

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, MARCH 17, 2014
PLACE: MAIZE CITY HALL
10100 W. 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
- 6) Consent Agenda
 - a. Approval of Minutes – Regular Council Meeting of February 17, 2014 and the Special Meeting of February 24, 2014.
 - b. Receive and file minutes from the Planning Commission meeting from February 6, 2014.
 - c. Receive and file minutes from the Park and Tree Board meeting from February 11, 2014.
 - d. Cash Disbursements from February 1, 2014 thru February 28, 2014 in the amount of \$491,307.31 (Check #57718 thru #57861).
 - e. Approval of Halstead Bank as the City’s Official Depository effective May 1, 2014.

**** Recess the Regular Meeting of the Maize City Council**

**** Convene meeting of the Maize Public Building Commission**

MAIZE PUBLIC BUILDING COMMISSION ANNUAL MEETING

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Minutes from March 18, 2013.
- 4) 2013 Annual Financial Report

**** Adjourn the meeting of the Maize Public Building Commission**

**** Mayor reconvenes the Regular Meeting of the Maize City Council**

- 7) Old Business
 - A. 2013 City of Maize Audit
 - B. Carriage Crossing Re-plat
 - C. Carriage Crossing Home Rule Ordinance
 - D. Personnel Policy Update

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

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- 8) New Business
 - A. AT&T (Cingular) Tower Agreement

- 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, February 17, 2014**

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

Also present were: **Richard LaMunyon**, City Administrator, **Rebecca Bouska**, Deputy City Administrator, **Sue Villarreal**, City Treasurer, **Matt Jensby**, Police Chief, **Ron Smothers**, Public Works Director, **Bill McKinley**, City Engineer, **Kim Edgington**, Planning Administrator, and **Tom Powell**, City Attorney.

APPROVAL OF AGENDA:

The Agenda was submitted for Council approval.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including the Council Meeting Minutes of January 20, 2014, the Park & Tree Board minutes of January 14, 2014 for receipt and file, the Planning Commission minutes of November 7, 2013, Cash Disbursement Report from January 1, 2014 through January 31, 2014 in the amount of \$730,713.00 (Check #57516 through #57717) ; amended Personnel Policy Manual Sections IX-XVII Job, Descriptions for Executive Assistant (replaces the Administrative Assistant); Public Works Director; Public Works Supervisor; Water and Wastewater Controller; Maintenance Worker III, II, and I; and Cemetery Worker.

MOTION: **Fitzmier** moved to remove the Personnel Policy Manual Amendments from the Consent Agenda.
Stivers seconded. Motion declared carried.

MOTION: **Clasen** moved to approve the Consent Agenda with the removal of the Personnel Policy Manual Amendments.
Stivers seconded. Motion declared carried.

WATERCRESS VILLAGE VACATION:

A request to vacate a 30 foot building setback along the south property lines of Lots 2-8 inclusive in Block 2, Watercress Village 3rd Addition (V-02-013) as submitted for Council approval.

MOTION: **Fitzmier** moved to approve the Vacation Order for the 30 foot building setback, subject to the following conditions: a wall easement as submitted shall be recorded with the Sedgwick County Register of Deeds prior to the finalization of Vacation and no structure other than one concrete screening wall shall be constructed within the area of building setback being vacated, and to authorize the Mayor to sign and the staff to file an amendment to the plat with the Sedgwick County Register of Deeds.
Stivers seconded. Motion declared carried.

CARRIAGE CROSSING HOUSING AND UTILITY INCENTIVES:

An exception to the current Housing and Incentive Policy to allow homes built for rental purposes in the Carriage Crossing Addition Phase One, to be eligible for tax and utility incentives.

MOTION: **Reid** moved to approve the Housing & Maize Utility incentives for Carriage Crossing's amended plat Phase One with the following conditions;

- Each home must be a single-family with a value of \$100,000 or greater
- Must build fifty homes or more within two years of final re-plat approval
- All homes must remain in one person or one-entity name
- All Maize utilities must remain in one person or one-entity name
- If all or any part of the homes are sold all existing and future incentives terminate
- If the person or one-entity name changes all existing and future incentives terminate:

and to instruct the City Attorney to prepare the agreement which is to be reviewed by the council prior to signing said agreement.
Clasen seconded. Motion declared carried.

ADJOURNMENT:

With no further business before the Council,

MOTION: **Clasen** moved to adjourn.
Reid seconded. Motion declared carried.
Meeting adjourned.

Respectfully submitted by: _____
Sue Villarreal, City Treasurer

**MINUTES-SPECIAL MEETING
MAIZE CITY COUNCIL
Monday, February 24, 2014**

The Maize City Council met in a special meeting at 6:00 p.m., **Monday, February 24, 2014** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Councilmembers present were **Kevin Reid**, **Alex McCreath** and **Karen Fitzmier**. **Donna Clasen** and **Pat Stivers** were absent

Also present were: **Richard LaMunyon**, City Administrator; **Jocelyn Reid** City Clerk, **Kim Bell**, Bond Counsel and **Larry Kleeman**, Financial Advisor.

APPROVAL OF AGENDA:

The agenda was submitted for Council approval.

MOTION: **Fitzmier** moved to approve the Agenda as presented.
 Reid seconded. Motion declared carried.

TEMPORARY NOTE SERIES 2014 A SALE AND RESOLUTION:

Bids for the sale of Temporary Notes, Series A 2014 in the amount of \$1,550,000 for the Maize Road Project were submitted to Council. Central States Capital Markets submitted the low bid with an average net interest rate of 0.653%. A resolution authorizing the issuance of the Series A, 2014 Temporary Notes was also submitted for Council approval

MOTION: **Fitzmier** moved to accept the low bid from Central States with an average net interest rate of 0.653% and to approve the temp note resolution for the Series 2013A Temporary Notes in the amount of \$1,550,000.
 Reid seconded. Motion declared carried.

City Clerk assigned Resolution #553-14.

ADJOURNMENT:

With no further business before the Council,

MOTION: **Fitzmier** moved to adjourn.
 McCreath 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, FEBRUARY 6, 2014**

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

Also present were **Sue Villarreal**, Recording Secretary; **Kim Edgington**, Planning Administrator; **Richard LaMunyon**, City Administrator; and **Ryan Ott**, MKEC.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

MOTION: **Aubuchon** moved to approve the November 7, 2013 minutes as presented:
Wilks seconded the motion.
Motion carried unanimously.

NEW BUSINESS – PLANNING COMMISSION

V-02-013 – Request to vacate a 30 foot rear yard building setback on lots 2-8, Block 2, Watercress Village 3rd Addition.

MOTION: **Wilks** moved to approve V-02-013 request to vacate a 30 foot rear yard building setback on lots 2-8, Block 2, Watercress Village 3rd Addition with the following conditions:

- 1) Wall Easement as submitted shall be recorded with the Sedgwick County Register of Deeds prior to the finalization of Vacation.
- 2) No structure other than one screening wall or fence shall be constructed within the area of building setback being vacated.
- 3) The 20 foot PUD rear setback shall apply.

Sciolaro seconded.

Kirk requested a roll call vote with the following results:

Burks - Approved
Wilks – Approved
Scilaro – Approved
Kirk – Approved
Aubuchon – Approved
Motion carried.

**PUD-02 Amendment #1 – Request for multiple amendments to PUD-02
WatercressVillage.**

Ott and **Edgington** explained to the Commissioners that the property owner had decided to eliminate the multi-family use from the PUD because of the demand they had seen for the single-family market.

MOTION: **Sciolaro** moved to approve the PUD-02 amendments for Watercress Village with the following changes and conditions:

1. Remove lots 1-3 inclusive, Block 3, Watercress Village 2nd Additon
2. Removal of Multi-Family lots, change boundary to match Watercress Village 3rd
3. Removal of 30 foot building setback along lots 2-8, Block 2, Watercress Village 3rd
4. Remove all setbacks when adjacent to Reserve A. Lots 1-11, 19 and 20.
5. Allow construction of a solid or partially solid wall along the entire west property line of the PUD including Reserve areas. The design of this wall shall be approved by the Planning Commission prior to issuance of building permit.
6. Allow construction of a 6 foot ornamental wrought iron fence along the south property lines of lots 2-8, block 2.

Burks seconded the motion.
Motion carried unanimously.

Kirk requested a roll call vote with the following results:

Burks - Approved
Wilks – Approved
Scilaro – Approved
Kirk – Approved
Aubuchon – Approved
Motion carried.

V-01-014 – Request to vacate the north 30 feet of street right-of-way for Mikado, between Park Avenue and Depot Street

MOTION: *Sciolaro* moved to defer V-01-014 request to vacate the north 30 feet of street right-of-way for Mikado, between Park Avenue and Depot Street until further information is available.
Aubuchon seconded the motion.
Motion carried unanimously.

ADJOURNMENT

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

Meeting adjourned at 8:27PM.

Sue Villarreal
Recording Secretary

Gary Kirk
Chairman

**MAIZE PARK AND TREE BOARD
MINUTES – REGULAR MEETING
TUESDAY, February 11, 2014**

The Maize Park and Tree Board met in a regular meeting at 5:33pm, Tuesday, February 11, 2014 with **Becky Keiter Bell** presiding. Board members present were **Betty Pew, Mike Burks, Jennifer Herington, Marina Fulton and Justin Banks**. Member absent was **Tammy Learned**.

Also present was **Laura Rainwater**, Recording Secretary.

Approval of Agenda:

MOTION: **Pew** moved to approve the agenda.
Herington seconded. Motion declared carried.

Approval of the January 14, 2014 Minutes:

MOTION: **Burks** moved to approve the minutes.
Pew seconded. Motion declared carried.

Splash Park Plan Update:

- Skate Park to remain in current location
- Solicit proposals to build 5,000sf with maximum cost of \$150,000

Skate Park Insurance:

- **Rainwater** will meet with DJ Sims to discuss options regarding recommendations proposed by EMC Insurance
- **Rainwater** will look into additional signage if necessary

Arbor Day Planning:

- April 25th at 5:30pm at the City Park
- Plant tree to honor Eric Palmer who was killed while serving our country
- John and Dena Palmer will choose tree and plaque design

Mountain Bike Trails

- Kansas Single Track Society to design and provide labor at no cost to the City
- Signage and parking lot are City's upfront cost
- **Banks** will contact Ron Smothers to discuss parking and access location
- Westar Green Team will possible provide old utility poles for obstacle construction


Adjournment:

With no further business before the board:

MOTION: Burks motioned to adjourn.
Pew seconded. Motion declared carried.
Meeting adjourned at 6:23pm.

Approved by the Park and Tree Board on March 11, 2014.


Park and Tree Board Member


Recording Secretary

Maize Public Building
Commission minutes are part of
the regular minutes. The part is
below.

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, March 18, 2013**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **March 18, 2013** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Donna Clasen, Alex McCreath, Pat Stivers, Karen Fitzmier** and **Kevin Reid**.

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, **Tom Powell**, City Attorney, **Larry Kleeman**, Financial Advisor, **Kim Bell**, Bond Counsel.

APPROVAL OF AGENDA:

The Agenda was submitted with the following change: remove Item (d), Compliance Officer Job Description, from the Consent Agenda.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including the Disbursement Report of checks #55824 through #56006 in the amount of \$641,379.57; the Council Minutes of February 18, 2013 for approval and the Park and Tree Board minutes of February 12, 2013 for receipt and file.

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

RECESS OF THE REGULAR COUNCIL MEETING:

Mayor Donnelly recessed the regular council meeting at 7:05 p.m.

PUBLIC BUILDING COMMISSION MEETING:

The Maize Public Building Commission (MPBC) annual meeting was called to order at 7:05 p.m. Members present were: *Clair Donnelly*, Chairman, *Kevin Reid, Alex McCreath, Donna Clasen, Pat Stivers, Karen Fitzmier* and *Marv Fisher*.

APPROVAL OF MINUTES:

The minutes from the MPBC meetings of March 19, 2012, August 20, 2012 and October 15, 2012 were submitted for approval.

MOTION: *Clasen* moved to approve the minutes of the March 19, 2012, August 20, 2012 and October 15, 2012 MPBC meetings.
Stivers seconded. Motion declared carried.

2011 ANNUAL FINANCIAL REPORT:

The MPBC Summary Financial Information for January 1, 2005 through December 31, 2012 was submitted for receipt and file.

MOTION: *Clasen* moved to receive and file the Maize Public Building Commission Summary Financial Information for January 1, 2005 through December 31, 2012.
Fisher seconded. Motion declared carried.

ADJOURNMENT:

With no further business before the Commission,

MOTION: *Clasen* moved to adjourn.
Fitzmier seconded. Motion declared carried.

The rest of the minutes pertained to
the Regular Council Meeting.

**MAIZE PUBLIC BUILDING COMMISSION
ANNUAL MEETING
MONDAY, March 17, 2014**

AGENDA ITEM #4

ITEM: **Summary Financial Information – January 1, 2005 through
December 31, 2013**

BACKGROUND:

Randy Ford of Busby, Ford and Reimer, LLC has prepared the Maize Public Building Commission Summary Financial Information report for the period January 1, 2005 through December 31, 2013. This report is done in conjunction with annual City audit.

FINANCIAL CONSIDERATIONS:

None.

LEGAL CONSIDERATIONS:

None.

RECOMMENDATION/ACTION:

Receive and file the Maize Public Building Commission Summary Financial Information.

The Financial Report is found at the back of the agenda . Please see bookmarks.

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

AGENDA ITEM #7A

ITEM: 2013 Independent Auditors' Report

BACKGROUND:

Busby, Ford & Reimer, LLC, Certified Public Accountant/Consultants have completed the outside single independent audit for the budget year of 2013. Randy Ford, City Auditor, will make a presentation to the Council.

Copies of the 2013 Financial Statements are included in the Council packets.

FINANCIAL CONSIDERATIONS:

None.

LEGAL CONSIDERATIONS:

The audit satisfies the budgeting requirements for the City.

RECOMMENDATION/ACTION:

Receive and file the 2013 Independent Auditor's Report.

Audit is included at the back of this agenda.

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

AGENDA ITEM 7B

ITEM: One-step final plat Carriage Crossing 2nd Addition (S/D 01-014)

BACKGROUND: This is a one-step final plat for a portion of the property currently platted as Carriage Crossing Addition. This replat is being requested in order to create more lots in the subdivision and make the project marketable as a single-family rental housing community. All of the lots meet the minimum lot size requirement for single family zoning which is 5,000 square feet.

City Council approved the project for consideration for property tax incentives and City utility incentives at their February meeting. This plat reflects the newly designed layout that will be used for the rental housing community.

Planning Commission unanimously approved this project at their March 6, 2014 meeting. Attached you will find a copy of the staff report that was prepared for the Planning Commission. Also attached is a drawing of the proposed plat, along with a copy of the plat as it currently exists for comparison purposes.

FINANCIAL CONSIDERATIONS: The applicant will be required to file amended petitions respreading existing special assessments.

LEGAL CONSIDERATIONS: The final plat document will be reviewed and approved as to form by the City Attorney and the County Surveyor. All utilities have reviewed the plat and requested additions have been incorporated.

RECOMMENDATION/ACTION: Accept the Carriage Crossing 2nd Addition final plat, with plat to be filed with the County Register of Deeds.

STAFF REPORT

CASE NUMBER: S/D 01-014 One-Step final plat Carriage Crossing 2nd Addition (a replat of a portion of Carriage Crossing Addition)

OWNER/APPLICANT: Martin Development, Inc.
5720 N Broadway
Park City, KS 67219-2008

SURVEYOR/ENGINEER: Schwab Eaton
c/o Chuck Robinson, Chuck May
8615 W Frazier
Wichita, KS 67212

GENERAL LOCATION: 1/3 mile north of 45th Street North, 1/2 mile east of Maize Road

SITE SIZE: 24.6 ± acres

NUMBER OF LOTS

Single-family residential:	57
Multi-family residential:	
Office:	
Commercial:	
Industrial:	—
Total:	57

PREDOMINANT LOT AREA: 6,000± square feet

PREDOMINANT LOT WIDTH: 55 feet

CURRENT ZONING: SF-5 Single Family Residential

Planning Staff recommends approval of the plat, subject to the following comments:

STAFF COMMENTS:

- A. City water and sewer services will be available to serve the site.
- B. Separate 1-inch water service with individual water meter shall be provided to each lot.
- C. Several of the lots on this plat exceed the maximum lot width-to-depth ratio of 1 to 2.1 as outlined in the Subdivision Regulations. A waiver of this requirement will be necessary for this plat.
- D. A separate sanitary sewer line shall be provided for each lot.
- E. A second entrance, either public or emergency access, shall be constructed in order for building permits for more than 100 homes to be constructed in the area of Carriage Crossing to the east of the railroad tracks.
- F. The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one (1) acre or more of ground cover requires a Federal/State NPDES Storm Water Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Maize, erosion and sediment control devices must be used on ALL projects.

Additionally, existing first flush basins shall be protected and maintained.

- G. The existing pond shall be expanded and deepened with rip-rap installed along the shoreline to the satisfaction of the City of Maize Engineer.
- H. An all weather road shall be maintained from the railroad crossing to the new development and the lift station.
- I. High Plains shall be paved from Plantation to Sweetwater.
- J. A copy of the Homeowner's Association By-Laws and Covenants shall be submitted to the Planning Commission prior to the recording of the final plat.
- K. Plat shall include a statement as to the nature and type of improvements proposed for the subdivision, and in what manner the subdivider intends to finance and provide for their installation, e.g. petition, actual construction, monetary guarantee, etc.
- L. If improvements are guaranteed by petition, a notarized certificate listing the petitions, with cost estimates shall be submitted to the City of Maize for recording along with the final plat.
- M. A sidewalk plan shall be reviewed and approved by the Planning Administrator prior forwarding the plat to the Governing Body for final approval.
- N. Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owners' association prior to recording the final plat or shall submit a covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.
- O. This property is in Area C on the FEMA flood map, not in the floodplain.
- P. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable (water service and fire hydrants required for fire protection shall be as per the direction and approval of the Chief of the Sedgwick County Fire Department.)
- Q. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (Phone 316-946-4556) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- R. The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Rt. 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.
- S. Recording of the plat within thirty (30) days after approval by the City Council.
- T. The applicant is reminded that a compact disk (CD) shall be submitted with the final plat tracing to the City of Maize detailing this plat in digital format in AutoCAD, or sent via e-mail to scoelho@cityofmaize.org. This will be used by the County GIS Department.

Planning Commission Action

Having reviewed the one-step final plat for Carriage Crossing 2nd Addition filed as S/D 01-014, I, _____ move that the Planning Commission

Approve the one-step final plat subject to conditions and modifications as heretofore agreed upon and listed, or

Disapprove the one-step final plat for reasons heretofore agreed upon

Or defer the plat until the April regular meeting of the Planning Commission for further information or study as heretofore specified

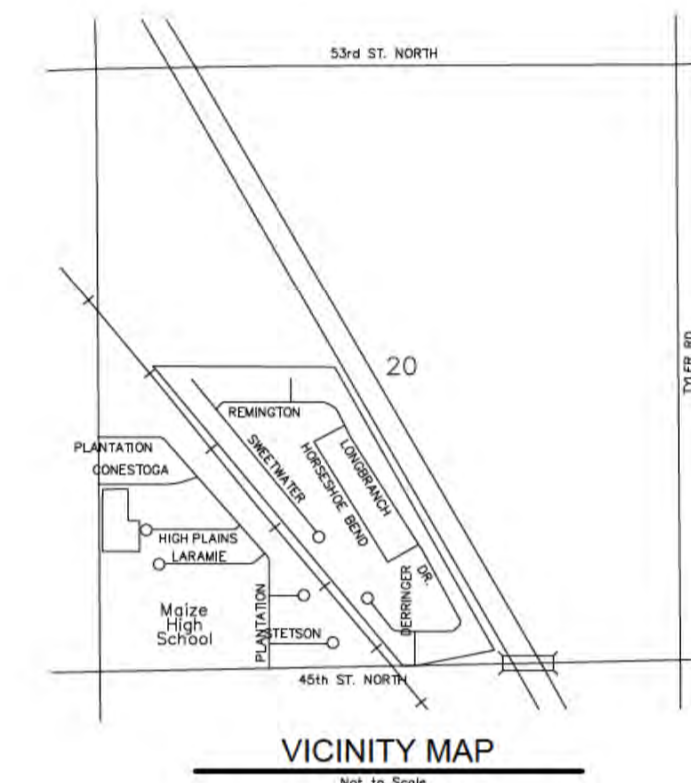
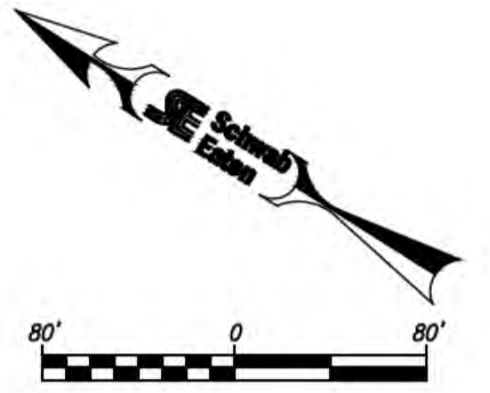
Motion seconded by _____ and passed by a vote of _____ to _____. Member(s) abstaining from the vote was (were) _____.

Note: Except in the case of a tie vote, abstentions are counted as part of the majority vote. Members disqualifying themselves are not a part of the quorum and unable to vote.

ONE-STEP FINAL PLAT CARRIAGE CROSSING 2nd ADDITION to Maize, Sedgwick County, Kansas

LEGEND

- Set 1/2" Rebar with Schwab-Eaton CLS 59 Yellow Cap



GENERAL NOTES

Owner/Developer:

, KS 67

This property is not in the 100 year floodplain. It is in Zone X (per FIRM Map Number 20173C0240E, with an effective date / / 20 .

The Property is in the City Limits of Maize, KS.

Horizontal Datum: Assumed Coordinates

Schwab-Eaton Job# 14W006

GOVERNING BODY CERTIFICATE

The dedications shown on this plat are hereby accepted by the Governing Body of the City of Maize, Kansas, on _____, 2014.

Signed this ____ day of _____, 2014.

_____, Mayor
Clair Donnelly, Mayor

Attest: _____, City Clerk
Jocelyn Reid, City Clerk

REGISTER OF DEEDS CERTIFICATE

This is to certify that this instrument was filed for record in the Register of Deeds office this ____ day of _____, 2014, at ____ o'clock ____ M. and is duly recorded.

_____, Register of Deeds

Bill Meek

Attest:

_____, Deputy
Tonya Buckingham

MORTGAGE HOLDER

_____, title_____, holder of a mortgage on the above described property, do hereby consent to the plat of "_____" City of Maize, Sedgwick County, Kansas.

_____, Bank

_____, title
name

STATE OF KANSAS, SEDGWICK COUNTY} ss:
This instrument was acknowledged before me on ____ day of _____, 2014,
by _____, title _____, bank-institution.

IN WITNESS WHEREOF, I have hereunto set by hand affixed my official seal, the day and year last above written.

_____, Notary Public

My Term Expires: _____

PLANNING COMMISSION CERTIFICATE

This plat was approved by the City of Maize Planning Commission on _____, 2014.

Signed this ____ day of _____, 2014.

CITY OF MAIZE PLANNING COMMISSION

_____, Chair

Attest:

_____, Secretary
name

COUNTY SURVEYOR

Reviewed in accordance with K.S.A. 58-2005 on this ____ day of _____, 2014.

_____, Deputy County Surveyor

Tricia L. Robello, LS #1246
Sedgwick County, Kansas

TRANSFER RECORD

STATE OF KANSAS, SEDGWICK COUNTY} ss:
Entered on transfer record this ____ day of _____, 2014.

_____, County Clerk
Kelly B. Arnold

OWNERS CERTIFICATE

STATE OF KANSAS, SEDGWICK COUNTY} ss

Know all men by these presents that the undersigned owner of the land described in the Land Surveyor's Certificate, have caused the same to be surveyed and subdivided on the accompanying plat into lots, blocks, streets, and other public ways under the name of Sunflower Commerce Park, located in the City of Bel Aire, Sedgwick County, Kansas.

An easement or license to enter upon, locate, construct and maintain or authorize the location construction or maintenance and use of conduits, water, gas, electrical, sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar utility facilities, upon, over and under these areas outlined and designated on this plat as Utility Easements and or Drainage Easements, is hereby granted to the City of Bel Aire, Kansas, and other governmental entities as may be authorized by state law to use for said purposes. The streets are hereby dedicated to and for the use of the public. Reserves A, B, C, D and E are hereby platted for drainage, landscaping and utilities confined to easements and shall be owned and maintained by the developer(s) or any subsequent development owner or owners association.

_____, owner/manager

STATE OF KANSAS, SEDGWICK COUNTY} ss

The foregoing instrument acknowledged before me this ____ day of _____, 2014
by _____

_____, Notary Public

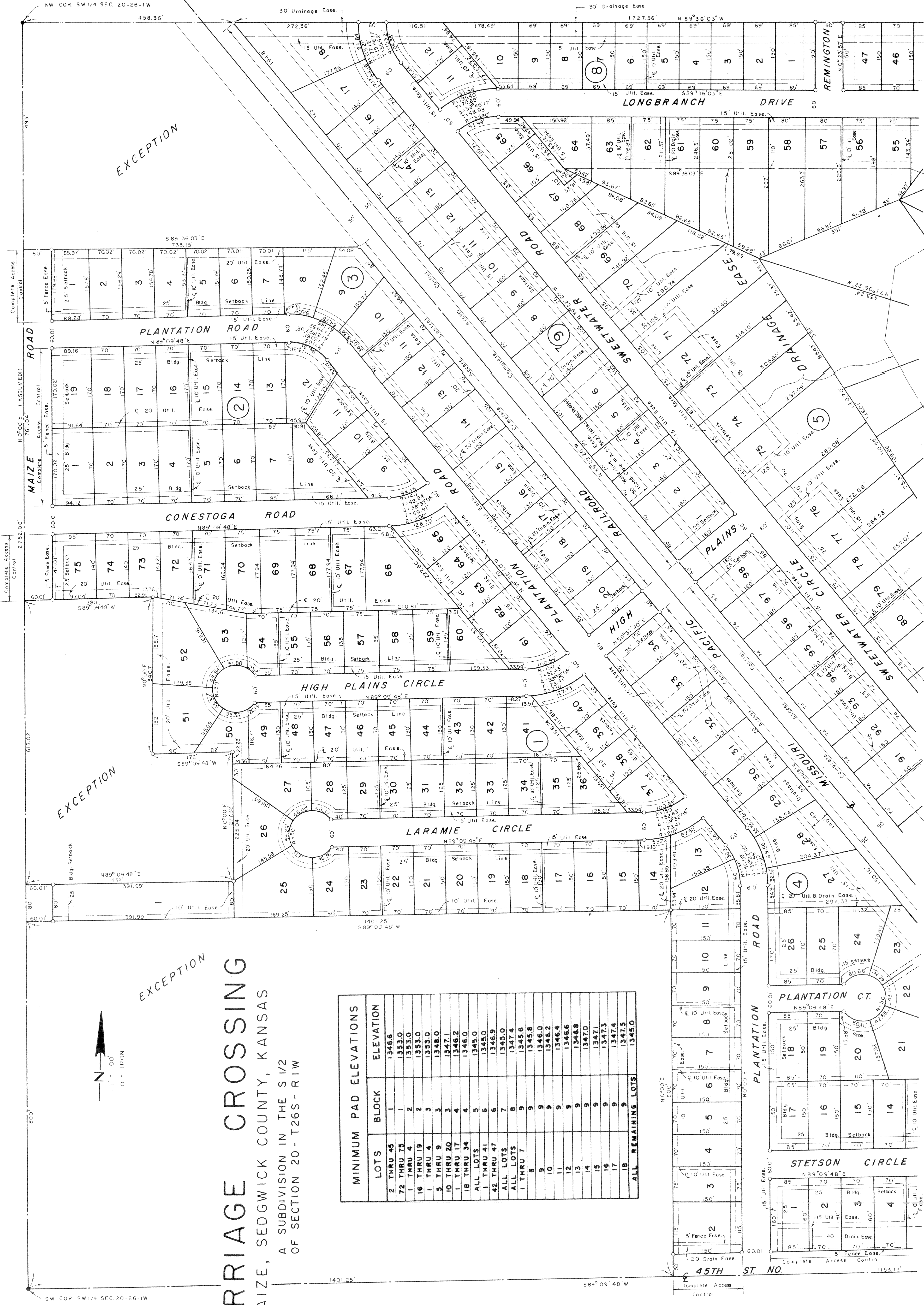
My Term expires _____

LAND SURVEYORS CERTIFICATE

I, Charles R. Robinson, a Registered Land Surveyor in Kansas, do hereby certify that, I have been in responsible charge of surveying and platting of "_____" an Addition to Maize, Sedgwick County, Kansas, into Lots, a Block, Reserves, the same being accurately set forth in the accompanying plat and described herein:

All public easements and dedications are hereby vacated by virtue of K.S.A. 12-512(b) I hereby certify that the details of this plat are correct to the best of my knowledge and belief this ____ day of _____, 2014.

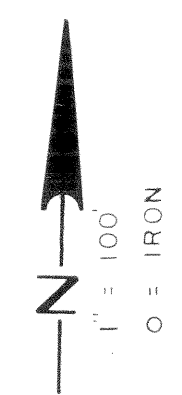
Charles R. Robinson, R.L.S. #1395
Schwab-Eaton, P.A.
8615 W. Frazier, Suite 2
Wichita, KS 67212



EXCEPTION

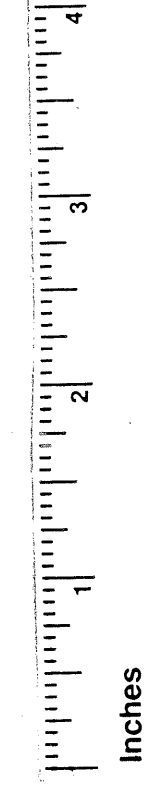
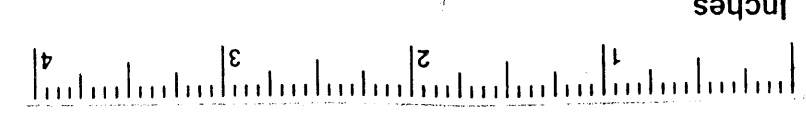
EXCEPTION

EXCEPTION



CARRIAGE CROSSING
 MAIZE, SEDGWICK COUNTY, KANSAS
 A SUBDIVISION IN THE S 1/2
 OF SECTION 20 - T26S - R1W

MINIMUM PAD ELEVATIONS	
LOTS	ELEVATION
2 THRU 45	1346.6
1 THRU 71	1353.0
2 THRU 19	1353.0
1 THRU 4	1353.0
5 THRU 9	1348.0
10 THRU 20	1347.1
1 THRU 17	1346.2
18 THRU 34	1346.0
ALL LOTS	1345.0
1 THRU 41	1345.0
42 THRU 47	1346.9
ALL LOTS	1345.0
1 THRU 7	1347.4
8	1345.9
9	1345.9
10	1346.0
11	1346.2
12	1346.4
13	1346.6
14	1346.9
15	1347.1
16	1347.3
17	1347.4
18	1347.5
18 REMAINING LOTS	1345.0



This digital plat record accurately reproduces in all details the original plat filed with the Sedgwick County Register. Digitized under the supervision of Bill Meek by Sedgwick County Geographic Information Systems.

Bill Meek, Register of Deeds
 Digitized version of original signature

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

AGENDA ITEM # 7C

ITEM: Carriage Crossing Home Rule Ordinance

BACKGROUND:

At the February 17, 2014 council's meeting the Governing body approved housing grant incentives for rental homes to be built in the next phase of the Carriage Crossing Development.

The City Attorney was instructed to prepare the necessary documents. As a result a "Home Rule Ordinance" was prepared, along with the accompanying "Grant Agreement".

The documents outline the specific criteria approved by the Council.

To wit:

- Each home must be a single-family with a value of \$100,000 or greater
- Must build fifty homes or more within two years of final re-plat approval
- All homes must remain in one person or one-entity name
- All Maize utilities must remain in one person or one-entity name
- If all or any part of the homes are sold all existing and future incentives terminate
- If the person or one-entity name changes all existing and future incentives terminate

The Grant Agreement document will be approved by the Council's action when approval of the Home Rule Ordinance (See section 3) is taken.

The Grant Agreement does not require separate action

FINANCIAL CONSIDERATIONS:

Currently the developer is paying all taxes and costs associated with Carriage Crossing. To preclude any potential costs to the City in the future, completing the development is in everyone's best interest.

LEGAL CONSIDERATIONS:

The City Attorney drafted the Ordinance and Grant Agreement and approves them as to form.

RECOMMENDATION/ACTION:

Approve the Home Rule Ordinance for the Carriage Crossing Development

ORDINANCE NO. _____

A HOME RULE ORDINANCE OF THE CITY OF MAIZE, KANSAS, APPROVING A 2014 HOUSING RENTAL ECONOMIC DEVELOPMENT INCENTIVE PLAN FOR THE PURPOSE OF INDUCING THE DEVELOPMENT OF FITY (50) RENTAL HOUSING UNITS TO BE CONSTRUCTED IN THE CARRIAGE CROSSING DEVELOPMENT AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, THE PROCEEDS OF WHICH WILL BE USED TO PAY FOR THE INCENTIVE CONNECTED TO THE 2014 HOUSING RENTAL ECONOMIC DEVELOPMENT INCENTIVE PLAN.

RECITALS

The Governing Body of the City of Maize, Kansas (the “City”) finds that it would be an economic benefit to the City and its citizens for the Governing Body of the City to adopt a 2014 Housing Rental Economic Development Incentive Plan for the purpose of providing incentives that will induce a developer to construct fifty (50) new rental housing units in the Carriage Crossing development (hereafter referred to as the “2014 Incentive Plan”); and

Article 12, Section 5 of the Kansas Constitution (the “Home Rule Amendment”) empowers cities to determine local affairs and government on matters that have not be preempted by state law; and

There is no state law that preempts a City from providing economic grants or from issuing general obligation bonds to fund economic development grants; and

The Governing Body of the City finds that it is in the interest of the public health and welfare of the City, including the economic development interest of the City and its citizens, to authorize by home rule ordinance the 2014 Incentive Plan and to authorize the issuance of general obligation bonds to fund the cost of the 2014 Incentive Plan.

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

SECTION 1. The Governing Body of the City finds and determines that the 2014 Incentive Plan will stimulate economic development in the City.

SECTION 2. The 2014 Incentive Plan to provide incentives to a developer to induce the developer to construct fifty (50) new rental housing units in the Carriage Crossing development is approved. The Grant Agreement between the developer and the City presented to the City Governing Body on the same date this Home Rule ordinance is being considered is approved, and the Mayor is authorized to sign the Grant Agreement on behalf of the City.

SECTION 3. The economic development grant approved by the City in the home rule ordinance may be paid, in whole or in part, from the proceeds of general obligation bonds of the City (the "Bonds"), which are authorized to be issued for such purpose pursuant to authority of the Home Rule Amendment in an amount not to exceed three-hundred thousand Dollars (\$300,000.00), plus costs of issuance and interest or interim financing. The Bonds authorized pursuant to this ordinance are authorized to reimburse expenditures made on or _____ the date which is sixty (60) days before the date of this ordinance, pursuant to Treasury Regulation § 1.150.2.

SECTION 4. This home rule ordinance will be effective from and after passage by the Governing Body and publication once in the official city newspaper.

PASSED by the Governing Body of the City of Maize, Kansas, on this _____ day of _____, 2014, and signed by the Mayor.

CITY OF MAIZE, KANSAS

By _____
CLAIR DONNELLY, Mayor

ATTEST:

By _____
JOCELYN REID, City Clerk

GRANT AGREEMENT

This Grant Agreement is dated as of the ____ day of _____, 2014, by and between the City of Maize, Kansas (the "City") and Steve Martin (the "Developer").

RECITALS

- A. The City, by a home rule ordinance, has approved a 2014 Housing Incentive Plan for the purpose of stimulating overall economic development of the City; and
- B. The home rule ordinance authorizes the City to enter into this Grant Agreement; and
- C. Under this Grant Agreement, the City will offer incentives to the Developer to induce the Developer to construct fifty (50) single-family residential stand-alone rental homes in the Carriage Crossing development; and
- D. Under this Grant Agreement, the Developer will agree to comply with certain conditions that assure that the economic development the City anticipates from its grant of grant funds to the Developer will stimulate the overall economic development of the City.

In consideration of promises and covenants contained in this Grant Agreement, the parties agree as follows:

1. (a) (1) The City will make individual annual grant payments that, for each individual single-family rental house, will start in accordance with Paragraph 1(a)(2) and will be calculated in accordance with Paragraph 1(b)(2) of this Grant Agreement. Grant payments will be paid on each individual house within sixty (60) days of the date the Developer makes application for a grant payment. The City will not be obligated to make grant payments if the Developer, at the time the grant payment is due to be made, is not in compliance with one or more of the conditions listed in Paragraph 2 of this Grant Agreement.

(2) Ten (10) consecutive annual grant payments will be made on each of the fifty (50) individual houses. The first grant payment for each individual house will start in the tax year that the improvement (the house) is first included in the assessed value of the property.

(b) (1) The Developer, on an annual basis, will make a grant application on each house that is eligible. (See Paragraph 1(a)(2) above). The Developer will include with each application a tax receipt from the Sedgwick County Treasurer that shows the amount of taxes paid for the year in question, broken down as to taxes paid to each taxing authority, and that shows that taxes were paid on the property in the full amount due for the tax year in question.

(2) Each year's grant payment for each house will equal the amount of taxes as shown on the receipt provided by the Sedgwick County Treasurer that is attributable to the portion of ad valorem taxes that were levied by Sedgwick County on behalf of the City. Special assessments levied against a property a house is located on will not be included in a grant payment.

2. For the purpose of this Grant Agreement, "Grant Payment Period" means the period of time starting the date first above written and ending when the tenth annual grant payment is made on

the date the tenth annual payment is paid for the last house eligible to receive a grant payment. The Developer will at all times during the Grant Payment Period comply will be in compliance with the following conditions:

(a) By no later than April 1, 2016, the Developer will complete construction of and will obtain occupancy permits for fifty (50) free-standing, single-family residential houses in the Carriage Crossing development on lots and blocks that are identified in Attachment "B" to this Grant Agreement.

(b) Each of the fifty (50) houses will have an appraised value as set by the Sedgwick County Appraiser that is not less than One Hundred Thousand Dollars (\$100,000).

(c) The fee title of the land and improvements of the fifty (50) houses will be in the name of the Developer or other investors. During the Grant Payment Period, the fee title of the land and improvements will at no time be in the name of an occupant of a house. An individual investor will own, during the Grant Payment Period, not less than _____ (_____) of the fifty (50) houses.

(d) The water and sewer services for all fifty (50) houses will be held in the name of the Developer and the Developer will be responsible for paying water and sewer bills that are assessed against the fifty (50) houses. In addition, the Developer at no time will be delinquent in making payments due for water and sewer services provided by the City to the fifty (50) houses.

(e) The fifty (50) houses will be constructed in conformance with all federal and state laws and regulations and with all codes, rules and regulations of the City.

(f) The Developer will maintain the fifty (50) houses and the lots on which they are located at all times during the Grant Payment Period in a manner and condition that complies with federal and state laws and regulations and that complies with codes, rules and regulations of the City.

(g) The Developer at no time will be delinquent in payment of ad valorem taxes or special assessments for real property the Developer owns that is located within the City.

(h) Upon completion of each of the fifty (50) houses each house will be will be offered for rent as a single family residential house. Each of the fifty (50) houses, upon completion of construction, will be maintained and operated as single family residential rental houses until the end of the Grant Payment Period.

(i) The Developer certifies within fifteen (15) days.

3. The Developer will be declared to be in default of this Grant Agreement upon the happening of the following events:

(a) The Developer fails to comply with a condition listed in Section 2 above.

(b) The City notifies the Developer in writing that the Developer is out of compliance with a condition. The written notice will identify the specific condition or conditions with which the Developer has not complied.

(c) The Developer fails to come into compliance with the condition or conditions listed in the written notice it receives from the City within twenty (20) days of receipt of the written notice from the City.

4. If the Developer does not bring the condition or conditions into compliance within twenty (20) days of the date written notice of non-compliance is provided, the City may declare that the Developer is in default of this Grant Agreement. The City's obligation to make further grant payments to the Developer will terminate as of the date that the City provided the written notice of default to the Developer.

5. Notwithstanding the provisions of Section 3 to the contrary, the City will not be obligated to make a yearly grant payment on any of the fifty (50) houses if at the time the payment is due the Developer is not complying with one or more of the conditions listed in Section 2.

6 Notice to the parties to this Grant Agreement will be deemed to be sufficient if one party provides the other party written notice delivered by hand or by certified mail to the following addresses:

If to the City:

City Clerk
City of Maize, Kansas
10100 Grady Avenue
Maize, KS 67101

If to the Developer:

Steve Martin
Fremar Corporation
5720 N. Broadway
Park City, KS 67219

6. This Grant Agreement may not be assigned by the Developer to third parties.

7. This Grant Agreement may be executed in several counterparts, each of which will be an original and all of which shall constitute one and the same instrument, and any of the parties hereto may execute this Grant Agreement by signing any counterpart.

8. The parties hereto agree that this Grant Agreement shall be governed and construed in accordance with the laws of the State of Kansas and that any lawsuit of which this Grant Agreement is the subject matter, will be brought in a court of law located in Sedgwick County, Kansas.

9. In the event any part or parts of this Grant Agreement are found to be void, the remaining provisions of this Grant Agreement will nevertheless be binding with the same effect as though the void parts were deleted.

10. Grant payments may or may not have tax implications for the Developer. Each recipient of a grant payment should seek the advice of tax professionals with respect to the treatment of such grant payments for state and federal income tax purposes.

IN WITNESS WHEREOF, the City and the Developer have caused this Grant Agreement to be executed on the date first above written.

CITY OF MAIZE, KANSAS

By: _____
Printed Name: Clair Donnelly
Title: Mayor

ATTEST:

Jocelyn Reid, City Clerk

By: _____
Printed Name: Steve Martin
Title: Developer

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

AGENDA ITEM #7D

ITEM: Personnel Policy Manual Amendment and Job Descriptions Approval

BACKGROUND:

Tabled from Last Meeting. The Personnel Policy requires the City Administrator to review the entire Personnel Policy every 3 years. To accomplish this requirement, President Clasen, Councilmember Fitzmier, and Deputy City Administrator Bouska review one-third (1/3rd) of the policy as well as one-third (1/3rd) of the job descriptions annually.

This year Sections IX – XVII were reviewed. Job Descriptions for Public Works were scheduled as well.

The recommended changes for Council review are:

- Section IX - updating of the technological communication systems references (i.e. Pagers were in the old description and are no longer used) “E-mail” was changed to “email” as needed
- Sections X and XI - reviewed by the City Attorney and no changes were recommended.
- Section XII – Adds Item 12.02.D *“The Deputy City Administrator and Department Heads shall inform the City Administrator in writing and the Governing Body shall be informed.”* with regards to outside employment
- Section XIII is blank
- Section XIV the organizational chart was reconfigured. The Cemetery Part-Time employee was added to Public Works, the Part-Time Paralegal was added to the Legal Services to reflect current operations. The Administrative Assistant job title and responsibilities were changed, and, the position was moved from the Deputy City Administrator and placed underneath the City Administrator
- Section XV is blank
- Section XVI – Forms remain unchanged
- Section XVII reflects the changes in the job descriptions
 - The Administrative Assistant job description was revised, the title changed to Executive Assistant and now reports to the City Administrator
 - Cemetery Work (Part-Time) was added to reflect the fact the position is now on the payroll and no longer considered contractual for pay and reporting purposes

FINANCIAL CONSIDERATIONS:

Currently no changes to the pay plan are recommended.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed the changes.

RECOMMENDATION/ACTION:

Adopt the Personnel Policy Manual as recommended.

SECTION IX – USE OF CITY RESOURCES

9.01 USE AND MAINTENANCE OF CITY EQUIPMENT

Employees are authorized to use City equipment, facilities, and vehicles for official business only. City vehicles may not be used for transportation to and from work without the approval of the City Administrator, with the exception of police vehicles assigned to Police Officers by the Chief of Police. All equipment is to receive proper maintenance at specified intervals. All City property must be returned upon termination of employment with the City.

9.02 USE OF COMMUNICATION SYSTEMS

It is the policy of the City to provide ~~the a~~ communications services system and equipment necessary to promote the efficient conduct of its business. Communication ~~services systems and equipment~~ include mail, electronic mail ('e-mail'), courier services, facsimiles, telephone systems, personal computers, computer networks, on-line services, Internet connections, computer files, ~~telex systems,~~ video equipment and ~~tapes, tape recorders and digital recorders and~~ recordings, ~~paggers,~~ cellular phones, voice mail, and ~~bulletin boards~~ social media. ~~Supervisors or~~ Department Heads or Supervisors are responsible for instructing employees on the proper use of the ~~communications _services and equipment systems~~ used by the City for both internal and external business communications.

- A. All City ~~communications services systems and equipment~~ (including the messages transmitted or stored by employees) are the sole property of the City. Accordingly, the City reserves the right to access and monitor employee communications and files as it deems appropriate.
- B. On-line services and the Internet may be accessed only by employees specifically authorized ~~and those employees must disclose all passwords to the City Administrator except where prohibited~~. Employees' on-line use should be limited to work related activities. In addition, employees should not duplicate or download from the Internet or from an email any software or materials that are copyrighted, patented, trademarked, or otherwise identified as intellectual property without express permission from the owner of the material.
- C. Employees should ensure that no personal correspondence of any kind appears to be an official communication of the City. All outgoing messages, whether by mail, facsimile, e-mail, Internet transmission, or any other means, should be accurate, appropriate, and work related. Employees may not use the City's address for receiving personal mail or use the City letterhead, postage, or mail supplies for personal use.
- D. There shall be no display or transmission of sexually explicit images, messages, or cartoons, or any transmission or use of e-mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or

disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs.

- E. Any ~~e-mail~~ or other communications sent or received via the Internet must be appropriate for the workplace. Remember that ~~e-mail~~ is a relatively permanent form of communication. Do not transmit anything in an ~~e-mail~~ message that the employee would not be comfortable writing in a letter or memo. Deletion of an ~~e-mail~~ message does not eliminate backup copies of the message that are automatically stored electronically.
- F. Use of the Internet to view, access, upload, download, store, transmit, create, or otherwise manipulate pornographic or other sexually explicit materials is prohibited.
- G. Employees are expected to act in a responsible and professional manner when they use the Internet and ~~e-mail~~. Actions that may cause interference with the Internet or disruption of work activities are prohibited.
- H. Improper use of communication systems includes any misuse as described in this policy and any misuse that would result in violations of other City policies, as well as any harassing, offensive, demeaning, insulting, defaming, intimidating, or sexually suggestive written, recorded, or electronically retrieved or transmitted communications.
- I. Violation of this policy shall result in appropriate disciplinary action, up to and including termination.

9.03 CELLULAR TELEPHONE USAGE

- A. Employees are not permitted to make or receive a cellular call while operating a City vehicle or City equipment or operating any other vehicle while conducting City business.
- B. Unless authorized by the City Administrator, the use of personal cell phones for personal use is prohibited during scheduled work hours except for an emergency.
- C. Employees must adhere to all federal, state, and local laws and regulations regarding the use of cell phones, including rules regarding usage while driving.
- D. Violation of this policy shall subject an employee to disciplinary action up to and including ~~termination immediate dismissal~~.

9.04 OTHER ELECTRONIC COMMUNICATION SYSTEMS

- A. Employees are not permitted to use any hand held device, ~~including pagers, digital assistants,~~ laptops, or any other electronic communicative devices while operating a

City vehicle or City equipment or operating any other vehicle when conducting City business.

- B. Unless authorized by the City Administrator, the use of personal electronic equipment for personal reasons is prohibited during scheduled work hours except for an emergency.

- D. Violation of this policy shall lead to appropriate disciplinary action, up to and including termination.

11.07 WORKER SAFETY

General Safety - All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to the City or department policy at all times. Failure to comply with safety policies may result in disciplinary action.

SECTION XII - MISCELLANEOUS

12.01 POLITICAL ACTIVITY

It is the right of every employee to register and vote on all political issues. Employees are permitted to join political organizations, civic associations, or groups and to become involved in political activities subject to the restriction of this policy manual.

A. Prohibited Activity -

1. An employee must resign from City employment upon filing as a candidate for City Council or Mayor or upon accepting a position as campaign manager or treasurer for a candidate for City Council or Mayor.
2. Employees are not permitted to donate, solicit, or handle political contributions in City elections during City functions or during regular hours of employment.
3. Employees are not permitted to wear or display political badges, buttons, or signs of any kind at the place of employment, during City functions, or during regular hours of employment.
4. Employees are not permitted to distribute campaign stickers, posters, or pamphlets from the employee's place of employment, at City functions, or during regular hours of employment.
5. ~~Supervisors, Department Heads, or the~~ The City Administrator, Department Heads, Supervisors or immediate family shall not solicit employees under their supervision for political contributions or for participation in political activities.
6. City employees are not permitted to be members of the Maize Planning Commission or the Board of Zoning Appeals or the Maize ~~Free Board or the Maize Park-Park and Tree~~ Board.

12.02 OUTSIDE EMPLOYMENT

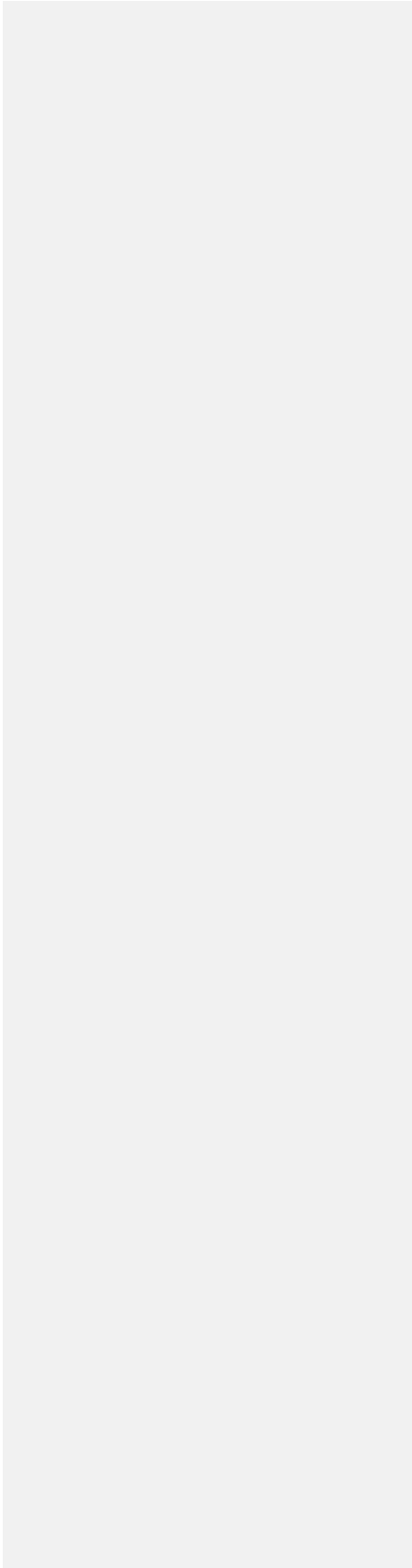
Outside employment ~~constitutes-is defined as~~ a City employee who holds a second job with another employer or is self-employed. Outside employment is permitted ~~only~~ when ~~such~~ outside employment is:

- A. Considered secondary to service with the City;
- B. Does not interfere with the performance of duties for the City; and
- C. No legal, financial or ethical conflict of interest results from such dual employment.
- D. The Deputy City Administrator or Department Heads shall inform the City Administrator in writing and the Governing Body shall be informed.

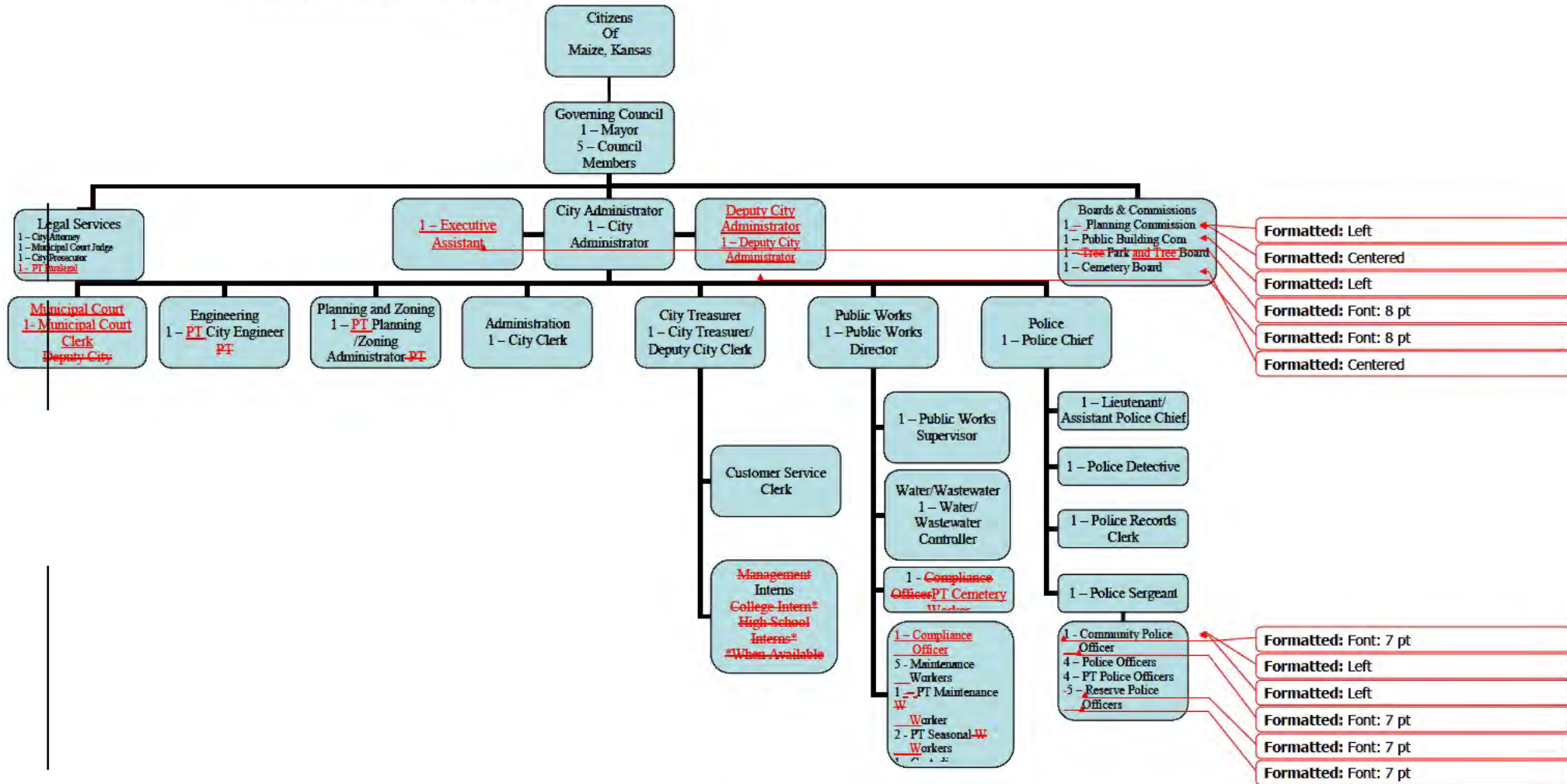
The City Administrator shall consult with the Governing Body prior to engaging in outside employment.

~~An employee shall obtain approval in writing from a Department Head or the City Administrator prior to accepting outside employment or any change in the nature of such outside employment. A request to perform continuous outside employment shall be reviewed annually by the employee and re authorized by a Department Head or the City Administrator.~~

SECTION XIII – THIS SECTION BLANK AT THIS TIME

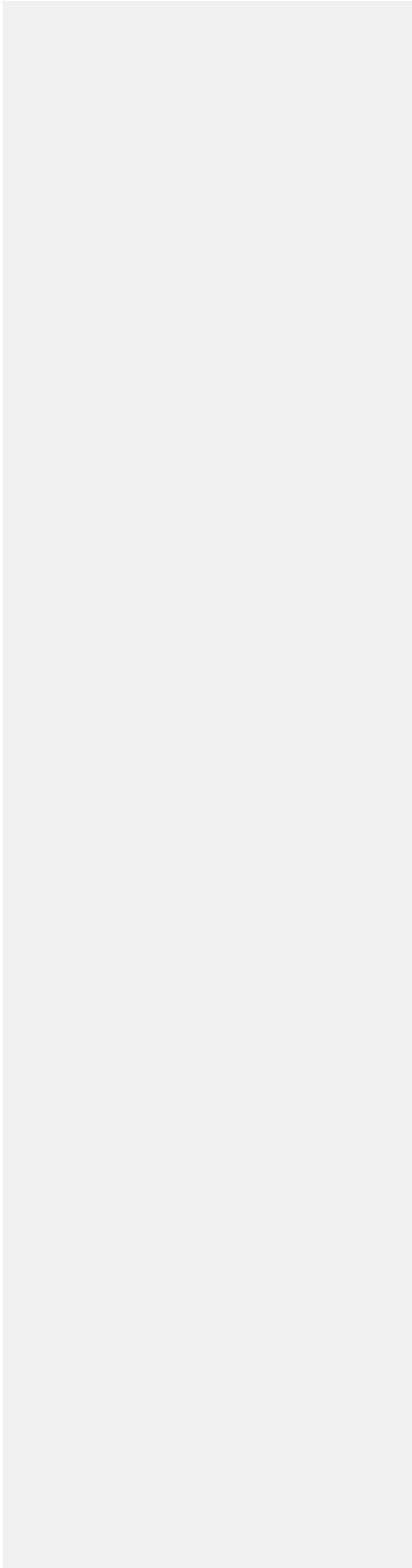


**SECTION XIV - ORGANIZATIONAL CHART
"CHAIN OF COMMAND"**



Revised June 1, 2013 February 17, 2014

SECTION XV - THIS SECTION BLANK AT THIS TIME



SECTION XVI - FORMS

FORMS

- A. Employment Application**
- B. New Employee Checklist**
- C. Performance Evaluation Form**
- D. Pay Plan**
- E. Reimbursement Request Form**

SECTION XVII I - POSITION DESCRIPTIONS

POSITION DESCRIPTIONS

A. Administration

Deputy City Administrator
City Clerk
City Treasurer / Deputy City Clerk
~~Administrative-Executive~~ Assistant
Customer Service Clerk
Intern (Part-Time)
City Engineer (Part-Time)
Planning / Zoning Administrator (Part-Time)
Municipal Court Clerk

B. Police Department

Chief of Police
Lieutenant / Assistant Police Chief
Police Sergeant
Police Records Clerk
Police Detective
Patrol Officer
Patrol Officer (Part-Time)
Community Policing Officer

C. Public Works Department

Public Works Director
Public Works Supervisor
Water / Wastewater Controller
~~Compliance Officer~~
~~Custodian~~
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Maintenance Worker (Part-Time)
Maintenance Worker (Seasonal)
Compliance Officer
Custodian
Cemetery Worker (Part-Time)

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Executive Assistant Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: City Administrator

Department: Administration

Responsibilities:

- Provide administrative support in all areas of city operations
- Assist with Economic Development
- Assist with Annexation Research
- Research and write grants for the City
- Park and Tree Board Liaison
- Assist with cemetery activities in the absence of the City Treasurer
- Attend various meetings as deemed necessary
- Promote the good will of the City
- Perform other tasks as assigned

Skills:

- General knowledge of principles and practices of local city government
- Ability to organize resources and establish priorities
- Ability to maintain data accurately with attention to detail
- Ability to communicate effectively; both orally and in writing in formal and informal public settings
- Ability to access, input, process and retrieve information from the computer
- Working knowledge of Microsoft Office and other computer software
- Ability to be punctual and in regular attendance

Education:

- Prefer college degree with emphasis in administration, marketing or communication

Experience:

Minimum of three (3) years experience in Business or related field



Public Works Director Position Description

Status: Exempt, Full-Time Position

Supervisor Title: City Administrator

Department: Public Works

Responsibilities:

- Responsible for planning, organizing and directing Public Works operations, equipment and City property
- Responsible for enforcement of safety regulations and compliance with City policies and procedures
- Responsible for the annual Public Works budget
- Supervise and train Public Works employees
- Oversee Park maintenance and related activities
- Oversee Cemetery maintenance and related activities
- Designated Safety Coordinator
- Attend various meetings as deemed necessary
- Promote the good will of the City
- Perform other tasks as assigned
- Possess and maintain a valid **Class A** CDL Driver's License with an air brake endorsement

Skills:

- Working knowledge of functions of Public Works
- Ability to research, develop and evaluate contracts and proposals
- Ability to develop project cost estimates, bids and capital improvements planning
- Ability to maintain personnel records, hire, evaluate and fire employees
- Ability to organize resources and establish priorities
- Ability to work in emergency conditions
- Ability to identify and resolve issues
- Ability to communicate effectively; both orally and in writing
- Ability to be punctual and in regular attendance
-

Education:

- College or related courses
- Supervisory Training required

Experience:

- Minimum ten (10) years experience in maintenance preferably in public works
- Minimum five (5) years of supervisory experience

- Minimum ten (10) years experience in maintenance preferably in public works
- Minimum five (5) years of supervisory experience



Public Works Supervisor Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: Public Works Director

Department: Public Works

Responsibilities:

- Responsible for all Public Works operations, equipment and City property in the absence of the Public Works Director
- Responsible for compliance of safety regulations, City policies and procedures
- Assist with supervision and training of Public Works employees
- Assist with Water and wastewater plant operations
- Assist with Supervision of crews engaged in construction and general operation activities
- Promote the good will of the City
- Perform other tasks as assigned
- Possess and maintain a ~~Class A~~ CDL Kansas Driver's License with an air brake endorsement

Skills:

- Working knowledge of all functions of Public Works
- Ability to operate all City equipment safely and efficiently
- Ability to evaluate new hires and employees
- Ability to organize resources and establish priorities
- Ability to work in emergency conditions
- Ability to lift and carry up to 90 pounds
- Ability to identify and resolve issues
- Ability to communicate effectively; both orally and in writing
- Ability to be punctual and in regular attendance

Education

- High School ~~Education~~ graduate or equivalent
- ~~Completed the Kansas County Road Scholar Technical Skills Program~~
- Coursework in Class II Water and Sewer Operations
- Supervisory Training required

Experience

- Minimum seven (7) years experience in maintenance preferably in public works



Water & Wastewater Controller Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: Public Works Director

Department: Public Works

Responsibilities:

- Responsible for the City water supply and the wastewater treatment plant's daily operation and maintenance
- Responsible for the operation and maintenance of all lift stations
- Responsible for compliance with federal, state and local regulations
- Assist in training Public Works employees in water and wastewater operations
- Promote the good will of the City
- Perform other tasks as assigned
- Possess and maintain a valid **Class A**-CDL Kansas Driver's License with an air brake endorsement

Skills:

- Working knowledge of all functions of water and wastewater operations
- Ability to perform mandated and routine water and wastewater tests
- Ability to diagnose and report problems as arise
- Ability to record and maintain data accurately with attention to detail
- Ability to supervise plant operation and maintenance
- Ability to work in emergency conditions
- Ability to communicate effectively; both orally and in writing
- Ability to lift and carry up to 90 pounds
- Ability to be punctual and in regular attendance

Education:

- College or related courses; **and**
- Class III Water and Wastewater Certification

Experience:

- Minimum seven (7) years experience in Municipal Water and Wastewater



Maintenance Worker I Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: ~~Director of Public Works~~ Director

Department: Public Works

Responsibilities

- Perform construction and general maintenance work
- Perform unskilled and semi-skilled task
- Perform grounds maintenance on City equipment and tools
- Perform proper maintenance on City equipment and tools
- Promote the good will of the City
- Perform other tasks as assigned

Skills:

- Ability to perform manual labor
- Ability to work in emergency conditions
- Ability to operate a variety of maintenance equipment and tools safely and efficiently
- Ability to work outdoors in inclement weather conditions
- Ability to lift and carry items weighing up to 90 pounds
- Ability to communicate and follow written oral instructions
- Ability to work independently and in a team environment
- Ability to possess and maintain a valid ~~Class B~~-CDL Kansas Driver's License with an air ~~break~~-brake endorsement within a year of hire date
- Ability to be punctual and in regular attendance

Education

- High School graduate or equivalent

Experience

- None Required



Maintenance Worker II Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: ~~Director of Public Works~~ Director

Department: Public Works

Responsibilities

- Perform construction and general maintenance work
- Operate and maintain specific City equipment safely and efficiently
- Perform routine maintenance and repairs on City property and equipment
- Perform concrete and asphalt repairs and maintenance
- Promote the good will of the City
- Perform other tasks as assigned

Skills:

- Ability to work safely following all safety practices
- Ability to lead a crew
- Ability to pursue a Class II Certification in water and wastewater
- ~~Ability to complete the Kansas County Road Scholar Technical Skills Program~~
- Ability to perform manual labor
- Ability to work in emergency conditions
- Ability to operate a variety of maintenance equipment and tools safely and efficiently
- Ability to work outdoors in inclement weather conditions
- Ability to lift and carry items weighing up to 90 pounds
- Ability to possess and maintain a valid ~~Class-B~~ CDL Kansas Driver's License with an air ~~break-brake~~ endorsement
- Ability to be punctual and in regular attendance

Education

- High School ~~g~~Graduate or equivalent
- ~~Attending the Kansas County Road Scholar Technical Skills program~~

Experience

- Minimum two (2) years experience in maintenance preferably in public works



Maintenance Worker III Position Description

Status: Non-Exempt, Full-Time Position
Supervisor Title: Public Works Director
Department: Public Works

Responsibilities:

- Supervise crews engaged in construction and general maintenance activities
- Operate and maintain all City equipment safely and efficiently
- Install water meter taps and sets
- Supervise concrete and asphalt street repairs and maintenance
- Assist in supervision in various phases of daily operations
- Promote the good will of the City
- Perform other tasks as assigned

Skills:

- Ability to perform building construction projects
- Working knowledge of the installation of water meter taps and sets
- Ability to communicate effectively: both orally and in writing in formal and informal settings
- Ability to supervise a crew
- Ability to work safely following all safety practices
- Ability to work in emergency conditions
- Ability to work outdoors in inclement weather conditions
- Ability to lift and carry items weighing up to 90 pounds
- Ability to work independently and in a team environment
- Ability to possess a valid ~~Class B~~ CDL Kansas Driver's License with an air ~~break~~ brake endorsement
- Ability to be punctual and in regular attendance

Education:

- High School graduate or equivalent
- ~~Completion of or actively attending the Kansas County Road Scholar Technical Skills Program~~
- Working toward a Class II Water or Sewer Certification

Experience:

- Minimum five (5) years experience in maintenance preferably in public works



Part-Time Maintenance Worker Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: ~~Director of Public Works~~ Director

Department: Public Works

Responsibilities

- Perform unskilled tasks as instructed
- Assist with grounds maintenance on all City property
- Promote the good will of the City
- Perform other tasks as assigned

Skills:

- Ability to perform manual labor
- Ability to work in emergency conditions
- Ability to operate a variety of lawn maintenance equipment safely and efficiently
- Ability to work outdoors in inclement weather conditions
- Ability to lift and carry items weighing up to 90 pounds
- Ability to communicate and follow written oral instructions
- Ability to work independently and in a team environment
- Ability to possess and maintain a valid Kansas Driver's License
- Ability to be punctual and in regular attendance

Education

- High School graduate or equivalent

Experience

- None Required, must be 18 years old



Seasonal Maintenance Worker Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: ~~Director of Public Works~~ Director

Department: Public Works

Responsibilities

- Perform unskilled tasks as instructed
- Assist with grounds maintenance on all City property
- Promote the good will of the City
- Perform other tasks as assigned

Skills:

- Ability to perform manual labor
- Ability to work in emergency conditions
- Ability to operate a variety of lawn maintenance equipment safely and efficiently
- Ability to work outdoors in inclement weather conditions
- Ability to lift and carry items weighing up to 90 pounds
- Ability to communicate and follow written oral instructions
- Ability to work independently and in a team environment
- Ability to possess and maintain a valid Kansas Driver's License
- Ability to be punctual and in regular attendance

Education

- High School graduate or equivalent; pursuing a high school diploma

Experience

- None Required, must be 18 years old



Compliance Officer Position Description

Status: Non-Exempt, Full-Time Position
Supervisor Title: Public Works Director
Department: Public Works

Responsibilities:

- Responsible for enforcement, inspection and compliance of Codes and Regulations
- Responsible for compliance of storm water regulations
- Prepare evidence and appear in court as deemed necessary
- Attend various meetings as deemed necessary
- Promote the good will of the City
- Perform other tasks as assigned

Skills:

- Working knowledge of codes and regulations
- Working knowledge of Storm Water Best Management Practices (BMPs)
- Ability to perform Maintenance Worker III skills
- Ability to be a Certified Code Officer
- Ability to deal firmly, but courteously with the public
- Ability to research, analyze and present data in both formal and informal public settings
- Working knowledge of Microsoft Office and other computer software
- Ability to work independently and in a team environment
- Ability to prioritize a work schedule
- Ability to be punctual and in regular attendance

Education:

- High School graduate or equivalent
- Bachelor's Degree preferred

Experience:

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

| Approved ~~June 1, 2013~~ February 17, 2014



Custodian Position Description

Status: Non-Exempt, Full-Time Position
Supervisor Title: Public Works Director
Department: Public Works

Responsibilities:

- Responsible for scheduling and performing routing and comprehensive custodial maintenance for the City Hall Complex including the Rec Center
- Maintain inventory of supplies
- Respond to service requests and emergency calls
- Implement set up and take down for community events
- Perform preventative maintenance routinely
- Promote the good will of the City
- Perform other tasks as assigned

Skills:

- Working knowledge of custodial and maintenance tasks to ensure an efficient and safe environment
- Ability to work safely with a wide range of chemicals according to federal and state regulations
- Ability to operate job related equipment
- Ability to work in emergency conditions
- Ability to communicate effectively; both orally and in writing
- Ability to lift and carry items weighing up to 50 pounds
- Ability to work independently and in a team environment
- Ability to be punctual and in regular attendance

Education:

- High School graduate or equivalent

Experience:

- Minimum two (2) years of custodial experience in a public setting preferred

| Approved ~~June 1, 2013~~ February 17, 2014



Cemetery Worker Position Description

Status: Non-Exempt, Part-Time Position

Supervisor Title: Public Works Director

Department: Public Works

Responsibilities:

- Responsible for grounds maintenance within the Maize Cemetery
- Operate and maintain grounds equipment
- Ensure American Flags are in place on national holidays
- Promote the good will of the City
- Perform other tasks as assigned

Skills:

- Ability to perform all grounds maintenance including, but not limited to grass, trees, shrubs, and flowers
- Ability to operate a variety of maintenance equipment and tools safely and efficiently
- Ability to work outdoors in inclement weather conditions
- Ability to work independently and in a team environment
- Ability to possess a valid Kansas Driver's License

Education:

- High School graduate or equivalent

Experience:

- None

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

AGENDA ITEM # 8A

ITEM: New Cingular Wireless PCS, LLC (AT&T Mobility Corporation) Tower Lease Agreement

BACKGROUND:

New Cingular Wireless PCS, LLC has requested the City enter into a lease agreement to place antennas on top of the City's water tower.

New Cingular wireless shall pay the City \$1000.00 for the Option to Lease for 1 year. This may be extended at the end of the Option period for an additional 6 months upon written notice to the City and payment of \$500.00. If New Cingular Wireless exercises this option and places antenna facilities on the tower, the initial term is 5 years with an option to extend for three additional five-year terms.

It appears that the option will be exercised immediately, because preliminary construction plans have already been submitted and reviewed by the City Engineer and approved. A structural study of the tower railing system has been completed and approved. The final construction plans will also be approved before construction begins.

FINANCIAL CONSIDERATIONS:

New Cingular shall pay the City \$24,000.00 for the first year of the initial term of this lease. Beginning on the first anniversary of the commencement date and each anniversary thereafter including during renewal terms, shall be increased and compounded by 3% per year.

LEGAL CONSIDERATIONS:

The City Attorney has drafted and approved the lease agreement as to form.

RECOMMENDATION/ACTION:

Approve the New Cingular Wireless Lease Agreement and authorize the Mayor to sign

**CELLULAR LEASE WITH OPTION
FOR
ANTENNA ON WATER TOWER**

THIS CELLULAR LEASE WITH OPTION (this "Lease") is by and between City of Maize, Kansas, with an address at 10100 West Grady, Maize, Kansas 67101 ("Landlord"), as lessor, and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company with its principal office located at 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 ("Tenant") as lessee. Landlord and Tenant are at times collectively referred to as "Parties" or individually as a "Party".

RECITALS

Landlord owns the property described on the attached Exhibit A, located at _____, Maize, Kansas 67101 (the "Property"), together with the Water Tower (the "Water Tower") located on the Property, which is commonly known as the City of Maize, Kansas Water Tower, and

Tenant wishes to place a wireless communications facility at the Water Tower, including the placement of antennas, lines and cables on the Water Tower, with the accompanying electronic equipment cabinets to be placed on the ground nearby, and

As a result Tenant wishes to lease from Landlord a portion of the Property for the placement of Tenant's electronic equipment cabinets and the right to place its antennas, lines and cables on the Water Tower, together with a non-exclusive easement for utilities and ingress and egress for access.

In consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Lease, Tenant and Landlord agree as follows:

1. Option to Lease.

(a) In consideration of the payment of One Thousand Dollars (\$1,000.00) by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the Premises (as defined below), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of one (1) year, commencing on the Effective Date (as defined in Section 22 below) (the "Option Period"). The Option Period may be extended by Tenant for an additional six (6) months upon written notice to Landlord and payment of the sum of Five Hundred Dollars (\$500.00) at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense but without any change to the terms of this Lease, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) and Antennas (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC")) (collectively

"Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use and Water Tower permits and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other tests or engineering procedures or environmental investigations on the Property, including, without limitation, the right to conduct and prepare a Phase One environmental assessment and/or baseline environmental assessment of the Property, or equivalent as permitted by applicable Federal or state law, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property or offer, agree to or accept any Governmental Approvals in conflict with or which require any alteration or modification of the terms of this Lease without first obtaining Landlord's written consent. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the terms and conditions set forth herein, Landlord hereby leases to Tenant the use of both (i) a portion of the Property as an equipment enclosure for the placement of the Electronic Equipment (as defined below) and (ii) another portion of the Property for Antennas (as defined below), together with easements for access and utilities as set forth in Section 7(i) below, all according to the survey and legal description set forth in Exhibit B attached hereto (both of the preceding leased parcels being collectively referred to herein as the "Premises"). The equipment enclosure portion of the Premises is approximately ___ feet by ___ feet, and comprises approximately 800 square feet, exclusive of easements.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the fifth (5th) anniversary of the Commencement Date (the "Initial Term"). The word "Term" refers to both the Initial Term and Renewal Term (as defined below).

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair, replacement or upgrade of related support facilities (such as not to exceed nine antennas, cables, fencing, equipment shelters and/or cabinets) for the provision of what is commonly known as cellular telephone service and for any other related purpose for which Tenant is licensed. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Premises.

4. Rent. Tenant shall pay Landlord, as rent, Twenty Four Thousand Dollars (\$24,000.00) for the first year of the Initial Term of this Lease, and starting on the first anniversary of the Commencement Date, and each anniversary thereafter (including during "Renewal Terms", as defined below), Twenty Four Thousand Seven Hundred and Seventy Two Dollars (\$24,772.00) increased and compounding by three percent (3 %) per year (collectively "Rent"). Any Rent not paid within ten (10) days of the due date shall be assessed a five percent (5%) late fee and shall

bear interest at one and one-half percent (1.5%) per month or (if less) at the highest rate allowed by law. Landlord shall invoice Tenant for any such fees incurred. If this Lease is terminated at a time other than on the last day before the anniversary date, then except as provided below, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for three (3) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, with Rent continuing to increase and compound by three percent (3%) per year. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. Any holding over by Tenant after the expiration of the Initial Term and any Renewal Term, with the consent of the Landlord, shall be construed to be a tenancy from month to month on the terms and on the conditions set forth herein, except that the Rent hereunder shall be at one hundred ten percent (110%) of the Rent paid in the last year of the prior Term, prorated and paid monthly in advance.

6. Interference, Testing and Reservation.

(a) Tenant shall not use the Premises or Antennas (as defined below) in any way which interferes with the use of any portion of the Property by Landlord, or by lessees or licensees of Landlord with rights in any portion of the Property prior to Tenant's recording a Memorandum of Lease as to the Premises. Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, grantees, employees, invitees or agents to use, any portion of the Property in any way which materially interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering Party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

(b) The Water Tower is in use and will be during the Term. If required for the operation, use, maintenance, repair or replacement of the Water Tower, Tenant shall, upon prior written notice, temporarily cease or modify its operations on the Property as directed by Landlord, in order to protect the health, safety and welfare of workers or other persons on the Property. In particular, Tenant shall shut down the Electronic Equipment (as defined below) and the Antennas (as defined below) whenever Landlord or its contractors, employees or agents will be working on or near the portion of the Water Tower on which Tenant's antennas are mounted, such as the roof or walls adjacent thereto. In addition, Tenant shall install and maintain its Antennas (as defined below) in a manner which does not reduce the useful life (or increase the maintenance or repair cost) of the Water Tower or any portion of it (for example, by putting any additional loading on a portion of the Water Tower which would create leaks or reduce the useful life of the Water Tower).

(c) Both Landlord and Tenant shall be allowed to conduct radio frequency emission and interference studies from time to time to determine whether Tenant's use of the Premises, Electronic Equipment and/or Antennas (as defined below) will interfere with Landlord's or

Landlord's lessee's or licensees current or proposed use of the Premises or Property. In the event that such a study indicates that Tenant's use will or potentially will interfere with Landlord's or its lessee's or licensee's current or proposed use of the Property, Tenant shall have ninety (90) days to remedy the interference to Landlord's satisfaction. If the problem is not so remedied in ninety (90) days, then Landlord may require Tenant, at Tenant's full expense, to relocate Tenant's Electronic Equipment and/or Antennas (as defined below) so as to remove or minimize the interference, to the extent Landlord deems necessary. Landlord shall permit Tenant to place a temporary antenna facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant and Landlord, during such relocation.

(d) Landlord may, at its expense, perform tests as necessary to determine compliance of the Electronic Equipment and/or Antennas (as defined below) located on the Property with Federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310, or subsequent Federal rules as from time to time in effect.

(e) Tenant shall conduct an initial test for compliance with Federal radio frequency exposure limit rules prior to placing Tenant's Electronic Equipment (as defined below) and Antennas (as defined below) into commercial operation, and Tenant shall perform additional tests upon reasonable request by Landlord and upon any significant change in the Electronic Equipment (as defined below) or Antennas (as defined below) on the Premises. All such testing shall be performed by a qualified radio engineer, and shall show whether and where (i) workers on the interior or exterior portions of the Water Tower and (ii) persons outside the walled or fenced part of Equipment Enclosure portion of the Premises (such as inside the Water Tower or elsewhere on the Property) may be exposed to radio frequency emissions in excess of those allowed by applicable Federal radio frequency exposure limit rules then in effect. A copy of the test results shall be provided to both Parties. If such tests show noncompliance with applicable Federal radio frequency exposure limit rules then in effect, then Tenant shall cease the operations suspected of causing such noncompliance (except for intermittent testing to determine the cause of such interference) until subsequent tests again show compliance with such rules.

(f) Tenant shall install and maintain signs in number, placement, language, color, form and substance acceptable to Landlord and as required by applicable law, warning workers or other persons on the exterior (and applicable interior portions, if any) of the Water Tower that for safety reasons they should not be there unless the Electronic Equipment and Antennas (as defined below) have been shut down.

(g) Landlord does not grant, and reserves for itself, its lessees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, other hydrocarbons or minerals on, as to, under or about any portion of the Premises and Property; (ii) rights to generate electricity from the wind or wind power on, as to or about any portion of the Premises and Property; and (iii) the right to grant to others the rights hereby reserved.

7. Tenant Improvements; Utilities; Access.

(a) On the equipment enclosure portion of the Premises, Tenant shall have the right, at its expense, to erect and maintain "Electronic Equipment" meaning improvements, personal property and facilities to operate its communications system (i) including radio receivers, transmitters, related facilities, equipment shelters and/or cabinets, related cables and utility lines

and a location based system, (ii) but excluding any tower, base for a tower, antennas (other than GPS antennas as may be depicted on Exhibit B or as agreed to under Section 7(c)) or microwave type dishes in accordance with and in compliance with both Exhibit B and Exhibit D. Tenant shall also have the right, at its expense, to erect and maintain antennas on the Water Tower and, cables (connecting the antennas to the Electronic Equipment) and cable trays (such antennas, cables and cable trays collectively referred to as "Antennas") on the Property in accordance with Exhibit D and the drawings attached as Exhibit B.

Exhibit B shall contain a survey and legal description of the Premises (including easements); a site plan which sets forth all improvements to be placed on the Property including Antennas, any ice bridge, equipment cabinets, utility boxes, fences, walls, any generators or provision for temporary generators, any fuel tanks or provision for temporary fuel tanks, any backup battery cabinets and parking; elevation drawings for all the preceding items; fence and wall detail; and specifications for all exterior colors, paint, other finishes and landscaping. If Tenant or its agents or contractors have provided Landlord with photo simulations of what the Premises and/or Property will look like upon construction of the Antennas and/or Electronic Equipment then such photo simulations are attached as Exhibit D.

(b) Prior to commencing construction, Tenant shall submit plans and specifications for all improvements ("Plans") to Landlord for Landlord's written approval, not to be unreasonably withheld, conditioned or delayed (this standard means approval is deemed to have occurred if there is no response within forty (40) business days of submittal). After Landlord's (i) failure to respond in writing to Tenant's proposed Plans within forty (40) business days of their receipt; or (ii) failure to provide a written response within twenty (20) business days of receipt of Plans revised by Tenant after comment from Landlord in accordance with this Section, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Lease as Exhibit B. If Landlord disapproves the Plans then the Tenant will provide Landlord with revised Plans, such revisions to be within Tenant's reasonable discretion. In the event Landlord disapproves of the revised Plans, Tenant may either (i) make further revisions to the Plans and submit them to Landlord for review or (ii) terminate this Lease without further liability by providing written notice to Landlord. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Lease and will return the Plans to Tenant promptly upon request. No improvement, construction, installation or alteration shall be commenced until plans for such work has been approved by the Landlord and all necessary permits have been properly issued. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval when no changes to the exterior appearance of Tenant's Electronic Equipment or Antennas are made.

(c) Tenant shall have the right to alter, replace, enhance or upgrade the Electronic Equipment and/or Antennas at any time during the Term of this Lease to the extent that such changes do not materially differ from Exhibit B and Exhibit D. Any material changes from Exhibit B and/or Exhibit D shall require Landlord's written approval, and such approval shall not be unreasonably withheld, conditioned or delayed.

(d) Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the Premises or Property as a result of acts or omissions of Tenant or Tenant's employees, agents or contractors, Tenant shall cause

such lien to be discharged or appropriately bonded or otherwise reasonably secured within sixty (60) days after Tenant receives written notice that the lien has been filed.

(e) Landlord acknowledges that except for Tenant's non-compliance with this Lease it shall not interfere with Tenant's construction on the Property including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antennas and/or Electronic Equipment.

(f) Tenant, at its expense, will use any and all appropriate means of restricting access to the Electronic Equipment, including the construction of a permanent fence or wall if and as set forth on Exhibit B and/or Exhibit D, and if necessary, a temporary fence during construction.

(g) Tenant shall, at Tenant's expense, keep and maintain the Antennas and Electronic Equipment now or hereafter located on the Property in good condition and repair during the Term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, Tenant at its expense shall remove the Antennas and Electronic Equipment and then shall repair any damage caused by such removal. To the extent reasonable, Tenant shall restore and return the Premises to its condition at the commencement of this Lease, including Tenant removing footings, foundations and concrete on the equipment enclosure portion of the Premises to a depth of two feet below grade, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. If Landlord requests that Tenant not remove all or a portion of the improvements, title to the affected improvements shall thereupon transfer to Landlord, and thereafter the improvements shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove same. Any personal property, equipment or other improvements which are not removed within one hundred twenty (120) days following the termination of this Lease shall become the property of Landlord, at Landlord's option. Notwithstanding any other provision of this Lease, Tenant's obligation to pay Rent hereunder shall continue until Tenant has complied with this subsection (g).

(h) Tenant shall have the right to install utility lines serving the Premises and to improve the present utilities on the Property, all at Tenant's expense. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for utilities on the Property used by Tenant. Tenant shall pay when due all charges for utilities serving the Premises during the Term of the Lease.

(i) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant a non-exclusive easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to access and service the Premises and the Antennas at all times during the Term of this Lease (collectively, the "Easements"). The Easements and their legal description are shown on Exhibit B attached hereto. The Easements are non-exclusive, and Landlord retains for itself, its lessees, successors and assigns, the right fully to use and enjoy said Easements and any roads or roadways located thereon. The Easements shall have the same term as this Lease.

(j) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises and Antennas ("Access") at all times during the Term of this Lease. Upon prior notice to Tenant,

Landlord and its agents shall have the right to examine the Antennas and to enter the Premises at reasonable times to examine and inspect the Electronic Equipment and the Premises; however, Landlord, its employees or agents shall not unreasonably impede or deny access to Tenant, its employees or agents. Landlord reserves the right to perform structural or cosmetic maintenance on the Water Tower. Landlord shall give Tenant at least ninety (90) days' prior written notice of the intended work and the opportunity, at Lessee's cost and expense, to temporarily relocate and continue to operate its antennas, or otherwise to secure the Antennas or the Electronic Equipment generally, to protect them from damage and allow Tenant's continued operation. Landlord shall permit Tenant to place a temporary antenna facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant, at Landlord's costs.

(k) Prior to Tenant commencing construction on the Property Tenant shall provide Landlord with the name of the contractor that will be constructing the improvements. The contractor is subject to the prior written approval of Landlord, such approval not to be unreasonably withheld.

(l) Tenant shall, prior to commencing any construction on the Property, post a performance bond in form and with a surety company reasonably acceptable to Landlord, assuring that the improvements will be constructed without the attachment of any construction liens, which bond shall expire after the completion of the lien filing period. Tenant shall, following completion of construction, post a removal bond (or, at Tenant's option, a letter of credit) from a surety or bank reasonably acceptable to Landlord, and in an amount reasonably deemed necessary to assure that the funds will be available at the termination of the Lease for removal of the Electronic Equipment and Antennas.

(m) Tenant may not place or allow the placement of any signs or graffiti on the Premises, except for those required for emergency notification and identification, or as required by Section 6(f), law or rule. After thirty (30) days' notice to remove, Landlord at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein. Tenant shall reimburse Landlord all costs incurred by Landlord in connection with such abatement or removal within thirty (30) days of Landlord's presenting Tenant with a statement of such costs.

(n) Tenant shall, at its own expense, maintain the Premises and Antennas and all improvements, equipment and other personal property of Tenant on the Property in good condition and repair, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Water Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, excluding any landscaping installed by Tenant as a condition of this Lease or any required permit. Tenant will maintain landscaping installed by Tenant. Tenant shall keep the Premises and Antennas free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference in violation of applicable law.

(o) Notwithstanding any provision in this Lease to the contrary, Landlord shall have the right, at any time (and from time to time) during the Term of this Lease, to relocate the Electronic Equipment and/or Antennas, or any portion of them, at Landlord's expense, to another

location suitable for Tenant's use. Tenant shall be given at least one hundred eighty (180) days notice of such relocation, shall fully cooperate in such relocation, and Landlord shall reimburse all Tenant's costs associated therewith. Landlord shall permit Tenant to place a temporary antenna facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant, at Landlord's costs until such relocation is complete. There shall be a fifty (50%) percent reduction in the then current Rent until the relocation of the Electronic Equipment and Antennas is complete.

7A. Use by Other Providers.

(a) The Antennas and Premises may only be used by one entity (Tenant) except as set forth in subsections (b) and (c) below.

(b) Tenant may sublease or otherwise allow use of the Antennas by other providers of licensed or unlicensed telecommunications services ("Other Providers"), but without a signed amendment to this Lease such use or subleases shall only be for the antenna (transmitting antennas, receiving antennas and microwave dish) portion of the facilities of such Other Providers, and only for uses permitted under Section 3 or for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term). All other portions of the facilities used by such Other Providers shall not be located on the Premises, and instead, Landlord may lease additional ground space adjacent to the Premises to such Other Providers for same.

(c) Each Other Provider shall be solely responsible both for the cost of placing its antennas on the Premises for any liabilities that arise from the Other Provider's use of the Premises.

(d) This Lease does not restrict or prevent Landlord from leasing other portions of the Property to Other Providers, such as for their antennas or communications facilities.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Landlord to Tenant (and, if applicable, pursuant to Section 15(b)), if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if within the first one hundred eighty (180) days following the Commencement Date Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antennas on the Property;

(c) upon twelve (12) months written notice by Tenant if, despite diligent effort by Tenant, Tenant is unable to obtain, maintain, or otherwise forfeits, cancels or has been canceled, or allows to expire without renewing any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary for the installation and/or operation of the Antennas and Electronic Equipment; or

(d) upon ninety (90) days written notice by Tenant if destruction or damage to the Antennas or Electronic Equipment substantially and adversely affects their effective use; or

(e) no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Lease by Tenant under any other termination provision contained in any other Section of this Lease.

(f) upon ninety (90) days written notice by Landlord for no reason, so long as Landlord pays Tenant a termination fee equal to three (3) months' Rent, at the then-current rate; provided, that no such termination fee will be payable on account of the termination of this Lease by Landlord under any other termination provision contained in any other Section of this Lease.

9. Default and Right to Cure.

(a) Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof (and, if applicable, pursuant to Section 15(b)), to take effect immediately, if the other Party (i) fails to perform any material covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days written notice to the defaulting Party.

(b) Tenant shall be in default if it (i) fails to make any payment of Rent or other sums to Landlord when due, and does not cure such default within thirty (30) days after receipt of written notice from Landlord of such failure; (ii) abandons the Electronic Equipment or Antennas or vacates the Premises; (iii) is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (iv) if Tenant becomes insolvent. Landlord shall be in default if it (i) fails to provide access to the Premises as required by Section 7 of this Lease within twenty-four (24) hours after written notice of such failure; (ii) fails to cure an interference problem as required by Section 6 of this Lease within twenty-four (24) hours after written notice of such failure; or (iii) fails to perform any term, condition, or breach of any warranty or covenant under this Lease within thirty (30) days of written notice from Tenant specifying the failure. If Landlord remains in default beyond any applicable cure period, Tenant will have: (x) the right to cure Landlord's default and to deduct the costs of such cure from monies due to Landlord from Tenant, and (y) any and all other rights available to it under law and equity.

(c) In the event of a Tenant default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons there from, and either:

(1) declare this Lease at an end, in which event Tenant shall immediately remove the Electronic Equipment and Antennas (and proceed as set forth in Section 8) and pay Landlord a sum of money equal to the total of (i) the amount of the unpaid Rent accrued through the date of termination; and (ii) any other amount necessary to compensate Landlord for its costs related to collection and recovery of the Premises caused by Tenant's failure to perform its obligations under the Lease, or

(2) without terminating this Lease, relet the Premises, or any part thereof, for the account

of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees related to collection and recovery of the Premises, but excluding any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, and Landlord may bring an action therefore as such monthly deficiency shall arise.

(d) No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(e) If suit shall be brought by Landlord for recovery of possession of the Premises, removal of the Antennas, removal of the Electronic Equipment, for the recovery of any Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefore, including reasonable attorney fees.

(f) In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice given as set forth in subsection (a) above, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Rent otherwise due and shall be added to the Rent and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

10. Taxes. Landlord, as a Municipality, is exempt from paying ad valorem taxes.

Tenant shall pay any personal property tax, real property tax, franchise fee, franchise tax, business fee, business tax or any other tax or fee which is directly or indirectly attributable to the leasehold estate, presence or installation of the Tenant's Electronic Equipment or Antennas, or those of an Other Provider, or Tenant's (or an Other Provider's) presence or operations on the Property. Landlord hereby grants to Tenant the right (with written notice to Landlord complying with Section 12 below) to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property tax, real property tax or other fee or assessment that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly or indirectly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, such notice must comply with Section 12 below.

11. Insurance, Subrogation and Indemnification.

(a) Tenant shall provide commercial general liability insurance with respect to its activities on the Property in an aggregate amount of Five Million Dollars (\$5,000,000.00) and with a minimum combined single limit for each occurrence of One Million Dollars (\$1,000,000.00); "All Risk" property insurance for its property replacements costs; Tenant may self-insure this coverage; and statutory Worker's Compensation Insurance as required by law at a minimum of One Million Dollars (\$1,000,000.00); and Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant and its employees with personal injury protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000.00) as the combined single limit for each occurrence for bodily injury and property damage. Landlord shall be included as an additional insured on the commercial general liability insurance and automobile liability policies and shall be provided with a Certificate(s) of Insurance as requested by Landlord at the Effective Date of this Lease and subsequently. Landlord's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and, (iii) not exceed Tenant's indemnification obligation under this Lease, if any. Tenant shall provide at least thirty (30) days' prior written notice to Landlord upon any cancellation or non-renewal of any required coverage that is not replaced. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Tenant shall provide at the start of and during the period of any construction, an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Electronic Equipment and Antennas. Upon completion of the installation of the Electronic Equipment and Antennas, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed. Tenant may self-insure this coverage.

(c) Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises or Property endeavor to carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverages of the type, with the restrictions, and in reasonable and prudent amounts.

(d) The commercial general liability insurance and automobile liability policies required under this agreement shall include Landlord and any subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, trustees, employees, and agents as additional insureds (herein referred to as the "Additional Insureds"). Each policy which adds Additional Insureds hereunder shall include cross-liability wording, equivalent to the following:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

(e) Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this Section shall be filed and maintained with Landlord annually during the Term of the Lease. Tenant shall advise Landlord as soon as reasonably possible of any claim or litigation that may result in liability to Landlord.

(f) All insurance shall be affected under valid and enforceable policies, insured by insurers eligible to do business by the State of Kansas. All insurance carriers and surplus line carriers shall be rated A minus ("A-") or better by A.M. Best Company. Tenant may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Lease. In the event Tenant elects to self-insure its obligation under this Lease to include Landlord as an additional insured, the following conditions apply:

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

(g) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Antennas or Electronic Equipment or Tenant's breach of any provision of this Lease, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors. Landlord (if and to the extent allowed by law) agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Lease, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(h) Intentionally deleted

(i) Notwithstanding the foregoing, indemnification under this Section 11 and Section 14 shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified Party or anyone claiming through the indemnified Party. Notwithstanding anything to the contrary in this Lease, the Parties hereby confirm that the provisions of this Section 11(h) through (k) shall survive the expiration or termination of this Lease.

(j) In the event any action or proceeding shall be brought against a Party by reason of any matter for which the Party is indemnified under Sections 11 or 14, the indemnifying Party shall, upon notice from the indemnified Party, at the indemnifying Party's sole cost and expense, resist and defend the same with legal counsel selected by the indemnifying Party; provided however, that the indemnifying Party shall not admit liability in any such matter on behalf of the indemnified Party without the written consent of the indemnified Party and provided further that the indemnified Party shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the indemnifying Party.

12. Notices.

(a) All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: KSU5667
Cell Site Name: Maize DT __ (KS)
Fixed Asset No: 12878392
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: KSU5667
Cell Site Name: Maize DT __ (KS)
Fixed Asset No: 12878392
208 S. Akard Street
Dallas, Texas 75202-4206

If to Landlord, to:

City Clerk, City of Maize, KS
PO Box 245
10100 W. Grady Avenue
Maize, KS 67101

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

(b) Notice for all operational and emergency contacts shall initially be as follows. Landlord and Tenant shall each notify the other as the following change from time to time:

If to Tenant, for general operational matters:

Tenant Emergency Services contact:

Network operations center – 800-____ - _____

If to Landlord, for general operational matters:

Landlord Emergency Services contact:

City Administrator, City of Maize, KS
PO Box 245
10100 West Grady Avenue
Maize, KS 67101

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease and bind itself hereto through the party set forth as signatory for the party below; (ii) it solely owns the Property and has title to the Property free and clear of any liens or mortgages, except those disclosed in writing to Tenant, of record, or which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or lease, or other agreement binding on Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may reasonably require in connection therewith. Landlord covenants that at all times during the Term of this Lease, Tenant's sole, actual, quiet and peaceful enjoyment and possession of the Premises or any part thereof shall not be disturbed and shall be without hindrance or ejection by any persons lawfully claiming under Landlord as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents and warrants that, (i) the Property, as of the date of this lease, is free of Hazardous Substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property. Tenant, its officers, agents, affiliates, contractors and subcontractors and employees, shall not introduce or use any Hazardous Substance on the Property, Premises or Easements in violation of any applicable law. "Hazardous Substance" means any substance or material defined or designated as hazardous or

toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term pursuant to any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Landlord (if and to the extent allowed by law) and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims") to the extent arising from that party's breach of its obligations or representations under Section 14(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with Hazardous Substances prior to the effective date of this Lease or from such contamination caused by the acts or omission of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from Hazardous Substances brought onto the Property by Tenant.

In the event Tenant becomes aware of any Hazardous Substances on the Property, or any environmental, health or safety condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Landlord.

15. Assignment and Subleasing.

(a) Tenant shall have the right to assign or otherwise transfer this Lease to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the Property what are commonly known as cellular telephone services, (ii) is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located, and (iii) which has a credit rating from one of the three largest national credit rating agencies greater than or equal to that of Tenant at the time of the assignment. Upon notice to Landlord of such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder; provided assignee accepts this Lease in full, without amendments or changes thereto, steps into the shoes of Tenant, including being responsible and liable for events or defaults which occurred prior to the assignment, and cures any outstanding defaults. Landlord may still hold Tenant liable under this Lease if the assignment is to an assignee which has a credit rating from one of the largest three national credit rating agencies lower than that of the Tenant at the time of assignment.

(b) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Electronic Equipment and Antennas, and may assign this Lease and the Electronic Equipment and Antennas, to any bona fide mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

(c) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

(d) Landlord may assign or transfer this Lease, and, upon written notice to Tenant of such assignment, shall be relieved of all liabilities and obligations hereunder provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Landlord in this Lease, including the obligation to respect Tenant's rights to non-disturbance and quiet enjoyment of the Premises during the remainder of the Term hereof.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Electronic Equipment and Antennas or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent. Should Tenant fail to remove its Electronic Equipment and Antennas as required by this Lease, then the waiver of lien rights is void.

18. Intentionally deleted

19. Treatment in Bankruptcy. The Parties to this Lease hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Lease Tenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Code"), this Lease is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

20. Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Tenant invokes this provision because damage to the Electronic Equipment, Antennas or Premises has hindered, delayed, or prevented Tenant from using the Premises, Tenant may immediately erect any temporary Electronic Equipment on the Premises and such temporary Antennas at such location as Landlord and Tenant may agree as is necessary to resume service, provided that such temporary facilities do not unreasonably interfere with Landlord's use of the Property or ability to repair or restore the Premises or Property.

21. Non-Waiver. Failure of Landlord or Tenant to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but Landlord and Tenant shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

22. Miscellaneous.

(a) The effective date of this Lease is the date of execution by the last Party to sign (the "Effective Date").

(b) Each Party agrees to furnish to the other, within twenty (20) business days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both Parties.

(d) Each Party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises or Property. The Memorandum of Lease may be recorded in place of this Lease by either Party.

(e) This Lease shall be construed in accordance with the laws of the State of Kansas. Claims arising out of or requiring the interpretation of this Agreement will be brought and litigated exclusively in the courts located with Sedgwick County, Kansas, or if a federal court, the court whose district includes Sedgwick County, Kansas.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein or attached hereto are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

(k) Landlord hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises. Tenant accepts the Premises "As Is."

(l) Anti-Discrimination Clause: The Tenant agrees: (i) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (ii) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (iii) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (iv) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (v) that a failure to comply with the reporting requirements of (iii) above or if the Tenant is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the School District; (vi) if it is determined that the Tenant has violated applicable provisions of ADA, such

violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the Landlord.

Parties to this Agreement understand that the provisions of this paragraph 22(l) (with the exception of those provisions relating to the ADA) are not applicable to a entity who employs fewer than four employees during the term of such Agreement or whose contracts with the School District cumulatively total \$5,000 or less during the fiscal year.

(m) Compliance with Laws. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“Laws”) applicable to Tenant’s use of the Antennas and Electronic Equipment on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property, the Water Tower and any other improvements on the Property.

(n) W-9. As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

23. Condemnation. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within ten (10) days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant’s determination or Landlord’s determination, to render the Premises unsuitable for Tenant, this Lease will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will be limited to, if applicable, the value of its Antennas and Electronic Equipment, moving expenses, prepaid Rent, and business dislocation expenses.

24. Casualty. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within ten (10) days of the casualty or other harm. If any part of the Antennas or Electronic Equipment or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant’s sole determination, then Tenant may terminate this Lease by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Lease, such temporary facilities will be governed by all of the terms and conditions of this Lease, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within ninety (90) days after the casualty or other harm.

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IN WITNESS WHEREOF, the parties have caused this Lease to be effective as of the last date written below.

LANDLORD:

City of Maize, Kansas

By: _____
Printed Name: Clair Donnelly
Its: Mayor
Date: _____

ATTEST:

By: _____
Printed Name: Jocelyn Reid
Its: City Clerk
Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
A Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Printed Name: _____
Its: _____
Date: _____

4914508_2.DOC

EXHIBIT A

Legal Description of Property

The Property is legally described as follows:

[INSERT LEGAL DESCRIPTION OF PROPERTY]

EXHIBIT B

**The legal description of the Premises being leased by Tenant and
the location of the Antennas and Premises on the Property
(together with access and utilities)
are more particularly described and depicted on the Site Plan as follows:**

(ATTACH SITE PLAN)

EXHIBIT C

**Memorandum
of
Lease**

[ATTACH MEMORANDUM OF LEASE]

EXHIBIT D

**Photo Simulations of the Appearance of
the Water Tower, Premises and Property
Upon Completion of Construction**

[ATTACH PHOTO SIMULATIONS]

Monthly Council Report

March 2014



Department Highlights

- All departmental operations are functioning as they should.
- Our 2010 patrol car that was taken out of service and placed purplewave.com, an on-line auction site sold for \$5700.00.
- Our new 2014 patrol car is now in service.

Patrol Mileage:

607- 98,000
309- 81,326
709- 82,661
214- 100
410- 120,393
111- 31,422
512- 36,079
812- 25,442

Monthly repairs:

No major repairs

Budget status: 20 / 100%

Major purchases: Purchased of two (2) mobile radios and two (2) portable radio's to comply with radio system upgrades. Total cost - \$13,000.00. From budgeted funds.

Current Staff Levels.

8 Full-time
4 Part-time
3 Reserve
2 Reserve -Vacant
1 Part-time - Vacant

Monthly Activities

January Police Reports - 112
January calls for service - Not available

Community Policing:

Officer Rudrow is working on organizing the run-to-believe security detail and other upcoming department events.

PUBLIC WORKS REPORT 3-11-2014

Regular Maintenance

- Graded all streets several times this past month. Still in the winter snow mode. Plowed and salt/sanded streets several more times this past month. Hope to be done with that soon so we can get back to some more productive work.
- Continue to check the water quality and lift stations daily.
- Have dug five graves this past month. Are working to repair the flag poles at the Cemetery (pulleys are bad at the top). Will get that done soon.

Special Projects

- Jeff Priddle and I went to an APWA roundtable discussion last week in Hutchinson. Several cities were represented there and several topics were discussed. Snow and ice control, plowing residential streets. Slurry-sealing streets, grading dirt streets, paving streets and equipment maintenance costs. Very interesting to hear what other cities are experiencing.
-
- We got the pond pump in and are now trying to get that scheduled with Lee Matthews Company to get the structure pumped out and cleaned so the new pump can be installed. We also got the new auger built for the WWTP and will get installed soon.
- Are trying to put together the specs for our new one-ton truck so we can send out for pricing. We will have to buy the truck and then price a bed from a couple of truck bed companies to build it the way we want.
- We are still waiting on a second engineering cost for the WWTP upgrade. MKEC is putting that together.
- Met with K&O Railroad 3-10-2014 to establish the work around the second entrance to Carriage Crossing. We may have to get that started soon if the house building starts soon.
- Two way radios ordered. They should be here in three to four weeks. Thirteen ordered with accessories the cost is about 19,000 dollars. The cost of each radio was 1369.80 each.

Ron Smothers
Public Works Director

Water and Wastewater Report
February 13, 2014 – March 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).

Wastewater Operation

February 12 – Three representatives of JCI were here to tour the plant.

February 19 – IET replaced the motor starter on the #1 pump at the Longbranch lift station. Also, two engineers from MKEC toured the plant and discussed upgrades.

February 20 – Contractor completed the annual fire extinguisher service.

February 22 – Replaced a pump warning relay that had failed on the #2 pump at the Meadows lift station.

February 24 – Jerry Grant, Fort Scott Community College, made his first appearance here. He is conducting a nutrient removal study under a contract by the state.

March 4 – The replacement pump for the Fieldstone stormwater structure finally arrived.

March 6 – Rob Mahan and Michael Rudy toured the plant on behalf of Aeromod.

Routine maintenance continues as scheduled.

Matt Meeks
Water and Wastewater Operator

City Engineer's Report
03/17/14

New Home Permits

Twenty-one (21) new single-family permits have been issued in 2014; four (4) in The Woods at Watercress, two (2) in Watercress II, three (3) in Fiddler's Cove, two (2) in Watercress Village, two (2) in Emerald Springs, two (2) in Eagles Nest and five (5) in Hampton Lakes.

Sims Insurance Addition

Building is proceeding with framing and roofing nearly complete.

Watercress Village III Addition

Base lift of asphalt is complete. Sidewalk construction is 90% complete. Some water meters to be relocated to complete sidewalk.

PLANNING ADMINISTRATOR'S REPORT

DATE: March 17, 2014
TO: Maize City Council
FROM: Kim Edgington, Planning Administrator
RE: Regular March Council Meeting

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

1. Watercress Village – the developer has requested an amendment to the PUD to eliminate any multi-family uses and a vacation of some of the building setbacks to construct concrete wall screening. The Planning Commission approved an amendment to the PUD to allow the construction of a concrete screening wall along the west boundary, to remove all multi-family uses, and to construct a wrought iron fence along a portion of the south boundary. The Planning Commission also recommended approval of the building setback vacation along a portion of the south boundary. The vacation case was approved by the City Council on February 17th. The applicant has submitted plans for the concrete screening wall to be reviewed by the Planning Commission prior to wall construction.
2. Amendments to Zoning Code – The Planning Commission approved the language for an amendment to the Zoning Code regarding the types of structures that are allowed within building setbacks. The official public hearing for this amendment will be at the April 3, 2014 Planning Commission meeting.
3. Carriage Crossing replat – The developer has requested a replat in order to package the entire development as a rental home community. This case is on the current City Council agenda.
3. Vacation of Mikado street right-of-way – The Planning Commission voted at their February meeting to defer this request until further study is completed regarding the need for drainage improvements.
4. General planning issues – I continue to meet, both on the phone and in person, with citizens and developer's representatives requesting information on general planning matters, such as what neighboring property owners are planning to do, what they are allowed to do on their property, and what the process is for submitting various applications and materials to the Planning Commission.



**City Clerk Report
REGULAR COUNCIL MEETING
March 17, 2014**

Year to date status (Through 02/28/13):

General Fund –			
	Budget	YTD	
Rev.	\$2,577,446	\$ 932,360	36.17%
Exp.	\$3,030,450	\$ 440,070	14.52%
Streets –			
Rev.	\$280,040	\$ 48,901	17.46%
Exp.	\$268,000	\$ 63,385	23.65%
Wastewater Fund-			
Rev.	\$681,000	\$ 141,319	20.75%
Exp.	\$681,000	\$ 122,364	17.97%
Water Fund-			
Rev.	\$749,600	\$ 131,857	17.59%
Exp.	\$749,600	\$ 121,886	16.26%

Health & Dental Benefits

Per Council's request, here are the 2014 numbers (through 02/28/2014) 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:	\$ 28,585.24	\$ 7,147.00	\$ 35,732.24
Dental:	2,581.99	682.88	3,264.87
Life:	<u>1,088.56</u>	<u>0</u>	<u>1,088.56</u>
	\$ 32,255.79	\$ 7,829.88	\$ 40,085.67

Administrative Employees:

As of 02/28/2014, we had the following number of administrative employees:

Part-Time:	6 (City Engineer, Planning Administrator, Code Enforcement, City Attorney, City Attorney's Assistant)
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 02/28/2014)

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
Remaining Balance:	\$164,014.93

2015 Budget:

Preparations have begun for the 2015 budget. At the March 31st workshop, staff will present the 5-year financial plan. Budget planning will be a topic of discussion at the workshops in April and May. Also, a progress report will be included in the packets for every regular meeting. Each report will focus on a different portion of the budget (general fund, CIP, equipment reserve, etc.).

At the June 2nd workshop, the preliminary 2015 budget draft will be presented to Council. This draft will not include any firm numbers.

At the July 14th workshop, staff will present the final draft of the 2015 budget. This will include the estimated assessed valuation. It is the staff's goal to have this draft to the Council well in advance of the meeting so that Council can look through it thoroughly. Council and staff will discuss the budget and make any recommended changes.

The Council will vote to accept the 2015 budget and set the public hearing at the July 21st regular meeting. The public hearing is tentatively scheduled for the August 4th.



CITY OPERATIONS REPORT

DATE: March 12, 2014
TO: Maize City Council
FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Laura Rainwater
RE: February Report

1) **Economic Development Items**

A few of the economic development items staff is currently working include:

- a. ACES (202 N Park) continue to consider their proposed expansion.
 - Vacation of Mikado street provides 30 additional feet for expansion
 - They would like 40 feet so they could make the expansion – two story
 - Reviewing options
- b. Industrial Development
 - Staff is in discussions with some business and property owners regarding the development of a portion of an industrial park
 - Nothing official to report at this time.
- c. Potential new housing development
 - Staff is in discussions with a developer and landowner regarding a new housing development.
 - Nothing official to report at this time

2) **Kennedy Property (Old Country Story)**

At the March 5th sheriff's sale, a third-party purchaser bid \$220,171 for the property. That turns out to be \$1.88 more than the judgment owed to the Bank. The Bank's attorney says that as soon as the check clears, this matter will be over. The City of Maize will owe nothing.

3) **Pay Plan Review**

Staff has started reviewing the pay plan for the 2015 budget cycle. As we move forward on this the objective is to include council during the process so that we are all on the same page as the pay plan is reviewed.

4) Policy Manuals

- The Personnel Policy Manual was tabled earlier and is on this agenda.
- A new policy manual that collates all of the current policies in the proper place will be developed during this year.

5) AT&T Fiber Network Service

AT&T has installed fiber into our building. You received an update at last week's council updates. Cox could not match AT&T's charges for greater bandwidth (with free installation). The bandwidth (size of the 'faucet' that flows the data) will be 7 times larger. Most importantly it gives us the ability to better negotiate with COX and AT&T when contracts expire.

This does not impact our cable tv service as it is provided to the City for free with our franchise agreement.

6) City Park Update

- Splash Park – Athco of Lenexa, KS and ARC of Minnesota are preparing proposals to present to the Park & Tree Board at the April Meeting.
- Park Board agrees the Skate Park is not in an appropriate location and should be moved. It may be modified, perhaps made smaller with lower jumps. The existing equipment can be stored, sold or part of it scrapped. This is under discussion.

7) City Meetings

- March 17th @ 7pm - Council
- March 21st @ 7pm - Workshop
- April 3rd @7pm – Planning Commission
- April 7th @7pm – City/BOE at City Hall

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 02/28/14	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		\$ 8,331.76	\$ 203,668.24
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	\$ 7,946.25	\$ 181,564.51	\$ 9,435.49
Woods @ Watercress Paving	05	524-13	\$ 444,000.00	\$ 214,666.32	\$ 180,017.55	\$ 394,683.87	\$ 49,316.13
Woods @ Watercress Sewer	05	525-13	\$ 222,000.00	\$ 208,082.65	\$ 5,845.00	\$ 213,927.65	\$ 8,072.35
Woods @ Watercress Storm Water	05	526-13	\$ 164,000.00	\$ 95,198.15	\$ 7,334.56	\$ 102,532.71	\$ 61,467.29

Totals for Series A 2013 \$ 3,530,958.21 \$ 201,183.14 \$ 3,732,141.35 \$ 717,098.65

Temporary Note Resolution Series B 2011

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 02/28/14	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 02/28/14	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	\$1,888,458.29	\$315,439.50	\$85,394.21
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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 02/28/14	Total Expenditures	Resolution Authorization Less Expenditures
Watercress Village 3rd Water	05	532-13	\$ 98,000.00	\$ 69,275.18	\$ 395.66	\$ 69,670.84	\$ 28,329.16
Watercress Village 3rd Paving	05	533-13	\$ 230,000.00	\$ 121,863.17	\$ 40,015.79	\$ 161,878.96	\$ 68,121.04
Watercress Village 3rd Sewer	05	534-13	\$ 129,000.00	\$ 78,304.28	\$ 395.66	\$ 78,699.94	\$ 50,300.06
Hampton Lakes 2nd Phase 2 Water	05	543-13	\$ 40,000.00	\$ 33,020.23	\$ 69.35	\$ 33,089.58	\$ 6,910.42
Hampton Lakes 2nd Phase 2 Paving	05	536-13	\$ 89,000.00	\$ 89,000.00	\$ 5,754.96	\$ 94,754.96	\$ (5,754.96)
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	\$ -	\$ 325,449.11	\$ 19,550.89
Lakelane Paving	05	541-13	\$ 100,000.00	\$ 89,335.01	\$ -	\$ 89,335.01	\$ 10,664.99
Totals			\$ 1,066,000.00	\$ 839,310.31	\$ 46,870.77	\$ 886,181.08	\$ 179,818.92

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

\$8,185,774.86 \$248,053.91 \$8,433,828.77 \$1,275,309.02 \$85,394.21

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 02/28/2014

	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	\$774.26	\$638.29	\$135.97	\$1,520.52	\$1,248.58	\$271.94	Flat - based on number of lines
Internet	495.00	445.50	49.50	\$990.00	891.00	99.00	Flat - \$49.50/month
Gas	1,658.56	913.87	744.69	\$3,150.78	1,736.08	1,414.70	44.90%
Electric	2,076.41	1,144.10	932.31	\$3,906.57	2,152.52	1,754.05	44.90%
Janitor	1,736.78	956.97	779.81	\$4,415.30	2,432.83	1,982.47	44.90%
Water/Sewer	0.00	0.00	0.00	\$0.00	0.00	0.00	
Trash	51.75	28.51	23.24	\$103.50	57.03	46.47	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	\$0.00	0.00	0.00	44.90%
Pest Control	275.00	255.00	20.00	\$550.00	510.00	40.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$7,067.76	\$4,382.24	\$2,685.52	\$14,636.67	\$9,028.04	\$5,608.63	

Equipment Reserve 2013 (As of 02/28/2014)

<u>Detail</u>	<u>Reason</u>	<u>February Revenue</u>	<u>February Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/14					\$ 96,949.54
Interest	From Bank Accounts	2.66		100.00	5.19
Reimbursements	From Sale of 2003 Crown Vic	300.00			300.00
Transfers	From General Fund	12,500.00		150,000.00	25,000.00
Total Revenues		\$ 12,802.66		\$ 150,100.00	\$ 25,305.19
Total Resources					\$ 122,254.73
Trucks/Heavy Equipment			\$ -	\$ 75,000.00	\$ 9,751.43
Computers			3,335.00	45,000.00	3,412.58
Police Department Expenses			13,637.42	75,000.00	17,137.79
Total Expenditures			\$ 16,972.42	\$ 195,000.00	\$ 30,301.80
Cash Balance - 02/28/2014					\$ 91,952.93

CIP 2014 (As of 02/28/2014)

<u>Detail</u>	<u>Reason</u>	<u>February Revenue</u>	<u>February 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	45.56
Interest	From Bank Accounts	30.40		500.00	59.35
Transfers	From General Fund	14,583.33		175,000.00	29,166.66
Total Revenues		14,613.73		175,750.00	29,271.57
Total Resources					<u>447,989.31</u>
Street Improvements				-	150,000.00
Park Improvements	From Dugan Park Funds			-	164,000.00
Central Street				-	150,000.00
Other Capital Costs				-	100,000.00
Total Expenditures		-	-	564,000.00	-
Cash Balance - 02/28/14					<u>\$ 447,989.31</u>

CITY OF MAIZE
Cash and Budget Position
Thru February 28, 2014

FUND	NAME	BEGINNING CASH BALANCE	MONTH RECEIPTS	MONTH DISBURSEMENTS	END MONTH CASH BALANCE	ANNUAL EXPENSE BUDGET	YTD REVENUE	YTD EXPENSE	REMAINING EXPENSE BUDGET	REMAINING BUDGET PERCENTAGE
01	General Fund	\$ 1,148,699.79	\$ 118,747.49	\$ 168,738.19	\$ 1,098,709.09	\$ 3,030,450.00	\$ 932,359.62	\$ 440,070.27	\$ 2,590,379.73	85.48%
02	Street Fund	101,830.64	12,500.00	23,456.69	90,873.95	268,000.00	48,901.16	63,385.36	204,614.64	76.35%
04	Capital Improvements Fund	433,375.58	14,613.73	-	447,989.31	564,000.00	29,271.57	-	564,000.00	100.00%
05	Long-Term Projects	138,900.56	-	14,514.79	124,385.77	-	-	248,014.13		
10	Equipment Reserve	96,122.69	12,802.66	16,972.42	91,952.93	195,000.00	25,305.19	30,301.80	164,698.20	84.46%
11	Police Training Fund	5,567.34	244.00	83.54	5,727.80	10,000.00	720.00	988.54	9,011.46	90.11%
12	Municipal Court Fund	11,090.19	2,599.88	450.00	13,240.07	-	3,929.88	750.00		
16	Bond & Interest Fund	1,062,761.11	49,949.47	237,396.72	875,313.86	2,191,290.00	764,247.80	355,125.47	1,836,164.53	83.79%
19	Wastewater Reserve Fund	141,766.46	1,000.00	-	142,766.46	-	2,000.00	1,498.00		
20	Wastewater Treatment Fund	364,912.90	75,144.71	53,463.58	386,594.03	681,000.00	141,318.66	122,364.32	558,635.68	82.03%
21	Water Fund	325,331.94	65,701.45	57,105.24	333,928.15	749,600.00	131,856.73	121,886.44	627,713.56	83.74%
22	Water Reserve Fund	91,563.81	1,000.00	16,500.00	76,063.81	35,000.00	2,000.00	16,500.00	18,500.00	52.86%
23	Water Bond Debt Reserve Fund	270,000.00	2,000.00	-	272,000.00	-	2,000.00	-		
24	Wastewater Bond Debt Reserve Fund	149,800.09	2,000.00	-	151,800.09	-	4,000.00	-		
32	Drug Tax Distribution Fund	4,603.57	-	-	4,603.57	-	-	-		
38	Cafeteria Plan	(585.03)	920.30	854.50	(519.23)	-	2,300.75	3,220.61		
40	Carlson Assessments Fund	59,025.21	-	-	59,025.21	-	-	-		
47	53rd & Maize Road Expansion	106,293.12	-	-	106,293.12	-	-	-		
61	Carriage Crossing VI	114,522.87	-	-	114,522.87	-	-	-		
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)	-	-	-		
73	Hampton Lakes Commercial	13,068.00	-	-	13,068.00	-	-	-		
74	Hampton Lakes 2nd Addition	46,835.15	-	39.78	46,795.37	-	-	39.78		
76	Series 2013B Refunding Bonds	463.25	-	-	463.25	-	-	-		
98	Maize Cemetery	153,970.68	6,750.00	988.50	159,732.18	140,265.00	11,228.06	13,374.70	126,890.30	90.46%
Report Totals		\$ 4,839,577.92	\$ 365,973.69	\$ 590,563.95	\$ 4,614,987.66	\$ 7,864,605.00	\$ 2,101,439.42	\$ 1,417,519.42	\$ 6,700,608.10	85.20%

CITY OF MAIZE
Bank Reconciliation Report
For February 2014

Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 1,148,699.79	\$ 118,747.49	\$ 168,738.19	\$ 1,098,709.09
02	Street Fund	101,830.64	12,500.00	23,456.69	90,873.95
04	Capital Improvements Fund	433,375.58	14,613.73	-	447,989.31
05	Long-Term Projects	138,900.56		14,514.79	124,385.77
10	Equipment Reserve Fund	96,122.69	12,802.66	16,972.42	91,952.93
11	Police Training Fund	5,567.34	244.00	83.54	5,727.80
12	Municipal Court Fund	11,090.19	2,599.88	450.00	13,240.07
16	Bond & Interest Fund	1,062,761.11	49,949.47	237,396.72	875,313.86
19	Wastewater Reserve Fund	141,766.46	1,000.00	-	142,766.46
20	Wastewater Treatment Fund	364,912.90	75,144.71	53,463.58	386,594.03
21	Water Fund	325,331.94	65,701.45	57,105.24	333,928.15
22	Water Reserve Fund	91,563.81	1,000.00	16,500.00	76,063.81
23	Water Bond Debt Reserve Fund	270,000.00	2,000.00	-	272,000.00
24	Wastewater Bond Debt Reserve Fund	149,800.09	2,000.00	-	151,800.09
32	Drug Tax Distribution Fund	4,603.57	-	-	4,603.57
38	Cafeteria Plan	(585.03)	920.30	854.50	(519.23)
40	Carlson Assessments Fund	59,025.21	-	-	59,025.21
47	53rd & Maize Road Expansion	106,293.12	-	-	106,293.12
61	Carriage Crossing VI	114,522.87	-	-	114,522.87
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)
73	Hampton Lakes Commercial	13,068.00	-	-	13,068.00
74	Hampton Lakes 2nd Addition	46,835.15	-	39.78	46,795.37
76	Series 2013 B Refunding Bonds	463.25			463.25
98	Maize Cemetery	153,970.68	6,750.00	988.50	159,732.18
Totals All Fund		\$ 4,839,577.92	\$ 365,973.69	\$ 590,563.95	\$ 4,614,987.66

Bank Accounts and Adjustments

Emprise Bank Checking Account	\$ 426,722.47	\$ 456,426.93	\$ 682,103.79	\$ 201,045.61
Outstanding Items				\$ (117,803.58)
Emprise Bank Money Market Account	4,571,910.04	103.41	200,000.00	4,372,013.45
Maize Cemetery CD 85071	90,590.90		-	90,590.90
Maize Cemetery Operations	63,379.78	6,750.00	988.50	69,141.28
Totals All Banks	\$ 5,152,603.19	\$ 463,280.34	\$ 883,092.29	\$ 4,614,987.66

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 PACKET: 00298 021914 AP
 VENDOR SET: 01 TY OF MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. #	G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0024		AMADON						
I-201402181497	2/10/2014	AP	CODE ENFORCEMENT BOOKS CK# 057750 2/19/2014	406.77	1099: N			
			CODE ENFORCEMENT BOOKS		01 5-10-8603	COMMODITIES		406.77
			--- VENDOR TOTALS ---	406.77				
01-0030		ANK, LLC						
I-201402181509	2/18/2014	AP	LEASE PURCHASE AGREEMENT-12/0 CK# 057751 2/19/2014	1,862.90	1099: N			
			LEASE PURCHASE AGREEMENT-12/09		20 5-00-8975	UTILITY EASEMEN		931.45
			LEASE PURCHASE AGREEMENT-12/09		21 5-00-8975	UTILITY EASEMEN		931.45
			--- VENDOR TOTALS ---	1,862.90				
01-0048		BOB SPITH HEATING & COOLING						
I-64298	2/10/2014	AP	NEW FURNACE-SEWER PLANT CK# 057752 2/19/2014	1,997.60	1099: N			
			NEW FURNACE-SEWER PLANT		20 5-00-7701	BUILDING/GROUND		1,997.60
			--- VENDOR TOTALS ---	1,997.60				
01-0053		BUSBY FORD & REIMER, LLC						
I-201402181501	2/06/2014	AP	2013 AUDIT SERVICES CK# 057753 2/19/2014	7,500.00	1099: N			
			2013 AUDIT SERVICES		01 5-70-7960	AUDIT/REVIEW		7,500.00
			--- VENDOR TOTALS ---	7,500.00				
1-0056		CASEY'S GENERAL STORES, INC.						
I-201402181500	1/31/2014	AP	UNLEADED FUEL CK# 057754 2/19/2014	2,486.84	1099: N			
			UNLEADED FUEL		01 5-20-8306	UNLEADED FUEL		1,430.98
			UNLEADED FUEL		02 5-00-8306	UNLEADED FUEL		351.95
			UNLEADED FUEL		20 5-00-8306	UNLEADED FUEL		351.95
			UNLEADED FUEL		21 5-00-8306	UNLEADED FUEL		351.96
			--- VENDOR TOTALS ---	2,486.84				

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A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0057	CASH					
I-20140218150	1/31/2014 AP	PETTY CASH REIMBURSEMENT CK# 057755 2/19/2014	140.12	1099: N		
		PETTY CASH REIMBURSEMENT		01 5-10-8603	COMMODITIES	31.06
		PETTY CASH REIMBURSEMENT		01 5-01-8603	COMMODITIES	28.89
		PETTY CASH REIMBURSEMENT		21 5-00-7203	POSTAGE	80.17
		--- VENDOR TOTALS ---	140.12			
01-0065	CHRISTOPHER FREUND					
I-201402181493	2/18/2014 AP	TRAINING REIMBURSEMENT CK# 057756 2/19/2014	83.54	1099: N		
		TRAINING REIMBURSEMENT		11 5-00-7806	MAIZE POLICE TR	83.54
		--- VENDOR TOTALS ---	83.54			
01-0066	CINTAS FIRST AID & SAFETY					
I-0417113781	1/31/2014 AP	FIRST AID KIT REFILL-MAINT CK# 057757 2/19/2014	104.85	1099: N		
		FIRST AID KIT REFILL-MAINT		02 5-00-8503	SAFETY EQUIPMEN	104.85
		--- VENDOR TOTALS ---	104.85			
01-0086	DBR PUBLISHING CO., INC					
I-02-002937	2/06/2014 AP	AD-MAIZE HIGH SPRING SPORTS CK# 057758 2/19/2014	210.00	1099: N		
		AD-MAIZE HIGH SPRING SPORTS		01 5-80-7970	COMMUNITY SERVI	210.00
		--- VENDOR TOTALS ---	210.00			
01-0096	ERIC HARTENSTEIN					
I-201402181510	2/14/2014 AP	PUBLIC DEFENDER SERVICE CK# 057759 2/19/2014	150.00	1099: N		
		PUBLIC DEFENDER SERVICE		12 5-00-7908	PUBLIC DEFENDER	150.00
I-201402181511	2/14/2014 AP	PUBLIC DEFENDER SERVICE CK# 057759 2/19/2014	150.00	1099: N		
		PUBLIC DEFENDER SERVICE		12 5-00-7908	PUBLIC DEFENDER	150.00
		--- VENDOR TOTALS ---	300.00			

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A/P Direct Item Register

ITEM	DATE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-0139		GREAT PLAINS COMMUNICATIONS				
I-41151	1/29/2014	PHONE SYSTEM SERVICE	157.50			
	AP	CK# 057760 2/19/2014		1099: N		
		PHONE SYSTEM SERVICE		01 5-10-7502	PROFESSIONAL SE	157.50
		--- VENDOR TOTALS ---	157.50			
01-0114		HAMPEL OIL DISTRIBUTORS, INC.				
I-90546932	2/11/2014	DIESEL FUEL	2,868.03			
	AP	CK# 057761 2/19/2014		1099: N		
		DIESEL FUEL FOR PUBLIC WORKS		02 5-00-8305	DIESEL FUEL	956.01
		DIESEL FUEL FOR PUBLIC WORKS		20 5-00-8305	DIESEL FUEL	956.01
		DIESEL FUEL FOR PUBLIC WORKS		21 5-00-8305	DIESEL FUEL	956.01
		--- VENDOR TOTALS ---	2,868.03			
01-0118		HUBER MAINTENANCE SUPPLY				
I-028425	1/24/2014	JANITORIAL SUPPLIES	52.25			
	AP	CK# 057762 2/19/2014		1099: N		
		JANITORIAL SUPPLIES		01 5-40-8601	CUSTODIAL SUPPL	52.25
		--- VENDOR TOTALS ---	52.25			
01-0130		JOCELYN REID				
I-201402181508	2/18/2014	CAFE PLAN REIMBURSEMENT	80.00			
	AP	CK# 057763 2/19/2014		1099: N		
		CAFE PLAN REIMBURSEMENT		38 5-00-9300	DEPENDENT CARE	80.00
		--- VENDOR TOTALS ---	80.00			
01-0146		KANSAS FIRE EQUIPMENT				
I-0384539	2/13/2014	6-MONTH INSPECTION-EMS	71.50			
	AP	CK# 057764 2/19/2014		1099: N		
		6-MONTH INSPECTION-EMS		01 5-40-7502	PROFESSIONAL SE	71.50
		--- VENDOR TOTALS ---	71.50			
1-0151		KANSAS ONE-CALL SYSTEM, INC.				
I-4010358	1/31/2014	JANUARY LOCATES	229.00			
	AP	CK# 057765 2/19/2014		1099: N		
		JANUARY LOCATES		20 5-00-7502	PROFESSIONAL SE	114.50
		JANUARY LOCATES		21 5-00-7502	PROFESSIONAL SE	114.50
		--- VENDOR TOTALS ---	229.00			

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	---ACCOUNT NAME--	DISTRIBUTION
01-0157			KANSAS TRUCK EQUIPMENT				
I-165983	2/07/2014	AP	GUIDE MARKERS-SNOW PLOW CK# 057766 2/19/2014	19.95	1099: N 02 5-00-8604	SNOW/ICE REMOVA	19.95
			GUIDE MARKERS-SNOW PLOW				
			--- VENDOR TOTALS ---	19.95			
01-0158			KANSASLAND TIRE				
I-075813	1/21/2014	AP	OIL CHANGE-CAR #410 CK# 057767 2/19/2014	26.45	1099: N 01 5-20-8304	OIL CHANGES	26.45
			OIL CHANGE-CAR #410				
I-076070	2/13/2014	AP	TIRE REPAIR-CAR #812 CK# 057767 2/19/2014	19.75	1099: N 01 5-20-8303	TIRES	19.75
			TIRE REPAIR-CAR #812				
I-75912	1/31/2014	AP	SERVICE-CAR #512 CK# 057767 2/19/2014	223.20	1099: N 01 5-20-8104	AUTOMOTIVE	223.20
			SERVICE-CAR #512				
I-75974	2/04/2014	AP	BRAKES FOR CAR #410 CK# 057767 2/19/2014	191.58	1099: N 01 5-20-8104	AUTOMOTIVE	191.58
			BRAKES FOR CAR #410				
			--- VENDOR TOTALS ---	460.98			
01-0161			KEENAN KELLEY				
I-1266	2/04/2014	AP	SLUDGE REMOVAL CK# 057768 2/19/2014	2,100.00	1099: N 20 5-00-7500	CONTRACTORS	2,100.00
			SLUDGE REMOVAL				
			--- VENDOR TOTALS ---	2,100.00			
01-0433			KRAIG KREITLER				
I-201402181499	2/18/2014	AP	2013 HOUSING GRANT CK# 057769 2/19/2014	1,492.56	1099: N 01 5-80-9015	HOUSING GRANT	1,492.56
			2013 HOUSING GRANT				
			--- VENDOR TOTALS ---	1,492.56			

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A/P Direct Item Register

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01-0166		L.B. SIGNS					
I-7232	1/15/2014	AP	DECALS-2003 DODGE TRUCK	40.00			
			CK# 057770 2/19/2014		1099: N		
			DECALS-2003 DODGE TRUCK		20 5-00-8104	AUTOMOTIVE	40.00
			--- VENDOR TOTALS ---	40.00			
01-0168		LA RUE COFFEE					
I-2064-1103505	2/03/2014	AP	COFFEE SERVICE	44.05			
			CK# 057771 2/19/2014		1099: N		
			COFFEE SERVICE		01 5-10-8603	COMMODITIES	44.05
			--- VENDOR TOTALS ---	44.05			
01-0171		LAURA RAINWATER					
I-201402181512	2/17/2014	AP	MEAL REIMBURSEMENT	41.62			
			CK# 057772 2/19/2014		1099: N		
			MEAL REIMBURSEMENT		01 5-10-8603	COMMODITIES	41.62
			--- VENDOR TOTALS ---	41.62			
01-0179		MAIZE AREA CHAMBER OF COMMERCE					
I-201402181496	2/10/2014	AP	ANNUAL MEMBERSHIP DUES	100.00			
			CK# 057773 2/19/2014		1099: N		
			ANNUAL MEMBERSHIP DUES		01 5-10-6301	ORGANIZATION ME	100.00
			--- VENDOR TOTALS ---	100.00			
01-0185		MAYER SPECIALTY SERVICES					
I-2014065	2/14/2014	AP	EMERGENCY CLEANING-LONGBRANCH	437.50			
			CK# 057774 2/19/2014		1099: N		
			EMERGENCY CLEANING-LONGBRANCH		20 5-00-7500	CONTRACTORS	437.50
			--- VENDOR TOTALS ---	437.50			
1-0387		MCCULLOUGH EXCAVATION, INC.					
I-201402181505	9/30/2013	AP	WOODS@WC WATER & SEWER	1,781.25			
			CK# 057775 2/19/2014		1099: N		
			WOODS@WC WATER & SEWER		05 5-00-7500	CONTRACTORS	1,781.25
I-201402181506	9/30/2013	AP	WOODS@WC WATER & SEWER	12,010.00			
			CK# 057775 2/19/2014		1099: N		
			WOODS@WC WATER & SEWER		05 5-00-7500	CONTRACTORS	12,010.00
			--- VENDOR TOTALS ---	13,791.25			

*Mobile Home
 Park Review
 Mon 2/17
 BY Council
 mtg*

2/19/2014 12:14 PM
 PACKET: 00298 021914 AP
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A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	---ACCOUNT NAME--	DISTRIBUTION
01-0416	MENARDS					
I-37024	2/05/2014 AP	SNOW BLOWER-CITY HALL CK# 057776 2/19/2014 SNOW BLOWER-CITY HALL	499.00	1099: N 01 5-40-7701	BUILDING/GROUND	499.00
		--- VENDOR TOTALS ---	499.00			
01-0187	MIDWEST TRUCK EQUIPMENT					
I-4234	2/06/2014 AP	SNOW BLADES CK# 057777 2/19/2014 SNOW BLADES	394.00	1099: N 02 5-00-8604	SNOW/ICE REMOVA	394.00
		--- VENDOR TOTALS ---	394.00			
01-0200	O'REILLY AUTOMOTIVE, INC.					
I-4598-109032	1/16/2014 AP	BULB-2003 DODGE TRUCK CK# 057778 2/19/2014 BULB-2003 DODGE TRUCK	4.74	1099: N 20 5-00-8104	AUTOMOTIVE	4.74
I-4598-111345	2/10/2014 AP	FLOOR MAT-LTS VEHICLE CK# 057778 2/19/2014 FLOOR MAT-LTS VEHICLE	13.99	1099: N 01 5-20-8104	AUTOMOTIVE	13.99
I-4598-111443	2/11/2014 AP	OIL FILTER-DUMP TRUCK CK# 057778 2/19/2014 OIL FILTER-DUMP TRUCK	25.58	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	25.58
I-4598-111448	2/11/2014 AP	WIPER BLADES CK# 057778 2/19/2014 WIPER BLADES	14.44	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	14.44
		--- VENDOR TOTALS ---	58.75			
01-0201	PAINE LAW FIRM, LLC					
I-2269	2/17/2014 AP	PUBLIC DEFENDER SERVICE CK# 057779 2/19/2014 PUBLIC DEFENDER SERVICE	150.00	1099: N 12 5-00-7908	PUBLIC DEFENDER	150.00
		--- VENDOR TOTALS ---	150.00			

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	---ACCOUNT NAME---	DISTRIBUTION
01-0205			PAVING MAINTENANCE SUPPLY, INC				
I-0139440	1/27/2014	AP	STROBE LIGHT-TRACTOR CK# 057780 2/19/2014	58.50	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	58.50
I-0139552	2/03/2014	AP	RAIN GEAR-PUBLIC WORKS CK# 057780 2/19/2014	136.35	1099: N 02 5-00-8503	SAFETY EQUIPMEN	136.35
			--- VENDOR TOTALS ---	194.85			
01-0432			PHILLIPS SOUTHERN ELECTRIC CO.				
I-0009672	1/30/2014	AP	REPAIR SIGNAL @ 45TH & MAIZE CK# 057781 2/19/2014	1,877.44	1099: N 02 5-00-8109	ELECTRICAL EQUI	1,877.44
			--- VENDOR TOTALS ---	1,877.44			
01-0213			PRIDE AG RESOURCES				
I-201402181502	1/25/2014	AP	SUPPLIES CK# 057782 2/19/2014	722.35	1099: N		
			SUPPLIES		01 5-20-8005	OFFICE SUPPLIES	15.99
			SUPPLIES		01 5-40-7701	BUILDING/GROUND	5.98
			SUPPLIES		01 5-40-8603	COMMODITIES	38.96
			SUPPLIES		01 5-40-8402	EQUIPMENT	14.99
			SUPPLIES		01 5-40-8405	BUILDING CONTEN	3.98
			SUPPLIES		01 5-40-8601	CUSTODIAL SUPPL	3.00
			SUPPLIES		02 5-00-8104	AUTOMOTIVE	0.46
			SUPPLIES		02 5-00-8105	TRUCKS/HEAVY EQ	52.98
			SUPPLIES		02 5-00-8310	OTHER SUPPLIES	11.70
			SUPPLIES		02 5-00-8403	GARAGE/SHOP EQU	158.63
			SUPPLIES		02 5-00-8508	HAND TOOLS	58.98
			SUPPLIES		10 5-00-9102	POLICE DEPT EQU	112.84
			SUPPLIES		20 5-00-8104	AUTOMOTIVE	68.04
			SUPPLIES		20 5-00-8603	COMMODITIES	54.99
			SUPPLIES		20 5-00-8508	HAND TOOLS	14.99
			SUPPLIES		20 5-00-8601	CUSTODIAL SUPPL	14.98
			SUPPLIES		21 5-00-8603	COMMODITIES	90.86
			--- VENDOR TOTALS ---	722.35			

St. County no longer takes care of Maint

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 VENDOR SET: 01 CITY OF MAIZE AP
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A/P Direct Item Register

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	---ACCOUNT NAME---	DISTRIBUTION
01-0224			ROBERT'S HUTCH-LINE				
I-283850	1/31/2014	AP	OFFICE SUPPLIES	221.32			
			CK# 057783 2/19/2014		1099: N		
			OFFICE SUPPLIES		01 5-10-8005	OFFICE SUPPLIES	221.32
I-285341	2/13/2014	AP	OFFICE SUPPLIES	302.91			
			CK# 057783 2/19/2014		1099: N		
			OFFICE SUPPLIES		01 5-10-8005	OFFICE SUPPLIES	302.91
			--- VENDOR TOTALS ---	524.23			
01-0233			SDK LABORATORIES				
I-201402181495	2/05/2014	AP	LAB ANALYSIS-SEWER PLANT	354.00			
			CK# 057784 2/19/2014		1099: N		
			LAB ANALYSIS-SEWER PLANT		20 5-00-7008	WASTEWATER LABO	354.00
			--- VENDOR TOTALS ---	354.00			
01-0242			SHRED-IT WICHITA				
I-9403170770	2/03/2014	AP	SHREDDING SERVICES	73.50			
			CK# 057785 2/19/2014		1099: N		
			SHREDDING SERVICE - 04/30/12		01 5-10-7502	PROFESSIONAL SE	29.40
			SHREDDING SERVICE - 04/30/12		01 5-20-7502	PROFESSIONAL SE	44.10
			--- VENDOR TOTALS ---	73.50			
01-0243			SIMS INSURANCE SERVICES, INC.				
I-7301	1/31/2014	AP	2003 DODGE RAM-PUBLIC WORKS	67.00			
			CK# 057786 2/19/2014		1099: N		
			2003 DODGE RAM-PUBLIC WORKS		20 5-00-7402	VEHICLE PROPERT	67.00
			--- VENDOR TOTALS ---	67.00			
01-0419			TIRE DEALERS WAREHOUSE				
I-667630	1/31/2014	AP	TIRE FOR BACKHOE	734.00			
			CK# 057787 2/19/2014		1099: N		
			TIRE FOR BACKHOE		02 5-00-8105	TRUCKS/HEAVY EQ	734.00
I-667642	1/31/2014	AP	TIRE REPAIR	107.67			
			CK# 057787 2/19/2014		1099: N		
			TIRE REPAIR		02 5-00-8105	TRUCKS/HEAVY EQ	107.67
			--- VENDOR TOTALS ---	841.67			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0256	TKFAST					
I-17592	1/31/2014 AP	SOUND BOARD REPLACEMENT CK# 057788 2/19/2014 SOUND BOARD REPLACEMENT	3,335.00	1099: N 10 5-00-8801	COMPUTERS	3,335.00
<i>Equip Resem replacement</i>						
I-17593	1/31/2014 AP	COMPUTER TECH SUPPORT CK# 057788 2/19/2014 COMPUTER TECH SUPPORT COMPUTER TECH SUPPORT COMPUTER TECH SUPPORT	1,230.00	1099: N 01 5-10-7504 01 5-20-7504 01 5-10-7504	COMPUTER TECH S COMPUTER TECH S COMPUTER TECH S	950.00 40.00 240.00
--- VENDOR TOTALS ---			4,565.00			
01-0320	TRANSUNION RISK AND ALTERNATIV					
I-201402181504	2/01/2014 AP	POLICE RECORDS SEARCHES CK# 057789 2/19/2014 POLICE RECORDS SEARCHES	24.50	1099: N 01 5-20-7502	PROFESSIONAL SE	24.50
=== VENDOR TOTALS ===			24.50			
01-0266	UNI FIRST					
I-2400449180	2/04/2014 AP	UNIFORMS AND MATS CK# 057790 2/19/2014 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	300.17	1099: N 01 5-40-7804 02 5-00-7804 20 5-00-7804 21 5-00-7804	UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C	75.05 75.05 75.05 75.02
I-2400450653	2/11/2014 AP	UNIFORMS AND MATS CK# 057790 2/19/2014 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	298.52	1099: N 01 5-40-7804 02 5-00-7804 20 5-00-7804 21 5-00-7804	UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C	74.63 74.63 74.63 74.63
I-2400452117	2/18/2014 AP	UNIFORMS AND MATS CK# 057790 2/19/2014 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	577.13	1099: N 01 5-40-7804 02 5-00-7804 20 5-00-7804 21 5-00-7804	UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C	144.29 144.29 144.29 144.26
--- VENDOR TOTALS ---			1,175.82			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0269	UNUM PROVIDENT					
I-201402181498	2/10/2014 AP	LIFE, STD & A D & D PREMIUMS CK# 057791 2/19/2014 LIFE, STD & A D & D PREMIUMS	543.19	1099: N 01 5-80-5211	HEALTH/DENTAL/L	543.19
		--- VENDOR TOTALS ---	543.19			
01-0279	WASTE CONNECTIONS OF WICHITA					
I-9266779	2/01/2014 AP	TRASH/RECYCLING SERVICES CK# 057792 2/19/2014	276.54	1099: N		
		CITY HALL		01 5-40-7104	TRASH SERVICE	87.92
		COMMUNITY BUILDING		01 5-40-7104	TRASH SERVICE	49.50
		MAINTENANCE SHOP		02 5-00-7104	TRASH SERVICE	49.50
		SEWER PLANT		20 5-00-7104	TRASH SERVICE	42.00
		SEWER PLANT		98 5-00-7102	ELECTRIC UTILIT	47.62
I-9271234	2/01/2014 AP	PORTABLE RESTROOMS-CITY PARK CK# 057792 2/19/2014	88.80	1099: N		
		PORTABLE RESTROOMS-CITY PARK		01 5-90-7982	TREE BOARD EXPE	88.80
		=== VENDOR TOTALS ===	365.34			
01-0287	WICHITA STATE UNIVERSITY					
I-14CCMFOA-72	1/31/2014 AP	CITY CLERK CONFERENCE-REID CK# 057793 2/19/2014	250.00	1099: N		
		CITY CLERK CONFERENCE-REID		01 5-10-6302	CONFERENCES/WOR	250.00
		=== VENDOR TOTALS ===	250.00			
01-0291	WILLIAM MCKINLEY					
I-201402181494	2/11/2014 AP	MILEAGE REIMBURSEMENT CK# 057794 2/19/2014	99.68	1099: N		
		MILEAGE REIMBURSEMENT		01 5-10-6305	MILEAGE/TRAVEL	49.84
		MILEAGE REIMBURSEMENT		05 5-00-6305	MILEAGE REIMBUR	49.84
		--- VENDOR TOTALS ---	99.68			
01-0292	WOODARD MERCANTILE					
I-201402181503	2/03/2014 AP	RAIN GEAR - PUBLIC WORKS CK# 057795 2/19/2014	74.39	1099: N		
		RAIN GEAR - PUBLIC WORKS		02 5-00-8503	SAFETY EQUIPMEN	74.39
		--- VENDOR TOTALS ---	74.39			
		--- PACKET TOTALS ---	49,933.52			

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A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0437		ADULT, CHILD & FAMILY COUNSEL				
I-56132	2/10/2014 AP	COUNSELING SERVICES DUE: 2/10/2014 DISC: 2/10/2014 COUNSELING SERVICES	100.00	1099: N 01 5-20-7502	PROFESSIONAL SE	100.00
=== VENDOR TOTALS ===			100.00			
01-0047		BOB KELLET INSURANCE				
I-2231	2/07/2014 AP	NOTARY BOND RENEWAL-REID DUE: 2/07/2014 DISC: 2/07/2014 NOTARY BOND RENEWAL-REID	50.00	1099: N 01 5-80-7403	GENERAL LIABILI	50.00
I-2233	2/07/2014 AP	NOTARY BOND RENEWAL DUE: 2/07/2014 DISC: 2/07/2014 NOTARY BOND RENEWAL	50.00	1099: N 01 5-80-7403	GENERAL LIABILI	50.00
=== VENDOR TOTALS ===			100.00			
01-0066		CINTAS FIRST AID & SAFETY				
I-0417116902	2/20/2014 AP	FIRST AID KITS-CITY HALL DUE: 2/20/2014 DISC: 2/20/2014 FIRST AID KITS-CITY HALL FIRST AID KITS-CITY HALL	105.69	1099: N 01 5-10-8603 01 5-20-8603	COMMODITIES COMMODITIES	72.30 33.39
I-0417116903	2/20/2014 AP	FIRST AID KIT REFILL-SHOP DUE: 2/20/2014 DISC: 2/20/2014 FIRST AID KIT REFILL-SHOP	82.21	1099: N 02 5-00-8503	SAFETY EQUIPMEN	82.21
=== VENDOR TOTALS ===			187.90			
01-0070		CITY OF WICHITA				
I-AR442049	2/15/2014 AP	ANIMAL CONTROL-JANUARY 2014 DUE: 2/15/2014 DISC: 2/15/2014 ANIMAL CONTROL-JANUARY 2014	150.00	1099: N 01 5-20-7502	PROFESSIONAL SE	150.00
=== VENDOR TOTALS ===			150.00			
01-0074		COMPLETE CUSTOMS, INC.				
I-1047	2/12/2014 AP	PAINTING-NEW PATROL CAR DUE: 2/12/2014 DISC: 2/12/2014 PAINTING-NEW PATROL CAR	600.00	1099: N 10 5-00-9102	POLICE DEPT EQU	600.00
=== VENDOR TOTALS ===			600.00			

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01-0435	DENZEL H & JOYCE P LOFGREEN					
I-201402271520	2/26/2014 AP	2013 HOUSING GRANT DUE: 2/26/2014 DISC: 2/26/2014 2013 HOUSING GRANT	1,455.60	1099: N 01 5-80-9015	HOUSING GRANT	1,455.60
=== VENDOR TOTALS ===			1,455.60			
01-0094	DIGITAL-ALLY					
I-1062885	1/16/2014 AP	WINDSHIELD MOUNT - CAR #214 DUE: 1/16/2014 DISC: 1/16/2014 WINDSHIELD MOUNT - CAR #214	85.00	1099: N 10 5-00-9102	POLICE DEPT EQU	85.00
=== VENDOR TOTALS ===			85.00			
01-0128	JCI					
I-8083377	2/21/2014 AP	RELAY-MEADOWS LIFT STATION DUE: 2/21/2014 DISC: 2/21/2014 RELAY-MEADOWS LIFT STATION	488.00	1099: N 20 5-00-8109	ELECTRICAL EQUI	488.00
=== VENDOR TOTALS ===			488.00			
01-0130	JOCELYN REID					
I-201402271517	2/26/2014 AP	CAFE PLAN REIMBURSEMENT DUE: 2/26/2014 DISC: 2/26/2014 CAFE PLAN REIMBURSEMENT	80.00	1099: N 38 5-00-9300	DEPENDENT CARE	80.00
=== VENDOR TOTALS ===			80.00			
01-0136	KA-COMM, INC.					
I-121504	1/27/2014 AP	EQUIPMENT-CAR #111 DUE: 1/27/2014 DISC: 1/27/2014 EQUIPMENT-CAR #111	61.21	1099: N 01 5-20-8104	AUTOMOTIVE	61.21
I-122054	2/25/2014 AP	EQUIPMENT-PRISONER TRANSPORT DUE: 2/25/2014 DISC: 2/25/2014 EQUIPMENT-PRISONER TRANSPORT EQUIPMENT-PRISONER TRANSPORT	314.89	1099: N 01 5-20-8111 01 5-30-8603	TOOLS/EQUIPMENT COMMODITIES	157.45 157.44
=== VENDOR TOTALS ===			376.10			

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01-0143	KANSAS DEPT OF REVENUE					
I-201402271523	2/25/2014	SALES TAX-JANUARY 2014	292.19			
	AP	DRAFT CK# 022614 2/26/2014		1099: N		
		SALES TAX-JANUARY 2014		21 5-00-9200	WATER TAX EXPEN	292.19
		=== VENDOR TOTALS ===	292.19			
=====						
01-0146	KANSAS FIRE EQUIPMENT					
I-0385007	2/21/2014	FIRE EXTINGUISHER-CITY HALL	110.50			
	AP	DUE: 2/21/2014 DISC: 2/21/2014		1099: N		
		FIRE EXTINGUISHER-CITY HALL		01 5-40-7502	PROFESSIONAL SE	110.50
I-0385008	2/21/2014	FIRE EXTINGUISHERS-PUBLIC WOR	175.25			
	AP	DUE: 2/21/2014 DISC: 2/21/2014		1099: N		
		FIRE EXTINGUISHERS-PUBLIC WORK		02 5-00-7502	PROFESSIONAL SE	58.42
		FIRE EXTINGUISHERS-PUBLIC WORK		20 5-00-7502	PROFESSIONAL SE	58.42
		FIRE EXTINGUISHERS-PUBLIC WORK		21 5-00-7502	PROFESSIONAL SE	58.41
I-0385009	2/21/2014	FIRE EXTINGUISHERS-COMM BLDG	15.00			
	AP	DUE: 2/21/2014 DISC: 2/21/2014		1099: N		
		FIRE EXTINGUISHERS-COMM BLDG		01 5-40-7502	PROFESSIONAL SE	15.00
I-0385010	2/21/2014	FIRE EXTINGUISHER SERVICE	23.75			
	AP	DUE: 2/21/2014 DISC: 2/21/2014		1099: N		
		FIRE EXTINGUISHER SERVICE		01 5-20-7502	PROFESSIONAL SE	23.75
		=== VENDOR TOTALS ===	324.50			
=====						
01-0149	KANSAS MUNICIPAL JUDGES ASSOCI					
I-201402271524	2/25/2014	ANNUAL DUES - KENT COLLINS	25.00			
	AP	DUE: 2/25/2014 DISC: 2/25/2014		1099: N		
		ANNUAL DUES - KENT COLLINS		01 5-30-6301	ORGANIZATION ME	25.00
		=== VENDOR TOTALS ===	25.00			
=====						
01-0153	KANSAS SECRETARY OF STATE					
I-201402271528	2/27/2014	NOTARY-SUE VILLARREAL	25.00			
	AP	DUE: 2/27/2014 DISC: 2/27/2014		1099: N		
		NOTARY-SUE VILLARREAL		01 5-10-6301	ORGANIZATION ME	25.00
I-201402271530	2/25/2014	NOTARY-JOCELYN REID	25.00			
	AP	DUE: 2/25/2014 DISC: 2/25/2014		1099: N		
		NOTARY-JOCELYN REID		01 5-10-6301	ORGANIZATION ME	25.00
		=== VENDOR TOTALS ===	50.00			

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A/P Direct Item Register

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01-0155	KANSAS STATE TREASURER					
I-201402271532	2/01/2014	BOND INTEREST PAYMENT	237,396.72			
	AP	DRAFT CK# 022814 2/28/2014		1099: N		
		BOND INTEREST PAYMENT		16 5-00-9904	BOND INTEREST	237,396.72
		=== VENDOR TOTALS ===	237,396.72			
01-0162	KIM EDGINGTON					
I-201402271516	2/26/2014	CAFE PLAN REIMBURSEMENT	694.50			
	AP	DUE: 2/26/2014 DISC: 2/26/2014		1099: N		
		CAFE PLAN REIMBURSEMENT		38 5-00-9300	DEPENDENT CARE	694.50
		=== VENDOR TOTALS ===	694.50			
01-0165	KWIK SHOP, INC.					
I-201402271515	2/15/2014	UNLEADED/DIESEL FUEL	1,391.45			
	AP	DUE: 2/15/2014 DISC: 2/15/2014		1099: N		
		UNLEADED/DIESEL FUEL		01 5-20-8306	UNLEADED FUEL	954.59
		UNLEADED/DIESEL FUEL		02 5-00-8604	SNOW/ICE REMOVA	436.86
		=== VENDOR TOTALS ===	1,391.45			
01-0166	L.B. SIGNS					
I-7274	2/18/2014	STREET SIGNS-53RD& MAIZE	90.00			
	AP	DUE: 2/18/2014 DISC: 2/18/2014		1099: N		
		STREET SIGNS-53RD& MAIZE		02 5-00-8702	PERMANENT SIGNS	90.00
		=== VENDOR TOTALS ===	90.00			
01-0169	LANDS' END BUSINESS OUTFITTERS					
C-SCRI98778	2/18/2014	ITEM RETURN	41.05CR			
	AP	DUE: 2/18/2014 DISC: 2/18/2014		1099: N		
		ITEM RETURN		01 5-10-8603	COMMODITIES	41.05CR
I-SIN1447700	1/23/2014	LOGO SHIRTS-ADMIN	435.95			
	AP	DUE: 1/23/2014 DISC: 1/23/2014		1099: N		
		LOGO SHIRTS-ADMIN		01 5-10-8603	COMMODITIES	435.95
		=== VENDOR TOTALS ===	394.90			

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A/P Direct Item Register

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0174			LEAGUE OF KANSAS MUNICIPALITIES				
I-14-884	2/06/2014	AP	WEBINAR-013014 DUE: 2/06/2014 DISC: 2/06/2014 WEBINAR-013014	25.00	1099: N 01 5-10-6302	CONFERENCES/WOR	25.00
			=== VENDOR TOTALS ===	25.00			
01-0238			MABCD				
I-201402271531	2/07/2014	AP	MONTHLY PERMITS-JAN 2014 DUE: 2/07/2014 DISC: 2/07/2014 MONTHLY PERMITS-JAN 2014	4,339.06	1099: N 01 5-80-7971	BUILDING INSPEC	4,339.06
			=== VENDOR TOTALS ===	4,339.06			
01-0434			MALISSA JULIAN & HOLLY JOHNSON				
I-201402271519	2/26/2014	AP	2013 HOUSING GRANT DUE: 2/26/2014 DISC: 2/26/2014 2013 HOUSING GRANT	813.09	1099: N 01 5-80-9015	HOUSING GRANT	813.09
			=== VENDOR TOTALS ===	813.09			
01-0183			MAUGHAN & MAUGHAN				
I-201402271529	2/15/2014	AP	CITY PROSECUTOR-JANUARY 2014 DUE: 2/15/2014 DISC: 2/15/2014 CITY PROSECUTOR-JANUARY 2014	900.00	1099: N 01 5-30-7502	PROFESSIONAL SE	900.00
			=== VENDOR TOTALS ===	900.00			
01-1			MISCELLANEOUS VENDOR				
I-131262	2/14/2014	AP	D&R:NEW RADIO FACE PLATES DUE: 2/14/2014 DISC: 2/14/2014 D&R:NEW RADIO FACE PLATES	47.50	1099: N 01 5-20-8111	TOOLS/EQUIPMENT	47.50
I-201402271521	2/19/2014	AP	MAIZE HS KAYS:BLOOD DRIVE DUE: 2/19/2014 DISC: 2/19/2014 MAIZE HS KAYS:BLOOD DRIVE	100.00	1099: N 01 5-80-7970	COMMUNITY SERVI	100.00
			=== VENDOR TOTALS ===	147.50			

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A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
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01-0439	MOTOROLA SOLUTIONS, INC.					
I-13998199	1/31/2014 AP	NEW RADIOS-PD DUE: 1/31/2014 DISC: 1/31/2014 NEW RADIOS-PD	6,411.96	1099: N 10 5-00-9102	POLICE DEPT EQU	6,411.96
I-13998363	1/31/2014 AP	NEW RADIOS-PD DUE: 1/31/2014 DISC: 1/31/2014 NEW RADIOS-PD	6,045.54	1099: N 10 5-00-9102	POLICE DEPT EQU	6,045.54
=== VENDOR TOTALS ===			12,457.50			
=====						
01-0353	NATIONAL SIGN COMPANY, INC.					
I-170439	2/20/2014 AP	STOP SIGNS DUE: 2/20/2014 DISC: 2/20/2014 STOP SIGNS	346.19	1099: N 02 5-00-8702	PERMANENT SIGNS	346.19
=== VENDOR TOTALS ===			346.19			
=====						
01-0200	O'REILLY AUTOMOTIVE, INC.					
C-4598-111690	2/14/2014 AP	ITEM RETURN DUE: 2/14/2014 DISC: 2/14/2014 ITEM RETURN	30.00CR	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	30.00CR
I-4598-111586	2/13/2014 AP	STARTER-1997 FORD BACKHOE DUE: 2/13/2014 DISC: 2/13/2014 STARTER-1997 FORD BACKHOE	214.04	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	214.04
=== VENDOR TOTALS ===			184.04			
=====						
01-0205	PAVING MAINTENANCE SUPPLY, INC					
I-0139707	2/17/2014 AP	COLD ASPHALT PATCH DUE: 2/17/2014 DISC: 2/17/2014 COLD ASPHALT PATCH	510.00	1099: N 02 5-00-8203	ASPHALT -HOT/CO	510.00
=== VENDOR TOTALS ===			510.00			
=====						
01-0206	PEREGRINE CORPORATION					
I-903986	1/28/2014 AP	BUSINESS CARDS - HANNA DUE: 1/28/2014 DISC: 1/28/2014 BUSINESS CARDS - HANNA	50.00	1099: N 01 5-10-8004	PRE-PRINTED FOR	50.00
=== VENDOR TOTALS ===			50.00			

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-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	---ACCOUNT NAME---	DISTRIBUTION
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01-0208		PFAFF SIGNS				
I-5110	2/18/2014 AP	GRAPHICS-CAR #214 DUE: 2/18/2014 DISC: 2/18/2014 GRAPHICS-CAR #214	382.08	1099: N 10 5-00-9102	POLICE DEPT EQU	382.08
		=== VENDOR TOTALS ===	382.08			
=====						
01-0210		POSTAGE BY PHONE				
I-201402271526	2/17/2014 AP	POSTAGE DUE: 2/17/2014 DISC: 2/17/2014	500.00	1099: N		
		POSTAGE		01 5-10-7203	POSTAGE	100.00
		POSTAGE		01 5-20-7203	POSTAGE	100.00
		POSTAGE		01 5-30-7203	POSTAGE	100.00
		POSTAGE		20 5-00-7203	POSTAGE	100.00
		POSTAGE		21 5-00-7203	POSTAGE	100.00
		=== VENDOR TOTALS ===	500.00			
=====						
01-0219		REBECCA BOUSKA				
I-201402271518	2/26/2014 AP	MILEAGE/MEAL REIMBURSEMENT DUE: 2/26/2014 DISC: 2/26/2014	50.46	1099: N		
		MILEAGE/MEAL REIMBURSEMENT		01 5-10-6305	MILEAGE/TRAVEL	14.95
		MILEAGE/MEAL REIMBURSEMENT		01 5-10-6304	MEAL/LODGING AL	35.51
		=== VENDOR TOTALS ===	50.46			
=====						
01-0239		SEDGWICK COUNTY DIVISION OF FI				
I-1800037933	2/05/2014 AP	JAIL HOUSING FEES-JAN 2014 DUE: 2/05/2014 DISC: 2/05/2014	236.60	1099: N		
		JAIL HOUSING FEES-JAN 2014		01 5-30-9909	COUNTY JAIL HOU	236.60
		=== VENDOR TOTALS ===	236.60			
=====						
01-0249		SUPERIOR RUBBER STAMP & SEAL				
I-37365	1/31/2014 AP	DATE STAMP-FRONT DESK DUE: 1/31/2014 DISC: 1/31/2014	62.00	1099: N		
		DATE STAMP-FRONT DESK		01 5-10-8005	OFFICE SUPPLIES	62.00
		=== VENDOR TOTALS ===	62.00			

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-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
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01-0256	TkFAST					
I-17651	2/17/2014 AP	SECURITY SOFTWARE UPDATE DUE: 2/17/2014 DISC: 2/17/2014 SECURITY SOFTWARE UPDATE	795.00	1099: N 01 5-10-7504	COMPUTER TECH S	795.00
I-17706	2/25/2014 AP	MONTHLY BACK UP DUE: 2/25/2014 DISC: 2/25/2014 MONTHLY BACK UP	450.00	1099: N 01 5-10-7504	COMPUTER TECH S	450.00
=== VENDOR TOTALS ===			1,245.00			
=====						
01-0264	TYLER TECHNOLOGIES					
I-025-89524	2/26/2014 AP	MONTHLY ONLINE HOSTING DUE: 2/26/2014 DISC: 2/26/2014 MONTHLY ONLINE HOSTING MONTHLY ONLINE HOSTING MONTHLY ONLINE HOSTING	190.00	1099: N 01 5-30-7504 20 5-00-7504 21 5-00-7504	COMPUTER TECH S COMPUTER TECH S COMPUTER TECH S	116.67 36.67 36.66
=== VENDOR TOTALS ===			190.00			
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01-0266	UNI FIRST					
I-2400453588	2/25/2014 AP	UNIFORMS AND MATS DUE: 2/25/2014 DISC: 2/25/2014 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	331.84	1099: N 01 5-40-7804 02 5-00-7804 20 5-00-7804 21 5-00-7804	UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C	82.96 82.96 82.96 82.96
=== VENDOR TOTALS ===			331.84			
=====						
01-0270	USA BLUE BOOK					
I-271649	2/18/2014 AP	SUPPLIES-WATER/SEWER DUE: 2/18/2014 DISC: 2/18/2014 SUPPLIES-WATER/SEWER SUPPLIES-WATER/SEWER SUPPLIES-WATER/SEWER	733.69	1099: N 20 5-00-8503 21 5-00-8402 20 5-00-8310	SAFETY EQUIPMEN EQUIPMENT OTHER SUPPLIES	185.20 425.95 122.54
=== VENDOR TOTALS ===			733.69			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0278		WALMART COMMUNITY				
I-201402271527	2/16/2014 AP	OIL CHANGE/NEW TV-SHOP DUE: 2/16/2014 DISC: 2/16/2014 OIL CHANGE/NEW TV-SHOP OIL CHANGE/NEW TV-SHOP	487.54	1099: N 02 5-00-8304 02 5-00-8403	OIL CHANGES GARAGE/SHOP EQU	30.54 457.00
		=== VENDOR TOTALS ===	487.54			
01-0284		WICHITA AREA BUILDERS ASSOCIAT				
I-201402271522	2/25/2014 AP	MEMBERSHIP - EDGINGTON DUE: 2/25/2014 DISC: 2/25/2014 MEMBERSHIP - EDGINGTON	395.00	1099: N 01 5-10-6301	ORGANIZATION ME	395.00
		=== VENDOR TOTALS ===	395.00			
01-0289		WICHITA WINWATER WORKS				
I-196028	2/17/2014 AP	RADIO READ WATER METERS DUE: 2/17/2014 DISC: 2/17/2014 RADIO READ WATER METERS	16,500.00	1099: N 22 5-00-8402	EQUIPMENT	16,500.00
		=== VENDOR TOTALS ===	16,500.00			
01-0291		WILLIAM MCKINLEY				
I-201402271525	2/25/2014 AP	MILEAGE REIMBURSEMENT DUE: 2/25/2014 DISC: 2/25/2014 MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT	154.00	1099: N 01 5-10-6305 05 5-00-6305	MILEAGE/TRAVEL MILEAGE REIMBUR	77.00 77.00
		=== VENDOR TOTALS ===	154.00			
		=== PACKET TOTALS ===	285,322.45			

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 Damage Control
 bad mothing MAIZE
 WTR Resonance*

*Wanda Clark
 2/27/2014*

CITY OF MAIZE, KANSAS
MAIZE PUBLIC BUILDING COMMISSION
SUMMARY FINANCIAL INFORMATION
FOR THE PERIOD JANUARY 1, 2005 – DECEMBER 31, 2013

BFR

BUSBY FORD & REIMER, LLC

CERTIFIED PUBLIC ACCOUNTANTS

**CITY OF MAIZE, KANSAS
MAIZE PUBLIC BUILDING COMMISSION
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BUSBY FORD & REIMER, LLC

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

Mayor and City Council
City of Maize, Kansas

We have audited, in accordance with auditing standards generally accepted in the United States of America, the financial statement of the **City of Maize, Kansas**, as of and for the years ended **December 31, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006 and 2005** (not presented herein), which collectively comprise the City's financial statement and have issued our reports thereon dated March 10, 2014, March 7, 2013, March 12, 2012, April 11, 2011, March 3, 2010, February 26, 2009, May 7, 2008, March 5, 2007 and March 8, 2006 respectively.

As explained in Note 1, the accompanying summary financial information of the **City of Maize, Kansas** for the period **January 1, 2005 – December 31, 2013**, as listed in the table of contents is not a presentation in conformity with accounting principles generally accepted in the United States of America. In our opinion, the accompanying summary financial information is fairly stated, in all material respects, in relation to the portion of the financial statement from which it has been derived.

Busby Ford & Reimer, LLC

Busby Ford & Reimer, LLC
March 10, 2014

**CITY OF MAIZE, KANSAS
MAIZE PUBLIC BUILDING COMMISSION
SUMMARY FINANCIAL INFORMATION
STATEMENT OF CASH RECEIPTS AND EXPENDITURES
FOR THE PERIOD JANUARY 1, 2005 – DECEMBER 31, 2013**

Receipts	
Bond Proceeds	\$ 4,605,000
Temporary Note Proceeds	235,000
Investment Earnings	240,710
Reimbursements	<u>1,913,267</u>
	<u>6,993,977</u>
Expenditures	
Construction	4,747,247
Legal, Underwriting & Fiduciary Fees	258,328
Principal	380,000
Interest	<u>1,589,699</u>
	<u>6,975,274</u>
Unencumbered Cash, Ending	<u>\$ 18,703</u>

The notes to the summary financial information are an integral part of this statement.

CITY OF MAIZE, KANSAS
MAIZE PUBLIC BUILDING COMMISSION
SUMMARY FINANCIAL INFORMATION
STATEMENT OF CHANGES IN LONG-TERM DEBT
FOR THE PERIOD JANUARY 1, 2005 - DECEMBER 31, 2013

Issue	Interest Rate	Date of Issue	Amount of Issue	Date of Final Maturity	Beginning Balance	Additions	Reductions/ Payments	Ending Balance	Interest
Improvement Revenue Bonds	3.00	12/1/05	\$ 235,000	6/1/06	\$ 0	\$ 235,000	\$ 235,000	\$ 0	\$ 3,526
Improvement Revenue Bonds	4.40 - 5.50	5/15/06	\$ 4,200,000	5/1/31	0	4,200,000	4,200,000	0	1,107,058
Refunding Revenue Bonds	1.00 - 5.20	4/28/11	\$ 4,280,000	5/31/31	0	4,280,000	120,000	4,160,000	479,114
Series 2012A Improvement Revenue Bonds	1.00 - 2.00	10/30/12	\$ 300,000	11/1/22	0	300,000	30,000	270,000	4,813
					<u>\$ 0</u>	<u>\$ 9,015,000</u>	<u>\$ 4,585,000</u>	<u>\$ 4,430,000</u>	<u>\$ 1,594,511</u>

The notes to the summary financial information are an integral part of this statement.

CITY OF MAIZE, KANSAS
MAIZE PUBLIC BUILDING COMMISSION
SUMMARY FINANCIAL INFORMATION
SCHEDULE OF MATURITY OF LONG-TERM DEBT
FOR THE PERIOD JANUARY 1, 2005 - DECEMBER 31, 2013

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019 - 2023</u>	<u>2024 - 2028</u>	<u>2029 - 2031</u>	<u>Total</u>
Principal	\$ 100,000	\$ 115,000	\$ 130,000	\$ 145,000	\$ 155,000	\$ 1,005,000	\$ 1,485,000	\$ 1,295,000	\$ 4,430,000
Interest	<u>193,808</u>	<u>191,851</u>	<u>189,295</u>	<u>185,820</u>	<u>181,570</u>	<u>813,020</u>	<u>538,457</u>	<u>104,910</u>	<u>2,398,731</u>
Total Principal and Interest	<u>\$ 293,808</u>	<u>\$ 306,851</u>	<u>\$ 319,295</u>	<u>\$ 330,820</u>	<u>\$ 336,570</u>	<u>\$ 1,818,020</u>	<u>\$ 2,023,457</u>	<u>\$ 1,399,910</u>	<u>\$ 6,828,731</u>

The notes to the summary financial information are an integral part of this statement.

**CITY OF MAIZE, KANSAS
MAIZE PUBLIC BUILDING COMMISSION
NOTES TO THE SUMMARY FINANCIAL INFORMATION
FOR THE PERIOD JANUARY 1, 2005 – DECEMBER 31, 2013**

Note 1 - Summary of Significant Accounting Policies:

Reporting Entity

The City of Maize is a municipal corporation governed by an elected Mayor and City Council. The accompanying summary financial information is for the Maize Public Building Commission which is a component unit of the City of Maize. All funds of the Maize Public Building Commission were held in trust by Southwest National Bank of Wichita and are invested in US Treasuries. All funds are received by Southwest National Bank and disbursed as appropriate in accordance with a Trust Agreement between the MPBC and Southwest National Bank.

Statutory Basis of Accounting

The statutory basis of accounting, as used in the preparation of the summary financial information, is designed to demonstrate compliance with the cash basis and budget laws of the State of Kansas. Cash receipts are recognized when the cash balance of a fund is increased. Expenditures include disbursements, accounts payable, and encumbrances. Encumbrances are commitments related to unperformed (executory) contracts for goods and services, and are usually evidenced by a purchase order or written contract.

CITY OF MAIZE FINANCIAL REPORTING ENTITY, KANSAS

**FINANCIAL STATEMENT
DECEMBER 31, 2013**

BFR

BUSBY FORD & REIMER, LLC

CERTIFIED PUBLIC ACCOUNTANTS

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
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DECEMBER 31, 2013**

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BUSBY FORD & REIMER, LLC

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

Mayor and City Council City of Maize, Kansas

We have audited the accompanying fund summary statement of regulatory basis receipts, expenditures and unencumbered cash balances of the **City of Maize Financial Reporting Entity, Kansas**, as of and for the year ended **December 31, 2013** and the related notes to the financial statement.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the Kansas Municipal Audit and Accounting Guide as described in Note 1 to meet the financial reporting requirements of the State of Kansas; this includes determining that the regulatory basis of accounting is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the *Kansas Municipal Audit and Accounting Guide*. Those standards require we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on auditors' judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. 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 believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Mayor and City Council
City of Maize, Kansas**

Basis for Adverse Opinion on Accounting Principles Generally Accepted in the United States of America

As described in Note 1 of the financial statement, the financial statement is prepared by the **City of Maize Financial Reporting Entity, Kansas**, to meet the requirements of the State of Kansas on the basis of the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide*, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The effects on the financial statement of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

Adverse Opinion on Accounting Principles Generally Accepted in the United States of America

In our opinion, because of the significance of the matter discussed in the "Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles" paragraph, the financial statement referred to above does not present fairly, in conformity with accounting principles generally accepted in the United States of America, the financial position of the **City of Maize Financial Reporting Entity, Kansas**, as of **December 31, 2013**, or changes in financial position and cash flows thereof for the year then ended.

Opinion on Regulatory Basis of Accounting

In our opinion, the financial statement referred to above presents fairly, in all material respects, the aggregate cash and unencumbered cash balance of the **City of Maize Financial Reporting Entity, Kansas**, as of **December 31, 2013**, and the aggregate receipts and expenditures for the year then ended in accordance with the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide* described in Note 1.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances (basic financial statement) as a whole. The summary of regulatory basis expenditures-actual and budget, individual fund schedules of regulatory basis receipts and expenditures-actual and budget, individual fund schedules of regulatory basis receipts and expenditures-actual, schedule of cash receipts and expenditures-capital projects and summary of regulatory basis receipts and disbursements-agency funds (Regulatory-Required Supplementary Information as listed in the table of contents) are presented for analysis and are not a required part of the basic financial statement, however are required to be presented under the provisions of the *Kansas Municipal Audit and Accounting Guide*. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statement. The information has been subjected to the auditing procedures applied in the audit of the basic financial statement and certain

**Mayor and City Council
City of Maize, Kansas**

additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statement or to the basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statement as a whole, on the basis of accounting described in Note 1.

The 2012 Actual column presented in the individual fund schedules of regulatory basis receipts and expenditures-actual and budget, individual fund schedules of regulatory basis receipts and expenditures-actual and schedule of cash receipts and expenditures-capital projects (as listed in the table of contents) is also presented for comparative analysis and is not a required part of the 2012 basic financial statement upon which we rendered an unmodified opinion dated March 7, 2013. The 2012 basic financial statement and our accompanying report are not presented herein, but are available in electronic form from the web site of the Kansas Department of Administration at the following link <http://da.ks.gov/ar/muniserv/>. Such 2012 comparative information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2012 basic financial statement. The 2012 comparative information was subjected to the auditing procedures applied in the audit of the 2012 basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the 2012 basic financial statement or to the 2012 basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the 2012 comparative information is fairly stated in all material respects in relation to the 2012 basic financial statement as a whole, on the basis of accounting described in Note 1.

Busby Ford & Reimer, LLC

Busby Ford & Reimer, LLC
March 10, 2014

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
SUMMARY OF CASH RECEIPTS, EXPENDITURES,
AND UNENCUMBERED CASH
REGULATORY BASIS
FOR THE YEAR ENDED DECEMBER 31, 2013**

Fund	Beginning	Prior Year	Cash Receipts	Expenditures	Ending	Add	Ending Cash
	Unencumbered	Encumbrances			Unencumbered		
	Cash Balance	Canceled			Cash Balance	Payable	Balance
Governmental							
General	\$ 459,139	\$ 0	\$ 2,523,127	\$ 2,375,869	\$ 606,397	\$ 0	\$ 606,397
Special Purpose Funds							
Consolidated Street	76,456	0	279,773	250,691	105,538	0	105,538
Capital Improvement	222,468	0	201,065	4,815	418,718	0	418,718
Maize Park Cemetery District	149,309	0	39,119	26,550	161,878	0	161,878
Equipment Reserve	69,249	0	106,578	78,877	96,950	0	96,950
Law Enforcement Training	10,525	0	5,468	9,997	5,996	0	5,996
Wastewater Reserve	143,669	0	12,000	24,654	131,015	11,249	142,264
Water Reserve	88,464	0	12,000	9,900	90,564	0	90,564
Water Bond Reserve	244,000	0	24,000	0	268,000	0	268,000
Wastewater Bond Reserve	123,800	0	24,000	0	147,800	0	147,800
Drug Tax	6,906	0	0	2,302	4,604	0	4,604
Carlson Assessments	44,951	0	54,584	40,510	59,025	0	59,025
Series 2010 GO Bond Refunding	0	0	33,850	33,387	463	0	463
Series 2012A Wastewater Revenue							
Bond Refunding	8,064	0	0	8,064	0	0	0
Maize Public Building Commission	217,633	0	255,742	454,672	18,703	0	18,703
Bond and Interest	348,652	0	1,917,990	1,800,450	466,192	0	466,192
Capital Projects	666,607	0	3,154,873	3,532,327	289,153	363,624	652,777
Business							
Wastewater Treatment	262,328	0	797,952	693,092	367,188	452	367,640
Water	256,056	0	802,128	734,655	323,529	452	323,981
	<u>\$ 3,398,276</u>	<u>\$ 0</u>	<u>\$ 10,244,249</u>	<u>\$ 10,080,812</u>	<u>\$ 3,561,713</u>	<u>\$ 375,777</u>	<u>\$ 3,937,490</u>
		Composition of Cash:		Checking			\$ 566,809
				Money Market			3,271,815
				Certificate of Deposit			90,624
				Investments			18,703
				Agency Funds			3,947,951
							(10,461)
							<u>\$ 3,937,490</u>

The notes to the financial statement are an integral part of this statement.

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2013**

Note 1 - Summary of Significant Accounting Policies:

Financial Reporting Entity

The City of Maize is a municipal corporation governed by an elected Mayor and five member City Council. This regulatory financial statement presents the City of Maize and its related municipal entity. The related municipal entity is included in the City's reporting entity because it was established to benefit the city and/or its constituents.

Maize Public Building Commission

The Maize Public Building Commission performs functions related to the issuance and repayment of debt for the City. The governing body of the component unit is appointed by the governing body of the City. During the year ended December 31, 2013, the City of Maize made payments totaling \$122,086 to the Maize Public Building Commission for the purpose of debt service.

The Maize Public Building Commission is presented as a Special Purpose Fund. Separate audited financial statements are not prepared by the Maize Public Building Commission.

Basis of Presentation – Fund Accounting

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The City has created several types of funds and a number of discrete funds within each fund type. Each fund is accounted for by a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, receipts and expenditures. The individual funds account for the governmental resources allocated to them for the purpose of carrying on specific activities in accordance with laws, regulations or other restrictions.

KMAAG Regulatory Basis of Presentation Fund Definitions:

Governmental Funds

General Fund-the chief operating fund. Used to account for all resources except those required to be accounted for in another fund.

Special Purpose Funds-used to account for the proceeds of specific tax levies and other specific revenue sources (other than Capital Project and tax levies for long-term debt) that are intended for specified purposes.

Bond & Interest Fund-used to account for the accumulation of resources, including tax levies, transfers from other funds and payment of general long-term debt.

Capital Projects Fund-used to account for the debt proceeds and other financial resources to be used for acquisition or construction of major capital facilities or equipment.

Business Fund-funds financed in whole or in part by fees charged to users of the goods or services (i.e. enterprise and internal service fund, etc.)

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2013**

Agency Fund-funds used to report assets held by the municipal reporting entity in a purely custodial capacity (payroll clearing fund, county treasurer tax collection accounts, etc.)

Regulatory Basis of Accounting and Departure from Accounting Principles Generally accepted in the United State of America

The KMAAG regulatory basis of accounting involves the recognition of cash, cash equivalents, marketable investments, and certain accounts payable and encumbrance obligations to arrive at a net unencumbered cash and investments balance on a regulatory basis for each fund, and the reporting of changes in unencumbered cash and investments of a fund resulting from the difference in regulatory basis receipts and regulatory basis expenditures for the fiscal year. All recognized assets and liabilities are measured and reported at cost, unless they have been permanently impaired and have no future cash value or represent no future obligation against cash. The KMAAG regulatory basis does not recognize capital assets, long-term debt, accrued receivables and payables, or any other assets, liabilities or deferred inflows or outflows, other than those mentioned above.

The City has approved a resolution that is in compliance with K.S.A. 75-1120a(c), waiving the requirement for application of accounting principles generally accepted in the United States of America and allowing the municipality to use the regulatory basis of accounting.

Budget and Tax Cycle

Kansas statutes require that an annual operating budget be legally adopted for the general fund, special purpose funds (unless specifically exempted by statute), the bond and interest fund and business funds. Although directory rather than mandatory, the statutes provide for the following sequence and timetable in the adoption of the legal annual operating budget:

1. Preparation of the budget for the succeeding calendar year on or before August 1st.
2. Publication in local newspaper of the proposed budget and notice of public hearing on the budget on or before August 5th.
3. Public hearing on or before August 15th, but at least ten days after publication of notice of hearing.
4. Adoption of the final budget on or before August 25th.

The statutes allow for the governing body to increase the originally adopted budget for previously unbudgeted increases in revenue other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least ten days after publication the hearing may be held and the governing body may amend the budget at that time. There was one budget amendment for the year ended December 31, 2013.

The statutes permit transferring budgeted amounts between line items within an individual fund. However, such statutes prohibit expenditures in excess of the total amount of the adopted budget of expenditures of individual funds. Budget comparison schedules are presented for each fund showing actual receipts and expenditures compared to legally budgeted receipts and expenditures.

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2013**

All legal annual operating budgets are prepared using the regulatory basis of accounting, in which revenue are recognized when cash is received and expenditures include disbursements, accounts payable, and encumbrances, with disbursements being adjusted for prior year's accounts payable and encumbrances. Encumbrances are commitments by the City for future payments and are supported by a document evidencing the commitment, such as a purchase order or contract. Any unused budget expenditure authority lapses at year-end.

A legal operating budget is not required for capital projects funds, trust funds and the following special purpose funds:

Equipment Reserve Fund	Law Enforcement Training Fund
Wastewater Reserve Fund	Water Reserve Fund
Water Bond Reserve Fund	Wastewater Bond Reserve Fund
Drug Tax Fund	Carlson Assessments Fund
Series 2010 GO Bond Refunding	Series 2012A Wastewater Revenue Bond Refunding
Maize Public Building Commission Fund	

Spending in funds which are not subject to the legal annual operating budget requirement is controlled by federal regulations, other statutes, or by the use of internal spending limits established by the governing body.

Special Assessments

Projects financed in part by special assessments are financed through the issuance of general obligation bonds which are secured in full by the City and are retired from the City's bond and interest fund. Further, state statutes permit the levying of additional general ad valorem property taxes in the City's bond and interest fund to finance delinquent special assessments. Special assessment taxes are levied over a ten- or fifteen-year period and the annual installments are due and payable with annual ad valorem property taxes. The City may foreclose liens against property benefited by special assessments when delinquent assessments are two years in arrears.

Note 2 - Deferred Compensation Plan:

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan is available to all City employees and permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are (until paid or made available to the employee or beneficiary) the property and rights of the plan (without being restricted to the provision of benefits under the plan), subject only to the claims of the plan's general creditors. Participants' rights under the plan are equal to those of general creditors of the plan in an amount equal to the fair market value of the deferred account for each participant.

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2013**

Note 3 - Deposits and Investments:

As of December 31, 2013, the City had the following investments and maturities:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Rating U.S.</u>
Treasury Notes (Less than One Year)	<u>\$ 18,703</u>	N/A

K.S.A. 9-1401 establishes the depositories which may be used by the City. The statute requires banks eligible to hold the City's funds have a main or branch bank in the county in which the City is located, or in an adjoining county if such institution has been designated as an official depository, and the banks provide an acceptable rate of return on funds. In addition, K.S.A. 9-1402 requires the banks to pledge securities for deposits in excess of FDIC coverage. The City has no other policies that would further limit interest rate risk.

K.S.A. 12-1675 limits the City's investment of idle funds to time deposits, open accounts and certificates of deposit with allowable financial institutions; U.S. government securities; temporary notes; no-fund warrants; repurchase agreements; and the Kansas Municipal Investment Pool. The City has no investment policy that would further limit its investment choices. The rating of the City's investments is noted above.

Concentration of credit risk. State statutes place no limit on the amount the City may invest in any one issuer as long as the investments are adequately secured under K.S.A. 9-1402 and 9-1405. The City's allocation of investments as of December 31, 2013, is as follows:

<u>Investments</u>	<u>Percentage of Investments</u>
Treasury Notes	100%

Custodial credit risk – deposits. Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may be returned to it. State statutes require the City's deposits in financial institutions to be entirely covered by federal depository insurance or by collateral held under a joint custody receipt issued by a bank within the State of Kansas, the Federal Reserve Bank of Kansas City, or the Federal Home Loan Bank of Topeka, except during designated "peak periods" when required coverage is 50%. All deposits were legally secured at December 31, 2013.

At December 31, 2013, the City's carrying amount of deposits was \$3,929,248 and the bank balance was \$4,015,279. The bank balance is held by two banks. Of the bank balance, \$484,911 was covered by depository insurance, and the remaining \$3,530,368 was collateralized with securities held by the pledging financial institution's agent in the City's name.

Custodial credit risk – investments. For an investment this is the risk that, in the event of the failure of the issuer or counterparty, the Municipality will not be able to recover the value of its investments or collateral securities that are in possession of an outside party. State statutes require investments to be adequately secured.

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2013**

Note 4 - Interfund Transactions:

Operating transfers were as follows:

Transfer from:	Statutory Authority	Transfer to:								Total
		Consolidated Street	Capital Improvement	Bond & Interest	Equipment Reserve	Wastewater Reserve	Water Reserve	Water Bond Reserve	Wastewater Bond Reserve	
General	K.S.A. 12-1,119	\$ 150,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 150,000
General	K.S.A. 12-1,118	0	200,000	0	0	0	0	0	0	200,000
General	K.S.A. 12-1,117	0	0	0	106,500	0	0	0	0	106,500
Wastewater Treatment	K.S.A. 12-825d	0	0	234,220	0	12,000	0	0	24,000	270,220
Water	K.S.A. 12-825d	0	0	397,588	0	0	12,000	24,000	0	433,588
Capital Projects	K.S.A. 12-6a16	0	0	357,463	0	0	0	0	0	357,463
		<u>\$ 150,000</u>	<u>\$ 200,000</u>	<u>\$ 989,271</u>	<u>\$ 106,500</u>	<u>\$ 12,000</u>	<u>\$ 12,000</u>	<u>\$ 24,000</u>	<u>\$ 24,000</u>	<u>\$ 1,517,771</u>

Note 5 - Contingencies:

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City carries commercial insurance for all risks of loss. Settled claims resulting from these risks have not materially exceeded commercial insurance coverage in any of the past three years.

Grant Programs

The City participates in various federal and state grant programs. These grant programs are often subject to additional audits by agents of the granting agency, the purpose of which is to ensure compliance with the specific conditions of the grant. Any liability for reimbursement which may arise as a result of these audits cannot be reasonably determined at this time, although it is believed the amount, if any, would not be material.

Note 6 - Postemployment Benefits:

As provided by K.S.A. 12-5040, the City allows retirees to participate in the group health insurance plan. While each retiree pays the full amount of the applicable premium, conceptually, the local government is subsidizing the retirees because each participant is charged a level of premium regardless of age. However, the cost of this subsidy has not been quantified in these financial statements.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the government makes health care benefits available to eligible former employees and eligible dependents. Certain requirements are outlined by the federal government for this coverage. The premium is paid in full by the insured. There is no cost to the government under this program.

The City did not provide any significant postemployment benefits for former employees at December 31, 2013.

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2013**

Note 7 - Reimbursed Expenses:

Reimbursed expenses are defined as repayments of amounts remitted on behalf of another party. All reimbursed expenses shown in the financial statements meet the following criteria:

1) the related disbursement was made in the current year on behalf of the payee, 2) the item paid for was directly identifiable as having been used by or provided to the payee, and 3) the amount of the reimbursed expense was directly tied to the amount of the original cash disbursement.

Note 8 - Compensated Absences:

All permanent full-time employees are eligible for vacation and/or sick leave benefits in varying annual amounts depending on position and length of service.

It is the policy of the City to record vacation and sick leave benefits as expenditures when paid.

Note 9 - Defined Benefit Pension Plan:

Plan Description

The City participates in the Kansas Public Employees Retirement System (KPERs), a cost-sharing, multiple-employer, defined benefit pension plan as provided by K.S.A. 74-4901, et seq. KPERs provides retirement benefits, life insurance, disability income benefits, and death benefits. Kansas law establishes and amends benefit provisions. KPERs issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to KPERs (611 S Kansas Ave., Suite 100, Topeka, KS, 66603-3869) or by calling 1-888-275-5737.

Funding Policy

K.S.A. 74-4919 establishes the KPERs member-employee contribution rate at 4% of covered salary. The employer collects and remits member-employee contributions according to the provisions of Section 414(h) of the Internal Revenue Code. State law provides that the employer contribution rate be determined annually based on the results of an annual actuarial valuation. KPERs is funded on an actuarial reserve basis. State law sets a limitation on annual increases in the contribution rates for KPERs employers. The employer rate established by statute for 2013 was: 8.94% for the period January 1 through March 31, 7.94% for the period April 1 through June 30 and 8.79% for the period July 1 through December 31. The City employer contributions to KPERs for the years ending December 31, 2013, 2012, and 2011 were \$97,703, \$87,388 and \$77,011, respectively, equal to the statutory required contributions for each year.

Note 10 - Subsequent Events:

The City has evaluated subsequent events through March 10, 2014, the date which the financial statement was available to be issued.

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2013**

Note 11 - Sublease Agreement:

The City has entered into a sublease agreement with the Maize Recreation Commission for use of a portion of the City Hall building. Terms of the sublease agreement provide for payments by the Maize Recreation Commission based on the debt service schedule related to the Maize Public Building Commission Improvement Bonds. Future minimum payments under this agreement are as follows:

<u>Year ending December 31,</u>	
2014	\$ 137,461
2015	142,310
2016	146,928
2017	150,135
2018	152,995
Thereafter	<u>2,073,015</u>
	<u>\$ 2,802,844</u>

Note 12 - Maize Public Building Commission:

As described in Note 1, the Maize Public Building Commission (MPBC) is a component unit of the City. As of December 31, 2013, all funds of the MPBC were held in trust by Southwest National Bank of Wichita and are invested in US Treasuries. All funds are received by Southwest National Bank and disbursed as appropriate in accordance with a Trust Agreement between the MPBC and Southwest National Bank.

Note 13 - Capital Projects:

At year-end, capital project authorizations compared with expenditures from inception are as follows:

	<u>Project Authorization</u>	<u>Expenditures to Date</u>
53rd and Maize Road Expansion	<u>\$ 5,423,276</u>	<u>\$ 5,423,276</u>
Watercress Village Addition	<u>\$ 496,000</u>	<u>\$ 468,474</u>
Watercress Village Phase 2	<u>\$ 540,000</u>	<u>\$ 77,247</u>
Woods at Watercress	<u>\$ 1,021,000</u>	<u>\$ 769,073</u>
Watercress Village 3rd	<u>\$ 457,000</u>	<u>\$ 422,010</u>
Hampton Lakes 2nd	<u>\$ 164,000</u>	<u>\$ 152,934</u>

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2013**

Note 14 - Revenue Bond Reserve Requirements:

The City issued revenue bonds for the purpose of constructing a water distribution system and a wastewater treatment system.

Provisions of the bond ordinance make the following requirement for the Wastewater Treatment and Water Funds to assure profitable operation and timely repayment of debt by the establishment of rates that will produce revenues sufficient to:

- (a) Pay the cost of the operation and maintenance of the System.
- (b) Pay the principal of and interest on the revenue bonds as and when the same become due.
- (c) Enable the City to have in each fiscal year net revenues in an amount that will be not less than 110% of the debt service requirements required to be paid by the City for the current fiscal year on all Wastewater Fund and Water Fund revenue bonds at the time outstanding. For 2013, 110% of the debt service payments for the current fiscal year were \$437,346 for the water system and \$247,495 for the wastewater treatment system, while net revenues as calculated per the covenant were \$501,062 and \$375,080 respectively.
- (d) Provide reasonable and adequate reserves for the payment of the bonds and the interest thereon.

Note 15 - Compliance with Revenue Bond Ordinance:

The financial statement, together with the description of the revenue bond requirements in Note 14, indicate the Water Fund and the Wastewater Treatment Fund did meet all requirements for reserves and debt service, and the current rate structure does appear to have been adequate in 2013 to meet the requirements of K.S.A. 12-866 and K.S.A. 10-1208, as applicable.

Note 16 - Conduit Debt:

From time to time, the City has issued Industrial Revenue Bonds to provide financial assistance to private-sector and other entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying debt. Upon repayment of the bonds, ownership of the acquired facilities transfers to the entities served by the bond issuance. The City is not obligated in any manner for the repayment of the bonds. Accordingly, the bonds are not reported in the accompanying financial statements.

As of December 31, 2013, there were three series of Industrial Revenue Bonds outstanding with an aggregate principal at the time of issuance of \$8,700,000 and an aggregate principal balance outstanding as of December 31, 2013, of \$5,021,059.

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2013**

Note 17 - Long-Term Debt:

Principal payments are due annually and interest payments are due semi-annually on long-term debt.

Terms for long-term liabilities for the City for the year ended December 31, 2013 were as follows:

Issue	Interest Rate	Date of Issue	Amount of Issue	Date of Final Maturity
General Obligation Bonds				
2004 Series	3.75 - 4.90	7/15/04	\$ 405,000	9/1/19
2007 Series A	3.75 - 5.00	4/15/07	\$ 1,162,741	10/1/22
2007 Series B	3.75 - 5.00	9/15/07	\$ 4,941,983	9/1/28
2008 Series A	3.30 - 4.90	2/1/08	\$ 882,000	9/1/28
2008 Series B	3.90 - 5.50	10/15/08	\$ 1,753,000	9/1/28
2010 Series	1.00 - 3.20	11/30/10	\$ 515,000	9/1/17
2011 Series A	1.55 - 4.20	9/29/11	\$ 4,630,000	10/1/32
2013 Series A	2.00 - 4.00	3/28/13	\$ 3,840,000	9/1/33
2013 Series B	1.75 - 4.00	8/29/13	\$ 2,115,000	9/1/28
2013 Series C	0.65	9/26/13	\$ 1,495,000	10/1/15
Revenue Bonds				
Water System Series 2006	4.00 - 5.50	1/15/06	\$ 5,335,000	8/1/31
Wastewater System Refunding Series 2012A	0.50 - 1.25	8/30/12	\$ 1,135,000	9/1/18
CDBG Loan				
Carlson Products	2.00	6/1/05	\$ 365,335	6/1/15
Maize Public Building Commission				
2011 Revenue Refunding Bonds	1.00 - 5.20	4/28/11	\$ 4,280,000	5/31/31
2012A Improvement Revenue Bonds	1.00 - 2.00	10/30/12	\$ 300,000	11/1/22
Temporary Notes				
2011 Series A	0.90	3/30/11	\$ 6,240,000	4/1/13
2011 Series B	0.50	9/29/11	\$ 2,045,000	10/1/13
Series 2012A	0.70	3/15/12	\$ 1,505,000	4/1/14
Series 2013A	1.00	3/28/13	\$ 4,020,000	4/1/15
Series 2013B	0.65	9/26/13	\$ 1,090,000	10/1/15

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2013**

Changes in long-term liabilities for the City for the year ended December 31, 2013 were as follows:

Issue	Balance Beginning of Year	Additions	Reductions/ Payments	Balance End of Year	Interest Paid
General Obligation Bonds					
2004 Series	\$ 225,000	\$ 0	\$ 30,000	\$ 195,000	\$ 10,380
2007 Series A	875,000	0	70,000	805,000	34,830
2007 Series B	4,425,000	0	190,000	4,235,000	183,292
2008 Series A	745,000	0	745,000	0	30,850
2008 Series B	1,440,000	0	1,440,000	0	60,208
2010 Series	300,000	0	105,000	195,000	7,100
2011 Series A	4,630,000	0	195,000	4,435,000	136,533
2013 Series A	0	3,840,000	0	3,840,000	0
2013 Series B	0	2,115,000	0	2,115,000	0
2013 Series C	0	1,495,000	0	1,495,000	0
	<u>12,640,000</u>	<u>7,450,000</u>	<u>2,775,000</u>	<u>17,315,000</u>	<u>463,193</u>
Revenue Bonds					
Water System Series 2006	4,660,000	0	155,000	4,505,000	242,587
Wastewater System Refunding Series 2012 A	1,135,000	0	215,000	920,000	9,955
	<u>5,795,000</u>	<u>0</u>	<u>370,000</u>	<u>5,425,000</u>	<u>252,542</u>
CDBG Loan					
Carlson Products	98,290	0	38,738	59,552	1,773
Maize Public Building Commission					
2011 Revenue Refunding Bonds	4,225,000	0	65,000	4,160,000	100,495
2012A Improvement Revenue Bonds	300,000	0	30,000	270,000	4,813
	<u>4,525,000</u>	<u>0</u>	<u>95,000</u>	<u>4,430,000</u>	<u>105,308</u>
Temporary Notes					
2011 Series A	5,305,000	0	5,305,000	0	95,623
2011 Series B	2,045,000	0	2,045,000	0	19,232
2012 Series A	1,505,000	0	0	1,505,000	0
Series 2013A	0	4,020,000	0	4,020,000	0
Series 2013B	0	1,090,000	0	1,090,000	0
	<u>8,855,000</u>	<u>5,110,000</u>	<u>7,350,000</u>	<u>6,615,000</u>	<u>114,855</u>
	<u>\$ 31,913,290</u>	<u>\$ 12,560,000</u>	<u>\$ 10,628,738</u>	<u>\$ 33,844,552</u>	<u>\$ 937,671</u>

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2013**

Current maturities of long-term debt and interest for the next five years and in five year increments through maturity are as follows:

	Principal				Interest				Total Principal and Interest			
	General Obligation Bonds	Revenue Bonds	CDBG Loan	Maize Public Building Commission	Temporary Notes	Total Principal	General Obligation Bonds	Revenue Bonds		CDBG Loan	Maize Public Building Commission	Temporary Notes
2014	\$ 690,000	\$ 355,000	\$ 39,516	\$ 100,000	\$ 1,505,000	\$ 2,689,516	\$ 581,656	\$ 244,310	\$ 995	\$ 193,808	\$ 21,538	\$ 1,042,307
2015	2,415,000	365,000	20,036	115,000	5,110,000	8,025,036	529,967	235,505	200	191,851	95,004	1,052,527
2016	925,000	375,000	0	130,000	0	1,430,000	484,647	226,050	0	189,295	0	899,992
2017	900,000	405,000	0	145,000	0	1,450,000	456,668	215,737	0	185,820	0	858,225
2018	910,000	300,000	0	155,000	0	1,365,000	430,337	204,013	0	181,570	0	815,920
2019 - 2023	4,795,000	1,115,000	0	1,005,000	0	6,915,000	1,732,728	858,412	0	813,020	0	3,404,160
2024 - 2028	4,605,000	1,445,000	0	1,485,000	0	7,535,000	951,083	535,650	0	538,457	0	2,025,190
2029 - 2033	2,075,000	1,065,000	0	1,295,000	0	4,435,000	235,343	118,800	0	104,910	0	459,053
	<u>\$ 17,315,000</u>	<u>\$ 5,425,000</u>	<u>\$ 59,552</u>	<u>\$ 4,430,000</u>	<u>\$ 6,615,000</u>	<u>\$ 33,844,552</u>	<u>\$ 5,402,429</u>	<u>\$ 2,638,477</u>	<u>\$ 1,195</u>	<u>\$ 2,398,731</u>	<u>\$ 116,542</u>	<u>\$ 10,557,374</u>
												<u>\$ 44,401,926</u>

**REGULATORY REQUIRED
SUPPLEMENTARY INFORMATION**

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
SUMMARY OF EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS
FOR THE YEAR ENDED DECEMBER 31, 2013**

Fund	Certified Budget	Adjustment for		Total Budget for Comparison	Expenditures Chargeable to Current Year	Variance - Over (Under)
		Budget Credits	Qualifying			
Governmental	\$ 2,717,755	\$ 0	\$ 2,717,755	\$ 2,375,869	\$ (341,886)	
General						
Special Purpose Funds						
Consolidated Street	251,050	0	251,050	250,691	(359)	
Capital Improvement	389,000	0	389,000	4,815	(384,185)	
Maize Park Cemetery District	139,107	0	139,107	26,550	(112,557)	
Equipment Reserve	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	78,877	XXXXXXXXXX	
Law Enforcement Training	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	9,997	XXXXXXXXXX	
Wastewater Reserve	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	24,654	XXXXXXXXXX	
Water Reserve	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	9,900	XXXXXXXXXX	
Water Bond Reserve	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	0	XXXXXXXXXX	
Wastewater Bond Reserve	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	0	XXXXXXXXXX	
Drug Tax	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	2,302	XXXXXXXXXX	
Carlson Assessments	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	40,510	XXXXXXXXXX	
Series 2010 GO Bond Refunding	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	33,387	XXXXXXXXXX	
Series 2012A Wastewater Revenue	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX			
Bond Refunding	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	8,064	XXXXXXXXXX	
Maize Public Building Commission	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	454,672	XXXXXXXXXX	
Bond and Interest	1,968,272	0	1,968,272	1,800,450	(167,822)	
Capital Projects	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	3,532,327	XXXXXXXXXX	
Business						
Wastewater Treatment	695,000	0	695,000	693,092	(1,908)	
Water	737,800	0	737,800	734,655	(3,145)	
	<u>\$ 6,897,984</u>	<u>\$ 0</u>	<u>\$ 6,897,984</u>	<u>\$ 10,080,812</u>	<u>\$ (1,011,862)</u>	

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -
ACTUAL AND BUDGET
REGULATORY BASIS
FOR THE YEAR ENDED DECEMBER 31, 2013
(With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

<u>General Fund</u>	<u>Current Year</u>			Variance - Over (Under)
	Prior Year Actual	Actual	Budget	
Cash Receipts				
Ad valorem tax	\$ 1,172,533	\$ 1,154,726	\$ 1,139,675	\$ 15,051
Delinquent tax	66,613	17,879	15,000	2,879
Motor vehicle tax	147,909	166,024	129,121	36,903
Sales tax	523,635	556,058	525,000	31,058
Transient guest tax	80,932	76,903	80,000	(3,097)
Liquor Tax	89	15	50	(35)
Franchise tax	287,930	309,064	254,000	55,064
Fines	178,826	105,865	141,000	(35,135)
Permits and licenses	97,935	110,382	55,900	54,482
Interest	645	702	0	702
Other revenue	28,257	25,509	39,200	(13,691)
	<u>2,585,304</u>	<u>2,523,127</u>	<u>\$ 2,378,946</u>	<u>\$ 144,181</u>
Expenditures				
City council	17,655	17,137	\$ 18,000	\$ (863)
Administration	294,405	297,528	291,800	5,728
Police department	568,391	557,922	569,650	(11,728)
Municipal court	74,218	78,886	77,305	1,581
Community facilities	71,828	71,876	70,700	1,176
Non-Departmental				0
Employee benefits	452,552	445,357	459,300	(13,943)
Utilities	18,893	20,490	25,000	(4,510)
Community services	14,168	11,186	10,000	1,186
Building inspections	34,250	38,727	20,000	18,727
Planning & zoning	56,340	54,213	60,500	(6,287)
Audit	13,680	14,600	15,000	(400)
Economic development	8,819	15,000	15,000	0
Tree board	5,508	8,886	10,000	(1,114)
Senior services	3,100	2,500	3,000	(500)
City Hall lease payment	151,227	156,899	157,000	(101)
Transfers	440,000	456,500	456,500	0
Transient guest tax rebate	80,932	76,903	80,000	(3,097)
Contingency funds	0	21,414	30,000	(8,586)
Maize Road Match	0	0	320,000	(320,000)
Housing grant	3,025	29,520	21,000	8,520
Miscellaneous	300	325	8,000	(7,675)
	<u>2,309,291</u>	<u>2,375,869</u>	<u>\$ 2,717,755</u>	<u>\$ (341,886)</u>
Receipts Over (Under) Expenditures	276,013	147,258		
Unencumbered Cash, Beginning	183,126	459,139		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 459,139</u>	<u>\$ 606,397</u>		

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -
ACTUAL AND BUDGET
REGULATORY BASIS
FOR THE YEAR ENDED DECEMBER 31, 2013
(With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

<u>Consolidated Street Fund</u>	Prior Year	<u>Current Year</u>		Variance - Over (Under)
	Actual	Actual	Budget	
Cash Receipts				
County gas tax	\$ 39,261	\$ 39,617	\$ 40,130	\$ (513)
State gas tax	88,824	90,150	89,010	1,140
Transfers	150,000	150,000	150,000	0
Other	1,761	6	0	6
	<u>279,846</u>	<u>279,773</u>	<u>\$ 279,140</u>	<u>\$ 633</u>
Expenditures				
Operating expenditures	<u>234,462</u>	<u>250,691</u>	<u>\$ 251,050</u>	<u>\$ (359)</u>
	<u>234,462</u>	<u>250,691</u>	<u>\$ 251,050</u>	<u>\$ (359)</u>
Receipts Over (Under) Expenditures	45,384	29,082		
Unencumbered Cash, Beginning	31,072	76,456		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 76,456</u>	<u>\$ 105,538</u>		

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -
ACTUAL AND BUDGET
REGULATORY BASIS
FOR THE YEAR ENDED DECEMBER 31, 2013
(With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

<u>Capital Improvement Fund</u>	<u>Current Year</u>			Variance - Over (Under)
	Prior Year <u>Actual</u>	<u>Actual</u>	<u>Budget</u>	
Cash Receipts				
Delinquent tax	\$ 884	\$ 174	\$ 500	\$ (326)
Motor vehicle tax	316	0	0	0
Transfers	150,000	200,000	200,000	0
Other revenue	8,000	0	0	0
Interest	818	891	200	691
	<u>160,018</u>	<u>201,065</u>	<u>\$ 200,700</u>	<u>\$ 365</u>
 Expenditures				
Capital outlay	<u>154,726</u>	<u>4,815</u>	<u>\$ 389,000</u>	<u>\$ (384,185)</u>
	<u>154,726</u>	<u>4,815</u>	<u>\$ 389,000</u>	<u>\$ (384,185)</u>
 Receipts Over (Under) Expenditures	5,292	196,250		
 Unencumbered Cash, Beginning	217,176	222,468		
 Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
 Unencumbered Cash, Ending	<u>\$ 222,468</u>	<u>\$ 418,718</u>		

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -
ACTUAL AND BUDGET
REGULATORY BASIS
FOR THE YEAR ENDED DECEMBER 31, 2013
(With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

<u>Maize Park Cemetery District Fund</u>	<u>Current Year</u>			Variance - Over (Under)
	Prior Year <u>Actual</u>	<u>Actual</u>	<u>Budget</u>	
Cash Receipts				
Ad valorem tax	\$ 5,993	\$ 6,117	\$ 6,404	\$ (287)
Delinquent tax	330	81	0	81
Motor vehicle tax	741	841	718	123
Lot sales	19,750	21,440	5,000	16,440
Internments	5,700	9,100	5,000	4,100
Interest	588	330	300	30
Other	1,561	1,210	400	810
	<u>34,663</u>	<u>39,119</u>	<u>\$ 17,822</u>	<u>\$ 21,297</u>
 Expenditures				
Operating expenditures	<u>19,126</u>	<u>26,550</u>	<u>\$ 139,107</u>	<u>\$ (112,557)</u>
	<u>19,126</u>	<u>26,550</u>	<u>\$ 139,107</u>	<u>\$ (112,557)</u>
 Receipts Over (Under) Expenditures	15,537	12,569		
 Unencumbered Cash, Beginning	133,772	149,309		
 Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
 Unencumbered Cash, Ending	<u>\$ 149,309</u>	<u>\$ 161,878</u>		

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -
ACTUAL AND BUDGET
REGULATORY BASIS
FOR THE YEAR ENDED DECEMBER 31, 2013
(With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

<u>Bond and Interest Fund</u>	<u>Current Year</u>			Variance - Over (Under)
	Prior Year <u>Actual</u>	<u>Actual</u>	<u>Budget</u>	
Cash Receipts				
Ad valorem tax	\$ 5,487	\$ 21,200	\$ 21,262	\$ (62)
Delinquent tax	1,521	641	770	(129)
Motor vehicle tax	394	739	623	116
Special assessments	769,073	905,933	993,000	(87,067)
Transfers	656,280	989,271	631,808	357,463
Interest	190	206	250	(44)
	<u>1,432,945</u>	<u>1,917,990</u>	<u>\$ 1,647,713</u>	<u>\$ 270,277</u>
Expenditures				
Principal	830,000	1,085,000	\$ 1,055,000	\$ 30,000
Interest	788,480	715,450	763,272	(47,822)
Cash basis reserve	0	0	150,000	(150,000)
	<u>1,618,480</u>	<u>1,800,450</u>	<u>\$ 1,968,272</u>	<u>\$ (167,822)</u>
Receipts Over (Under) Expenditures	(185,535)	117,540		
Unencumbered Cash, Beginning	534,187	348,652		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 348,652</u>	<u>\$ 466,192</u>		

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -
ACTUAL AND BUDGET
REGULATORY BASIS
FOR THE YEAR ENDED DECEMBER 31, 2013
(With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

<u>Wastewater Treatment Fund</u>	<u>Current Year</u>			Variance - Over (Under)
	Prior Year <u>Actual</u>	<u>Actual</u>	<u>Budget</u>	
Cash Receipts				
User fees	\$ 583,614	\$ 635,194	\$ 625,000	\$ 10,194
Installation fees	130,350	157,250	129,500	27,750
Interest	875	952	1,000	(48)
Other revenue	2,847	4,556	0	4,556
	<u>717,686</u>	<u>797,952</u>	<u>\$ 755,500</u>	<u>\$ 42,452</u>
Expenditures				
Operating expenses	396,266	422,872	\$ 424,780	\$ (1,908)
Transfers	272,870	270,220	270,220	0
	<u>669,136</u>	<u>693,092</u>	<u>\$ 695,000</u>	<u>\$ (1,908)</u>
Receipts Over (Under) Expenditures	48,550	104,860		
Unencumbered Cash, Beginning	213,778	262,328		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 262,328</u>	<u>\$ 367,188</u>		

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -
ACTUAL AND BUDGET
REGULATORY BASIS
FOR THE YEAR ENDED DECEMBER 31, 2013
(With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

<u>Water Fund</u>	<u>Current Year</u>			Variance - Over (Under)
	Prior Year Actual	Actual	Budget	
Cash Receipts				
User fees	\$ 642,147	\$ 582,017	\$ 647,000	\$ (64,983)
Hook on fees	144,700	170,750	48,100	122,650
Turn on fees	15,077	18,562	15,000	3,562
Water tax	2,759	6,103	2,500	3,603
Interest	246	268	100	168
Other revenue	29,118	24,428	25,100	(672)
	<u>834,047</u>	<u>802,128</u>	<u>\$ 737,800</u>	<u>\$ 64,328</u>
Expenditures				
Operating expenses	288,525	301,067	\$ 304,212	\$ (3,145)
Transfers	430,173	433,588	433,588	0
	<u>718,698</u>	<u>734,655</u>	<u>\$ 737,800</u>	<u>\$ (3,145)</u>
Receipts Over (Under) Expenditures	115,349	67,473		
Unencumbered Cash, Beginning	140,707	256,056		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 256,056</u>	<u>\$ 323,529</u>		

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
 SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL
 REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2013
 (With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

Equipment Reserve Fund

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
Cash Receipts		
Transfers	\$ 140,000	\$ 106,500
Interest	71	78
	<u>140,071</u>	<u>106,578</u>
Expenditures		
Equipment	<u>135,775</u>	<u>78,877</u>
	<u>135,775</u>	<u>78,877</u>
Receipts Over (Under) Expenditures	4,296	27,701
Unencumbered Cash, Beginning	64,953	69,249
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>
Unencumbered Cash, Ending	<u>\$ 69,249</u>	<u>\$ 96,950</u>

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
 SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL
 REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2013
 (With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

<u>Law Enforcement Training Fund</u>	Prior Year Actual	Current Year Actual
Cash Receipts		
Training funds	\$ 10,676	\$ 5,468
	<u>10,676</u>	<u>5,468</u>
 Expenditures		
Training	<u>7,647</u>	<u>9,997</u>
	<u>7,647</u>	<u>9,997</u>
 Receipts Over (Under) Expenditures	3,029	(4,529)
 Unencumbered Cash, Beginning	7,496	10,525
 Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>
 Unencumbered Cash, Ending	<u>\$ 10,525</u>	<u>\$ 5,996</u>

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
 SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL
 REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2013
 (With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

Wastewater Reserve Fund

	Prior Year Actual	Current Year Actual
Cash Receipts		
Transfers	\$ 12,000	\$ 12,000
	12,000	12,000
 Expenditures		
Equipment	0	24,654
	0	24,654
 Receipts Over (Under) Expenditures	 12,000	 (12,654)
Unencumbered Cash, Beginning	131,669	143,669
Prior Year Canceled Encumbrances	0	0
Unencumbered Cash, Ending	\$ 143,669	\$ 131,015

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
 SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL
 REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2013
 (With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

Water Reserve Fund

	Prior Year Actual	Current Year Actual
Cash Receipts		
Transfers	\$ 12,000	\$ 12,000
	12,000	12,000
 Expenditures		
Equipment	0	9,900
	0	9,900
 Receipts Over (Under) Expenditures	12,000	2,100
 Unencumbered Cash, Beginning	76,464	88,464
 Prior Year Canceled Encumbrances	0	0
 Unencumbered Cash, Ending	\$ 88,464	\$ 90,564

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
 SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL
 REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2013
 (With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

Water Bond Reserve Fund

	Prior Year Actual	Current Year Actual
Cash Receipts		
Transfers	\$ 24,000	\$ 24,000
	24,000	24,000
 Expenditures	 0	 0
Receipts Over (Under) Expenditures	24,000	24,000
Unencumbered Cash, Beginning	220,000	244,000
Prior Year Canceled Encumbrances	0	0
Unencumbered Cash, Ending	\$ 244,000	\$ 268,000

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
 SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL
 REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2013
 (With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

Wastewater Bond Reserve Fund

	<u>Prior Year Actual</u>	<u>Current Year Actual</u>
Cash Receipts		
Transfers	<u>\$ 137,500</u>	<u>\$ 24,000</u>
	<u>137,500</u>	<u>24,000</u>
 Expenditures		
Bond principal	<u>141,192</u>	<u>0</u>
	<u>141,192</u>	<u>0</u>
 Receipts Over (Under) Expenditures	 (3,692)	 24,000
 Unencumbered Cash, Beginning	 127,492	 123,800
 Prior Year Canceled Encumbrances	 <u>0</u>	 <u>0</u>
 Unencumbered Cash, Ending	 <u>\$ 123,800</u>	 <u>\$ 147,800</u>

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
 SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL
 REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2013
 (With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

Drug Tax Fund

	Prior Year Actual	Current Year Actual
Cash Receipts		
Drug tax distribution	\$ 6,061	\$ 0
	6,061	0
 Expenditures		
Equipment and commodities	0	2,302
	0	2,302
 Receipts Over (Under) Expenditures	 6,061	 (2,302)
 Unencumbered Cash, Beginning	 845	 6,906
 Prior Year Canceled Encumbrances	 0	 0
 Unencumbered Cash, Ending	 \$ 6,906	 \$ 4,604

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
 SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL
 REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2013
 (With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

Carlson Assessments Fund

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
Cash Receipts		
Other revenue	\$ 40,491	\$ 54,584
	<u>40,491</u>	<u>54,584</u>
 Expenditures		
Principal	37,974	38,737
Interest	<u>2,536</u>	<u>1,773</u>
	<u>40,510</u>	<u>40,510</u>
 Receipts Over (Under) Expenditures	(19)	14,074
 Unencumbered Cash, Beginning	44,970	44,951
 Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>
 Unencumbered Cash, Ending	<u>\$ 44,951</u>	<u>\$ 59,025</u>

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
 SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL
 REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2013
 (With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

Series 2010 GO Bond Refunding

	Prior Year Actual	Current Year Actual
Cash Receipts		
Bond proceeds	\$ 0	\$ 33,850
	0	33,850
Expenditures		
Legal & Publication costs	0	0
Transfer	1,473	33,387
	1,473	33,387
Receipts Over (Under) Expenditures	(1,473)	463
Unencumbered Cash, Beginning	1,473	0
Prior Year Canceled Encumbrances	0	0
Unencumbered Cash, Ending	\$ 0	\$ 463

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
 SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL
 REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2013
 (With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

Series 2012A Wastewater Revenue Bond Refunding

	Prior Year Actual	Current Year Actual
	<u> </u>	<u> </u>
Cash Receipts		
Bond proceeds	\$ 143,360	\$ 0
	<u>143,360</u>	<u>0</u>
Expenditures		
Legal & Publication costs	21,796	0
Transfer	<u>113,500</u>	<u>8,064</u>
	<u>135,296</u>	<u>8,064</u>
Receipts Over (Under) Expenditures	8,064	(8,064)
Unencumbered Cash, Beginning	0	8,064
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>
Unencumbered Cash, Ending	<u>\$ 8,064</u>	<u>\$ 0</u>

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL
REGULATORY BASIS
FOR THE YEAR ENDED DECEMBER 31, 2013
(With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

Maize Public Building Commission Fund

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
Cash Receipts		
Investment earnings	\$ 392	\$ 247
Other revenue	<u>546,258</u>	<u>255,495</u>
	<u>546,650</u>	<u>255,742</u>
 Expenditures		
Fees	2,128	135
Costs of issuance	9,336	0
Construction costs	77,040	199,042
Principal	55,000	65,000
Interest	<u>191,257</u>	<u>190,495</u>
	<u>334,761</u>	<u>454,672</u>
 Receipts Over (Under) Expenditures	211,889	(198,930)
 Unencumbered Cash, Beginning	5,744	217,633
 Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>
 Unencumbered Cash, Ending	<u>\$ 217,633</u>	<u>\$ 18,703</u>

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -
CAPITAL PROJECTS
REGULATORY BASIS
FOR THE YEAR ENDED DECEMBER 31, 2013
(With Comparative Actual Totals for the Prior Year Ended December 31, 2012)**

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
Cash Receipts		
Bond proceeds	\$ 0	\$ 95,754
Temporary note proceeds	1,505,000	3,015,278
Other revenue	<u>315,439</u>	<u>43,841</u>
	<u>1,820,439</u>	<u>3,154,873</u>
 Expenditures		
Construction/engineering costs	1,807,347	2,913,885
Other costs	16,080	132,851
Principal and interest	0	136,192
Transfers	<u>23,764</u>	<u>349,399</u>
	<u>1,847,191</u>	<u>3,532,327</u>
 Receipts Over (Under) Expenditures	(26,752)	(377,454)
 Unencumbered Cash, Beginning	693,359	666,607
 Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>
 Unencumbered Cash, Ending	<u>\$ 666,607</u>	<u>\$ 289,153</u>

**CITY OF MAIZE FINANCIAL REPORTING ENTITY
 SCHEDULE OF CASH RECEIPTS AND CASH DISBURSEMENTS - ACTUAL
 AGENCY FUNDS
 REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2013**

Fund	Beginning Cash Balance	Cash Receipts	Cash Disbursements	Ending Cash Balance
Municipal Court	\$ 9,318	\$ 26,188	\$ 25,446	\$ 10,060
Cafeteria Plan	1,723	13,656	14,978	401
	<u>\$ 11,041</u>	<u>\$ 39,844</u>	<u>\$ 40,424</u>	<u>\$ 10,461</u>