

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, JUNE 16, 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 May 19, 2014.
 - b. Receive and file minutes from the Planning Commission meeting from April 3, 2014
 - c. Receive and file minutes from the Park and Tree Board meeting from June 10, 2014.
 - d. Cash Disbursements from May 1, 2014 thru May 31, 2014 in the amount of \$286,835.29 (Check #58602 thru #58765).
- 7) Old Business
 - A. Utility Incentives Review
- 8) New Business
 - A. Manufactured/Mobile Home Ordinance
 - B. Revenue Bonds Charter Ordinance
 - C. Wastewater Plant Study
 - D. Eagles Nest Phase 2A Engineering Contract
- 9) Reports
 - Police
 - Public Works
 - City Engineer
 - Planning & Zoning

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, JUNE 16, 2014**

- City Clerk
- Legal
- Operations
- Mayor's Report
- Council Member's Reports

10) Executive Session

11) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, May 19, 2014**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **May 19, 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 **Alex McCreath.** **Kevin Reid** was absent.

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

APPROVAL OF AGENDA:

The Agenda was submitted for Council approval.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including the Council Meeting Minutes of April 21, 2014, the Park & Tree Board minutes of April 8, 2014 for receipt and file, and the Cash Disbursement Report from April 1, 2014 through April 30, 2014 in the amount of \$451,580.77 (Check #57992 through #58152).

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

ZONING CODE AMENDMENT:

An ordinance amending the Zoning Code was submitted for Council approval.

MOTION: **Clasen** moved to adopt the ordinance amending the Zoning Code.
Stivers seconded. Motion declared carried.

City Clerk assigned Ordinance #874.

AMERICAN RAMP COMPANY PROPOSAL:

A proposal from American Ramp Company for the components for the new skate park was submitted for Council approval.

MOTION: **Clasen** moved to approve the American Ramp Company proposal in an amount not to exceed \$28,990.38
Reid seconded. Motion declared carried.

KANSAS STATE BANK OF MANHATTAN FINANCE AGREEMENT:

A finance agreement with Kansas State Bank of Manhattan was submitted for Council approval. The agreement allows the City to finance the purchase of 900 radio-read water meters.

MOTION: **Clasen** moved to approve the purchase of 900 radio-read water meters in the amount of \$126,000 and approve the finance agreement with Kansas State Bank of Manhattan and authorize the Mayor to sign.
Stivers seconded. Motion declared carried.

RESOLUTION AUTHORIZING THE REDEMPTION OF INDUSTRIAL REVENUE BONDS:

A resolution authorizing the redemption of Industrial Revenue Bonds, Series 2006 (SecureNet Alarm Systems Project) was submitted for Council approval.

MOTION: *Fitzmier* moved to adopt the resolution to authorize the redemption and payment of the industrial revenue bonds and the conveyance of the facility to Secure Properites, LLC.
Clasen seconded. Motion declared carried.

City Clerk assigned Resolution #554-14

INDUSTRIAL REVENUE BONDS – OPTOMETRIC BILLING SOLUTIONS:

An ordinance authorizing the issuance of industrial bonds for Optometric Billing Solutions was submitted for Council approval.

MOTION: *Fitzmier* moved to approve the Optometrics IRB ordinance in an amount not to exceed \$1,600,000.
Stivers seconded. Motion declared carried.

City Clerk assigned Ordinance #875.

SPEED LIMIT ORDINANCE:

An ordinance amending Section 14-102 of the City code relating to establishing speed limits in the city limits was submitted for Council approval.

MOTION: *Clasen* moved to adopt the ordinance amending Section 14-102 of the code of the City of Maize, Kansas, relating to establishing maximum speed limits for street and highways located in the City of Maize, Kansas and repeal the existing Section 14-102 of the code of the City of Maize, Kansas.
Stivers seconded. Motion declared carried

City Clerk assigned Ordinance #876.

RECREATION COMMISSION, PLANNING COMMISSION AND TREE/PARK BOARD APPOINTMENTS:

Mayor Donnelly recommended the re-appointments of Bryan Aubuchon to the Planning Commission and Marina Fulton to the Tree/Park Board and the appointment of Lori Heger to the Maize Recreation Commission, Dennis Wardell to the Tree/Park Board and Jennifer Herington to the Planning Commission to three years ending May 31, 2017.

MOTION: *Fitzmier* moved to approve the Mayor's appointments to the Planning Commission and the Tree/Park Board.
Clasen seconded. Motion declared carried.

ADJOURNMENT:

With no further business before the Council,

MOTION: *Fitzmier* moved to adjourn.
Clasen 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, APRIL 3, 2014**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, April 3, 2014, for a Regular Meeting with **Gary Kirk** presiding. The following Planning Commission members were present: **Mike Burks, Andy Sciolaro, Gary Kirk, Gerald Woodard** and **Bryan Aubuchon**. The following Planning Commissioners were not present: **Josh Donahue** and **Bryant Wilks**.

Also present were **Sue Villarreal**, Recording Secretary; **Kim Edgington**, Planning Administrator; **Richard LaMunyon**, City Administrator; **Bill McKinley**, City Engineer, **Jason Gish**, MKEC.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

MOTION: **Sciolaro** moved to approve the March 6, 2014 minutes as presented:
Aubuchon seconded the motion.
Motion carried unanimously.

NEW BUSINESS – PLANNING COMMISSION

Watercress Village wall design approval

The developer for Watercress Village is requesting approval for the design of an 8 ft concrete wall for screening along the west boundary of the property.

Gish was present to answer questions from the Commissioners.

MOTION: **Sciolaro** moved to approve the construction of a 8 ft formed concrete wall along the west boundary of the Watercress Village property, subject to the conditions as set forth by staff.
Motion died for lack of a second.

MOTION: **Burks** moved to approve the construction of a 6 ft formed concrete wall along the west boundary of the Watercress Village property, subject to the conditions as set forth by staff.
Motion died for lack of a second.

MOTION: **Aubuchon** moved to approve the construction of a 8 ft formed concrete wall along the west boundary of the Watercress Village property, subject to the following conditions as set forth by staff.

- 1) 8 feet concrete formed wall with column height no higher than 8 feet 8 in.
- 2) Drainage must be approved by the City Engineer.
- 3) Must be a formed wall design and both sides of the wall must match the submitted photos.
- 4) If not in compliance, the wall will be removed and replaced at the expense of the applicant.
- 5) Columns should be set back far enough from street right-of-way to allow for future road and sidewalk construction.
- 6) Plans must be stamped and approved by a structural engineer.
- 7) Developer must apply a finish product to the wall and must maintain both sides of the wall.

Sciolaro seconded the motion.

Motion carried with 4 –yes. 1-no *Woodard*

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

MOTION: *Burks* moved to defer until further information is available.
Aubuchon seconded the motion.
 Motion carried unanimously.

Zoning Code Text Amendment

MOTION: *Burks* moved to approve the amendment to the Zoning Code with the following corrections:

- Article III, Section III-E.2.e.(1) shall be amended as follows:

Features allowed within setbacks. The following structures and features may be located within required setbacks:

- (a) Trees, shrubbery or other features of natural growth;
- (b) Fences or walls that do not exceed six feet in height as measured on the side of the fence with the most vertical exposure above finished grade. Building material may only be wood or wood-like material, chain link metal or ornamental iron.

Sciolaro seconded the motion.
 Motion carried unanimously.

ADJOURNMENT:

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

Meeting adjourned at 7:45 PM.

Sue Villarreal
Recording Secretary

Gerald Woodard
Vice-Chairman

**MAIZE PARK AND TREE BOARD
MINUTES – REGULAR MEETING
TUESDAY, MAY 13, 2014**

The Maize Park and Tree Board met in a regular meeting at 5:33pm, Tuesday, May 13, 2014 with **Tammy Learned** presiding. Board members present were **Betty Pew, Mike Burks, Jennifer Herington, Marina Fulton, and Becky Keiter-Bell**. Member absent was **Justin Banks**.

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

Approval of Agenda:

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

Approval of the April 8, 2014 Minutes:

MOTION: **Herington** moved to approve the minutes.
Fulton seconded. Motion declared carried.

Splash Park:

Proposals for construction from Athco, Inc. of Lenexa, Ks. And Condor, Inc. of El Monte, Ca. we compared and discussed.

MOTION: **Burks** moved to recommend to City Council that a new Splash Park be constructed on the old tennis court site by Condor, Inc. (proposal option #2) at a cost of \$211,792.00 with funding options determined by City Staff.
Pew seconded. Motion declared carried.

Other Items

- Kansas Single Track Society to design and provide labor at no cost to the City – will present proposal at June meeting.
- Cement planter by playground to be moved by Public Works, if possible.
- Dead tree by old Skate Park to be removed.
- No flowers will be planted this year because of inadequate water pressure to water them
- City Staff will research Sprinkler System
- City Staff will research installing stairs along south side of community building

Adjournment:

With no further business before the board:

MOTION: **Burks** motioned to adjourn.
Fulton seconded. Motion declared carried.
Meeting adjourned at 6:12pm

Approved by the Park and Tree Board on June 10, 2014.

Rebecca Keith Bell

Park and Tree Board Member

Laura Rainwater
Recording Secretary

CITY OF MAIZE
Bank Reconciliation Report
For May 2014

Fund Balances

FUND	NAME	BEGIN			END	
		PERIOD	RECEIPTS	DISBURSEMENTS	PERIOD	
01	General Fund	\$ 933,425.86	\$ 95,606.13	\$ 207,441.29	\$	821,590.70
02	Street Fund	111,939.47	12,500.00	23,263.79		101,175.68
04	Capital Improvements Fund	477,219.64	14,815.06	-		492,034.70
05	Long-Term Projects	28,873.59		21,560.32		7,313.27
10	Equipment Reserve Fund	99,849.28	12,520.23			112,369.51
11	Police Training Fund	4,926.41	144.00	1,135.42		3,934.99
12	Municipal Court Fund	6,078.21	2,937.00			9,015.21
16	Bond & Interest Fund	964,363.25	49,996.21	-		1,014,359.46
19	Wastewater Reserve Fund	142,482.14	1,928.92	-		144,411.06
20	Wastewater Treatment Fund	427,467.30	68,617.54	51,509.87		444,574.97
21	Water Fund	356,362.36	77,473.51	57,195.25		376,640.62
22	Water Reserve Fund	78,063.81	1,000.00	2,795.00		76,268.81
23	Water Bond Debt Reserve Fund	276,000.00	2,000.00	-		278,000.00
24	Wastewater Bond Debt Reserve Fund	155,800.09	2,000.00	-		157,800.09
32	Drug Tax Distribution Fund	4,603.57	-	-		4,603.57
38	Cafeteria Plan	(347.63)	920.30	136.00		436.67
40	Carlson Assessments Fund	59,025.21	-	20,255.00		38,770.21
47	53rd & Maize Road Expansion	99,800.64	-	85.20		99,715.44
61	Carriage Crossing VI	114,483.09	-	-		114,483.09
71	Fiddlers Cove 3rd	(342.00)	-	-		(342.00)
73	Hampton Lakes Commercial	13,068.00	-	-		13,068.00
74	Hampton Lakes 2nd Addition	46,795.37	-	-		46,795.37
76	Series 2013 B Refunding Bonds	463.25				463.25
98	Maize Cemetery	163,980.53	439.51	1,830.79		162,589.25
Totals All Fund		\$ 4,564,381.44	\$ 342,898.41	\$ 387,207.93	\$	4,520,071.92

Bank Accounts and Adjustments

Emprise Bank/Halstead Checking Account	\$ 494,218.36	\$ 550,418.56	\$ 278,129.91	\$	766,507.01
Outstanding Items				\$	(81,893.79)
Halstead Bank Money Market Account	3,972,230.03	744.60	300,105.18		3,672,869.45
Maize Cemetery CD 85071	90,590.90	56.30	-		90,647.20
Maize Cemetery Operations	73,333.33	439.51	1,830.79		71,942.05
Totals All Banks	\$ 4,630,372.62	\$ 551,658.97	\$ 580,065.88	\$	4,520,071.92

CITY OF MAIZE

Cash and Budget Position

Thru May 31, 2014

FUND	NAME	BEGINNING	MONTH	MONTH	END MONTH	ANNUAL	YTD	YTD	REMAINING	REMAINING
		CASH BALANCE	RECEIPTS	DISBURSEMENTS	CASH BALANCE	EXPENSE BUDGET	REVENUE	EXPENSE	EXPENSE BUDGET	BUDGET PERCENTAGE
01	General Fund	\$ 933,425.86	\$ 95,606.13	\$ 207,441.29	\$ 821,590.70	\$ 3,030,450.00	\$ 1,298,031.89	\$ 1,082,860.93	\$ 1,947,589.07	64.27%
02	Street Fund	111,939.47	12,500.00	23,263.79	101,175.68	268,000.00	119,927.50	124,109.97	143,890.03	53.69%
04	Capital Improvements Fund	477,219.64	14,815.06	-	492,034.70	564,000.00	73,316.96	-	564,000.00	100.00%
05	Long-Term Projects	28,873.59	-	21,560.32	7,313.27	-	-	365,086.63	-	-
10	Equipment Reserve	99,849.28	12,520.23	-	112,369.51	195,000.00	62,530.99	47,111.02	147,888.98	75.84%
11	Police Training Fund	4,926.41	144.00	1,135.42	3,934.99	10,000.00	1,300.00	3,361.35	6,638.65	66.39%
12	Municipal Court Fund	6,078.21	2,937.00	-	9,015.21	-	8,999.47	10,044.22	-	-
16	Bond & Interest Fund	964,363.25	49,996.21	-	1,014,359.46	2,191,290.00	984,904.61	436,736.68	1,754,553.32	80.07%
19	Wastewater Reserve Fund	142,482.14	1,928.92	-	144,411.06	-	9,644.60	7,498.00	-	-
20	Wastewater Treatment Fund	427,467.30	68,617.54	51,509.87	444,574.97	681,000.00	358,136.80	281,201.52	399,798.48	58.71%
21	Water Fund	356,362.36	77,473.51	57,195.25	376,640.62	749,600.00	356,338.69	303,655.93	445,944.07	59.49%
22	Water Reserve Fund	78,063.81	1,000.00	2,795.00	76,268.81	35,000.00	5,000.00	19,295.00	15,705.00	44.87%
23	Water Bond Debt Reserve Fund	276,000.00	2,000.00	-	278,000.00	-	10,000.00	-	-	-
24	Wastewater Bond Debt Reserve Fund	155,800.09	2,000.00	-	157,800.09	-	10,000.00	-	-	-
32	Drug Tax Distribution Fund	4,603.57	-	-	4,603.57	-	-	-	-	-
38	Cafeteria Plan	(347.63)	920.30	136.00	436.67	-	5,061.65	5,025.61	-	-
40	Carlson Assessments Fund	59,025.21	-	20,255.00	38,770.21	-	-	20,255.00	-	-
47	53rd & Maize Road Expansion	99,800.64	-	85.20	99,715.44	-	20,356.32	26,934.00	-	-
61	Carriage Crossing VI	114,483.09	-	-	114,483.09	-	-	39.78	-	-
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)	-	-	-	-	-
73	Hampton Lakes Commercial	13,068.00	-	-	13,068.00	-	-	-	-	-
74	Hampton Lakes 2nd Addition	46,795.37	-	-	46,795.37	-	-	39.78	-	-
76	Series 2013B Refunding Bonds	463.25	-	-	463.25	-	-	-	-	-
98	Maize Cemetery	163,980.53	439.51	1,830.79	162,589.25	140,265.00	20,596.07	19,885.64	120,379.36	85.82%
Report Totals		\$ 4,564,381.44	\$ 342,898.41	\$ 387,207.93	\$ 4,520,071.92	\$ 7,864,605.00	\$ 3,344,145.55	\$ 2,753,141.06	\$ 5,546,386.96	70.52%

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, JUNE 16, 2014**

AGENDA ITEM #7A

ITEM: UTILITY INCENTIVE REVIEW

BACKGROUND:

The Utility Incentive program was implemented in October of 2009 to boost new home starts in the City of Maize. The current program is a tiered utility credit with levels of \$2,000, \$4,000 or \$6,000 depending on the cost of the home. This incentive, along with the property tax program, has provided the basis for the most successful housing market in the State.

After reviewing the housing market, city utility reserves and other budget related items, staff has concluded that it is time to revisit the program and consider the following recommendations:

- 1) Reduce the utility incentive amount to \$1,000 for each new home purchase beginning July 1, 2014.
- 2) Eliminate the Utility Incentive Program on December 31, 2014.

FINANCIAL CONSIDERATIONS:

While the current utility funds and reserves continue to improve, the elimination of the utility incentives will assist in expediting the overall improvement of the utility funds. An update of these funds will continue to be provided as the incentives are phased out.

LEGAL CONSIDERATIONS:

None

RECOMMENDATION/ACTION:

Approve the reduction of all current utility incentives to the amount of \$1,000 for each new home beginning July 1, 2014 through December 31, 2014 and the elimination of the program for 2015.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, JUNE 16th, 2014**

AGENDA ITEM #8A

ITEM: Manufactured/Mobile Code

BACKGROUND:

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

The ordinance goes into some detail. Highlights of the policy include:

- Permits will be required to set a manufactured home
- Mobile homes constructed before June 15, 1976, by state statute, cannot be moved and relocated within the State of Kansas. They can only remain in place or be moved out of state
- The parks will be licensed (\$20 per lot annually)
- It outlines the development procedures for new parks and requires:
 - paved off-street parking
 - paved patios
 - paved roads, lighting, landscaping
 - storm shelters
 - community-wide refuse disposal
 - and more

Existing parks must be licensed in 90 days.

The homes will be numbered with street and lot addresses.

Paved roads, parking, patios, refuse disposal, and storm shelters will be required for existing parks by 2016.

FINANCIAL CONSIDERATIONS:

A \$20 fee per lot will be assessed on the current Parks.

Rolling Meadows would pay \$1,140 (57 lots) and Sunflower Village would pay \$640 (32 lots).

LEGAL CONSIDERATIONS:

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

RECOMMENDED ACTION:

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

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

ORDINANCE NO. _____

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

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

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

CHAPTER 18. MANUFACTURED/MOBILE HOME PARK CODE.

Article 1. Manufactured/Mobile Home Park Code.

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

(a) "**City**" means the City of Maize, Kansas.

(b) "**Code**" means the Code of the City.

(c) "**City Administrator**" means the City Administrator or his/her authorized representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) **“Roadway”** means any private street having a minimum width of thirty (30) feet and depth of six inches (6”) paved located within a Park or court and provided for the general vehicular and pedestrian circulation within the court or Park.

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

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

EXCEPTIONS:

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

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

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

(b) After the effective date of this ordinance:

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

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

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

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

18-105. ANNUAL LICENSE. (a) After the Effective Date of this Ordinance, except for the ninety (90) day period as allowed in Section 18-106 herein, it shall be unlawful for any person to construct, maintain and operate any Manufactured/Mobile Home Park, Mobile Home Park or Campground within the City unless such person is licensed by the City to operate the same, with such license not being transferrable except with the consent of the City.

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

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

(2) Each day an annual license fee remains unpaid after February 15 will constitute a separate violation. In addition, the annual license fee will be increased by one and one-half percent (1.5%) per month during the time period the license fee remains unpaid after February 15.

18-106. EXISTING PARKS AND OPERATORS. (a) All persons operating existing Mobile Home Parks must obtain a license to operate a Mobile Home Park within ninety (90) days of the Effective Date of this Ordinance. Applications for Mobile Home Park licenses must be made within thirty (30) days of the Effective Date of this Ordinance. The application shall be submitted on forms provided by the City Administrator.

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

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

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

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

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

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

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

- (5) the number and location of Manufactured/Mobile Home Spaces;
- (6) the location and width of Roadways, sidewalks, off-street parking and easements;
- (7) the location, size and specifications of buildings, sewers, water lines and gas lines;
- (8) the location of any sewage disposal system and water supply system;
- (9) the existing topography; and
- (10) a drainage grading plan.

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

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

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

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

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

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

18-110.

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

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

EXCEPTIONS TO ACCESSORY STRUCTURE SETBACK REQUIREMENTS:

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

(c) *Roadways:* All Manufactured/Mobile Home spaces or Recreational Vehicle spaces shall abut upon a Park or Campground Roadway, with no Manufactured/Mobile Home or Recreational Vehicle having its direct access from a public street or highway. Roadways shall be in general conformance to the local residential street requirements of the City subdivision regulations. Roadway widths shall not be less than thirty (30) feet. All Roadways shall have unobstructed access to a public street or highway, with all dead-end Roadways being provided an adequate vehicular turnaround (cul de sac) with a diameter of not less than seventy (70) feet, or shall have an alternate turnaround area such as hammerheads, etc., as may be approved by the City Administrator or designee as providing service equal to the cul de sac. All Park and Campground Roadways shall be surfaced with concrete, asphaltic concrete, asphalt or other comparable surfacing.

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

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

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

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

(h) *Lighting*: All Park and Campground Roadways shall be lighted at night with seven thousand (7,000) lumen lamps at a maximum interval of two hundred (200) feet located approximately twenty (20) feet from the ground, or friendship lights (gas or electric) with lighting equal to forty (40) watts, and lighted automatically from dusk to dawn, shall be provided for each Manufactured/Mobile Home Space adjacent to the Park Roadways, or at a maximum interval of seventy-five (75) feet adjacent to Camp Roadways.

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

18-111. MANUFACTURED/MOBILE HOME PARK STORM SHELTERS. (a) General Requirements. Every Manufactured/Mobile Home Park of ten (10) or more Manufactured/Mobile Home Spaces must be provided with above-grade or below-grade storm shelters which shall:

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

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

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

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

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

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

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

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

18-112. GARBAGE AND REFUSE. (a) Garbage and refuse collection will be provided and paid for by the person or entity that holds a license to operate a Park. One dumpster that has the capacity to hold not less than eight (8) cubic yards of garbage and refuse will be provided at a Park for every sixteen (16) Manufactured/Mobile Homes and Mobile Homes that are located in a Park.

(b) Garbage and refuse collection will be provided and paid for by the person or entity that holds a Campground license. One dumpster will be provided per sixteen (16) Recreational Vehicle spaces in a Campground.

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

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

(e) Existing Mobile Home Parks must be in compliance with this Section 18-112 within sixty (60) days of the effective date of this ordinance.

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

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

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

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

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

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

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

EXCEPTION: Accessory structures not exceeding an area of one hundred (100) square feet of enclosed space, carports and residential patio structures may be attached to or become a part of a Manufactured/Mobile Home or Mobile Home if the structure complies in all respects to the applicable provisions of the building code and other technical codes, and permits are secured from the City Administrator.

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

18-116. ADDITIONS AND ALTERATIONS TO A HOME IN A MANUFACTURED/MOBILE HOME PARK. Additions and alterations may be made to any Manufactured/Mobile Home in a Manufactured/Mobile Home Park. Such additions or alterations shall also be placed on a permanent foundation as required by the building code of the City. Whenever any Manufactured/Mobile Home does not have a continuous perimeter foundation, continuous perimeter skirting shall be installed. Such skirting shall be of noncombustible material and resistant to deterioration due to weather.

18-117. MANUFACTURED/MOBILE HOME AND MOBILE HOME GROUND ANCHORS.
(a) Any Manufactured/Mobile Home or Mobile Home which is occupied or inhabited by any person as a dwelling, office or commercial space will be secured to the ground by tie-downs and ground anchors of a type which has been approved by the State of Kansas pursuant to the Mobile Home Security Requirements Act (K.S.A. 75-1226 *et seq.*) (the "Act"), unless such Manufactured/Mobile or Mobile Home is secured to the ground on a permanent foundation as prescribed by the Act.

(b) Any Mobile Home secured with tie-downs and ground anchors which were installed prior to July 1, 1975, will be deemed in compliance with this Section 18-117 if such tie-down devices were placed in a manner similar to the prescribed manner in the Act, unless the City Administrator or designee finds such tie-down devices are inadequate to anchor or secure a Mobile Home to the ground.

18-118. MOBILE HOME PARK POLICE POWER COMPLIANCE DEADLINES. A license to operate existing Mobile Home Parks consisting of three (3) or more Mobile Homes will not be issued and it will be unlawful on and after January 1, 2016, to operate a Mobile Home Park that is not in compliance with the following requirements that are within the police power of the City to enforce and which involve the public health, safety, morals and general welfare:

(a) Storm Shelters that comply with requirements set in Section 18-111 of the Code of the City, Manufactured/Mobile Home Park Storm Shelters when a Mobile Home Park contains ten (10) or more Mobile Home Spaces or Manufactured/Mobile Home Spaces.

(b) All Roadways located within a Mobile Home Park will be in conformance to Roadway requirements and standards contained in Section 18-110(c) of the Code.

(c) Surfaced off-street parking of asphalt, asphaltic concrete or concrete will be provided for each Manufactured/Mobile Home or Mobile Home as required in Section 18-110(e) of the Code.

18-119. COMPLIANCE WITH CODE, LAWS AND REGULATIONS. Manufactured/Mobile Homes, Mobile Homes and Recreational Vehicles will at all

times be maintained and operated in a manner that complies with applicable state laws and regulations and the ordinances and Code of the City.

- 18-120. IDENTIFICATION OF ROADWAYS AND SPACES. Roadways within Parks and Campgrounds will be marked and identified in compliance with City requirements. Each Space within a Park or Campground will be marked and identified in compliance with City requirements. The marking and identification will be provided as part of the application for a license under Section 18-107. Existing Mobile Home Parks must be in compliance with requirements of this Section 18-120 within sixty (60) days of the Effective Date of this Ordinance.
- 18-121. APPEALS. Appeals from the interpretation or application of the provisions of this Chapter by the City Administrator may be made to the City Council.
- 18-122. PENALTIES. Any person violating any provision of this Article is guilty of a misdemeanor and will be punished by fine of not more than five hundred dollars (\$500.00) and/or imprisonment of not more than six (6) months.
- 18-123. SEVERABILITY. If any section or provision of this Article is for any reason held illegal, invalid or unconstitutional, such action shall not affect the remaining provisions of this Article, which shall remain valid to the extent possible.

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

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

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

CITY OF MAIZE, KANSAS

By _____
CLAIR DONNELLY, Mayor

ATTEST:

By _____
JOCELYN REID, City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, JUNE 16, 2014**

AGENDA ITEM #8B

ITEM: MAIZE ROAD FINANCING – CHARTER ORDINANCE

BACKGROUND:

The city is considering financing a portion of the Maize Road project with a combination of general obligation bonds and revenue bonds. The revenue bond statutes (K.S.A. 10-1201 et seq.) have some limitations on issuing revenue bonds (for example, publishing a notice before contracts are entered into, or requiring a project to be put to a public vote, etc.). The city, through its constitutional “home rule” powers, can exempt itself from these limitations using a charter ordinance. Charter ordinances must be approved by 2/3 of the entire governing body (counting the mayor), published twice (over 2 consecutive weeks) and are not effective until 61 days after last publication (subject to a protest petition).

FINANCIAL CONSIDERATIONS:

By issuing revenue bonds (in addition to general obligation bonds) to finance a portion of Maize Road, the city can reduce its general obligation “debt-to-valuation” ratio that underwriters and banks often look at when bidding on the city’s bonds. Of the approximately \$4.1 million of Maize Road debt, roughly \$1.2 million could be issued as utility revenue bonds.

LEGAL CONSIDERATIONS:

Bond Counsel (Kim Bell) has prepared the charter ordinance exempting the city from K.S.A. 10-1210 (which contains various limitations on issuing revenue bonds).

RECOMMENDATION/ACTION:

MOTION: Move to approve the charter ordinance exempting the city from K.S.A. 10-1210.

(A charter ordinance requires approval by 2/3 of the governing body, including the mayor’s vote.)

(Published in the *Clarion* on June 19, 2014 and June 26, 2014)

CHARTER ORDINANCE NO. _____

A CHARTER ORDINANCE EXEMPTING THE CITY OF MAIZE, KANSAS FROM K.S.A. 10-1210 AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT RELATING TO THE ISSUANCE OF UTILITY REVENUE BONDS.

WHEREAS, Article 12, § 5 of the Constitution of the State of Kansas (the “Act”) empowers cities to determine their local affairs and government and provides that such power and authority granted thereby to cities shall be liberally construed for the purpose of giving to cities the largest measure of self-government, including passing charter ordinances which exempt such cities from non-uniform statutes and acts of the Kansas Legislature; and

WHEREAS, the City of Maize, Kansas (the “City”) is a City, as defined in the Act, duly created and organized, under the laws of the State of Kansas; and

WHEREAS, K.S.A. 10-1210 is part of an enactment of the Kansas Legislature (K.S.A. 10-1201 *et seq.*) relating to the issuance of bonds paid exclusively from revenues derived from the operation of an utility, which enactment is applicable to the City, but is not uniformly applicable to all cities within the State of Kansas; and

WHEREAS, the governing body of the City desires, by charter ordinance, to exempt the City from the provisions of K.S.A. 10-1210 and to provide substitute and additional provisions therefor.

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

Section 1. Exemption. The City of Maize, Kansas, by the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from and make inapplicable to it K.S.A. 10-1210, and does hereby provide the following substitute and additional provisions in place thereof:

The governing body, by a two-thirds vote of the members thereof, may contract for or make repairs, alterations, extensions, reconstructions, enlargements or improvements of any of its municipally owned utilities and issue or cause to be issued revenue bonds in payment of the cost thereof without submitting to a vote of the electors of such municipality the proposal to contract for or to make such repairs, alterations, extensions, reconstructions, enlargements or improvements and to issue such bonds in payment of the cost thereof: *Provided*, That such alterations, extensions or improvements will not cause duplication of existing utility service furnished by a private utility.

Section 2. Severability. If any provision or section of this Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall not affect any other provision of this Charter Ordinance. In such instance, this Charter

Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 3. Effective Date. This Charter Ordinance shall be published once a week for two consecutive weeks in the official City newspaper, and shall take effect sixty-one (61) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular City election shall be filed in the office of the Clerk, demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such purpose.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED with at least a two-thirds (2/3) vote of the entire governing body of the City of Maize, Kansas, on June 16, 2014 and **APPROVED AND SIGNED** by the Mayor.

(SEAL]

CLAIR E. DONNELLY, Mayor

ATTEST:

JOCELYN REID, City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, June 16, 2014**

AGENDA ITEM # 8C

ITEM: Wastewater Plant Study

BACKGROUND:

The Maize Wastewater Plant began operations in 1998. On going upkeep, maintenance, and some upgrades has kept the plant in good working order. The plant is currently working at about 60% of capacity.

According to KDHE when the capacity reaches 80% a plan for expansion needs to be in place. Accordingly, to expand the plant a financial plan needs also to be on place.

Step one toward the eventual expansion of the plan is to determine several things.

For example:

1. Establish the basis of design for improvements
2. Evaluated current plant operations and how it could be enhanced
3. Look at improvement alternatives
4. What costs are involved for improvements.

Public Works Director, Ron Smothers, has researched certain companies that have the expertise to provide the City with the information required to move forward in the plant improvement process. Two companies submitted proposals to conduct a study and provide input regarding the Wastewater Plant.

1. Wilson Company in Salina at a cost of \$73,700
2. MKEC Company in Wichita at a cost of \$55,000

Ron recommends MKEC to provide the study and evaluation of the Wastewater Plant. Proposal is attached for your review.

FINANCIAL CONSIDERATIONS:

Cost is \$55,000 for the MKEC proposal.

It would be paid for from the Wastewater Reserve fund.

LEGAL CONSIDERATIONS:

City Attorney has reviewed and approved the contract as to form.

RECOMMENDATION/ACTION:

Approve the MKEC contract in an amount not to exceed \$55,000 including expenses and authorize the Mayor to sign.

CONTRACT FOR ENGINEERING SERVICES

BETWEEN

THE CITY OF MAIZE, KANSAS

AND

**MKEC ENGINEERING , INC.
411 NORTH WEBB ROAD
WICHITA, KANSAS 67206**

CITY OF MAIZE – WWTP FACILITY EVALUATION STUDY

This Contract, made this ____ day of _____, 2014, by and between THE CITY OF MAIZE, KANSAS, party of the first part, hereinafter called the “CITY,” and MKEC ENGINEERING, INC., Wichita, Kansas, party of the second part, hereinafter called the “CONSULTANT.”

WITNESSETH:

WHEREAS, the CITY intends to evaluate:

- Establish the basis of design for improvements
- Assess the current condition of the plant and its ability to achieve the selected design criteria
- Identify the deficiencies
- Develop improvement alternatives
- Provide cost estimates for the implementation of the recommended improvements.

All of the aforesaid being located within the corporate limits of the CITY, and hereinafter called the “PROJECT;” and,

WHEREAS, the CITY is authorized by law to employ Consulting Engineers to assist in the plans, supplemental specifications, estimates of quantities of work and construction phase work for the PROJECT.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall furnish technical and professional services as required for evaluation of the City of Maize WWTP, Maize, Kansas, and to perform the PROJECT as outlined in the Scope of Services set forth in Attachment “A” hereto and incorporated by reference herein as though fully set forth herein.

II. IN ADDITION, THE CONSULTANT AGREES:

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in SCOPE OF SERVICES (Attachment "A").

B. To attend meetings with the CITY and other local, state and federal agencies as necessitated by the PROJECT.

C. To make available during regular office hours at its Wichita office, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this Contract.

D. To comply with all federal, state and local laws, ordinances and regulations applicable to the work.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by CONSULTANT and, where relevant to method of payment, to make such material available to the CITY.

F. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

G. Professional services will be billed monthly, on a time and material, not to exceed basis. Reimbursable expenses will be considered as an owner direct expense and will be billed at the actual costs.

H. To complete the services to be performed by CONSULTANT within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the CONSULTANT shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the CONSULTANT.

I. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONSULTANT, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

J. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the CONSULTANT under this Contract. CONSULTANT further agrees, covenants and represents that all designs, drawings, specifications, plans and other work or material furnished by CONSULTANT, its agents, employees and subcontractors under this Contract, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

K. To procure and maintain such insurance as will protect CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Contract and for which CONSULTANT is legally liable. Such policy of insurance shall be in an amount

not less than \$500,000.00 subject to a deductible of \$50,000.00. In addition, a workers' compensation and employer's liability policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the workers' compensation law. The liability limit shall be not less than the statutory amount for workers' compensation and not less than \$500,000.00 for each occurrence for the employer's liability coverage. Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT's employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Contract. The CITY shall be listed as an additional insured. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory certificates of insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this Contract. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

L. (1) 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; (2) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (3) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (4) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (5) that a failure to comply with the reporting requirements of (3) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the CITY; (6) if it is determined that the CONSULTANT has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the CITY. Parties to this Contract understand that the provisions of this paragraph (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such Contract or whose contracts with the CITY cumulatively total \$5,000.00 or less during the fiscal year.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the City's Office at no cost to the CONSULTANT.

B. To procure all permanent and construction easements, if any, required to complete the PROJECT.

C. To pay the CONSULTANT for its services in accordance with the requirements of this Contract.

D. To provide the right of entry for CONSULTANT's personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this Contract requires to be performed. The CITY agrees to provide the CONSULTANT the name of the person designated as Project Manager concurrent with notice to proceed.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT in a timely fashion. The CITY does not become liable or obligated in any way by such examination.

IV. PAYMENT PROVISIONS

A. Payment to the CONSULTANT for the Base Contract engineering services required by this Contract shall be paid monthly on a time and material and included expenses, not to exceed basis. Reimbursable expenses will be considered as an owner direct expense and will be billed at the actual costs.

TASK	DESCRIPTION	ESTIMATED FEE
01	Establish Design Criteria	
02	Existing WWTP Evaluation	
03	Plant Improvements	
<hr/>		
TOTAL BASE CONTRACT FEE (Not to Exceed)		\$55,000.00

B. Monthly Invoices: During the progress of the Base Contract engineering services work, the CONSULTANT may submit monthly request(s) for payment of services rendered during the preceding month subject to the following: Monthly billings shall be supported by documentation acceptable to the CITY engineer, which shall include an itemized detailed description of work performed, the name of the person performing the work, the time spent by the person performing the work and the date the work was performed. Billings shall be in increments of not less than one-sixth (1/6) hour of an hour. The not-to-exceed amounts specified above for Phase II services include expenses. Reimbursement of expenses incurred in providing Phase II services maybe billed monthly. Request for reimbursement shall include receipts for expenses when applicable. Expenses for mileage shall not exceed the per mile amount allowed by the CITY for its employees, a description of the trip, i.e., to and from plus actual mileage traveled per trip shall be included in the request for reimbursement and the name of the person who was the driver of the vehicle shall be listed. Detailed information acceptable to the CITY engineer shall be included for any other expense that reimbursement is being sought.

C. If additional work should be necessary by virtue of a major change in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. The right is reserved to the CITY to terminate this Contract at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT's inability to proceed with the work, or because the services of the CONSULTANT are

value of the services rendered up to the time of termination on the basis of the provisions of this Contract, but in no case shall payment be more than the CONSULTANT's actual costs plus overhead unless the PROJECT is abandoned by the CITY or indefinitely postponed by the CITY then in addition to actual costs plus overhead the CONSULTANT shall be paid actual cost plus overhead, plus 10% profit. The CITY will not be deemed to have abandoned or postponed the project if such is the results of a request from the developer of the WATERCRESS VILLAGE THIRD Addition project that the PROJECT be abandoned or postponed. For purposes of this Section V, A. overhead shall be calculated at a factor of 1.465 of actual costs.

B. That the original tracings for the final Engineering Plans and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT's services in accordance with this Contract, and there shall be no restriction or limitation on their further use by the CITY.

C. That the services to be performed by the CONSULTANT under the terms of this Contract are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this Contract, reasonable extensions in the time allotted for the work will be granted by the CITY; PROVIDED, however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefore.

E. Neither the CITY's review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Contract shall be construed to operate as a waiver of any right under this Contract or any cause of action arising out of the performance of this Contract.

F. The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law.

G. It is specifically agreed between the parties executing this Contract, that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

H. This Agreement shall be subject to and governed by the laws of the State of Kansas. A lawsuit filed by either party concerning this Agreement shall be in a court located in Sedgwick, County, Kansas.

I. This Contract and all contracts entered into under the provisions of this Contract shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Contract as of the date first written above.

ATTESTED TO:

CITY OF MAIZE, KANSAS

Jocelyn Reid, City Clerk

By: _____
Clair Donnelly, Mayor

ATTESTED TO:

MKEC ENGINEERING, INC.

Cynthia A. Womack

Cynthia A. Womack

By: *Gregory J. Allison*

Gregory J. Allison

Title: *Vice President*



April 11, 2014

Mr. Ron Smothers
 Public Works Director
 The City of Maize
 PO Box 245
 10100 Grady Ave
 Maize, KS 67101

REFERENCE

City of Maize – WWTP Facility Evaluation

Mr. Smothers:

We appreciate your interest in MKEC Engineering professional services and welcome the opportunity to work with you on this project. The Scope of Services in Attachment A provides a description of the tasks included in this contract proposal to complete the Wastewater Treatment Facility Evaluation. The purpose of this Wastewater Treatment Facility (WWTF) Evaluation is to:

- Establish the basis of design for improvements
- Assess the current condition of the plant and its ability to achieve the selected design criteria
- Identify the deficiencies
- Develop improvement alternatives
- Provide cost estimates for the implementation of the recommended improvements.

The report resulting from this evaluation will be used to help the City understand the urgency of the respective improvements, and develop a prioritized plan and budget for keeping the Maize WWTF in compliance and continuing to serve the needs of the community. MKEC proposes a Time and Material fee, not to exceed \$55,000.00 for the base contract items as indicated herein.

BASE CONTRACT – FEE COMPENSATION

The professional fees MKEC requests for the above outlined scope of services are as follows:

TASK	DESCRIPTION	ESTIMATED FEE
01	Establish Design Criteria	
02	Existing WWTP Evaluation	
03	Plant Improvements	
TOTAL BASE CONTRACT FEE (NOT TO EXCEED)		\$55,000.00

BILLING

Professional services will be billed monthly, on a time and material, not to exceed basis. **Reimbursable expenses will be considered as an owner direct expense and will be billed to you at the actual costs.** If you concur with this proposal, please indicate preferred tasks by initializing appropriate box, sign and date this letter, then return stating your approval for MKEC Engineering, Inc. to begin work on this project. Invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month. This proposal will become void after 60-days from the date submitted.

ATTACHMENTS TO THIS PROPOSAL

Please find the following documents:

- **Attachment "A"** – Scope of Services
- **Attachment "B"** – Reimbursable Expenses
- **Attachment "C"** – MKEC 2014 Hourly Rate Schedule
- **Attachment "D"** – MKEC Engineering, Inc. General Conditions for professional services

Should you have any questions, please do not hesitate to call us, as we want to ensure that we are aligned with you on the scope of the project and have stated them clearly in this proposal. Again, we welcome this opportunity.

IN WITNESS WHEREOF, this was executed and approved by the ENGINEER this

11th day of April, 2014.

MKEC ENGINEERING, INC.



Keith Ayotte, IE, MS Eng
Project Manager, Municipal Engineering Services

NOTICE TO PROCEED

The above proposal is understood and accepted. By accepting this proposal you are also agreeing to the MKEC Engineering, Inc. GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached to this proposal.

By: _____
(Signature)

For: _____
(Organization)

Date: _____

ATTACHMENT 'A': SCOPE OF SERVICES

Task 1 – ESTABLISH DESIGN CRITERIA

The hydraulic and solids loading capacity (i.e., design criteria) of the original plant design will be evaluated on the basis of the following:

- Historic flow characteristics
- Projected future flow characteristics for the selected design period (e.g., 20 years), including any projected industrial flows
- Evaluation of wet weather flow events, available equalization storage, and plant turn-down/up capability
- Bio-solids disposal plan
- KDHE discharge permit limits and potential changes

Using this information, the design criteria for the plant improvements will be established.

Task 2 – EXISTING WWTP EVALUATION

Each existing treatment process unit will be described and evaluated with regards to physical deficiencies (e.g., structural integrity, reliability, state required redundancy, etc.), existing and designed capacity (hydraulic and solids loading), existing and proposed capacity deficiencies and operational concerns (e.g., instrumentation, electrical power, HVAC), including:

- A. Liquid Treatment Assessment:
 - Headworks
 - Primary Treatment
 - Secondary Treatment
 - UV Disinfection
 - Flow Equalization
 - Effluent Pump Station
- B. Solids Treatment Assessment:
 - WAS Pumping
 - Aerobic Digestion
 - Solids Dewatering, Storage, and Disposal,
- C. Other
 - Office and laboratory
 - Site conditions and safety
 - Security
 - Controls system & Instrumentation
 - Back-up power

Task 3 – PLANT IMPROVEMENTS

Based on the design capacity and identified deficiencies, improvements will be developed for each process unit indicated above. Where multiple valid solutions to a problem exist, the alternatives will be presented and evaluated. Potential specific improvements identified at this stage include, but are not limited to the following:

- Manual bar screen system process improvements to mechanical system.
- Grease mitigation and removal
- UV channel bypass configuration improvements
- EQ basin for wet weather surge flows
- Septage receiving station

Preliminary cost estimates (+/-30% accuracy) will be developed for each of the recommended improvements for the purpose of budget planning.

A detailed report will be provided at the conclusion of the evaluation. The report will include all information and findings outlined in the three Tasks. The report will be presented in draft format for initial review, updated based on City comments and delivered in final form. Final report will be presented to the City as requested.

Exclusions:

The following tasks can be performed by MKEC, but are not included in the scope of services for this project:

1. Detailed Design to include Construction Documents and Specifications
2. Survey Services
3. Permitting
4. KDHE coordination
5. Any site evaluation, geotechnical, or civil design work such as retaining walls, exterior tank foundations, or extension of utilities from beyond the described site.
6. City review fees.
7. Preparation of Stormwater Pollution Prevention Plan and Notice of Intent.
8. Detailed Plant Electrical Load Study
9. Water/Sludge sampling and testing

ATTACHMENT 'B': REIMBURSABLE EXPENSES (not covered by design fee)

In addition to professional fees outlined, the Client shall pay all out-of-pocket expenses which are defined as actual expenditures made by MKEC, their employees, and / or professional consultants in the interest of the project and include, but are not limited to, the following expenses, unless another arrangement has been made (i.e. per diem, etc.) Items that are directly reimbursable are:

- Permit, application, and review fees to Governmental agencies.
- Printing costs to include blueprinting, photocopying and reproductions.
- Photographic supplies and processing.
- Study model materials.
- Special renderings, models, photographs and special consultants, when authorized by Client.
- Plotting and reproduction for progress meetings, presentations and submittals.
- Large format scans (11" x 17" and larger documents)
- Large format colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics
- Mock-up time and materials (if mock-up is requested by the Client)
- Postage, freight, long distance telephone, facsimile, overnight express mail and courier services.
- All travel expenses for meetings outside of Wichita including (but not limited to) airfare, hotel, car rental, taxis and meals. Per Diem costs of \$50.00 per day for miscellaneous tips and food expenditures.
- Mileage to/from meetings at IRS allowed rate.
- Hotel and car rental.

ATTACHMENT 'C': 2014 HOURLY RATE SCHEDULE

Principal/Project Manager	-	135.00
Senior Engineer	-	125.00
Engineer Level I	-	100.00
Engineer Level II/Senior Technician	-	90.00
Secretary	-	50.00
Survey Team/2 Man	-	140.00
Survey/GPS	-	140.00
Survey/Leica	-	310.00
RLS	-	90.00
Inspector	-	90.00
Technician I	-	80.00
Technician II	-	60.00

EXPENSES:

Xerox Copies	-	Current Market Rates
Plot Prints	-	0.90 per S.F.
Color/Mylar Plot Prints	-	2.00 per S.F.
Mileage	-	IRS allowed Rate

ATTACHMENT 'D': GENERAL CONDITIONSMKEC Engineering, Inc. GENERAL TERMS AND CONDITIONS (PROFESSIONAL SERVICES)

1. **Agreement.** There is an "Agreement" between you, the "Client," and MKEC Engineering, Inc. ("Consultant"). This Agreement includes the Project proposal, these General Terms and Conditions, Consultant's Addenda, and the Fee Schedule. The Agreement represents the entire and only agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client relating to the Project. If any term or provision of these General Terms and Conditions is found to be invalid under any applicable law, rule or regulation, that provision shall, to the narrowest extent possible, be deemed omitted and the remainder of the Agreement shall remain in full force and effect. This Agreement is exclusive of any other agreement(s) that may exist between Client and Consultant for separate proposals or projects not enumerated in the Project that is the subject of this Agreement. The rights and obligations of the parties under this Agreement and those of any other agreement are autonomous and exclusive to the individual agreement.
2. **Services.** Client engages Consultant to provide professional services ("Services") in connection with the project described in Consultant's proposal ("Project") to which these General Terms and Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are covered by this Agreement but, at the Consultant's discretion, may require an amended Scope of Services and will require additional compensation to Consultant.
3. **Payment.** Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1 ½% per month from the date of invoice. In the event Client's invoice remains unpaid for thirty (30) days from the date of invoice, Consultant may suspend all Services until paid in full and, in addition, may terminate the Agreement.
4. **Work Product.** Services provided under this Agreement, including, but not limited to, all drawings, reports, information, recommendations, opinions or other work product prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with this Project, and are not intended to inform, guide, or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey or disclose such Services to any other persons or entities without Consultant's prior written consent, which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Services are part of Consultant's professional services, do not constitute goods or products, and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.
5. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the Services are performed. This Agreement creates no other representation, warranty, or guarantee, express or implied. **CONSULTANT HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY.**
6. **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Consultant for any damages, costs, fees, or other losses, for any claim or cause of action related in any way to the Project or Services, shall be limited to the greater of compensation actually paid to Consultant for the Services under the Project or \$25,000.00. Client hereby releases Consultant from any and all liability above such amount. This Limitation of Liability shall include any losses payable to Client. This Limitation of Liability applies to any and all claims, no matter how pleaded, including but not limited to, claims for errors and omissions, breach of contract, tort/negligence, quantum meruit/unjust enrichment, or breach of fiduciary duty, and applies to all phases of Services performed under this Agreement. Client agrees Consultant's Services will not involve the design of any equipment or the implementation of equipment in any use. Client agrees Consultant will not be liable for any claims, damages, costs, or expenses for personal injury brought by Client or any third party relating to design or implementation. Client agrees to defend, indemnify, and hold harmless Consultant from any liability for such claim.
7. **Client Responsibilities.** Client shall bear sole responsibility for (a) jobsite safety; (b) notifying third-parties, including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) cooperation with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment, or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the Project site, Consultant shall immediately stop work in the affected area and report the condition to Client.
8. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media.
9. **Dispute Resolution.** The parties shall attempt resolution of any dispute arising under or related to this Agreement by mediation. Notwithstanding the foregoing, in the event of Client non-payment, Consultant may, at its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted in accordance with the AAA Construction Industry Mediation Procedures then in effect within forty-five (45) days from the service of notice. The parties shall share the fees equally. If mediation fails, either party may institute litigation, if at all, in the 18th Judicial District, Sedgwick County, KS or the United States Federal District of Kansas. The prevailing party shall be entitled to attorneys' fees, cost, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant's final invoice; however, this limitation on the statute of limitations shall not apply in the event of Client non-payment. In the event of Client non-payment, the standard Kansas statute of limitations applicable to actions related to written contracts shall apply. The parties expressly waive any and all rights to a trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of, or in any way connected with this Agreement.
10. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered that were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after the notice, Consultant may terminate this Agreement, and Consultant shall be paid for its services through the date of termination.
11. **Construction Observation.** If included in the Services, Consultant's construction observation service shall be limited to general observation of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction, or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify Consultant at least twenty-four (24) hours in advance of any observations required by the construction documents.
12. **Governing Law /Severability.** The laws of the State of Kansas shall govern interpretation of this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.
13. **Supplemental Conditions.** If any of the following conditions occur during the course of design or construction of the Project, this Agreement is terminated, billing of engineering Services completed to date will be provided, and a new engineering services contract will be negotiated to accommodate the new scope:
 - a. Redesign or analysis of alternatives after Design Development is accepted to accommodate value engineering items due to lack of funding or contractor requests that requires a re-negotiated engineering services contract. Consultant assumes project team leaders directly contracted to the client have budgeted and revealed all costs with Client and has accepted the values given. Consultant assumes no responsibility as to final contractor bidding that might deviate from the proposed budget. If rough budget values are required by any engineering discipline, it will be the responsibility of Client to request these values unless the original project's scope included engineering cost estimates provisions.
 - b. If the project is put on hold or temporarily terminated for more than 15 calendar days, the Agreement will have to be re-negotiated prior to restart of the Project to re-establish a new schedule into Consultant's current work load.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, June 16, 2014**

AGENDA ITEM # 8D

ITEM: **Eagles Nest Phase 2A Engineering Contract**

BACKGROUND:

The developer for the Eagles Nest Phase 2A Addition is ready to start improvements. A contract from Baughman Company for engineering services is presented to Council for approval.

Petitions and resolutions for this addition were approved at the April 21, 2014 Council meeting.

FINANCIAL CONSIDERATIONS:

Cost is \$52,300 for design services and \$40,800 for construction administration. This project is included in the 2014 Project Funding that was approved at the April 21, 2014 meeting.

LEGAL CONSIDERATIONS:

City Attorney has reviewed and approved the contract as to form.

RECOMMENDATION/ACTION:

Approve the Baughman Company contract in amounts not to exceed \$52,300 for design and \$40,800 for construction administration and authorize the Mayor to sign.

CONTRACT FOR ENGINEERING SERVICES

BETWEEN

**THE CITY OF MAIZE, KANSAS
AND BAUGHMAN COMPANY, P.A**

EAGLES NEST ADDITION

This Contract, made this _____, by and between THE CITY OF MAIZE, KANSAS, party of the first part, hereinafter called the "CITY," and BAUGHMAN COMPANY, P.A., Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT."

WITNESSETH:

WHEREAS, the CITY intends to construct:

The Sanitary Sewer Improvements to serve Lots 15 through 20, Block B; Lots 23 through 33, Block B; Lots 1 through 24 Block C; Lots 24 through 40, Block D; Eagles Nest Addition, and for the Water, Street Improvements with incidental Storm Water Sewer to serve Lots 10 through 17, Block B; Lots 1 through 5, Block C; Lots 16 through 24, Block C; Lots 24 through 32, Block D; Eagles Nest Addition, Maize, Kansas.

All of the aforesaid being located within the corporate limits of the CITY, and hereinafter called the "PROJECT;" and,

WHEREAS, the CITY is authorized by law to employ Consulting Engineers to assist in the plans, supplemental specifications, estimates of quantities of work and construction phase work for the PROJECT.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall furnish technical and professional services as required for designing Eagles Nest Addition, Maize, Kansas, and to perform the PROJECT as outlined in the Scope of Services set forth in Attachment "A" hereto and incorporated by reference herein as though fully set forth herein. The City's Standard Specification on file with the City Clerk shall be used in preparing the specifications for the PROJECT.

II. IN ADDITION, THE CONSULTANT AGREES:

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in SCOPE OF SERVICES (Attachment "A").

B. To attend meetings with the CITY and other local, state and federal agencies as necessitated by the PROJECT.

C. To make available during regular office hours at its Wichita office, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this Contract.

D. To comply with all federal, state and local laws, ordinances and regulations applicable to the work.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by CONSULTANT and, where relevant to method of payment, to make such material available to the CITY.

F. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

G. To submit a single and final billing to the CITY for the engineering design services upon completion of design work and monthly progress billings for construction phase services.

H. To complete the services to be performed by CONSULTANT within the time allotted for the PROJECT in accordance with Attachment A; EXCEPT that the CONSULTANT shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the CONSULTANT.

I. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONSULTANT, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

J. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the CONSULTANT under this Contract. CONSULTANT further agrees, covenants and represents that all designs, drawings, specifications, plans and other work or material furnished by CONSULTANT, its agents, employees and subcontractors under this Contract, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

K. To procure and maintain such insurance as will protect CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Contract and for which CONSULTANT is legally liable. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of not less than

\$10,000.00. In addition, a workers' compensation and employer's liability policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the workers' compensation law. The liability limit shall be not less than the statutory amount for workers' compensation and not less than \$500,000.00 for each occurrence for the employer's liability coverage. Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT's employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Contract. The CITY shall be listed as an additional insured. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory certificates of insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this Contract. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

L. (1) 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; (2) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (3) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (4) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (5) that a failure to comply with the reporting requirements of (3) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the CITY; (6) if it is determined that the CONSULTANT has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the CITY. Parties to this Contract understand that the provisions of this paragraph (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such Contract or whose contracts with the CITY cumulatively total \$5,000.00 or less during the fiscal year.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the City's Office at no cost to the CONSULTANT.

B. To procure all permanent and construction easements, if any, required to complete the PROJECT.

C. To pay the CONSULTANT for its services in accordance with the requirements of this Contract.

D. To provide the right of entry for CONSULTANT's personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this Contract requires to be performed. The CITY agrees to provide the CONSULTANT the name of the person designated as Project Manager concurrent with notice to proceed.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT. The CITY does not become liable or obligated in any way by such examination.

IV. PAYMENT PROVISIONS

A. Payment to the CONSULTANT for the design phase engineering services required by this Contract shall be made on a lump sum fee amount as specified below:

<u>Sanitary Sewer System Improvements</u>	<u>Fee</u>
1. Engineering Design Phase	\$ 17,500
2. Contractor Solicitation Phase	500
3. Construction Engineering	<u>14,600</u>
Total =	\$ 32,600

<u>Water Distribution System Improvements</u>	<u>Fee</u>
1. Engineering Design Phase	\$ 8,600
2. Contractor Solicitation Phase	500
3. Construction Engineering	<u>7,000</u>
Total =	\$ 16,100

<u>Street Improvements</u>	<u>Fee</u>
1. Engineering Design Phase	\$ 24,600
2. Contractor Solicitation Phase	600
3. Construction Engineering	<u>19,200</u>
Total =	\$ 44,400

TOTAL = \$ 93,100

B. If additional work should be necessary by virtue of a major change in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. The right is reserved to the CITY to terminate this Contract at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT's inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Contract, but in no case shall payment be more than the CONSULTANT's actual costs including overhead, plus 10% profit.

B. The original tracings for the final Engineering Plans and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT's services in accordance with this Contract, and there shall be no restriction or limitation on their further use by the CITY.

C. The services to be performed by the CONSULTANT under the terms of this Contract are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this Contract, reasonable extensions in the time allotted for the work will be granted by the CITY; PROVIDED, however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefore.

E. Neither the CITY's review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Contract shall be construed to operate as a waiver of any right under this Contract or any cause of action arising out of the performance of this Contract.

F. The rights and remedies provided for under this Contract are in addition to any other rights and remedies provided by law.

G. It is specifically agreed between the parties executing this Contract, that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

H. It is further agreed that this Contract and all contracts entered into under the provisions of this Contract shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Contract as of the date first written above.

THE CITY OF MAIZE, KANSAS

BAUGHMAN COMPANY P.A.

Clair Donnelly, Mayor

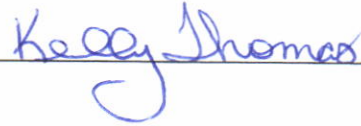


N. Brent Wooten, President

ATTEST:

ATTEST:

City Clerk



Attachment "A"

SCOPE OF SERVICES

1. CONSULTANT shall provide for CITY professional engineering services in all phases of the PROJECT to which this agreement applies as hereinafter provided. These services will include serving as CITY's professional engineering representative for the PROJECT, including providing professional engineering construction documents, specifications, bid documents and solicitation, construction staking, construction administration, consultation and advice, and furnishing customary civil engineering services in assistance with the City of Maize.
2. After written authorization to proceed, the CONSULTANT shall:
3. Consult with CITY to clarify and define CITY's requirements for the PROJECT and review available data.
4. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the PROJECT and participate in consultations with such authorities.
5. Prepare schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to CITY.
6. After written authorization to proceed with the Preliminary Design Phase, CONSULTANT shall:
7. Prepare Preliminary Design documents prepared on standard 22" x 36" paper or vellum consisting of design criteria, preliminary drawings, and written descriptions of the PROJECT in accordance with city specifications.
8. Furnish copies of the Preliminary Design documents and present and review them with CITY within 60 days after the notice to proceed is received by the CONSULTANT.
9. After written authorization to proceed with the Final Design Phase, CONSULTANT shall:
10. On the basis of the accepted Preliminary Design documents and revised opinion of probable Total PROJECT Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by the contractor(s) (hereinafter called "Drawings") furnish the above documents of the Final Design on 22" x 36" mylar or vellum and present and review them in person with CITY within 30 days after the written authorization to proceed with final plans is received.
11. Provide any type of field surveys for design purposes as necessary for the PROJECT.
12. Prepare to serve as a consultant or witness for CITY in any litigation, arbitration or other legal or administrative proceeding involving the PROJECT.

Monthly Council Report

June 2014



Department Highlights

- All departmental operations are functioning as they should.
- The department had made a conditional employment offer to a certified candidate for the full-time officer opening.
- Sergeant Herr was accepted to the Kansas Police Administrators seminar held annually at the state training center. She will attend the week long practical seminar in August.

Patrol Mileage:

607- 102,600

309- 84,891

709- 84,500

214- 3,516

410- 130,192

111- 34,118

512- 41,943

812- 31,803

Monthly repairs:

None

Budget status: 36.5 / 100%

Major purchases: No major purchases

Current Staff Levels.

6 Full-time | Full-time vacancy

4 Part-time

3 Reserve

2 Reserve -Vacant

1 Part-time - Vacant

Monthly Activities

June Police Reports - 349

June calls for service - 274

Community Policing:

All the summer 911 camps are in full swing. Officer Rhodes is coordinating

PUBLIC WORKS REPORT 6-6-2014

Regular Maintenance

- Graded all streets several times this past month. Have had quite a lot of rain recently which is great. We just have to grade the gravel streets more often. Mowed a great deal this past week. Trying to keep up with everything.
- Continue to check the water quality and lift stations daily. Read water meters every month. It will be great to be able to have most all of the water meters read electronically hopefully by cold weather. It should cut down on time a lot and when it is extremely cold we won't have to open the lids.
- Crack-sealing more streets to finish up before the slurry-seal company gets here. Hope to have them done in the next couple of weeks.

Special Projects

- We will be preparing the plan for the WWTP upgrades as soon as we get the information from MKEC. Don't know how long it will take them to get their study together but we need to get moving on this.
- Finished installing the flag bases for the flags along Maize Road. A lot of positive comments about how good they look. We will put them up again 6-12-2014 for Flag Day 6-14-2014. Then again before the Fourth of July.
- We have cleaned up the corner of Khedive and Central. Have also installed new RR ties along part of the hill and will install steps and more ties just north of the playground as time permits. All of the poles around the baseball field and skatepark are being removed at this time. We borrowed the schools lift and trimmed trees throughout the park. Have talked to several contractors about the skate park building. Should have something to tell you about on that soon.
- I am working on getting prices for the repairs on 45th from Maize Road to Tyler Road. I will probably have to get the worst done this year and complete it next year. We will see how the prices come in.
- I am also trying to get some prices for the new maintenance Shop Building even though we are not exactly sure when we will be able to build it. At least you will know what we are looking at for costs.

Ron Smothers
Public Works Director

City Engineer's Report
06/16/14

New Home Permits

Forty-four (44) new single-family and two (2) triplex permits have been issued in 2014; six (6) in The Woods at Watercress, three (3) in Watercress II, four (4) in Fiddler's Cove, eleven (11) in Watercress Village, four (4) in Emerald Springs, seven (7) in Eagles Nest and ten (10) in Hampton Lakes.

Skate Park Design

Design is in progress. American Ramp is making some design changes we requested. When final plans have been submitted, staff will seek bids from paving contractors for flatwork and sidewalks. Six foot (6') sidewalk access from the north sidewalk along Central Street and the parking lot south of the baseball diamond.

Moxi Junction Coffee House

Nearing completion; waiting on kitchen appliances. Expected opening in early July.

PLANNING ADMINISTRATOR'S REPORT

DATE: June 16, 2014
TO: Maize City Council
FROM: Kim Edgington, Planning Administrator
RE: Regular June 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 decided to withdraw his request to build an 8-foot concrete wall along the south property line of Watercress Village. However, the developer did request that the Planning Commission approve a revised design for the wall along the west property line of Watercress Village. This revised design for an 8 foot decorative concrete wall was approved by the Planning Commission at their June 5th meeting.
2. Stover's Restoration zone change – Stover's has purchased the three lots directly south of the post office to use for overflow parking. The property is currently zoned Single Family residential, therefore a zone change will be required for this use. The Planning Commission recommended approval of this request at their June 5, 2014 meeting. The Council will review the request at their July 21st meeting. There are several conditions recommended by the Planning Commission, including: limiting uses to only Commercial Parking, restricting the parking to passenger vehicles only, requiring screening, landscaping and lighting with the design to be approved by the Planning Commission.
3. 45th & Maize zone change – the property owner of the 3 acres at the southwest corner of 45th & Maize is requesting a zone change from Single Family SF-5 to Limited Commercial LC. The Planning Commission recommended approval of this request at their June 5, 2014 meeting. The Council will review the request at their July 21st meeting.
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
June 16, 2014**

Year to date status (Through 05/31/14):

General Fund –			
	Budget	YTD	
Rev.	\$2,577,446	\$ 1,298,032	50.36%
Exp.	\$3,030,450	\$ 1,082,861	35.73%
Streets –			
Rev.	\$280,040	\$ 119,928	42.83%
Exp.	\$268,000	\$ 124,110	46.31%
Wastewater Fund-			
Rev.	\$681,000	\$ 358,137	52.59%
Exp.	\$681,000	\$ 281,078	41.27%
Water Fund-			
Rev.	\$749,600	\$ 356,339	47.54%
Exp.	\$749,600	\$ 303,505	40.49%

Health & Dental Benefits

Per Council's request, here are the 2014 numbers (through 05/31/2014) for employee health, dental, and life (including accidental death and short-term disability).

	<u>City Portion</u>	<u>Employee Portion</u>	<u>Total Paid</u>
Health:	\$ 68,120.32	\$ 17,281.80	\$ 85,402.12
Dental:	6,531.30	1,632.96	8,164.26
Life:	<u>2,668.81</u>	<u>0</u>	<u>2,668.81</u>
	\$ 77,320.43	\$ 18,914.76	\$ 96,235.19

Administrative Employees:

As of 05/31/2014, we had the following number of administrative employees:

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

Dugan Park Funds

Per Council's request, the following is a breakdown of the Dugan Park funds (as of 05/31/2014)

Starting Balance:	\$304,736.57
Phase II Playground Equipment:	- 18,563.00
Master Park Plan:	- 10,000.00
Park Equipment:	- 8,000.00
Community Building Remodel:	- 36,580.00
Emergency Lighting Upgrade	- 1,057.47
Playground Signs (5-12 year old):	- 120.00
Volunteer Supplies:	- 19.12
Soap/Towel Dispensers:	- 454.56
Epoxy for Picnic Tables:	- 71.33
New Ceiling Registers:	- 123.33
Parts to Install Picnic Tables:	- 44.33
Concrete to Install Benches:	- 13.16
Ceiling Fans, Wall Plates:	- 171.44
Guttering for Comm. Building	- 955.50
New Chairs for Comm. Building	- 558.82
Appliances for Comm. Building	- 1,313.94
Electrical Receptacles at Park	- 1,679.21
Skate Park Equipment	- 7,214.04
Supplies to Install Equipment	- 871.80
Signs for Skate Park	- 340.00
Clean Up/Repair Bathrooms	- 127.49
Park Shelters	- 52,443.10
Remaining Balance:	\$164,014.93

CIP 2014 (As of 05/31/2014)

<u>Detail</u>	<u>Reason</u>	<u>May Revenue</u>	<u>May 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	231.73		500.00	354.75
Transfers	From General Fund	14,583.33		175,000.00	72,916.65
Total Revenues		<u>14,815.06</u>		<u>175,750.00</u>	<u>73,316.96</u>
Total Resources					<u><u>492,034.70</u></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				<u>-</u>	<u>-</u>
Cash Balance - 05/31/14					<u><u>\$ 492,034.70</u></u>

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 05/31/2014

	MONTHLY BILL	CITY PORTION	REC PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	REC PORTION YEAR TO DATE	PERCENT OR FLAT RATE
Phone	\$744.14	\$608.07	\$135.97	\$3,755.81	\$3,075.86	\$679.85	Flat - based on number of lines
Internet	495.00	445.50	49.50	\$2,425.50	2,227.50	247.50	Flat - \$49.50/month
Gas	87.95	48.46	39.49	\$4,706.72	2,593.40	2,113.32	44.90%
Electric	1,623.54	894.57	728.97	\$8,975.51	4,945.51	4,030.00	44.90%
Janitor	1,736.78	956.97	779.81	\$9,625.64	5,303.73	4,321.91	44.90%
Water/Sewer	0.00	0.00	0.00	\$0.00	0.00	0.00	
Trash	51.75	28.51	23.24	\$258.75	142.57	116.18	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	\$1,375.00	1,275.00	100.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$5,014.16	\$3,237.08	\$1,776.98	\$31,122.93	\$19,563.57	\$11,608.76	

Equipment Reserve 2014 (As of 05/31/2014)

<u>Detail</u>	<u>Reason</u>	<u>May Revenue</u>	<u>May Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/14					\$ 96,949.54
Interest	From Bank Accounts	20.23		100.00	30.99
Transfers	From General Fund	12,500.00		150,000.00	62,500.00
Total Revenues		\$ 12,520.23		\$ 150,100.00	\$ 62,530.99
Total Resources					\$ 159,480.53
Trucks/Heavy Equipment			\$ -	\$ 75,000.00	\$ 28,000.99
Computers			-	45,000.00	7,662.58
Police Department Expenses			-	75,000.00	11,447.45
Total Expenditures			\$ -	\$ 195,000.00	\$ 47,111.02
Cash Balance - 05/31/2014					\$ 112,369.51

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 05/31/14	Total Expenditures	Resolution Authorization Less Expenditures
Hampton Lakes Commercial Park Storm Water	73	470-09	\$ 117,000.00	\$ 66,990.79	\$ -	\$ 66,990.79	\$ 50,009.21
Hampton Lakes Commercial Park Sanitary Sewer	73	471-09	\$ 64,000.00	\$ 61,791.69	\$ -	\$ 61,791.69	\$ 2,208.31
Hampton Lakes Commercial Park Drainage Pond	73	472-09	\$ 328,000.00	\$ 291,241.61	\$ -	\$ 291,241.61	\$ 36,758.39
Hampton Lakes 2nd Addition Phase 1 Storm Water	74	481-10	\$ 226,000.00	\$ 143,453.22	\$ -	\$ 143,453.22	\$ 82,546.78
Hampton Lakes 2nd Addition Phase 1 Sanitary Sewer	74	482-10	\$ 92,000.00	\$ 71,906.30	\$ -	\$ 71,906.30	\$ 20,093.70
Hampton Lakes 2nd Addition Phase 1 Water	74	483-10	\$ 56,000.00	\$ 54,761.95	\$ -	\$ 54,761.95	\$ 1,238.05
Hampton Lakes 2nd Addition Phase 1 Paving	74	484-10	\$ 168,000.00	\$ 148,043.38	\$ 39.78	\$ 148,083.16	\$ 19,916.84
Maize Road Improvements	47	Temp Note Resolution #494-11	\$ 1,001,240.00	\$ 1,001,240.00	\$ -	\$ 1,001,240.00	\$ -
Carriage Crossing 6 - High Plains Paving	61	480-10	\$ 212,000.00	\$ 8,331.76	\$ 39.78	\$ 8,371.54	\$ 203,628.46
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	\$ 140,397.42	\$ 355,063.74	\$ 88,936.26
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	\$ 161,602.79	\$ 3,692,561.00	\$ 756,679.00

Temporary Note Resolution Series B 2011

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 05/31/14	Total Expenditures	Resolution Authorization Less Expenditures
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Watercress Village 2nd Addition Storm Water	70	495-11	\$ 138,000.00	\$ 131,750.00		\$ 131,750.00	\$ 6,250.00	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Water	70	496-11	\$ 111,000.00	\$ 86,050.52		\$ 86,050.52	\$ 24,949.48	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Paving	70	497-11	\$ 272,000.00	\$ 246,497.53		\$ 246,497.53	\$ 25,502.47	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Sanitary Sewer	70	500-11	\$ 69,000.00	\$ 62,750.00		\$ 62,750.00	\$ 6,250.00	Included in 2013 Series A GO Bonds
Maize Road Improvements	47	Temp Note Res #502-11	\$ 800,000.00	\$ 800,000.00		\$ 800,000.00	\$ -	
Maize Road Improvements	47	Temp Note Res #466-09	\$ 600,000.00	\$600,000.00	\$0.00	\$600,000.00	\$0.00	
Totals for Series B 2011 Notes			\$ 1,990,000.00	\$ 1,927,048.05	\$ -	\$ 1,927,048.05	\$ 62,951.95	

Temporary Note Resolution Series A 2012

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 05/31/14	Total Expenditures	Expenditures Reimbursed by County	Resolution Authorization Less Expenditures
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Maize Road Improvements	47	Temp Note Res #506-12	\$ 1,658,413.00	\$1,888,458.29	\$26,934.00	\$1,915,392.29	\$315,439.50	\$58,460.21
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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 05/31/14	Total Expenditures	Resolution Authorization Less Expenditures
Watercress Village 3rd Water	05	532-13	\$ 98,000.00	\$ 69,275.18	\$ 684.55	\$ 69,959.73	\$ 28,040.27
Watercress Village 3rd Paving	05	546-13	\$ 339,000.00	\$ 121,863.17	\$ 195,616.27	\$ 317,479.44	\$ 21,520.56
Watercress Village 3rd Sewer	05	534-13	\$ 129,000.00	\$ 78,304.28	\$ 684.56	\$ 78,988.84	\$ 50,011.16
Hampton Lakes 2nd Phase 2 Water	05	543-13	\$ 40,000.00	\$ 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			\$ 1,175,000.00	\$ 839,310.31	\$ 203,049.04	\$ 1,042,359.35	\$ 132,640.65

**Projects w/o
Temp Notes**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 05/31/14	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2A Water	05	545-14	\$ 89,000.00	\$ -	\$ 171.45	\$ 171.45	\$ 88,828.55
Eagles Nest Phase 2A Paving	05	546-14	\$ 388,000.00	\$ -	\$ 171.45	\$ 171.45	\$ 387,828.55
Eagles Nest Phase 2 Sanitary Sewer	05	547-14	\$ 240,000.00	\$ -	\$ 171.46	\$ 171.46	\$ 239,828.54
Totals			\$ 717,000.00	\$ -	\$ 514.36	\$ 514.36	\$ 716,485.64

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

\$8,185,774.86 \$392,100.19 \$8,577,360.69 \$1,267,711.10 \$58,460.21

CAPITAL EXPENDITURES 2011-2013

CIP 2011

Description	Amount
Belle Park Paving Improvements	\$239,594
City Hall Electrical Repair	12,873
Total CIP 2011	239,594

Equipment Reserve 2011

City Hall Floor Scrubber	\$5,872
2004 Peterbilt Dump Truck	43,572
Pump/Sludge Truck	14,916
Maps/Drawings Flat File	3,310
John Deere Mower	3,400
Road Grader Repair	21,839
Salt/Sand Spreader	15,974
Snow Plow Assembly	13,590
Computer Hardware Upgrades	14,390
Software Upgrades	14,106
E-mail Server Upgrade	11,645
Virtual Network Setup	3,025
Server Upgrade	19,245
Chief's Truck	31,722
Pistol Range Set Up	5,549
Cell Phone Repeater for Command Center	2,000
Engine Repair Car #709	5,413
Total Equipment Reserve 2011	\$229,568

Total 2011 Capital Expenditures \$469,162

CIP 2012

North Maize Road Improvements/Central St. Engineering	\$12,416
New Financial Software	128,845
City Hall Security Upgrades	13,350
Total CIP 2012	\$154,611

Equipment Reserve 2012

Forklift	\$5,000
1997 Tandem Dump Truck	14,700
Hustler Mower	4,000
Bush Hog Mower	2,810
Trailer for Public Works Equipment	4,230
2013 Ram Truck	25,610
Council Room Laptop/I-Pad/Wireless Upgrades	3,185
New Software Support	2,830
Computer Upgrades	4,152

Folder/Stuffer	5,027
New Patrol Car & Truck	58,984
Computer Upgrades in Patrol Cars	3,057
Cabinet for City Hall Security Equipment	2,267
Total Equipment Reserve 2012	\$135,852
Total 2012 Capital Expenditures	\$290,463
CIP 2013	
City Hall Parking Lot Improvements	4,815
Total CIP 2013	\$4,815
Equipment Reserve 2013	
Light Bar for 2013 Dodge Truck	\$1,300
Zipper Mower	5,040
Replacement Mower	5,030
Snow Plow for 2003 Dodge	4,853
Desktop Computer Replacements	23,009
Replacement Projector for Council Room	2,128
I-Pads and Accessories	9,420
2014 Dodge Charger	28,108
Total Equipment Reserve 2013	\$78,888
Total 2013 Capital Expenditures	\$83,703
Total 2011-2013 Capital Expenditures	\$843,328



CITY OPERATIONS REPORT

DATE: June 9, 2014

TO: Maize City Council

FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Laura Rainwater

RE: June Report

1) Manufactured/Mobile Home Policy

The Manufactured/Mobile Home policy is on the agenda this month. Both owners of the current parks have been emailed copies of the proposed policy. Neither were pleased with the policy. Staff anticipates discussion from them at Monday's Meeting.

2) Budget Update

Staff continues to develop the 2015 budget. After discussion with the Council on June 2nd some adjustments were made. Overall the planning budget is as outlined below:

a. No increase in Mill Levy

b. Maize Road Financing - Option 2b (*4 mills @ 5%*)

1. Maintain cash amount of \$317,000 for:

- \$75,000 to Central Street pay-off
- \$242,000 to Public Works Building*
- *This money can be applied to other areas of the 2015 budget if decided.(Steets,Equipment)

c. Utilities

- Water - \$.25 rate increase for base & \$.25 increase each tier for 5 years.
- Sewer - \$.25 increase to sewer rate each year for 5 years
- Salary Plan Adjustment (10%)
- Cemetery - Increase lot fees \$800 for in-district - \$1,000 out-of-district
- Departmental Budget Requests -
 1. One additional full-time Police Officer
 2. One additional full-time Public Works employee
 3. Reviewing additional equipment & street funding requests

d. All operational levels are maintained

e. Draft budget supports all of the above

3) Technology Update

AT&T, TK Fast (our technology company), Great Plains (our phone system vendor) will all be on hand this Wednesday at 10:00 am when they propose to switch over service from Cox to AT&T. There will be a short period of time when service is unavailable.

4) City Park Update

- Old utility poles have been removed by Kilian Electrical Service
- Retaining wall north of Community Building has been rebuilt
- Trees have been trimmed
- Old Skate Park equipment is listed on PurpleWave

5) Other

- Articles and/or ideas for the Maize Highlight articles are due by Friday, June 13, 2014
- 44 new single family home permits and 2 triplex permits issued in 2014
- A Wastewater Plant extension plan design contract is scheduled for Council consideration on June 16th.
- Optometrics Billing Solutions successfully closed on the SecureNet Building on Friday, June 6th. Farha Construction to begin remodel soon.
- Planning Commission Draft Minutes from the June meeting are attached to the Ops Report.

6) City Meetings

- July 8th - Park and Tree Board
- July 14th - Budget Workshop
- July 17th - Planning Commission
- July 21st - Council Meeting
- August 4th - Special Meeting
- August 18th - Regular Meeting

DRAFT

**MINUTES-REGULAR MEETING
MAIZE CITY PLANNING COMMISSION AND
BOARD OF ZONING APPEALS
THURSDAY, JUNE 5, 2014**

The Maize City Planning Commission was called to order at 7:22 p.m., on Thursday, June 5, 2014, for a Regular Meeting with **Gerald Woodard** presiding. The following Planning Commission members were present: **Mike Burks, Andy Sciolaro, Bryant Wilks, Gerald Woodard** and **Jennifer Herrington**. The following Planning Commissioners were not present: **Gary Kirk** and **Bryan Aubuchon**.

Also present were **Sue Villarreal**, Recording Secretary; **Kim Edgington**, Planning Administrator; **Richard LaMunyon**, City Administrator; **Bill McKinley**, City Engineer, **Jason Gish**, MKEC; **Janet** and **Terry Moon**, Applicant; **Willis** and **Joyce Kreutziger**, Applicant; **Paul** and **Judy Allen**, Applicant; **Greg Dotson**, Citizen; **Marion** and **Jackie Storrer**, Citizens; **Ed** and **Dian Routh**, Citizens; **Brian Sears**, Citizen; **Jeff Greep**, Citizen; **Marc Monasmith**, Citizen.

APPROVAL OF AGENDA

MOTION: **Wilks** moved to approve the agenda with the addition of 7a, Watercress Village Wall Review.
Burks seconded the motion.
Motion carried unanimously.

APPROVAL OF MINUTES

MOTION: **Burks** moved to approve the April 3, 2014 minutes as presented:
Wilks seconded the motion.
Motion carried unanimously.

NEW BUSINESS – PLANNING COMMISSION

Z-01-014 – Zone change request for 3.09 acres at the southwest corner of 45th Street North and Maize Road from SF-5 Single-Family Residential to LC Limited Commercial.

Terry Moon asked the commission to consider the zone change from Single-Family Residential to Limited Commercial which would allow their property to be marketed for commercial development.

Dotson, who lives south of the property, expressed his concerns for screening and would like to keep his tree line along the south border of the property.

Jackie Storrer, who lives west of the property, expressed her concerns for screening.

(7:30 p.m. **Woodard** enters meeting)

MOTION: *Sciolaro* moved to approve Z-01-014 zone change request for 3.09 acres at the southwest corner of 45th Street North and Maize Road from SF-5 Single Family Residential to LC Limited Commercial subject to the following conditions:

- 1) Existing tree line and fence must remain on the south border of the property.
- 2) Screening must be provided along the west border of the property.
- 3) Property must be platted within 2 years.

Wilks seconded the motion.
Motion carried unanimously.

Z-02-014 Zone change request for .25 acres at 107 S King (West side of King approximately 150 feet south of Albert) from SF-5 Single Family Residential to GO General Commercial

Stover's Restoration has purchased this property for additional parking. They are requesting a zone change to General Commercial which allows the use of commercial parking.

Ed Routh expressed concerns on drainage of the property.

Brian Sears was concerned with who would pay for drainage upgrades. He would like the entrance to line up with his driveway and would like to see screening maximized.

Marc Monasmith does not want to see commercial development on the property.

MOTION: *Sciolaro* moved to approve Z-02-014 zone change request for .25 acres at 107 S King (West side of King approximately 150 feet south of Albert) from SF-5 Single Family Residential to GO General Commercial for the use of commercial parking subject to the conditions and modifications as set forth in the staff report and subject to a Protective Overlay with the following conditions:

- 1) Screening and landscaping plan along with lighting must be approved by the commission, taking into consideration the input of adjacent property owners.
- 2) Drainage Plan must be approved by City Engineer.
- 3) Type of vehicles in parking lot must be limited to passenger vehicles.
- 4) Pavement must be asphalt or concrete.
- 5) *Burks* seconded the motion.
- 6) Motion carried unanimously.

OLD BUSINESS – PLANNING COMMISSION

Watercress Village Wall Design Review

The developer for Watercress Village is resubmitting the design of an 8 foot concrete wall for screening along the west boundary of the property.

Gish explained to commissioners that they did not have the proper forms to pour the 8 foot wall as originally planned. The new design will require 2 pours. The first pour will be a 2 foot base and the second pour will be a 6 foot wall on top of the base.

MOTION: **Sciolaro** moved to approve the construction of an 8 ft formed concrete wall along the west boundary of the Watercress Village property, subject to the conditions previously agreed upon and subject to the following conditions:

- 1) There will be a rusticated horizontal 4” band along the top of the lower base tier and a vertical rustication line 4 feet +/- on center as indicated in picture.
- 2) The ditch should be re-established to its original grade.
- 3) The ditch should be seeded (waterway seed blend), mulched and fertilized.
- 4) Guarantee an established stand of turf and weed control for one year.
- 5) Erosion is occurring along the banks and erosion control mats should be installed.
- 6) Structural Engineer must approve proper design for 2 pours.

Burks seconded the motion.
Motion carried unanimously.

RESCHEDULE JULY MEETING DATE

MOTION: **Wilks** moved to change the July meeting date to July 17, 2014.
Herington seconded the motion.
Motion carried unanimously.

ELECTION OF OFFICERS

MOTION: **Wilks** moved to nominate the following officers to their current positions as follows:
Chair – **Gary Kirk**
Vice-chair - **Gerald Woodard**
Secretary – **Bryan Aubuchon**

Burks seconded the motion.
Motion carried unanimously.

ADJOURNMENT:

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

Motion carried unanimously.

Meeting adjourned at 8:46 PM.

Sue Villarreal
Recording Secretary

Gerald Woodard
Vice - Chair

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0028		AMERICAN WATER WORKS ASSOCIATI				
I-201405081782	5 01/2014 AP	MEMBERSHIP DUES-WEEKS DUE: 5 01/2014 DISC: 5 01/2014 MEMBERSHIP DUES-WEEKS MEMBERSHIP DUES-WEEKS	72.00	1099: N 25 5-00-6301 21 5-00-6301	ORGANIZATION ME ORGANIZATION ME	36.00 36.00
		--- VENDOR TOTALS ---	72.00			
01-0371		ANDREX J & DONNA L NILES				
I-201405081748	5 07/2014 AP	HOUSING GRANT-YEAR 2 DUE: 5 07/2014 DISC: 5 07/2014 HOUSING GRANT-YEAR 2	1,290.07	1099: N 01 5-80-9015	HOUSING GRANT	1,290.07
		--- VENDOR TOTALS ---	1,290.07			
01-0038		AUSTIN DISTRIBUTING				
I-1454334	4 23/2014 AP	PARTS FOR 2006 BACKHOE DUE: 4 23/2014 DISC: 4 23/2014 PARTS FOR 2006 BACKHOE	26.85	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	26.85
		--- VENDOR TOTALS ---	26.85			
01-0050		BRANDEN STITT				
I-201405081755	4 24/2014 AP	TRAVEL EXPENSES-TRAINING DUE: 4 24/2014 DISC: 4 24/2014 TRAVEL EXPENSES-TRAINING	28.29	1099: N 01 5-20-6304	MEAL LODGING AL	28.29
		--- VENDOR TOTALS ---	28.29			
01-0448		BRENDA K GILLMORE				
I-201405081753	5 07/2014 AP	HOUSING GRANT-YEAR 1 DUE: 5 07/2014 DISC: 5 07/2014 HOUSING GRANT-YEAR 1	649.38	1099: N 01 5-80-9015	HOUSING GRANT	649.38
		--- VENDOR TOTALS ---	649.38			
01-0056		CASEY'S GENERAL STORES, INC.				
I-201405081746	4 30/2014 AP	UNLEADED FUEL DUE: 4 30/2014 DISC: 4 30/2014 UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL	2,627.86	1099: N 01 5-20-8306 02 5-00-8306 20 5-00-8306 21 5-00-8306 98 5-00-8306	UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL	1,154.06 468.68 468.68 468.68 67.76
		--- VENDOR TOTALS ---	2,627.86			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0057	CASH					
I-201405081760	4/25/2014 AP	PETTY CASH REIMBURSEMENT DUE: 4/25/2014 DISC: 4/25/2014 PETTY CASH REIMBURSEMENT PETTY CASH REIMBURSEMENT	144.49	1099: N 01 5-10-7203 21 5-00-7203	POSTAGE POSTAGE	0.91 143.58
=== VENDOR TOTALS ===			144.49			
01-0065	CHRISTOPHER FREUND					
I-201405081742	5/05/2014 AP	REIMBURSEMENT-AMMO PURCHASE DUE: 5/05/2014 DISC: 5/05/2014 REIMBURSEMENT-AMMO PURCHASE	75.83	1099: N 01 5-20-8311	FIREARMS/AMMUNI	75.83
=== VENDOR TOTALS ===			75.83			
01-0093	DIGITAL OFFICE SYSTEMS					
I-257229	4/28/2014 AP	COPIERS MAINTENANCE DUE: 4/28/2014 DISC: 4/28/2014 COPIERS MAINTENANCE	67.50	1099: N 01 5-10-7601	EQUIPMENT RENTAL	67.50
=== VENDOR TOTALS ===			67.50			
01-0094	DIGITAL-ALLY					
I-1065488	4/23/2014 AP	BATTERY FOR MIC PACK DUE: 4/23/2014 DISC: 4/23/2014 BATTERY FOR MIC PACK	40.00	1099: N 01 5-20-8302	BATTERIES (NON	40.00
=== VENDOR TOTALS ===			40.00			
01-0098	FAHNESTECOK HEATING & AIR					
I-1100259	4/30/2014 AP	AC PARTS-CITY HALL DUE: 4/30/2014 DISC: 4/30/2014 AC PARTS-CITY HALL	128.69	1099: N 01 5-40-7601	EQUIPMENT RENTA	128.69
=== VENDOR TOTALS ===			128.69			
01-0114	HAMPEL OIL DISTRIBUTORS, INC.					
I-90568531	4/25/2014 AP	DIESEL FUEL-PUBLIC WORKS DUE: 4/25/2014 DISC: 4/25/2014 DIESEL FUEL FOR PUBLIC WORKS DIESEL FUEL FOR PUBLIC WORKS DIESEL FUEL FOR PUBLIC WORKS	2,310.94	1099: N 02 5-00-8305 20 5-00-8305 21 5-00-8305	DIESEL FUEL DIESEL FUEL DIESEL FUEL	770.32 770.31 770.31
=== VENDOR TOTALS ===			2,310.94			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0120		ICE MASTERS				
I-4074557	4/25/2014 AP	ICE MACHINE RENTAL DUE: 4/25/2014 DISC: 4/25/2014 ICE MACHINE RENTAL	80.00	1099: N 01 5-40-8603	COMMODITIES	80.00
		=== VENDOR TOTALS ===	80.00			
01-0122		ICMA				
I-201405081752	5/07/2014 AP	MEMBERSHIP DUES-BOUSKA DUE: 5/07/2014 DISC: 5/07/2014 MEMBERSHIP DUES-BOUSKA	467.00	1099: N 01 5-10-6301	ORGANIZATION ME	467.00
		=== VENDOR TOTALS ===	467.00			
01-0123		IET				
I-8358	4/29/2014 AP	MAIN CONTROL PANEL-WWTP DUE: 4/29/2014 DISC: 4/29/2014 MAIN CONTROL PANEL-WWTP	232.00	1099: N 20 5-00-8109	ELECTRICAL EQUI	232.00
		=== VENDOR TOTALS ===	232.00			
01-0136		JOCELYN REID				
I-201405081741	5/07/2014 AP	CAFE PLAN REIMBURSEMENT DUE: 5/07/2014 DISC: 5/07/2014 CAFE PLAN REIMBURSEMENT	80.00	1099: N 38 5-00-9300	DEPENDENT CARE	80.00
		=== VENDOR TOTALS ===	80.00			
01-0141		KANSAS DEPT OF COMMERCE				
I-201405081739	5/08/2014 AP	CARLSON PRODUCTS 04-IN-R04 DUE: 5/08/2014 DISC: 5/08/2014 CARLSON PRODUCTS 04-IN-R04	20,255.00	1099: N 40 5-00-9003	BOND & INTEREST	20,255.00
		=== VENDOR TOTALS ===	20,255.00			
01-0151		KANSAS ONE-CALL SYSTEM, INC.				
I-4040358	4/30/2014 AP	APRIL LOCATES DUE: 4/30/2014 DISC: 4/30/2014 APRIL LOCATES APRIL LOCATES	279.60	1099: N 20 5-00-7502 21 5-00-7502	PROFESSIONAL SE PROFESSIONAL SE	139.80 139.80
		=== VENDOR TOTALS ===	279.60			

*2 more pymts 1 Dec 2014
1 June 2015*

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0423		KANSAS UNDERGROUND/TRAILER TOW				
I-45631	4/14/2014 AP	WATER LINE LOCATOR DUE: 4/14/2014 DISC: 4/14/2014 WATER LINE LOCATOR	2,795.00	1099: N 22 5-00-8402	EQUIPMENT	2,795.00
		=== VENDOR TOTALS ===	2,795.00			
01-0158		KANSASLAND TIRE				
I-077130	5/01/2014 AP	OIL CHANGE-CAR #309 DUE: 5/01/2014 DISC: 5/01/2014 OIL CHANGE-CAR #309	26.45	1099: N 01 5-20-8304	OIL CHANGES	26.45
I-077174	5/05/2014 AP	FLAT REPAIR-CAR #812 DUE: 5/05/2014 DISC: 5/05/2014 FLAT REPAIR-CAR #812	18.50	1099: N 01 5-20-8303	TIRES	18.50
		=== VENDOR TOTALS ===	44.95			
01-0175		LEE REED ENGRAVING, INC.				
I-128863	4/25/2014 AP	DESK NAME PLATE-PIPER DUE: 4/25/2014 DISC: 4/25/2014 DESK NAME PLATE-PIPER	36.75	1099: N 01 5-20-8603	COMMODITIES	36.75
		=== VENDOR TOTALS ===	36.75			
01-0178		LOWE'S				
I-201405081743	5/02/2014 AP	SUPPLIES DUE: 5/02/2014 DISC: 5/02/2014 SUPPLIES SUPPLIES SUPPLIES	126.09	1099: N 47 5-00-8603 02 5-00-8310 01 5-90-7982	COMMODITIES OTHER SUPPLIES TREE BOARD EXPE	5.64 24.26 96.19
		=== VENDOR TOTALS ===	126.09			
01-0180		MAIZE HOTEL, LLC				
I-201405081749	5/07/2014 AP	TRANSIENT GUEST TAX REBATE DUE: 5/07/2014 DISC: 5/07/2014 TRANSIENT GUEST TAX REBATE	6,547.79	1099: N 01 5-80-9020	TRANSIENT GUEST	6,547.79
		=== VENDOR TOTALS ===	6,547.79			

*LAST 2 Q Less 4th 2013
 Transient tax 1st 2014
 Ask J to question
 Beahy asked how occupancy figures
 last week*

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0183	MAUGHAN & MAUGHAN					
I-201405081738	5/01/2014 AP	CITY PROSECUTOR-APRIL 2014 DUE: 5/01/2014 DISC: 5/01/2014 CITY PROSECUTOR-APRIL 2014	1,200.00	1099: N 01 5-30-7502	PROFESSIONAL SE	1,200.00
		=== VENDOR TOTALS ===	1,200.00			
01-0184	MAXIMUM OUTDOOR EQUIPMENT					
I-85031	4/23/2014 AP	PARTS FOR CEMETERY MOWER DUE: 4/23/2014 DISC: 4/23/2014 PARTS FOR CEMETERY MOWER	11.25	1099: N 98 5-00-8106	LAWN CARE EQUIP	11.25
I-85166	4/24/2014 AP	MUFFLER-CEMETERY MOWER DUE: 4/24/2014 DISC: 4/24/2014 MUFFLER-CEMETERY MOWER	80.00	1099: N 98 5-00-8106	LAWN CARE EQUIP	80.00
		=== VENDOR TOTALS ===	91.25			
01-0185	MAYER SPECIALTY SERVICES					
I-2014175	4/23/2014 AP	EMERGENCY SERVICE DUE: 4/23/2014 DISC: 4/23/2014 EMERGENCY SERVICE	600.00	1099: N 20 5-00-7500	CONTRACTORS	600.00
		=== VENDOR TOTALS ===	600.00			
01-1	MISCELLANEOUS VENDOR					
I-201405081750	5/07/2014 AP	KAY SANDS:TREE PLANTING DUE: 5/07/2014 DISC: 5/07/2014 KAY SANDS:TREE PLANTING	100.00	1099: N 01 5-90-7982	TREE BOARD EXPE	100.00
I-201405081761	5/07/2014 AP	JUSTIN HESS:TREE PLANTING DUE: 5/07/2014 DISC: 5/07/2014 JUSTIN HESS:TREE PLANTING	76.18	1099: N 01 5-90-7982	TREE BOARD EXPE	76.18
I-231377	5/05/2014 AP	INTERSTATE WRECKER:TOWING DUE: 5/05/2014 DISC: 5/05/2014 INTERSTATE WRECKER:TOWING	145.00	1099: N 01 5-20-7502	PROFESSIONAL SE	145.00
		=== VENDOR TOTALS ===	321.18			

Backup Rags, etc
Impact Traction

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0191	MUNICIPAL SUPPLY, INC OF NEBRA					
I-0558867	4/30/2014	FIELDSTONE WATER METER	525.04			
	AP	DUE: 4/30/2014 DISC: 4/30/2014		1099: N		
		FIELDSTONE WATER METER		21 5-00-8402	EQUIPMENT	525.04
	=== VENDOR TOTALS ===		525.04			
=====						
01-0353	NATIONAL SIGN COMPANY, INC.					
I-171166	5/02/2014	STREET SIGNS	751.04			
	AP	DUE: 5/02/2014 DISC: 5/02/2014		1099: N		
		STREET SIGNS		02 5-00-8702	PERMANENT SIGNS	751.04
	=== VENDOR TOTALS ===		751.04			
=====						
01-0206	PEREGRINE CORPORATION					
I-915590	4/21/2014	BUSINESS CARDS-RHODES	50.00			
	AP	DUE: 4/21/2014 DISC: 4/21/2014		1099: N		
		BUSINESS CARDS-RHODES		01 5-20-8004	PRE-PRINTED FOR	50.00
I-917595	5/01/2014	CHECK PRINTING	312.49			
	AP	DUE: 5/01/2014 DISC: 5/01/2014		1099: N		
		CHECK PRINTING		01 5-10-8004	PRE-PRINTED FOR	312.49
	=== VENDOR TOTALS ===		362.49			
=====						
01-0209	PITNEY BOWES, INC.					
I-201405081758	4/17/2014	POSTAGE	500.00			
	AP	DUE: 4/17/2014 DISC: 4/17/2014		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			
=====						
01-0213	PRIDE AG RESOURCES					
I-201405081737	4/25/2014	SUPPLIES	1,047.93			
	AP	DUE: 4/25/2014 DISC: 4/25/2014		1099: N		
		SUPPLIES		01 5-20-8104	AUTOMOTIVE	5.94
		SUPPLIES		01 5-40-8109	ELECTRICAL EQUI	5.98
		SUPPLIES		01 5-40-8603	COMMODITIES	7.99
		SUPPLIES		01 5-40-8601	CUSTODIAL SUPPL	45.40
		SUPPLIES		01 5-40-8602	GROUND SUPPLIE	69.99
		SUPPLIES		01 5-80-7970	COMMUNITY SERVI	33.86
		SUPPLIES		02 5-00-8104	AUTOMOTIVE	3.98
		SUPPLIES		02 5-00-8106	LAWN CARE EQUIP	64.98

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0213	PRIDE AG RESOURCES	(** CONTINUED **)				
		SUPPLIES		02 5-00-8310	OTHER SUPPLIES	263.87
		SUPPLIES		02 5-00-8503	SAFETY EQUIPMEN	58.90
		SUPPLIES		02 5-00-8601	CUSTODIAL SUPPL	20.97
		SUPPLIES		20 5-00-7701	BUILDING/GROUND	30.32
		SUPPLIES		20 5-00-8005	OFFICE SUPPLIES	2.97
		SUPPLIES		21 5-00-8109	ELECTRICAL EQUI	11.99
		SUPPLIES		20 5-00-8302	BATTERIES (NON	17.99
		SUPPLIES		20 5-00-8310	OTHER SUPPLIES	30.32
		SUPPLIES		98 5-00-8106	LAWN CARE EQUIP	5.05
		SUPPLIES		98 5-00-8402	EQUIPMENT	367.43
=== VENDOR TOTALS ===			1,047.93			
01-0403	ROASTER JOE'S					
I-20641175486	4/28/2014	COFFEE SERVICE-ADMIN	37.60			
	AP	DUE: 4/28/2014 DISC: 4/28/2014		1099: N		
		COFFEE SERVICE-ADMIN		01 5-10-8603	COMMODITIES	37.60
=== VENDOR TOTALS ===			37.60			
01-0224	ROBERT'S HUTCH-LINE					
I-293644	4/24/2014	OFFICE SUPPLIES-ADMIN	417.86			
	AP	DUE: 4/24/2014 DISC: 4/24/2014		1099: N		
		OFFICE SUPPLIES-ADMIN		01 5-10-8005	OFFICE SUPPLIES	417.86
=== VENDOR TOTALS ===			417.86			
I-293644.1	4/25/2014	OFFICE SUPPLIES-ADMIN	10.07			
	AP	DUE: 4/25/2014 DISC: 4/25/2014		1099: N		
		OFFICE SUPPLIES-ADMIN		01 5-10-8005	OFFICE SUPPLIES	10.07
=== VENDOR TOTALS ===			427.93			
01-0231	SARA JAVIER					
I-201405081744	5/06/2014	MILEAGE 090213 THRU 042814	96.88			
	AP	DUE: 5/06/2014 DISC: 5/06/2014		1099: N		
		MILEAGE 090213 THRU 042814		01 5-10-6305	MILEAGE/TRAVEL	96.88
=== VENDOR TOTALS ===			96.88			
01-0450	SCOTT & MARILYN HAYES					
I-201405081759	5/07/2014	HOUSING GRANT YEAR 1	1,423.75			
	AP	DUE: 5/07/2014 DISC: 5/07/2014		1099: N		
		HOUSING GRANT YEAR 1		01 5-80-9015	HOUSING GRANT	1,423.75
=== VENDOR TOTALS ===			1,423.75			

mostly Paper 8 1/2 x 11

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0233		SDK LABORATORIES				
I-201405081740	5/05/2014 AP	LAB ANALYSIS-SEWER PLANT DUE: 5/05/2014 DISC: 5/05/2014 LAB ANALYSIS-SEWER PLANT	354.00	1099: N 20 5-00-7008	WASTEWATER LABO	354.00
		=== VENDOR TOTALS ===	354.00			
01-0239		SEDGWICK COUNTY DIVISION OF FI				
I-1800038560	5/05/2014 AP	JAIL HOUSING FEES-APRIL DUE: 5/05/2014 DISC: 5/05/2014 JAIL HOUSING FEES-APRIL	238.68	1099: N 01 5-30-9909	COUNTY JAIL HOU	238.68
		=== VENDOR TOTALS ===	238.68			
01-0242		SHRED-IT WICHITA				
I-9403559899	4/28/2014 AP	SHREDDING SERVICES DUE: 4/28/2014 DISC: 4/28/2014 SHREDDING SERVICE - 04/30/12 SHREDDING SERVICE - 04/30/12	78.65	1099: N 01 5-10-7502 01 5-20-7502	PROFESSIONAL SE PROFESSIONAL SE	31.46 47.19
		=== VENDOR TOTALS ===	78.65			
01-0365		STATE OF KANSAS DIVISION OF VE				
I-201405081757	4/25/2014 AP	TAGS-CHIEFS/LT'S VEHICLES DUE: 4/25/2014 DISC: 4/25/2014 TAGS-CHIEFS/LT'S VEHICLES	90.00	1099: N 01 5-20-7602	AUTO TAGS	90.00
		=== VENDOR TOTALS ===	90.00			
01-0449		TANNER & KELSEY COX				
I-201405081756	5/07/2014 AP	HOUSING GRANT-YEAR 1 DUE: 5/07/2014 DISC: 5/07/2014 HOUSING GRANT-YEAR 1	1,235.27	1099: N 01 5-80-9015	HOUSING GRANT	1,235.27
		=== VENDOR TOTALS ===	1,235.27			
01-0252		THE CLARION				
I-519	4/30/2014 AP	LEGAL PUBLICATION-ORD #872 DUE: 4/30/2014 DISC: 4/30/2014 LEGAL PUBLICATION-ORD #872	87.50	1099: N 01 5-10-7205	LEGAL PUBLICATI	87.50
I-524	4/30/2014 AP	LEGAL PUBLICATION-EAGLES NEST DUE: 4/30/2014 DISC: 4/30/2014 LEGAL PUBLICATION-EAGLES NEST	275.00	1099: N 05 5-00-7205	LEGAL PUBLICATI	275.00
		=== VENDOR TOTALS ===	362.50			

790 increase
Increase from 73.50 to 78.65.

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0419		TIRE DEALERS WAREHOUSE				
I-671522	4/24/2014 AP	TIRE TUBE-FORD TRACTOR DUE: 4/24/2014 DISC: 4/24/2014 TIRE TUBE-FORD TRACTOR	56.37	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	56.37
		=== VENDOR TOTALS ===	56.37			
01-0256		TkFAST				
I-18011	4/25/2014 AP	MONTHLY BACKUP SERVICE DUE: 4/25/2014 DISC: 4/25/2014 MONTHLY BACKUP SERVICE	450.00	1099: N 01 5-10-7504	COMPUTER TECH S	450.00 <i>ADM</i>
I-18019	4/25/2014 AP	COMPUTER TECH SUPPORT DUE: 4/25/2014 DISC: 4/25/2014 COMPUTER TECH SUPPORT COMPUTER TECH SUPPORT	440.00	1099: N 01 5-20-7504 01 5-10-7504	COMPUTER TECH S COMPUTER TECH S	280.00 160.00 <i>PD ADM</i>
		=== VENDOR TOTALS ===	890.00			
01-0320		TRANSUNION RISK AND ALTERNATIV				
I-201405081747	5/01/2014 AP	POLICE RECORDS SEARCHES DUE: 5/01/2014 DISC: 5/01/2014 POLICE RECORDS SEARCHES	35.75	1099: N 01 5-20-7502	PROFESSIONAL SE	35.75
		=== VENDOR TOTALS ===	35.75			
01-0261		TRU GREEN				
I-17230648	4/19/2014 AP	WEED CONTROL-CITY HALL DUE: 4/19/2014 DISC: 4/19/2014 WEED CONTROL-CITY HALL	200.00	1099: N 01 5-40-7701	BUILDING/GROUND	200.00
		=== VENDOR TOTALS ===	200.00			
01-0264		TYLER TECHNOLOGIES				
I-025-94144	5/01/2014 AP	MONTHLY ONLINE HOSTING DUE: 5/01/2014 DISC: 5/01/2014 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			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0266	UNI FIRST					
I-2400466754	4/29/2014 AP	UNIFORMS AND MATS DUE: 4/29/2014 DISC: 4/29/2014	300.17	1099: N		
		UNIFORMS AND MATS		01 5-40-7804	UNIFORMS/MATS C	75.05
		UNIFORMS AND MATS		02 5-00-7804	UNIFORMS/MATS C	75.05
		UNIFORMS AND MATS		20 5-00-7804	UNIFORMS/MATS C	75.05
		UNIFORMS AND MATS		21 5-00-7804	UNIFORMS/MATS C	75.02
I-2400468233	5/06/2014 AP	UNIFORMS AND MATS DUE: 5/06/2014 DISC: 5/06/2014	394.22	1099: N		
		UNIFORMS AND MATS		01 5-40-7804	UNIFORMS/MATS C	98.56
		UNIFORMS AND MATS		02 5-00-7804	UNIFORMS/MATS C	98.56
		UNIFORMS AND MATS		20 5-00-7804	UNIFORMS/MATS C	98.56
		UNIFORMS AND MATS		21 5-00-7804	UNIFORMS/MATS C	98.54
		=== VENDOR TOTALS ===	694.39			
01-0279	WASTE CONNECTIONS OF WICHITA					
I-9447308	5/01/2014 AP	TRASH/RECYCLING SERVICES DUE: 5/01/2014 DISC: 5/01/2014	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
		CEMETERY		98 5-00-7104	TRASH SERVICE	47.62
I-9451915	5/01/2014 AP	PORTABLE RESTROOMS-CITY PARK DUE: 5/01/2014 DISC: 5/01/2014	88.80	1099: N		
		PORTABLE RESTROOMS-CITY PARK		01 5-90-7982	TREE BOARD EXPE	88.80
I-9453743	5/01/2014 AP	CLEAN UP DAY SERVICES DUE: 5/01/2014 DISC: 5/01/2014	3,534.19	1099: N		
		CLEAN UP DAY SERVICES		01 5-80-7970	COMMUNITY SERVI	3,534.19
		=== VENDOR TOTALS ===	3,899.53			
01-0286	WICHITA EAGLE					
I-3290523	3/03/2014 AP	LEGAL PUBLICATION-SEIZURE DUE: 3/03/2014 DISC: 3/03/2014	53.30	1099: N		
		LEGAL PUBLICATION-SEIZURE		01 5-20-7502	PROFESSIONAL SE	53.30
		=== VENDOR TOTALS ===	53.30			

LY #7, 456

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0447		WILLIAM CHOATE				
I-201405081751	5/07/2014 AP	HOUSING GRANT YEAR 1 DUE: 5/07/2014 DISC: 5/07/2014 HOUSING GRANT YEAR 1	796.04	1099: N 01 5-80-9015	HOUSING GRANT	796.04
		=== VENDOR TOTALS ===	796.04			
01-0291		WILLIAM MCKINLEY				
I-201405081745	5/06/2014 AP	MILEAGE REIMBURSEMENT DUE: 5/06/2014 DISC: 5/06/2014 MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT	54.88	1099: N 05 5-00-6305 01 5-10-6305	MILEAGE REIMBUR MILEAGE/TRAVEL	42.00 12.88
		=== VENDOR TOTALS ===	54.88			
		=== PACKET TOTALS ===	55,020.53			

Donna Clases
5/9/2014

5/22/2014 10:42 AM
 PACKET: 00357 2314 AP
 VENDOR SET: 01 CITY 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	AMAZON					
I-201405221783	5/10/2014 AP	OFFICE SUPPLIES DUE: 5/10/2014 DISC: 5/10/2014 OFFICE SUPPLIES OFFICE SUPPLIES	130.18	1099: N 01 5-20-8005 20 5-00-8005	OFFICE SUPPLIES OFFICE SUPPLIES	67.14 63.04
=== VENDOR TOTALS ===			130.18			
01-0463	AMOS H & REBECCA A FRENTZ					
I-201405221803	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	3,146.90	1099: N 01 5-80-9015	HOUSING GRANT	3,146.90
=== VENDOR TOTALS ===			3,146.90			
01-0384	BARRY A & CHRISTINA M REYNOLDS					
I-201405221798	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	1,495.80	1099: N 01 5-80-9015	HOUSING GRANT	1,495.80
=== VENDOR TOTALS ===			1,495.80			
01-0459	BRYON J HULL					
I-201405221795	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	1,178.20	1099: N 01 5-80-9015	HOUSING GRANT	1,178.20
=== VENDOR TOTALS ===			1,178.20			
01-0057	CASH					
I-201405221784	5/21/2014 AP	POSTAGE/CLEAN UP DAY SUPPLIES DUE: 5/21/2014 DISC: 5/21/2014 POSTAGE/CLEAN UP DAY SUPPLIES POSTAGE/CLEAN UP DAY SUPPLIES POSTAGE/CLEAN UP DAY SUPPLIES	89.41	1099: N 02 5-00-7203 21 5-00-7203 01 5-80-7970	POSTAGE POSTAGE COMMUNITY SERVI	89.41 58.11 58.11CR
=== VENDOR TOTALS ===			89.41			

5/22/2014 10:42 AM
 PACKET: 00357 2314 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
01-0457	CHARLES D & GINA D CASE					
I-201405221793	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	1,085.30	1099: N 01 5-80-9015	HOUSING GRANT	1,085.30
=== VENDOR TOTALS ===			1,085.30			
01-0066	CINTAS FIRST AID & SAFETY					
I-5001192664	5/05/2014 AP	EYE WASH STATION-MAINT SHOP DUE: 5/05/2014 DISC: 5/05/2014 EYE WASH STATION-MAINT SHOP	105.73	1099: N 02 5-00-8503	SAFETY EQUIPMEN	105.73
I-5001234293	5/16/2014 AP	FIRST AID KIT REFILL-SHOP DUE: 5/16/2014 DISC: 5/16/2014 FIRST AID KIT REFILL-SHOP	36.98	1099: N 02 5-00-8503	SAFETY EQUIPMEN	36.98
I-5001234294	5/16/2014 AP	FIRST AID KIT REFILLS-PD/ADMI DUE: 5/16/2014 DISC: 5/16/2014 FIRST AID KIT REFILLS-PD/ADMIN FIRST AID KIT REFILLS-PD/ADMIN	94.95	1099: N 01 5-10-8603 01 5-20-8603	COMMODITIES COMMODITIES	63.32 31.63
=== VENDOR TOTALS ===			237.66			
01-0392	CRAIG T & JENNIFER M OHL					
I-201405221797	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	997.20	1099: N 01 5-80-9015	HOUSING GRANT	997.20
=== VENDOR TOTALS ===			997.20			
01-0466	DA'S SPECIAL PROSECUTOR TRUST					
I-201405221808	5/05/2014 AP	CASE #14 CV1089 DUE: 5/05/2014 DISC: 5/05/2014 CASE #14 CV1089	90.44	1099: N 01 5-20-7502	PROFESSIONAL SE	90.44
=== VENDOR TOTALS ===			90.44			
01-0460	DALE A & LINDA K SEIWERT					
I-201405221796	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	1,529.16	1099: N 01 5-80-9015	HOUSING GRANT	1,529.16
=== VENDOR TOTALS ===			1,529.16			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0462		DAVID A & NORBERTA N ROBERTSON				
I-201405221801	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	990.75	1099: N 01 5-80-9015	HOUSING GRANT	990.75 -
		=== VENDOR TOTALS ===	990.75			
01-0308		EDWARDS EXTERMINATING				
I-2178	5/21/2014 AP	PEST CONTRL - JAN THRU MAY DUE: 5/21/2014 DISC: 5/21/2014 PEST CONTROL PEST CONTROL PEST CONTROL	1,375.00	1099: N 01 5-40-7502 02 5-00-7502 21 5-00-7502	PROFESSIONAL SE PROFESSIONAL SE PROFESSIONAL SE	1,175.00 100.00 100.00
		=== VENDOR TOTALS ===	1,375.00			
01-0461		ELAINE A MODGLIN				
I-201405221799	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	833.03	1099: N 01 5-80-9015	HOUSING GRANT	833.03
		=== VENDOR TOTALS ===	833.03			
01-0464		ERIC E & JILL M FERRIN				
I-201405221805	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	982.32	1099: N 01 5-80-9015	HOUSING GRANT	982.32
		=== VENDOR TOTALS ===	982.32			
01-0372		FREDERICK T & GINA R WIEDEMANN				
I-201405221791	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	1,328.55	1099: N 01 5-80-9015	HOUSING GRANT	1,328.55
		=== VENDOR TOTALS ===	1,328.55			
01-0381		GARY D & DENISE H GREEN				
I-201405221802	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	3,343.43	1099: N 01 5-80-9015	HOUSING GRANT	3,343.43
		=== VENDOR TOTALS ===	3,343.43			

*\$275 per month x 5 = 1375⁰⁰
 Vendor bills this way
 instead of
 monthly.*

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0415	HACH COMPANY						
I-8826198	5/09/2014	AP	DISSOLVED OXYGEN SENSOR DUE: 5/09/2014 DISC: 5/09/2014 DISSOLVED OXYGEN SENSOR	266.10	1099: N 20 5-00-8402	EQUIPMENT	266.10
=== VENDOR TOTALS ===				266.10			
01-0458	HAZEL E & DENNIS R WATSON						
I-201405221794	5/21/2014	AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	1,408.27	1099: N 01 5-80-9015	HOUSING GRANT	1,408.27
=== VENDOR TOTALS ===				1,408.27			
01-0453	JAMES VOEGELI CONSTRUCTION						
I-23416	5/19/2014	AP	SAWING-FOR BUTCHER BLOCK SEWE DUE: 5/19/2014 DISC: 5/19/2014 SAWING-FOR BUTCHER BLOCK SEWER	472.50	1099: N 20 5-00-7500	CONTRACTORS	472.50
=== VENDOR TOTALS ===				472.50			
01-0130	JOCELYN REID						
I-201405221782	5/19/2014	AP	CAFE PLAN REIMBURSEMENT DUE: 5/19/2014 DISC: 5/19/2014 CAFE PLAN REIMBURSEMENT	56.00	1099: N 38 5-00-9300	DEPENDENT CARE	56.00
=== VENDOR TOTALS ===				56.00			
01-0133	JOHN E REID & ASSOCIATES, INC.						
I-146991	1/24/2014	AP	TRAINING SEMINAR DUE: 1/24/2014 DISC: 1/24/2014 TRAINING SEMINAR	525.00	1099: N 11 5-00-7806	MAIZE POLICE TR	525.00
=== VENDOR TOTALS ===				525.00			
01-0454	JONATHON K & MELISSA J HOUSE						
I-201405221788	5/21/2014	AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	2,355.71	1099: N 01 5-80-9015	HOUSING GRANT	2,355.71
=== VENDOR TOTALS ===				2,355.71			

INTERNEGATION
Piper, Sgt, JHH
Techniques

5/22/2014 10:42 AM
 PACKET: 00357 052314 AP
 VENDOR SET: 0 CITY 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
01-0465	JUSTIN E HESS					
I-201405221806	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	706.12	1099: N 01 5-80-9015	HOUSING GRANT	706.12
=== VENDOR TOTALS ===			706.12			
01-0152	KANSAS PAVING					
I-10063457	4/18/2014 AP	WC VILLAGE 3RD PAVING DUE: 4/18/2014 DISC: 4/18/2014 WC VILLAGE 3RD PAVING	20,565.70	1099: N 05 5-00-7500	CONTRACTORS	20,565.70
=== VENDOR TOTALS ===			20,565.70			
01-0467	KENNETH E & NATALIE R DUFIELD					
I-201405221810	5/22/2014 AP	HOUSING GRANT DUE: 5/22/2014 DISC: 5/22/2014 HOUSING GRANT	1,499.00	1099: N 01 5-80-9015	HOUSING GRANT	1,499.00
=== VENDOR TOTALS ===			1,499.00			
01-0165	KWIK SHOP, INC.					
I-201405221781	5/15/2014 AP	UNLEADED FUEL DUE: 5/15/2014 DISC: 5/15/2014 UNLEADED FUEL	1,234.55	1099: N 01 5-20-8306	UNLEADED FUEL	1,234.55
=== VENDOR TOTALS ===			1,234.55			
01-0456	LARRY D & JANICE K PRICE					
I-201405221792	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	1,265.91	1099: N 01 5-80-9015	HOUSING GRANT	1,265.91
=== VENDOR TOTALS ===			1,265.91			
01-0238	MABCD					
I-201405221809	5/16/2014 AP	MONTHLY PERMITS - APRIL DUE: 5/16/2014 DISC: 5/16/2014 MONTHLY PERMITS - APRIL	5,178.04	1099: N 01 5-80-7971	BUILDING INSPEC	5,178.04
=== VENDOR TOTALS ===			5,178.04			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0378		MAHMOUD MOGHADDAMI & NEDA AHMA				
I-201405221786	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	925.55	1099: N 01 5-80-9015	HOUSING GRANT	925.55
		=== VENDOR TOTALS ===	925.55			
01-0368		MATT JENSBY				
I-201405221811	5/22/2014 AP	TUITION REIMBURSEMENT-FINAL DUE: 5/22/2014 DISC: 5/22/2014 TUITION REIMBURSEMENT-FINAL	6,375.00	1099: N 11 5-00-7806	MAIZE POLICE TR	6,375.00
		=== VENDOR TOTALS ===	6,375.00			
01-0416		MENARDS				
I-43761	5/16/2014 AP	SUPPLIES DUE: 5/16/2014 DISC: 5/16/2014 SUPPLIES	324.43	1099: N 02 5-00-8310	OTHER SUPPLIES	324.43
		=== VENDOR TOTALS ===	324.43			
01-0200		O'REILLY AUTOMOTIVE, INC.				
I-4538-122126	5/15/2014 AP	BATTERY LOAD TESTER DUE: 5/15/2014 DISC: 5/15/2014 BATTERY LOAD TESTER	43.99	1099: N 01 5-20-8301	AUTO BATTERIES	43.99
		=== VENDOR TOTALS ===	43.99			
01-0205		PAVING MAINTENANCE SUPPLY, INC				
I-0142966	5/01/2014 AP	PUBLIC WORKS SUPPLIES DUE: 5/01/2014 DISC: 5/01/2014 PUBLIC WORKS SUPPLIES	88.95	1099: N 02 5-00-8508	HAND TOOLS	88.95
		=== VENDOR TOTALS ===	88.95			
01-0206		PEREGRINE CORPORATION				
I-918317	5/07/2014 AP	COURT ENVELOPES DUE: 5/07/2014 DISC: 5/07/2014 COURT ENVELOPES	117.83	1099: N 01 5-30-8004	PRE-PRINTED FOR	117.83
		=== VENDOR TOTALS ===	117.83			

5/22/2014 10:42 AM
 PACKET: 00357 052314 AP
 VENDOR SET: 0 CITY 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
01-0220		RED - THE UNIFORMA TAILOR				
I-R19765	5/14/2014 AP	UNIFORM SHIRTS & PANTS DUE: 5/14/2014 DISC: 5/14/2014 UNIFORM SHIRTS & PANTS	277.44	1099: N 01 5-20-8007	UNIFORMS	277.44
		=== VENDOR TOTALS ===	277.44			
01-0224		ROBERT'S HUTCH-LINE				
I-295273	5/09/2014 AP	OFFICE SUPPLIES DUE: 5/09/2014 DISC: 5/09/2014 OFFICE SUPPLIES OFFICE SUPPLIES	111.57	1099: N 01 5-20-8005 01 5-10-8005	OFFICE SUPPLIES OFFICE SUPPLIES	45.59 65.98
		=== VENDOR TOTALS ===	111.57			
01-0230		SAM'S CLUB				
I-201405221804	5/02/2014 AP	CLEAN UP DAY/PARK SUPPLIES DUE: 5/02/2014 DISC: 5/02/2014 CLEAN UP DAY/PARK SUPPLIES CLEAN UP DAY/PARK SUPPLIES CLEAN UP DAY/PARK SUPPLIES CLEAN UP DAY/PARK SUPPLIES CLEAN UP DAY/PARK SUPPLIES	616.40	1099: N 01 5-90-7982 01 5-80-7970 01 5-01-8603 02 5-00-8603 01 5-40-8601	TREE BOARD EXPE COMMUNITY SERVI COMMODITIES COMMODITIES CUSTODIAL SUPPL	41.96 237.78 37.98 29.94 268.74
		=== VENDOR TOTALS ===	616.40			
01-0339		SHANA M CURTIS				
I-201405221789	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	1,193.26	1099: N 01 5-80-9015	HOUSING GRANT	1,193.26
		=== VENDOR TOTALS ===	1,193.26			
01-0452		STEVEN C & JULEE J MELLINGER				
I-201405221785	5/21/2014 AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014 HOUSING GRANT	3,871.89	1099: N 01 5-80-9015	HOUSING GRANT	3,871.89
		=== VENDOR TOTALS ===	3,871.89			

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOJNT NAME--	DISTRIBUTION
01-0246	STOVER'S RESTORATION						
I-201405221780	5/14/2014	AP	CONCRETE WORK DUE: 5/14/2014 DISC: 5/14/2014 CONCRETE WORK	2,000.00	1099: N 02 5-00-8202	CEMENT/CONCRETE	2,000.00
=== VENDOR TOTALS ===				2,000.00			
01-0419	TIRE DEALERS WAREHOUSE						
I-672609	5/13/2014	AP	FLAT REPAIR-FORD TRACTOR DUE: 5/13/2014 DISC: 5/13/2014 FLAT REPAIR-FORD TRACTOR	158.50	1099: N 02 5-00-8303	TIRES	158.50
=== VENDOR TOTALS ===				158.50			
01-0256	TKFAST						
I-18163	5/15/2014	AP	SERVER MAINT/PD SUPPORT DUE: 5/15/2014 DISC: 5/15/2014 SERVER MAINT/PD SUPPORT SERVER MAINT/PD SUPPORT SERVER MAINT/PD SUPPORT SERVER MAINT/PD SUPPORT	1,340.00	1099: N 01 5-20-7504 01 5-10-7504 01 5-40-8405 01 5-30-7504	COMPUTER TECH S COMPUTER TECH S BUILDING CONTEN COMPUTER TECH S	40.00 280.00 900.00 120.00
=== VENDOR TOTALS ===				1,340.00			
01-0264	TYLER TECHNOLOGIES						
I-025-97162	5/19/2014	AP	MONTHLY ONLINE HOSTING DUE: 5/19/2014 DISC: 5/19/2014 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			
01-0265	U.S. POSTMASTER						
I-201405221807	5/21/2014	AP	PO BOX ANNUAL RENTAL DUE: 5/21/2014 DISC: 5/21/2014 PO BOX ANNUAL RENTAL	112.00	1099: N 01 5-10-7502	PROFESSIONAL SE	112.00
=== VENDOR TOTALS ===				112.00			

Adm Monthly Book w/ Facilitate Security Camera - Reg Min PD - Printer Adm - Serv Man

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
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01-0266	UNI FIRST						
I-2400469691	5/13/2014	AP	UNIFORMS AND MATS DUE: 5/13/2014 DISC: 5/13/2014	560.57	1099: N		
			UNIFORMS AND MATS		01 5-40-7804	UNIFORMS/MATS C	140.15
			UNIFORMS AND MATS		02 5-00-7804	UNIFORMS/MATS C	140.15
			UNIFORMS AND MATS		20 5-00-7804	UNIFORMS/MATS C	140.15
			UNIFORMS AND MATS		21 5-00-7804	UNIFORMS/MATS C	140.12
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I-2400471178	5/20/2014	AP	UNIFORMS AND MATS DUE: 5/20/2014 DISC: 5/20/2014	298.52	1099: N		
			UNIFORMS AND MATS		01 5-40-7804	UNIFORMS/MATS C	74.63
			UNIFORMS AND MATS		02 5-00-7804	UNIFORMS/MATS C	74.63
			UNIFORMS AND MATS		20 5-00-7804	UNIFORMS/MATS C	74.63
			UNIFORMS AND MATS		21 5-00-7804	UNIFORMS/MATS C	74.63
			=== VENDOR TOTALS ===	859.09			
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01-0269	UNUM PROVIDENT						
I-201405221800	5/12/2014	AP	LIFE, STD & A D & D PREMIUMS DUE: 5/12/2014 DISC: 5/12/2014	526.75	1099: N		
			LIFE, STD & A D & D PREMIUMS		01 5-80-5211	HEALTH/DENTAL/L	526.75
			=== VENDOR TOTALS ===	526.75			
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01-0455	WADE A & KARLA J REICHMANN						
I-201405221790	5/21/2014	AP	HOUSING GRANT DUE: 5/21/2014 DISC: 5/21/2014	1,766.54	1099: N		
			HOUSING GRANT		01 5-80-9015	HOUSING GRANT	1,766.54
			=== VENDOR TOTALS ===	1,766.54			
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01-0286	WICHITA EAGLE						
I-3293195	5/05/2014	AP	GARAGE SALE AD DUE: 5/05/2014 DISC: 5/05/2014	108.00	1099: N		
			GARAGE SALE AD		01 5-80-7970	COMMUNITY SERVI	108.00
			=== VENDOR TOTALS ===	108.00			
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01-0288	WICHITA TRACTOR CO.						
I-WW46390	4/29/2014	AP	SERVICE ON 1999 BACKHOE DUE: 4/29/2014 DISC: 4/29/2014	2,268.80	1099: N		
			SERVICE ON 1999 BACKHOE		02 5-00-8105	TRUCKS/HEAVY EQ	2,268.80
			=== VENDOR TOTALS ===	2,268.80			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0291	WILLIAM MCKINLEY					
I-201405221787	5/21/2014 AP	MILEAGE REIMBURSEMENT DUE: 5/21/2014 DISC: 5/21/2014	161.84	1099: N		
		MILEAGE REIMBURSEMENT		01 5-10-6305	MILEAGE/TRAVEL	40.46
		MILEAGE REIMBURSEMENT		20 5-00-6305	MILEAGE/TRAVEL	40.46
		MILEAGE REIMBURSEMENT		05 5-00-6305	MILEAGE REIMBUR	40.46
		MILEAGE REIMBURSEMENT		05 5-00-6305	MILEAGE REIMBUR	40.46
		=== VENDOR TOTALS ===	161.84			
		=== PACKET TOTALS ===	77,804.06			

Housing Grants \$31,902.89

*Now Housing \$ 45,901.17-
Vouchers*

\$ 77,804.06

*Donna Clasen
5/23/2014*