

**MEETING NOTICE
MAIZE CITY COUNCIL
SPECIAL MEETING**

**MAIZE PARK CEMETERY BOARD
SPECIAL MEETING**

**TIME: 7:00 P.M.
DATE: MONDAY, AUGUST 4, 2014
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE**

**MAIZE CITY COUNCIL AGENDA
MAYOR CLAIR DONNELLY PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Agenda
- 4) Public Hearing for the City of Maize, Kansas 2015 Budget
- 5) Old Business
 - A. Adoption of the 2015 Budget
 - B. Annexation Ordinance
 - C. Lease Purchase Agreements
 - D. Drainage and Utility Easement Vacation Watercress Village
- 6) Adjournment

**MAIZE PARK CEMETERY BOARD AGENDA
CHAIR KAREN FITZMIER PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Agenda
- 4) Approval of Minutes – Board Meeting July 21, 2014
- 5) Public Hearing for the Maize Park Cemetery District 2015 Budget
- 6) Old Business
 - A. Adoption of the 2015 Budget
- 7) Adjournment

**MAIZE CITY COUNCIL
SPECIAL MEETING
MONDAY, AUGUST 4, 2014
AGENDA ITEM #5A**

ITEM: ADOPTION OF THE 2015 BUDGET

BACKGROUND:

On July 21, 2014 the Council accepted the proposed 2015 budget as presented.

In accordance with State law, the 2015 proposed budget and notice of a public hearing was published in The Clarion on July 24, 2014.

In order to comply with submittal dates to the State and County, the Council is required to adopt a final budget for 2015.

FINANCIAL CONSIDERATIONS:

The final mill levy for the 2015 budget will be approximately 43.003
The final 2014 mill levy was 43.270

LEGAL CONSIDERATIONS:

The 2015 proposed budget time-line and open meeting process is in compliance with state law and the required forms have been utilized.

RECOMMENDATION/ACTION:

Adopt the 2015 Budget for the City of Maize and submit to the Sedgwick County Clerk.

Computation to Determine Limit for 2015

	Amount of Levy
1. Total Tax Levy Amount in 2014 Budget	+ \$ <u>1,336,194</u>
2. Debt Service Levy in 2014 Budget	- \$ <u>35,591</u>
3. Tax Levy Excluding Debt Service	<u>\$ 1,300,603</u>
 2014 Valuation Information for Valuation Adjustments:	
4. New Improvements for 2014:	+ <u>2,192,233</u>
5. Increase in Personal Property for 2014:	
5a. Personal Property 2014	+ <u>280,452</u>
5b. Personal Property 2013	- <u>510,295</u>
5c. Increase in Personal Property (5a minus 5b)	+ <u>0</u>
	(Use Only if > 0)
6. Valuation of annexed territory for 2014:	
6a. Real Estate	+ <u>0</u>
6b. State Assessed	+ <u>0</u>
6c. New Improvements	- <u>0</u>
6d. Total Adjustment (Sum of 6a, 6b, and 6c)	+ <u>0</u>
7. Valuation of Property that has Changed in Use during 2014:	<u>138,415</u>
8. Total Valuation Adjustment (Sum of 4, 5c, 6d & 7)	<u>2,330,648</u>
9. Total Estimated Valuation July 1, 2014	<u>34,312,017</u>
10. Total Valuation less Valuation Adjustment (9 minus 8)	<u>31,981,369</u>
11. Factor for Increase (8 divided by 10)	<u>0.07288</u>
12. Amount of Increase (11 times 3)	+ \$ <u>94,782</u>
13. Maximum Tax Levy, excluding debt service, without an Ordinance (3 plus 12)	<u>\$ 1,395,385</u>
14. Debt Service Levy in this 2015 Budget	<u>171,635</u>
15. Maximum levy, including debt service, without an Ordinance (13 plus 14)	<u><u>1,567,020</u></u>

If the 2015 budget includes tax levies exceeding the total on line 15, you must adopt an ordinance to exceed this limit, publish the ordinance, and attach a copy of the published ordinance to this budget.

Allocation of Motor, Recreational, 16/20M Vehicle Tax

Budgeted Funds for 2014	Budget Tax Levy Amount for 2013	Allocation for Year 2015		
		MVT	RVT	16/20M Veh
General	1,300,603	156,488	2,024	1,125
Debt Service	35,591	4,282	55	31
Capital Improvements				
TOTAL	1,336,194	160,770	2,079	1,156

County Treas Motor Vehicle Estimate 160,770
 County Treasurers Recreational Vehicle Estimate 2,079
 County Treasurers 16/20M Vehicle Estimate 1,156

Motor Vehicle Factor 0.12032
 Recreational Vehicle Factor 0.00156
 16/20M Vehicle Factor 0.00087

STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION*

Item Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance On Jan 1 2014	Payments Due 2014	Payments Due 2015
Radio Read Water Meters	5/30/2014	60	3.59	113,400	113,400	0	25,181
Totals					113,400	0	25,181

***If you are merely leasing/renting with no intent to purchase, do not list--such transactions are not lease-purchases.

City of Maize

2015

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Year Actual for 2013	Current Year Estimate for 2014	Proposed Budget Year for 2015
Debt Service			
Unencumbered Cash Balance Jan 1	348,652	466,192	348,045
Receipts:			
Ad Valorem Tax	21,200	33,456	xxxxxxxxxxxxxxxxxxx
Delinquent Tax	641	600	500
Motor Vehicle Tax	739	2,704	4,282
Recreational Vehicle Tax			55
16/20M Vehicle Tax			31
Special Assessments	905,933	1,200,000	1,200,000
Transfer from Wastewater	234,219	203,853	239,547
Transfer from Water	397,588	395,456	402,154
Transfer from Project Funds	357,464	0	0
Interest on Idle Funds	206	500	300
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,917,990	1,836,569	1,846,869
Resources Available:	2,266,642	2,302,761	2,194,914
Expenditures:			
Bond Principal	1,085,000	1,070,000	1,325,000
Bond Interest	715,450	884,716	881,834
Cash Reserve			150,000
Neighborhood Revitalization Rebate			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	1,800,450	1,954,716	2,356,834
Unencumbered Cash Balance Dec 31	466,192	348,045	xxxxxxxxxxxxxxxxxxx
2013/2014 Budget Authority Amount:	1,968,272	2,191,290	xxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	2,356,834
		Tax Required	161,920
		Delinquent Comp Rate: 6.0%	9,715
		Amount of 2014 Ad Valorem Tax	171,635

Adopted Budget	Prior Year Actual for 2013	Current Year Estimate for 2014	Proposed Budget Year for 2015
Capital Improvements			
Unencumbered Cash Balance Jan 1	222,468	418,718	444,718
Receipts:			
Ad Valorem Tax	0	0	xxxxxxxxxxxxxxxxxxx
Delinquent Tax	174	250	250
Motor Vehicle Tax	0		0
Recreational Vehicle Tax	0		
16/20M Vehicle Tax	0		
Transfer from General Fund	200,000	175,000	775,000
Interest on Idle Funds	891	750	500
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	201,065	176,000	775,750
Resources Available:	423,533	594,718	1,220,468
Expenditures:			
Central Street Improvements	0	0	375,000
Park Improvements	0	50,000	114,000
Maintenance Building	0	0	150,000
Street Improvements	4,815	100,000	527,000
Bike Paths/Sidewalks			50,000
Neighborhood Revitalization Rebate			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Expenditures	4,815	150,000	1,216,000
Unencumbered Cash Balance Dec 31	418,718	444,718	xxxxxxxxxxxxxxxxxxx
2013/2014 Budget Authority Amount:	389,000	564,000	xxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	1,216,000
		Tax Required	0
		Delinquent Comp Rate: 6.0%	0
		Amount of 2014 Ad Valorem Tax	0

City of Maize

2015

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Highway	Prior Year Actual for 2013	Current Year Estimate for 2014	Proposed Budget Year for 2015
Unencumbered Cash Balance Jan 1	76,456	105,538	118,007
Receipts:			
State of Kansas Gas Tax	90,150	89,540	95,360
County Transfers Gas	39,617	40,500	44,190
Transfer from General Fund	150,000	150,000	150,000
Interest on Idle Funds			
Miscellaneous	6		
Does miscellaneous exceed 10% Total Rec			
Total Receipts	279,773	280,040	289,550
Resources Available:	356,229	385,578	407,557
Expenditures:			
Salaries & Wages	128,974	142,400	149,400
Operating Expenses	111,717	114,943	120,900
Snow/Ice Removal	10,000	10,228	10,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	250,691	267,571	280,300
Unencumbered Cash Balance Dec 31	105,538	118,007	127,257
2013/2014 Budget Authority Amount:	251,030	268,000	

Adopted Budget

Law Enforcement Training	Prior Year Actual for 2013	Current Year Estimate for 2014	Proposed Budget Year for 2015
Unencumbered Cash Balance Jan 1	10,525	5,996	5,996
Receipts:			
Maize Police Training Receipts	5,468	7,500	10,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	5,468	7,500	10,000
Resources Available:	15,993	13,496	15,996
Expenditures:			
Maize Police Training	9,997	7,500	7,500
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	9,997	7,500	7,500
Unencumbered Cash Balance Dec 31	5,996	5,996	8,496
2013/2014 Budget Authority Amount:	10,000	10,000	

City of Maize

2015

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Wastewater Reserve	Prior Year Actual for 2013	Current Year Estimate for 2014	Proposed Budget Year for 2015
Unencumbered Cash Balance Jan 1	143,669	131,015	91,662
Receipts:			
Transfer from Wastewater Fund	12,000	23,147	12,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	12,000	23,147	12,000
Resources Available:	155,669	154,162	103,662
Expenditures:			
Equipment	24,654	62,500	0
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	24,654	62,500	0
Unencumbered Cash Balance Dec 31	131,015	91,662	103,662
2013/2014 Budget Authority Amount:	29,800	0	

See Tab C

Adopted Budget

Equipment Reserve	Prior Year Actual for 2013	Current Year Estimate for 2014	Proposed Budget Year for 2015
Unencumbered Cash Balance Jan 1	69,249	96,950	77,050
Receipts:			
Transfer from General Fund	106,500	150,000	255,000
Interest on Idle Funds	78	100	100
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	106,578	150,100	255,100
Resources Available:	175,827	247,050	332,150
Expenditures:			
Trucks/Heavy Equipment	16,222	70,000	125,000
Computers	34,547	40,000	65,000
Police Department Expenses	28,108	60,000	65,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	78,877	170,000	255,000
Unencumbered Cash Balance Dec 31	96,950	77,050	77,150
2013/2014 Budget Authority Amount:	100,000	195,000	

City of Maize

2015

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Wastewater	Prior Year Actual for 2013	Current Year Estimate for 2014	Proposed Budget Year for 2015
Unencumbered Cash Balance Jan 1	262,328	367,188	452,352
Receipts:			
User Fees	635,194	640,000	645,000
Installation Fees	72,250	51,000	25,500
Plant Equity Fees	85,000	60,000	30,000
Interest on Idle Funds	952	1,000	500
Miscellaneous	4,556		
Does miscellaneous exceed 10% Total Rec			
Total Receipts	797,952	752,000	701,000
Resources Available:	1,060,280	1,119,188	1,153,352
Expenditures:			
Salaries and Wages	210,226	226,000	224,783
Operating Expenses	212,646	189,836	200,670
Transfer to Debt Service	234,220	203,853	239,547
Transfer to Wastewater Reserve	12,000	23,147	12,000
Transfer to Wastewater Debt Reserve	24,000	24,000	24,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	693,092	666,836	701,000
Unencumbered Cash Balance Dec 31	367,188	452,352	452,352
2013/2014 Budget Authority Amount:	695,000	681,000	

Adopted Budget

Adopted Budget Water	Prior Year Actual for 2013	Current Year Estimate for 2014	Proposed Budget Year for 2015
Unencumbered Cash Balance Jan 1	256,056	323,529	362,304
Receipts:			
User Fees	582,017	600,000	630,000
Tower Rent	23,056	27,600	52,000
Water Tap Fees	78,850	51,000	25,500
Water Connection Fees	18,562	20,000	10,000
Plant Equity Fees	91,900	60,000	30,000
Water Tax	6,103	6,000	6,500
Interest on Idle Funds	268	500	500
Miscellaneous	1,372	966	0
Does miscellaneous exceed 10% Total Rec			
Total Receipts	802,128	766,066	754,500
Resources Available:	1,058,184	1,089,595	1,116,804
Expenditures:			
Salaries & Wages	180,421	185,600	189,500
Operating Expenses	120,646	110,235	126,846
Transfer to Debt Service	397,588	395,456	402,154
Transfer to Water Reserve	12,000	12,000	12,000
Transfer to Water Debt Reserve	24,000	24,000	24,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	734,655	727,291	754,500
Unencumbered Cash Balance Dec 31	323,529	362,304	362,304
2013/2014 Budget Authority Amount:	737,800	749,600	

City of Maize

2015

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Water Reserve	Prior Year Actual for 2013	Current Year Estimate for 2014	Proposed Budget Year for 2015
Unencumbered Cash Balance Jan 1	88,464	90,564	52,564
Receipts:			
Transfer from Water	12,000	12,000	12,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	12,000	12,000	12,000
Resources Available:	100,464	102,564	64,564
Expenditures:			
Equipment	9,900	50,000	0
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	9,900	50,000	0
Unencumbered Cash Balance Dec 31	90,564	52,564	64,564
2013/2014 Budget Authority Amount:	10,000	35,000	

See Tab C

Adopted Budget

Water Bond Debt Reserve	Prior Year Actual for 2013	Current Year Estimate for 2014	Proposed Budget Year for 2015
Unencumbered Cash Balance Jan 1	244,000	268,000	292,000
Receipts:			
Transfer from Water	24,000	24,000	24,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	24,000	24,000	24,000
Resources Available:	268,000	292,000	316,000
Expenditures:			
	0	0	0
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	268,000	292,000	316,000
2013/2014 Budget Authority Amount:	0	0	

City of Maize

2015

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Stormwater Utility	Actual for 2013	Estimate for 2014	Year for 2015
Unencumbered Cash Balance Jan 1	0	0	0
Receipts:			
User Fees	0	0	60,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	60,000
Resources Available:	0	0	60,000
Expenditures:			
Salaries & Wages	0	0	30,000
Operating Expenses	0	0	30,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	0	0	60,000
Unencumbered Cash Balance Dec 31	0	0	0
2013/2014 Budget Authority Amount:	0	0	

NOTICE OF BUDGET HEARING

The governing body of
City of Maize
will meet on August 4, 2014 at 6:00 PM at Maize City Hall, 10100 Grady Avenue for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at Maize City Hall, 10100 Grady Avenue and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2015 Expenditures and Amount of 2014 Ad Valorem Tax establish the maximum limits of the 2015 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2013		Current Year Estimate for 2014		Proposed Budget for 2015		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2014 Ad Valorem Tax	Estimate Tax Rate *
General	2,375,869	42.097	2,366,486	42.117	3,406,860	1,303,878	38.001
Debt Service	1,800,450	0.785	1,954,716	1.153	2,356,834	171,635	5.002
Capital Improvements	4,815		150,000		1,216,000		
Special Highway	250,691		267,571		280,300		
Law Enforcement Training	9,997		7,500		7,500		
Wastewater Reserve	24,654		62,500				
Equipment Reserve	78,877		170,000		255,000		
Wastewater	693,092		666,836		701,000		
Water	734,655		727,291		754,500		
Water Reserve	9,900		50,000				
Water Bond Debt Reserve							
Wastewater Bond Debt Rese							
					60,000		
Totals	5,983,000	42.882	6,422,900	43.270	9,037,994	1,475,513	43.003
Less: Transfers	1,160,308		1,157,456		1,893,701		
Net Expenditure	4,822,692		5,265,444		7,144,293		
Total Tax Levied Assessed	1,230,594		1,336,194		xxxxxxxxxxxxxxxxxxxx		
Valuation	28,706,476		30,880,463		34,312,017		
Outstanding Indebtedness, January 1,							
	<u>2012</u>		<u>2013</u>		<u>2014</u>		
G.O. Bonds	9,005,000		13,145,000		18,475,000		
Revenue Bonds	6,505,000		6,190,000		5,425,000		
Other	4,050,000		9,790,000		5,118,040		
Lease Purchase Principal	0		0		113,400		
Total	19,560,000		29,125,000		29,131,440		

*Tax rates are expressed in mills

Jocelyn Reid

City Official Title: City Clerk

**MAIZE CITY COUNCIL
SPECIAL MEETING
WEDNESDAY, August 4, 2014**

AGENDA ITEM #5B

ITEM: ANNEXATION ORDINANCE

BACKGROUND:

The City received a signed "consent to annex form" from Jerome C. & Lynda Weninger requesting annexation of the two (2) properties located northwest of the intersection of 53rd Street and 119th Street. A map outlining (in green) the 68.97 acres to be annexed is attached.

Staff anticipates a portion of these properties will be sold in the near future for the building of a manufacturing company desiring to build in Maize. The specifics regarding this future development are currently under discussion. Councilmembers will be updated as these discussions continue.

With Council approval the Annexation Ordinance will be published and the properties will become a part of Maize.

FINANCIAL CONSIDERATIONS:

None.

LEGAL CONSIDERATIONS:

The city attorney has approved the ordinance as to form.

RECOMMENDATION/ACTION:

Approve the Annexation Ordinance and authorize the Mayor to sign.

Published in the Mount Hope Clarion on the 7th day of August, 2014

Ordinance No. _____
Weninger Annexation

AN ORDINANCE ANNEXING LAND TO THE CITY OF MAIZE, KANSAS.

WHEREAS, the following described land adjoins the City of Maize, Kansas (the City);

WHEREAS, a written consent to annexation of the following described land, signed by the owner of record thereof, has been filed with the City pursuant to K.S. A. 12-520; and

WHEREAS, the governing body of the City finds it advisable to annex the below described land.

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

Section 1. Annexation. The following described land is annexed and made a part of the City of Maize, to-wit:

The E ½ SE ¼ LY S RR ROW EXC N 687 FT & EXC S 417.4 FT
E 521.75 FT & EXC RDS. SEC 13-26-2W

The SW ¼ SE ¼ SEC 13-26-2W

Section 2. Publication. This ordinance shall be published once in the official City newspaper.

Section 3. Effective Date. This Ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the City Council and Approved by the Mayor on the 4th day of August, 2014.

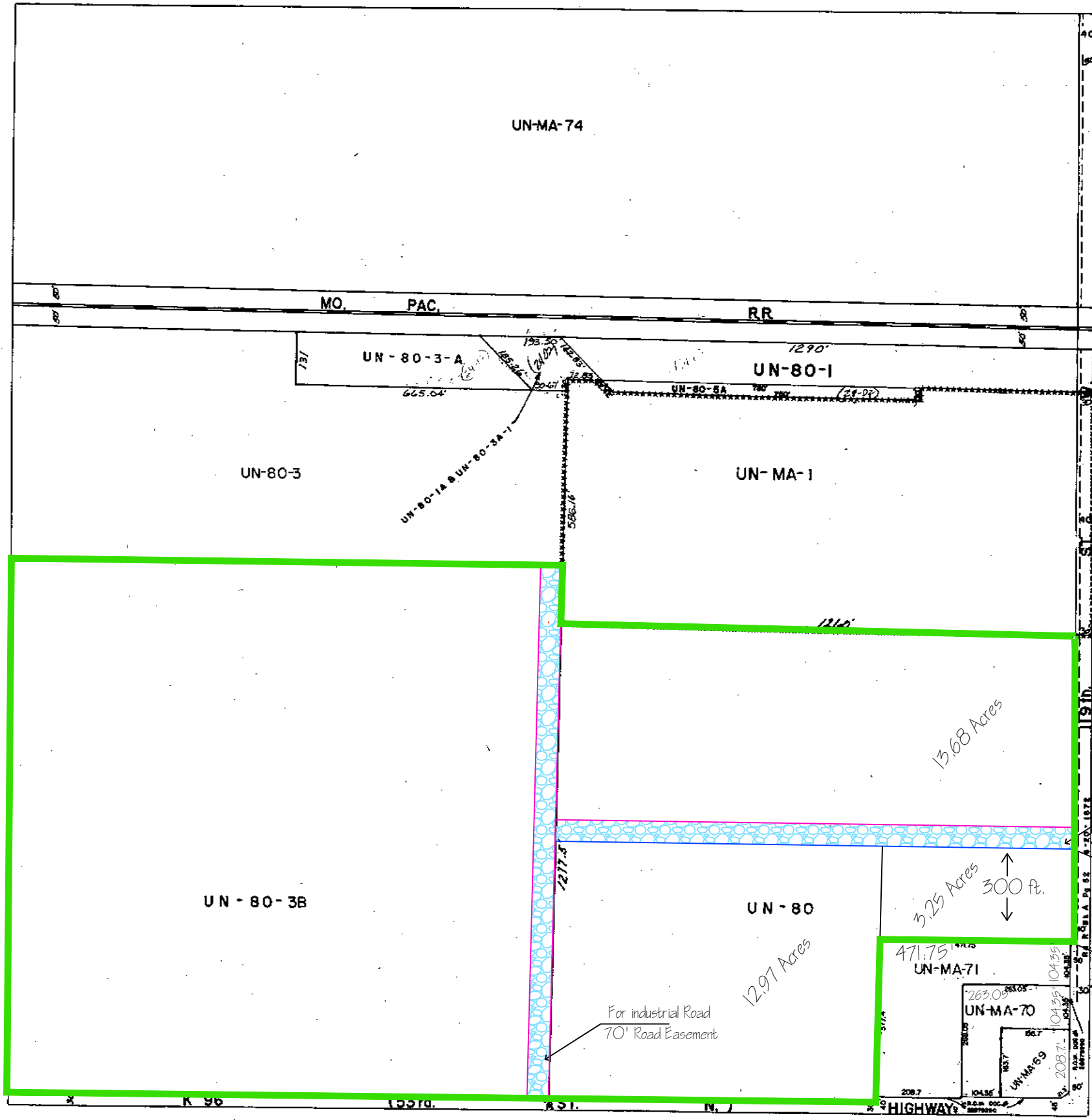
CLAIR DONNELLY, Mayor

ATTEST:

JOCELYN REID, City Clerk

S.E. ¼ SEC. 13, TWP. 26 S. R. 2 W

UN 51



For industrial Road
70' Road Easement

Easement Pin at 717 ft.

Easement Pin at 417.4 ft.

SEDGWICK COUNTY CLERK

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 4, 2014**

AGENDA ITEM #5C

ITEM: WENINGER LEASE PURCHASE EASEMENT AGREEMENT

BACKGROUND:

The City of Maize has received a written consent to annex the Weninger Property located at the N/W corner of 53rd & 119th Streets. Map included under item 5B.

By consenting to be annexed the city will enter into a lease purchase agreement for a roadway and utility easements as depicted on map.

For the right of the roadway/utility easement and consenting to annexation, the city will annually pay an amount equal to the Maize ad valorem tax resulting from the annexation of this property. This will be paid for up to ten years or until the property is sold or platted. If the property is sold or platted, it will no longer be eligible to receive this benefit.

FINANCIAL CONSIDERATIONS:

The amount equal to the city ad valorem tax on the property will be paid, upon receiving a paid receipt from the property owner, after December 10th of each year. It is estimated this amount for the 68.98 acres will be approximately \$736 in 2014. The city will be given the additional asset valuation of the property.

LEGAL CONSIDERATIONS:

The City Attorney approved the agreement as to form.

RECOMMENDATION/ACTION:

Approve the Jerome C. Weninger and the Jerome C. & Lynda Weninger Lease Purchase Easement Agreements and authorize the Mayor to sign.

**JEROME C. WENINGER AND LYNDA WENINGER
LEASE PURCHASE EASEMENT AGREEMENT**

THIS LEASE PURCHASE EASEMENT AGREEMENT (the "Lease") is entered into on this ____ day of _____, 2014, by and between Jerome C. Weninger and Lynda Weninger, his wife (the "Lessors") and the City of Maize, Kansas, a municipal corporation existing and operating under the laws of the State of Kansas (the "Lessee").

RECITALS:

The Lessors are the fee title owners of the following described land, to-wit:

E1/2 SE1/4 LY S RR ROW EXC N 687 FT & EXC S 417.4 FT E 521.75 FT &
EXC RDS. SEC 13-26-2W

(the "Property"); and,

The Lessee desires to install, construct, operate and maintain a public street and utility right-of-way within an area located within Property that is legally described as follows, to-wit:

A 70 foot road right-of-way starting at a point 717 feet North of the SE Corner of the Southeast ¼ Section 13, Township 26 South, Range 2 West, thence West 1,260 feet, thence North 70 feet, thence East 1,260 feet, thence South 70 feet to point of beginning,

(the "Lease Purchase Easement Area"); and,

The Lessee finds that it is in the public's interest and welfare for the Lessee to enter into this Lease; and

The Lessors are willing to enter into this Lease upon the terms and conditions set forth herein.

The Lessors and the Lessee agree as follows:

Section 1. Premises. The Lessors lease the Lease Purchase Easement Area for uses set forth below.

Section 2. Use. The Lease Purchase Easement Area will be used by the Lessee for purposes of installing, constructing, operating, maintaining, repairing and replacing a public street and a utility easement for public utility lines over, under and across the Lease Purchase Easement Area.

Section 3. Lease Term.

(a) The term of this Lease will commence as of _____, 2014 (the “Commencement Date”) and will end on December 31, 2024 (the “Termination Date”) (the period from the Commencement Date to the Termination Date being the “Lease Term”) unless otherwise terminated as provided hereinafter.

(b) This Lease will terminate earlier than December 31, 2024, upon the earliest occurrence of any of the following events: (i) upon the sale or the platting of the Property or any part thereof; or (ii) upon a termination under Section 8 of this Lease.

Section 4. Rent. The Lessee and the Lessors understand and intend that the obligation of the Lessee to make the rent payment under this Lease will constitute a current expense of the Lessee and will not in any way be construed as a debt of the Lessee in contradiction of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Lessee, nor will anything contained herein constitute a pledge of the general tax revenues, funds or monies of the Lessee to the payment of the rent; and subject to the foregoing and subject to the contingency set forth below, the Lessee will make the rent payments to the Lessors in the amounts, and at times and in the manner set forth in this Lease, said amounts constituting in the aggregate the total of the rent payable under the Lease as follows:

The Lessee agrees to pay exclusively from available funds, on each December 31st of each year during the term of this Lease, an amount that is equal to the portion of ad valorem taxes assessed by the City against the Property in the tax year the rent payment is being made. The obligation to pay rent that equals the portion of ad valorem taxes assessed by the City against the Property in the year the rent payment is being made is contingent upon the payment by Lessee of ad valorem taxes assessed against the Property in the year the rent payment is due to be made.

Section 5. Transfer of Easement. Upon the payment by the Lessee of all of the rent payments due under Section 4 herein or upon the sale or the platting of the Property or any part thereof, whichever comes first, the “Easement Dedication” attached hereto as Attachment “A” (the executed original of which will be held by the Lessee) will be filed of record by the Lessee with the Sedgwick County Register of Deeds. The Easement Dedication will be deemed to be delivered in accordance with this Section 5 at the time it is filed with the Sedgwick County Register of Deeds. This Lease will terminate upon the filing of the Easement Dedication with the Sedgwick County Register of Deeds. The Easement Dedication will be returned to Lessor if this Lease is terminated under Section 8 of this Lease.

Section 6. Maintenance and Operation. The Lessee, at its own cost and expense, will maintain or cause to be maintained the public street and public utilities in good condition and repair that are installed and constructed by Lessee into the Lease Purchase Easement Area.

Section 7. Quiet Enjoyment. The parties hereto mutually covenant and agree that the Lessee, by keeping and performing the covenants and agreements herein contained, will at all times

during the Lease Term, peacefully and quietly have, hold and enjoy the Lease Purchase Easement Area.

Section 8. Default.

(a) The Lessors may declare a default of the Lease under the following circumstances: (i) the Lessee fails to pay rent payments when due and Lessors thereafter give written notice to Lessee to pay the rent and the rent remains unpaid for thirty (30) days after such notice is given to Lessee; or (ii) the Lessee violates any term, covenant or condition of this Lease and the Lessors give written notice to Lessee of such violation and Lessee fails to correct the violation within sixty (60) days after receiving such notice.

(b) The Lessors' sole remedy upon the occurrence of a default under this Section 8 will be to terminate this Lease by giving the Lessee written notice of such termination. Upon termination of this Lease, the Lessee will vacate the Lease Purchase Easement Area and the Lessee's rights to use the Lease Purchase Easement Area will cease. The Lessee will not be obligated to pay any additional rent upon such termination. The Lessors will keep rental payments paid to the date of the termination.

Section 9. Law Governing. This Lease is made in the State of Kansas under the constitution and laws of the State of Kansas and is to be so construed.

Section 10. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other will be in writing and will be sufficiently given and served upon the other party if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

If to the Lessee: City of Maize, Kansas
 PO Box 245
 10100 West Grady Avenue
 Maize, Kansas 67101
 Attention: City Clerk

If to the Lessors: Jerome C. Weninger and/or Lynda Weninger
 16510 W. 48th Circle
 Colwich, KS 67030

Section 11. Waiver. The waiver by the Lessors of any breach by the Lessee of any term, covenant or condition hereof will not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 12. Taxes. The Lessors will be responsible and liable for the payment of ad valorem taxes imposed upon the Property and upon the Lease Purchase Easement Area and all such ad valorem taxes will be paid in a timely manner as due.

Section 13. Lessor/Lessee Relationship. Nothing contained herein will be deemed or construed by the parties hereto, or by any third party, as creating a relationship of principal and agent, or partnership or joint venture between the parties hereto. It is understood and agreed that the relationship hereunder created is that of Lessors and Lessee.

Section 14. Brokers. The Lessors and the Lessee each represent and warrant that no broker has represented either party in obtaining this Lease.

Section 15. Successors and Assigns. This Lease will be binding and inure to the benefit of the parties hereto, their respective successors and assigns.

Section 16. Partial Invalidity. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances will, at any time, or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application thereof to persons or circumstances other than those as to which are held invalid or unenforceable, will not be affected thereby, and each term, covenant, condition and provision of this Lease not so effected will be valid and enforced to the fullest extent permitted by law.

Section 17. Entire Agreement. This Lease contains the entire understanding of the parties and can only be modified in writing by both parties to this Lease.

Section 18. Section Headings and Recital. The section headings are for the convenience of reference only and will not be treated as part of this Lease or affecting the true meaning of the provisions hereof. The recitals to this Lease and the terms and conditions therein are enforceable.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Lease as of the date first above written.

LESSORS

Jerome C. Weninger

Lynda Weninger

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2014, by JEROME C. WENINGER and LYNDA WENINGER, his wife.

Notary Public

My Appointment Expires:

LESSEE

CITY OF MAIZE, KANSAS

Clair Donnelly, Mayor

ATTEST:

Jocelyn Reid, City Clerk

STATE OF KANSAS)

) ss.

SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Clair Donnelly, Mayor and Jocelyn Reid, City Clerk of the City of Maize, Kansas.

Notary Public

My appointment expires:

Attachment "A"

EASEMENT DEDICATION

THIS EASEMENT DEDICATION made this ____ day of _____, 2014 by and between Jerome C. Weninger and Lynda Weninger, his wife, party of the first part, and the City of Maize, Sedgwick County, Kansas, party of the second part.

WITNESSETH:

The first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining and repairing a public roadway and public utilities along, across, over and under the following described real estate situated in Sedgwick County, Kansas, to-wit:

A 70' road right-of-way starting at a point 717' North of the SE Corner of the Southeast ¼ Section 13, Township 26 South, Range 2 West, thence West 1,260', thence North 70', thence East 1,260', thence South 70' to point of beginning.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing roadway and public utilities.

IN WITNESS WHEREOF, the he said first party has signed these presents the day and year first written.

JEROME C. WENINGER

LYNDA WENINGER

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2014, by JEROME C. WENINGER and LYNDA WENINGER, his wife.

Notary Public

My Appointment Expires:

**JEROME C. WENINGER AND LYNDA WENINGER
LEASE PURCHASE EASEMENT AGREEMENT**

THIS LEASE PURCHASE EASEMENT AGREEMENT (the "Lease") is entered into on this ____ day of _____, 2014, by and between Jerome C. Weninger and Lynda Weninger, his wife (the "Lessors") and the City of Maize, Kansas, a municipal corporation existing and operating under the laws of the State of Kansas (the "Lessee").

RECITALS:

The Lessors are the fee title owners of the following described land, to-wit:

The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 13, Township 26 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas,

(the "Property"); and,

The Lessee desires to install, construct, operate and maintain a public street and utility right-of-way within an area located within Property that is legally described as follows, to-wit:

A 70.00 foot road right-of-way on the East 70.00 feet of the SW/4 of the SE/4, Section 13, Township 26 South, Range 2 West of the 6th Principal Meridian, Sedgwick County, Kansas;

(the "Lease Purchase Easement Area"); and,

The Lessee finds that it is in the public's interest and welfare for the Lessee to enter into this Lease; and

The Lessors are willing to enter into this Lease upon the terms and conditions set forth herein.

The Lessors and the Lessee agree as follows:

Section 1. Premises. Lessors lease the Lease Purchase Easement Area for uses hereinafter set forth.

Section 2. Use. The Lease Purchase Easement Area will be used by the Lessee for purposes of installing, constructing, operating, maintaining, repairing and replacing a public street and a utility easement for public utility lines over, under and across the Lease Purchase Easement Area.

Section 3. Lease Term.

(a) The term of this Lease will commence as of _____, 2014 (the “Commencement Date”) and will end on December 31, 2024 (the “Termination Date”) (the period from the Commencement Date to the Termination Date being the “Lease Term”) unless otherwise terminated as provided hereinafter.

(b) This Lease will terminate earlier than December 31, 2024, upon the earliest occurrence of any of the following events: (i) upon the sale or the platting of the Property or any part thereof; or (ii) upon a termination under Section 8 herein.

Section 4. Rent. The Lessee and the Lessors understand and intend that the obligation of the Lessee to make the rent payment under this Lease will constitute a current expense of the Lessee and will not in any way be construed as a debt of the Lessee in contradiction of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Lessee, nor will anything contained herein constitute a pledge of the general tax revenues, funds or monies of the Lessee to the payment of the rent; and subject to the foregoing and subject to the contingency set forth below, the Lessee will make rent payments to the Lessors in the amounts, and at times and in the manner set forth in this Lease, said amounts constituting in the aggregate the total of the rent payable under the Lease as follows:

The Lessee agrees to pay exclusively from available funds, on each December 31st of each year during the term of this Lease, an amount that is equal to the portion of ad valorem taxes assessed by the City against the Property in the tax year the rent payment is being made. The obligation to pay rent that equals the portion of ad valorem taxes assessed by the City against the Property in the year the rent payment is being made is contingent upon the payment by Lessee of ad valorem taxes assessed against the Property in the year the rent payment is due to be made.

Section 5. Transfer of Easement. Upon the payment by the Lessee of all of the rent payments due under Section 4 herein or upon the sale or the platting of the Property, whichever comes first, the “Easement Dedication” attached hereto as Attachment “A” (the executed original of which will be held by the Lessee) will be filed of record by the Lessee with the Sedgwick County Register of Deeds. The Easement Dedication will be deemed to be delivered in accordance with this Section 5 at the time it is filed with the Sedgwick County Register of Deeds. This Lease will terminate upon the filing of the Easement Dedication with the Sedgwick County Register of Deeds. The Easement Dedication will be returned to Lessor if this Lease is terminated under Section 8 of this Lease.

Section 6. Maintenance and Operation. The Lessee, at its own cost and expense, will maintain or cause to be maintained the public street and public utilities in good condition and repair that are installed and constructed by Lessee into the Lease Purchase Easement Area.

Section 7. Quiet Enjoyment. The parties hereto mutually covenant and agree that the Lessee, by keeping and performing the covenants and agreements herein contained, will at all times

during the Lease Term, peacefully and quietly have, hold and enjoy the Lease Purchase Easement Area.

Section 8. Default.

(a) The Lessors may declare a default of the Lease under the following circumstances: (i) the Lessee fails to pay rent payments when due and Lessors thereafter give written notice to Lessee to pay the rent and the rent remains unpaid for thirty (30) days after such notice is given to Lessee; or (ii) the Lessee violates any term, covenant or condition of this Lease and the Lessors give written notice to Lessee of such violation and Lessee fails to correct the violation within sixty (60) days after receiving such notice.

(b) The Lessors' sole remedy upon the occurrence of a default under this Section 8 will be to terminate this Lease by giving the Lessee written notice of such termination. Upon termination of this Lease, the Lessee will vacate the Lease Purchase Easement Area and the Lessee's rights to use the Lease Purchase Easement Area will cease. The Lessee will not be obligated to pay any additional rent upon such termination. The Lessors will keep rental payments paid to the date of the termination.

Section 9. Law Governing. This Lease is made in the State of Kansas under the constitution and laws of the State of Kansas and is to be so construed.

Section 10. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other will be in writing and will be sufficiently given and served upon the other party if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

If to the Lessee: City of Maize, Kansas
 PO Box 245
 10100 West Grady Avenue
 Maize, Kansas 67101
 Attention: City Clerk

If to the Lessors: Jerome C. Weninger and/or Lynda Weninger
 16510 W. 48th Circle
 Colwich, KS 67030

Section 11. Waiver. The waiver by the Lessors of any breach by the Lessee of any term, covenant or condition hereof will not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 12. Taxes. The Lessors will be responsible and liable for the payment of ad valorem taxes imposed upon the Property and upon the Lease Purchase Easement Area and all such ad valorem taxes will be paid in a timely manner as due.

Section 13. Lessor/Lessee Relationship. Nothing contained herein will be deemed or construed by the parties hereto, or by any third party, as creating a relationship of principal and agent, or partnership or joint venture between the parties hereto. It is understood and agreed that the relationship hereunder created is that of Lessors and Lessee.

Section 14. Brokers. The Lessors and the Lessee each represent and warrant that no broker has represented either party in obtaining this Lease.

Section 15. Successors and Assigns. This Lease will be binding and inure to the benefit of the parties hereto, their respective successors and assigns.

Section 16. Partial Invalidity. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances will, at any time, or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application thereof to persons or circumstances other than those as to which are held invalid or unenforceable, will not be affected thereby, and each term, covenant, condition and provision of this Lease not so effected will be valid and enforced to the fullest extent permitted by law.

Section 17. Entire Agreement. This Lease contains the entire understanding of the parties and can only be modified in writing by both parties to this Lease.

Section 18. Section Headings and Recital. The section headings are for the convenience of reference only and will not be treated as part of this Lease or affecting the true meaning of the provisions hereof. The recitals to this Lease and the terms and conditions therein are enforceable.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Lease as of the date first above written.

LESSORS

Jerome C. Weninger

Lynda Weninger

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2014, by JEROME C. WENINGER and LYNDA WENINGER, his wife.

Notary Public

My Appointment Expires:

LESSEE

CITY OF MAIZE, KANSAS

Clair Donnelly, Mayor

ATTEST:

Jocelyn Reid, City Clerk

STATE OF KANSAS)

) ss.

SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Clair Donnelly, Mayor and Jocelyn Reid, City Clerk of the City of Maize, Kansas.

Notary Public

My appointment expires:

Attachment "A"

EASEMENT DEDICATION

THIS EASEMENT DEDICATION made this ____ day of _____, 2014 by and between Jerome C. Weninger and Lynda Weninger, his wife, party of the first part, and the City of Maize, Sedgwick County, Kansas, party of the second part.

WITNESSETH:

The first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining and repairing a public roadway and public utilities along, across, over and under the following described real estate situated in Sedgwick County, Kansas, to-wit:

A 70.00 foot permanent road right-of-way on the East 80.00 feet of SW/4 of the SE/4, Section 13, Township 26 South, Range 2 West of the 6th Principal Meridian, Sedgwick County, Kansas,

and said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing second party's utilities.

IN WITNESS WHEREOF, said first party has signed these presents the day and year first above written.

JEROME C. WENINGER

LYNDA WENINGER

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2014, by JEROME C. WENINGER and LYNDA WENINGER, his wife.

Notary Public

My Appointment Expires:

**MAIZE CITY COUNCIL
SPECIAL MEETING
MONDAY, AUGUST 5, 2014**

AGENDA ITEM #5D

ITEM: V-02-014 – Vacation of a portion of a drainage and utility easement at Watercress Village Addition.

BACKGROUND:

The applicant, Perfection Builders, has requested that a portion of a drainage and utility easement be vacated in order to allow for the construction of a single-family residence.

It has been determined that the portion of the easement that is being requested to be vacated is not being used and will not be needed in the future for either drainage or utility installation. All utility companies have verified that they do not have any facilities in this portion of the easement.

The Planning Commission voted unanimously at their July 17, 2014 meeting to recommend approval of the vacation request to the City Council. A copy of the staff report that was presented to the Planning Commission is attached for your review.

FINANCIAL CONSIDERATIONS:

None.

LEGAL CONSIDERATIONS:

Approved as to form.

RECOMMENDED ACTION:

Approve and authorize the mayor to sign the Vacation Order for the drainage and utility easement, authorize staff to file an amendment to the plat with the Sedgwick County Register of Deeds.

**BEFORE THE CITY COUNCIL OF THE
CITY OF MAIZE, SEDGWICK COUNTY, KANSAS**

IN THE MATTER OF THE VACATION OF

The drainage and utility easement described as)
The west 5 feet of Lot 19, Block 2, Watercress Village)
Second Addition, an addition to Maize, Sedgwick County,)
Kansas, EXCEPT; the south 15 feet, thereof,) Case No.
TOGETHER WITH;) V-02-014
The east 2 feet of Lots 1 and 2, Block 1, Watercress Village)
Third Addition, an addition to Maize, Sedgwick County,)
Kansas, EXCEPT; the south 15 feet of said Lot 1)

GENERALLY LOCATED

At the northwest corner of Goldenrod and Village Place

MORE FULLY DESCRIBED BELOW

VACATION ORDER

NOW on this 4th day of August, 2014 comes on for hearing the petition for vacation filed by Perfection Signature Properties, LLC praying for the vacation of the following described drainage and utility easement, towit:

The west 5 feet of Lot 19, Block 2, Watercress Village Second Addition, an addition to Maize, Sedgwick County, Kansas, EXCEPT; the south 15 feet, thereof, TOGETHER WITH;
The east 2 feet of Lots 1 and 2, Block 1, Watercress Village Third Addition, an addition to Maize, Sedgwick County, Kansas, EXCEPT; the south 15 feet of said Lot 1

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication as required by law, by publication in The Clarion on June 26, 2014, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described drainage and utility easement, and the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner, the prayer of the petition ought to be granted.
4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
5. The vacation of drainage and utility easement described herein should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 4th day of August, 2014 ordered that the above-described drainage and utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Clair Donnelly, Mayor

ATTEST:

Jocelyn Reid, City Clerk

Approved as to form:

Thomas J. Powell, City Attorney

STAFF REPORT

CASE NUMBER: V-02-014

OWNER/APPLICANT: Perfection Signature Properties, LLC
11828 W Central, Ste 124
Wichita, KS 67212

AGENT: MKEC Engineering, Inc.
c/o Joey Deneke
411 N Webb Road
Wichita, KS 67206

GENERAL LOCATION: West of the intersection of Goldenrod and Village Place

SITE LOCATION: Lots 1 and 2, Block 1, Watercress Village Third Addition
And
Lot 19, Block 2, Watercress Village Second Addition

CURRENT ZONING: PUD-02 Planned Unit Development

PROPOSED USE: Construction of single-family patio home

BACKGROUND: The applicant is requesting to vacate a portion of a 20-foot drainage and utility easement in order to complete construction of a patio home. This portion of the easement was not used for drainage and utility purposes for the development.

RECOMMENDATION: Staff recommends that the requested drainage and utility easement be vacated, subject to the following condition:

City Engineer shall approve of the reduction in drainage and utility easement area

Planning Commission Action

Having reviewed the above vacation request (V-02-014), I _____
move that the Planning Commission

Approve the vacation request subject to conditions and modifications as heretofore agreed upon and listed, based upon the findings of fact outlined above, or

Disapprove the vacation request for reasons heretofore agreed upon

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

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

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



Perfection Signature Properties LLC
11828 W. Central
Wichita, KS 67212

Perfection Signature Properties LLC
11828 W. Central
Wichita, KS 67212

Perfection Signature Properties LLC
11828 W. Central
Wichita, KS 67212



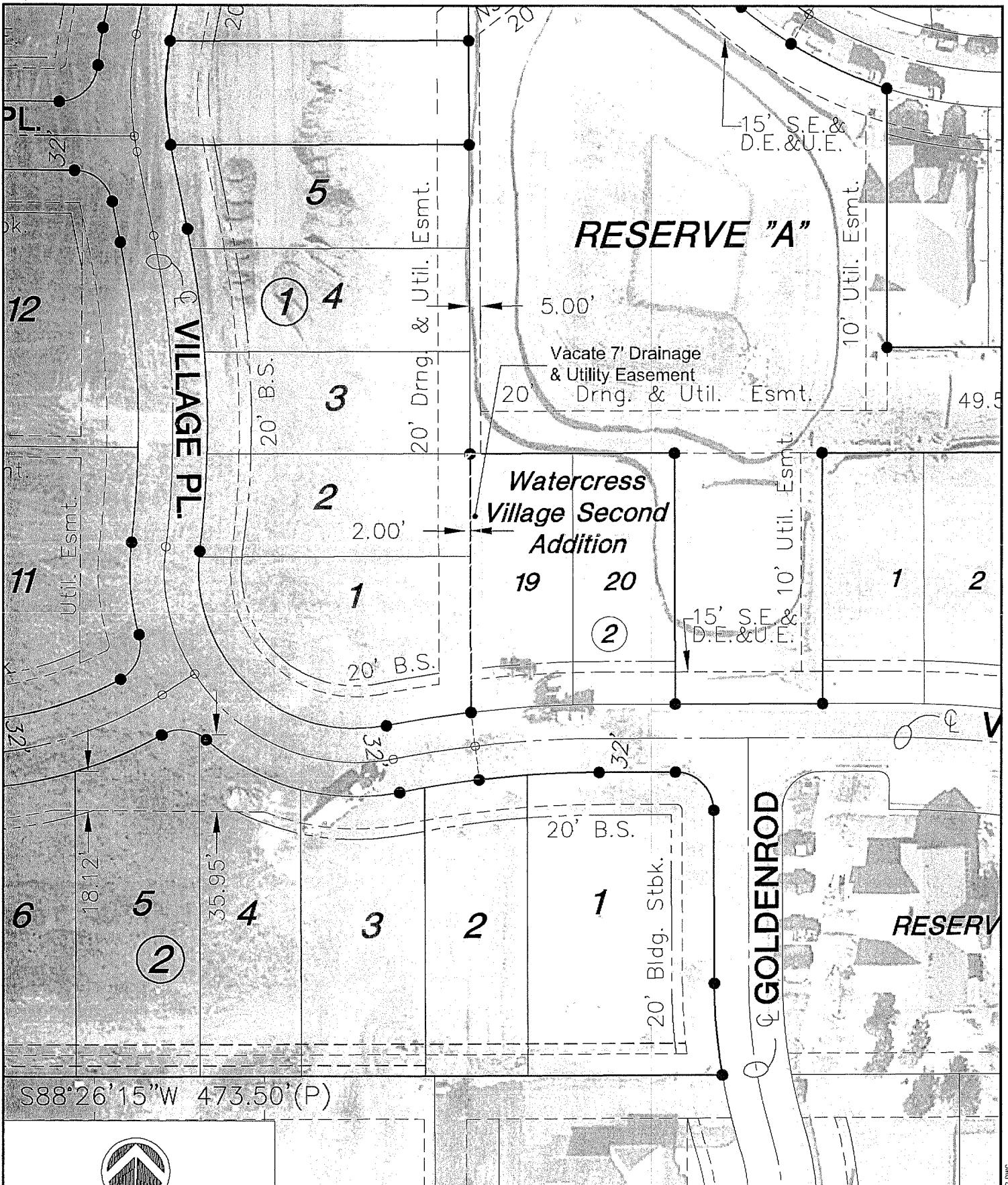
#63343
MKEC Engineering
4814 Rigdon Road
Wichita, KS 67212
These drawings and their contents, including but not limited to, all concepts, designs, & ideas are the exclusive property of MKEC Engineering (MKEC), and they may not be used or reproduced in any way without the express consent of MKEC.


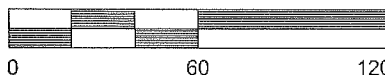


**WATERCRESS VILLAGE 2ND ADDITION
WATERCRESS VILLAGE 3RD ADDITION
OWNERSHIP LIST**

PROJECT NO. 08133	DATE: 5/20/2014	SHEET NO.
DRAWN BY: JGD	DESIGNED BY: JGD	APPROVED BY: BDL
		1 OF 1

Path: J:\Civil\08133\dwg\3rdAGSVVacation_Ownership.mxd - Date: 5/20/2014




NORTH
 SCALE: 1"=60'


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MKEC
 Wichita, KS • 316.684.9800

LOT 19, BLOCK 2, WATERCRESS VILLAGE 2ND LOTS 1 & 2, BLOCK 1, WATERCRESS VILLAGE 3RD VACATION EXHIBIT		
PROJECT NO. 08133	DATE: MAY 2014	SHEET NO.
DRAWN BY: JGD	DESIGNED BY: JGD	APPROVED BY: BDL
		1 OF 1

J:\CIVIL\081333.DWG PROP\08133\MACE2.DWG

MINUTES-REGULAR MEETING
MAIZE CEMETERY ASSOCIATION DISTRICT
MONDAY, JULY 21, 2014

The Maize Cemetery Association District was called to order at 7:35 p.m., on Monday, July 21, 2014, for a Regular Meeting with *Karen Fitzmier* presiding. The following Maize Cemetery Association district board members were present, *Karen Fitzmier, Pat Stivers, Alex McCreath* and *Clair Donnelly*. The following board member was not present: *Donna Clasen*.

Also present were *Sue Villarreal*, Recording Secretary; *Richard LaMunyon*, City Administrator, *Rebecca Bouska*, Deputy City Administrator and *Jocelyn Reid*, City Clerk.

APPROVAL OF AGENDA:

The agenda was submitted for approval.

MOTION: *Donnelly* moved to approve the agenda as presented.
Stivers seconded. Motion carried.

APPROVAL OF MINUTES:

Approval of Minutes – Board Meeting of July 29, 2013.

MOTION: *Donnelly* moved to approve the July 29, 2013 minutes as presented.
McCreath seconded. Motion carried.

RE-APPOINTMENT OF 4-YEAR TERM/ ELECTION OF OFFICERS:

MOTION: moved to re-appoint *Clair Donnelly* to a 4-year term expiring August 2018 and to nominate the following officers to their current positions as follows:

Chairperson – *Karen Fitzmier*
Vice-chairperson – *Donna Clasen*
Trustee – *Clair Donnelly*
Trustee – *Pat Stivers*
Trustee – *Alex McCreath*
McCreath seconded. Motion carried

LOT FEE INCREASE

MOTION: *McCreath* moved to raise the Maize Park Cemetery Lot Fees to \$800 for individuals living in the taxing district and \$1200 for individuals living out of the taxing district with an effective date of August 1, 2014.
Stivers seconded. Motion carried.

PROPOSED 2015 BUDGET FOR PUBLICATION:

The proposed 2015 Budget was submitted for Board approval.

MOTION: *Donnelly* moved to authorize publication of the proposed 2015 Budget in The Clarion and set the public hearing on the proposed budget for Monday, August 4, 2014 at 7:00 p.m.
Stivers seconded. Motion carried.

ADJOURNMENT:

7:55 P.M.

MOTION: *Stivers* moved to adjourn.
McCreath seconded. Motion Carried.

**MAIZE PARK CEMETERY BOARD
SPECIAL MEETING
MONDAY, AUGUST 4, 2014**

AGENDA ITEM #6A

ITEM: ADOPTION OF THE 2015 CEMETERY BUDGET

BACKGROUND:

On July 21, 2014 the Maize Park Cemetery Board accepted the proposed 2015 budget as presented.

In accordance with State law, the 2015 proposed budget and notice of a public hearing was published in The Clarion on July 24, 2014.

In order to comply with submittal dates to the State and County, the Council is required to adopt a final budget for 2015.

FINANCIAL CONSIDERATIONS:

The final mill levy for the 2015 budget will be approximately 0.139
The final 2014 mill levy was 0.141

LEGAL CONSIDERATIONS:

The 2015 proposed cemetery budget time-line and open meeting process is in compliance with state law and the required forms have been utilized.

RECOMMENDATION/ACTION:

Adopt the 2015 Budget for the Maize Park Cemetery and submit to the Sedgwick County Clerk.



"Where Community Counts"

TO: City Council
FROM: Sue Villarreal
 City Treasurer
DATE: July 14, 2014
RE: Maize Park Cemetery 2014 2nd Quarter Memo

(2014 Jan1-June 30)

There were 13 burials
 10/13 lots had been purchased previously
 3 lots were purchased for burial

<u>REVENUE</u>		Beginning Cash 1/1/2014	161878.82
Plot Fees	14850.00	Revenue	26245.04
Opening & Closing Fees	4100.00	Expenditures	- <u>21544.86</u>
Stone Sets	300.00	Ending Cash 6/30/2014	166579.00
Ad Valorem Taxes	6391.45		
Motor Vehicle Taxes	305.66		
Delinquent Taxes	169.52		
Interest	<u>128.41</u>		
<i>Total</i>	26245.04		

EXPENDITURES

Wages	7878.76
Operating Expenses	<u>13666.10</u>
<i>Total</i>	21544.86

FIVE YEAR PLAN

Some revisions are being made to the 5 year plan to prioritize upgrades for the new addition.

FENCING

Fencing has been completed along the north entrance.

ENTRANCE

Concrete approach has been upgraded and new culverts added on the East entrance.

CERTIFICATE

To the Clerk of Sedgwick, State of Kansas

We, the undersigned, officers of

Maize Park Cemetery

certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted
maximum expenditures for the various funds for the year 2015; and (3) the
Amount(s) of 2014 Ad Valorem Tax are within statutory limitations for the 2015 Budget.

Table of Contents:		Page No.	2015 Adopted Budget		
			Budget Authority for Expenditures	Amount of 2014 Ad Valorem Tax	County Clerk's Use Only
Computation to Determine Limit for 2015		2			
Allocation MVT, RVT,16/20M Vehicle Tax		3			
Schedule of Transfers		4			
Statement of Indebt. & Lease/Purchase		5			
Fund	K.S.A.				
General	0	6	139,901	7,435	
Debt Service	10-113				
Totals		xxxxxxx	139,901	7,435	
Budget Summary		7	Vote publication required?	No	County Clerk's Use Only
Neighborhood Revitalization Rebate					
					Nov. 1, 2014 Total Assessed Valuation

Assisted by:

Address:

Email:

Attest: _____, 2014

County Clerk

Governing Body

NOTICE OF BUDGET HEARING

State of Kansas
Special District
2015

The governing body of
Maize Park Cemetery
Sedgwick

will meet on August 4, 2014 at 7:00 p.m. at Maize City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to levied. Detailed budget information is available at 10100 Grady Avenue and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2015 Expenditures and Amount of 2014 Ad Valorem Tax establish the maximum limits of the 2015 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual 2013		Current Year Estimate for 2014		Proposed Budget Year for 2015		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2014 Ad Valorem Tax	Estimate Tax Rate*
General	26,550	0.141	65,269	0.141	139,901	7,435	0.139
Debt Service							
Totals	26,550	0.141	65,269	0.141	139,901	7,435	0.139
Less: Transfers	0		0		0		
Net Expenditures	26,550		65,269		139,901		
Total Tax Levied	6,404		6,824		xxxxxxxxxxxxxxxxxxx		
Assessed Valuation	45,333,133		48,292,429		53,490,375		

Outstanding Indebtedness,

	2012	2013	2014
Jan 1,	0	0	0
G.O. Bonds	0	0	0
Revenue Bonds	0	0	0
Other	0	0	0
Lease Pur. Princ.	0	0	0
Total	0	0	0

*Tax rates are expressed in mills.

Maize Park Cemetery District

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