

**MEETING NOTICE  
MAIZE CITY COUNCIL  
REGULAR MEETING**

**TIME: 7:00 P.M.**  
**DATE: MONDAY, OCTOBER 16, 2017**  
**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
- 5a) Public Hearing –Shuttle Aerospace Industrial Revenue Bonds
- 6) Consent Agenda
  - a. Approval of Minutes – Regular Council Meeting of September 18, 2017.
  - b. Cash Disbursements from September 1, 2017 thru September 30, 2017 in the amount of \$1,874,227.05 (Check #65329 thru #65466).
- 7) Old Business
  - A. Fireworks Ordinance
- 8) New Business
  - A. 119<sup>th</sup> Street Water Project Authorization Resolution
  - B. 2017 Temporary Notes Series A
  - C. Shuttle Aerospace Resolution of Intent
  - D. McCullough Excavation Contract
  - E. Accept 2017 Amended Budget & Set Public Hearing
  - F. WAMPO Service Agreements
  - G. Housing Incentive Policy
  - H. Utility Extension Benefit Fee Ordinance
- 9) Reports
  - Police
  - Public Works
  - City Engineer

**City Council Meeting**

**October 16, 2017**

**Page 2**

- 9) Reports (continued)
  - Planning & Zoning
  - City Clerk
  - Legal
  - Operations
  - Mayor's Report
  - Council Member's Reports
  
- 10) Executive Session
  
- 11) Adjournment

**MINUTES-REGULAR MEETING  
MAIZE CITY COUNCIL  
Monday, September 18, 2017**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **September 18, 2017** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Kevin Reid, Donna Clasen** and **Pat Stivers** and **Karen Fitzmier**. **Alex McCreath** was absent.

Also present were: **Richard LaMunyon**, City Administrator, **Rebecca Bouska**, Deputy City Administrator, **Sue Villarreal**, Deputy City Clerk, **Matt Jensby**, Police Chief, **Ron Smothers**, Public Works Director, **Bill McKinley**, City Engineer; **Ken Lee**, Ruggles & Bohm; **Phil Meyer**, Baughman Co.; and **Tom Powell**, City Attorney.

**APPROVAL OF AGENDA:**

The Agenda was submitted for 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:

- a) Approval of minutes –Regular Council Meeting of August 21, 2017
- b) Receive and file minutes from Park and Tree Board Meeting of June 13, 2017
- c) Cash Disbursements from August 1, 2017 through August 31, 2017 in the amount of \$1,446,578.64 (Check #65113 thru #65328)

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

**FIREWORKS ORDINANCE:**

Fireworks Ordinance #932 was submitted for review of amended Section 701 (d).

**Shane Grabel**, 1303 E 61<sup>st</sup> Street North, Wichita, stated the sales for Maize Women’s Basketball were down.

**Mary Belton**, 10009 Lakelane, Maize, stated that the Lions Club is classified a s a 501-C4 in which all money received goes back to the community. Having a fourth location on Maize road is the primary reason their sales declined.

**Joanna Kilgore**, Moxie Junction, 319 S Park, Maize, stated that as a business owner she supports the Lions Club because they support the entire community.

**Larry Zimmerman**, Lions Club President, 6 South Main, Goddard, stated that the Lions Club gives back to the community through various programs and scholarships.

**MOTION:** **Fitzmier** moved to defer the issue until the October 16<sup>th</sup> meeting and asked staff to request additional financial information from all permit holders.  
**Reid** seconded. Motion declared carried.

**CITY WATER IMPROVEMENT PROJECT:**

The 119<sup>th</sup> Street Waterline Improvement plan was presented to Council. The proposed plan will provide a second source of water to the industrial park as well as a second water source to enhance the overall city water system.

**MOTION:** **Stivers** moved to approve staff to move forward, draft contract and begin bid process for the 119<sup>th</sup> Street Waterline Improvement Project.  
**Reid** seconded. Motion declared carried.

**CYPRESS POINT PLAT:**

The final plat for Cypress Point Addition was presented for Council approval.

**MOTION:** *Stivers* moved to accept the Cypress Point Addition final plat and file with the County Register of Deeds.  
*Reid* seconded. Motion declared carried.

**CYPRESS POINT PETITIONS AND RESOLUTIONS OF ADVISABILITY:**

Cypress Point Addition petitions for improvements were submitted for Council approval.

**MOTION:** *Stivers* moved to accept the petitions for Cypress Point Addition in the amount of \$1,854,000 and adopt the Resolutions of Advisability.  
*Fitzmier* seconded. Motion declared carried.

*City Clerk assigned Resolution #594-17 Paving, #595-17 Water, #596-17 Sewer.*

**EXECUTIVE SESSION:**

*Mayor Donnelly* requested a 5-minute executive session to discuss non-elected personnel.

**MOTION:** *Clasen* moved to enter executive session from 9:05 pm until 9:10 pm to discuss non-elected personnel.  
*Fitzmier* seconded.

Council entered executive session at 9:05 pm reconvened the regular meeting at 9:07 pm.

**CITY ATTORNEY SALARY**

**MOTION:** *Fitzmier* moved to increase the City Attorney's annual salary to \$45,000.00 beginning October 1, 2017.  
*Clasen* seconded. Motion declared carried.

**ADJOURNMENT:**

With no further business before the Council,

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

**Respectfully submitted by:**

Sue Villarreal, Deputy City Clerk



**CITY OF MAIZE**  
**Bank Reconciliation Report**  
**For September 2017**

**Fund Balances**

FUND	NAME	BEGIN			END	
		PERIOD	RECEIPTS	DISBURSEMENTS	PERIOD	
01	General Fund	\$ 528,984.81	\$ 205,701.74	\$ 342,150.09	\$ 392,536.46	
02	Street Fund	162,413.78	4,836.78	5,191.88	162,058.68	
04	Capital Improvements Fund	(72,741.00)	104,112.91	-	31,371.91	
05	Long-Term Projects	(623,129.04)	-	732,340.06	(1,355,469.10)	
10	Equipment Reserve Fund	88,136.33	11,724.68	12,825.93	87,035.08	
11	Police Training Fund	7,585.90	550.50	-	8,136.40	
12	Municipal Court Fund	33,644.10	5,260.00	-	38,904.10	
16	Bond & Interest Fund	395,859.94	120,067.91	708,662.50	(192,734.65)	
19	Wastewater Reserve Fund	210,840.03	6,699.04	-	217,539.07	
20	Wastewater Treatment Fund	784,397.99	67,376.07	61,693.66	790,080.40	
21	Water Fund	601,528.49	61,303.65	53,362.58	609,469.56	
22	Water Reserve Fund	188,961.31	3,000.00	-	191,961.31	
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00	
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09	
32	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57	
38	Cafeteria Plan	4,703.12	1,730.00	2,250.89	4,182.23	
98	Maize Cemetery	124,490.37	3,689.07	5,727.94	122,451.50	
<b>Totals All Fund</b>		<b>\$ 2,853,880.79</b>	<b>\$ 596,052.35</b>	<b>\$ 1,924,205.53</b>	<b>\$ 1,525,727.61</b>	

**Bank Accounts and Adjustments**

Halstead Checking Account	\$ 294,922.13	\$ 1,366,877.01	\$ 1,180,101.19	\$ 481,697.95
Outstanding Items				\$ (804,807.37)
Halstead Bank Money Market Account	2,524,359.38	2,026.15	800,000.00	1,726,385.53
Maize Cemetery CD 85071	77,072.26	-	-	77,072.26
Maize Cemetery Operations	47,418.11	3,689.07	5,727.94	45,379.24
<b>Totals All Banks</b>	<b>\$ 2,943,771.88</b>	<b>\$ 1,372,592.23</b>	<b>\$ 1,985,829.13</b>	<b>\$ 1,525,727.61</b>

**CITY OF MAIZE**  
**Cash and Budget Position**  
**Thru September 30, 2017**

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	\$ 528,984.81	\$ 205,701.74	\$ 342,150.09	\$ 392,536.46	\$ 3,375,058.00	\$ 3,010,960.99	\$ 2,845,767.72	\$ 529,290.28	15.68%
02	Street Fund	162,413.78	4,836.78	5,191.88	162,058.68	308,050.00	241,142.63	232,844.18	75,205.82	24.41%
04	Capital Improvements Fund	(72,741.00)	104,112.91	-	31,371.91	650,000.00	416,630.59	473,508.09	176,491.91	27.15%
05	Long-Term Projects	(623,129.04)	-	732,340.06	(1,355,469.10)	-	513,620.30	1,800,562.70		
10	Equipment Reserve	88,136.33	11,724.68	12,825.93	87,035.08	136,000.00	105,568.59	114,872.80	21,127.20	15.53%
11	Police Training Fund	7,585.90	550.50	-	8,136.40	2,000.00	5,840.50	1,250.94	749.06	37.45%
12	Municipal Court Fund	33,644.10	5,260.00	-	38,904.10	-	26,400.72	14,909.43		
16	Bond & Interest Fund	395,859.94	120,067.91	708,662.50	(192,734.65)	2,425,096.00	1,993,779.93	2,304,661.41	120,434.59	4.97%
19	Wastewater Reserve Fund	210,840.03	6,699.04	-	217,539.07	-	59,802.57	10,261.76		
20	Wastewater Treatment Fund	784,397.99	67,376.07	61,693.66	790,080.40	768,863.00	670,095.70	601,596.37	167,266.63	21.76%
21	Water Fund	601,528.49	61,303.65	53,362.58	609,469.56	779,925.00	711,890.84	635,986.76	143,938.24	18.46%
22	Water Reserve Fund	188,961.31	3,000.00	-	191,961.31	-	27,000.00	6,187.50		
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00	-	-	-		
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09	-	-	-		
32	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57	-	-	-		
38	Cafeteria Plan	4,703.12	1,730.00	2,250.89	4,182.23	-	13,894.57	8,781.80		
98	Maize Cemetery	124,490.37	3,689.07	5,727.94	122,451.50	150,948.00	22,430.96	47,336.17	103,611.83	68.64%
<b>Report Totals</b>		<b>\$ 2,853,880.79</b>	<b>\$ 596,052.35</b>	<b>\$ 1,924,205.53</b>	<b>\$ 1,525,727.61</b>	<b>\$ 8,595,940.00</b>	<b>\$ 7,819,058.89</b>	<b>\$ 9,098,527.63</b>	<b>\$ 1,338,115.56</b>	<b>15.57%</b>



**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, October 16, 2017**

**AGENDA ITEM #7A**

**ITEM:        Fireworks Permit Ordinance**

**BACKGROUND:**

On April 10, 2017 Council adopted Ordinance #932 amending Section 701 (d) of the City. This allowed an additional fireworks stand on Maize Road, increasing the total number of stands allowed in the City to seven. The additional stand would join the three grand-fathered locations on Maize Road (*Lions Club, Ark Church and the Methodist Church*).

There were two applicants for the additional Maize Road location:

- Maize Booster Club (formerly located on 37<sup>th</sup> Street, west of Maize Road)
- Maize Education Foundation (a new applicant).

Staff conducted a lottery drawing and the Maize Booster Club was allowed to relocate their existing stand to 3400 N. Maize Road.

The Maize Education Foundation located their stand at 6121 N 119<sup>th</sup> St W.

At the July 24, 2017 Council meeting representatives from the Maize Lions Club spoke to the Council expressing objections to the additional Maize Road fireworks stand. Council informed them the item was scheduled for reviewed in September 2017.

Financial information for 2015, 2016 & 2017 was requested from each permit holder. Responses were received from the Maize Lions Club and the Ark Church. This information was provided to the Council members.

At the September 18, 2017 Council Meeting the Maize Lions Club made a verbal presentation to the Council.

Council consideration was deferred until the October council meeting to allow for additional information from other permit holders.

City staff reached out to other permit holders requesting financial information they wish to offer.

As of this writing no additional information has been provided.

**FINANCIAL CONSIDERATIONS:**

The City receives a \$4,000 permit fee for each of the 7 authorized not-for-profit groups.

**LEGAL CONSIDERATIONS:**

None at this time

**RECOMMENDATION:**

Council Discretion

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, OCTOBER 16, 2017**

**AGENDA ITEM # 8A**

**ITEM:        119<sup>th</sup> Street Water Project Authorization Resolution**

**BACKGROUND**

As a condition of the Kyodo Yushi plant to located in Maize the City agreed to provide a second source of water to the industrial park in a timely manner. The original plan was to complete this in a two-phase operation. However the Fire Marshall placed some stringent and expensive fire suppression requirements on the Kyodo Yushi facility.

After review it was determined the cost effective way to build a system to satisfy all parties involved was to provide the 119<sup>th</sup> Street Water Project. It establishes a second water main source for the entire city and satisfies the need for additional future water demands. It also satisfies the fire suppression requirements for the Kyodo Yushi plant, along with future industrial park development.

This resolution authorizes the construction of waterline improvements on 119<sup>th</sup> Street from the existing northern well (*3400 N. 119<sup>th</sup> Street*) to 53<sup>rd</sup> Street North.

**FINANCIAL CONSIDERATIONS:**

The resolution authorizes the financing of costs associated with the Maize Road Project in a total amount not to exceed \$1,065,213.

Through a participation fee, Kyodo Yushi will pay 30% up to \$300,000 of the project cost and Worthington Cylinders will pay approximately \$30,000.

Revenue bonds issued at a later date will finance the remainder of the costs.

The recovery for remaining cost will come from the implementation of a "Main Benefit Fee" on all future additions in Maize. This is similar to the City of Wichita cost recovery policy.

While the City at large will benefit from this project the cost recovery will not be to existing costumers but on future growth.

**LEGAL CONSIDERATIONS:**

Bond Counsel reviewed, prepared and approved the Project Authorization Resolution as to form.

**RECOMMENDATION:**

Approve the resolution authorizing the financing of the 119<sup>th</sup> Street Water Project in an amount not to exceed \$1,065,213 and authorize the Mayor to sign.

**RESOLUTION NO. [\_\_]-17**

**A RESOLUTION OF THE CITY OF MAIZE, KANSAS, AUTHORIZING IMPROVEMENTS TO THE CITY PUBLIC WATER SUPPLY SYSTEM; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.**

**WHEREAS**, K.S.A. 65-163d through 65-163u, as amended (the “Act”), authorizes any municipality to acquire, construct, reconstruct, improve, equip, rehabilitate or extend all or any part of a public water supply system and to issue general obligation bonds to pay all or part of any costs thereof; and

**WHEREAS**, the City of Maize, Kansas (the “City”) is a municipality within the terms of the Act and operates a public water supply system, as said term is defined in the Act (the “System”); and

**WHEREAS**, the governing body of the City hereby finds and determines that it is necessary and advisable to improve the System and to provide for the payment of the costs thereof by the issuance of general obligation bonds.

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

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the System be improved by the installation of approximately 16,920 linear feet of water line improvements within the City, such improvements to be generally located along 119<sup>th</sup> Street and streets connecting therewith, and all appurtenances thereto (the “Project”).

**Section 2. Project Financing.** The estimated cost of the Project, including construction, engineering fees, acquisition of right-of-way and easements, contingencies and administrative expenses is \$1,065,213. All or a portion of the costs of the Project, interest on interim financing and associated financing costs, shall be payable from the proceeds of general obligation bonds of the City issued under authority of the Act (the “Bonds”).

**Section 3. Reimbursement.** The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 4. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED AND APPROVED** by the governing body of the City of Maize, Kansas, on October 16, 2017.

(Seal)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. [\_\_]-17 of the City of Maize, Kansas adopted by the governing body on October 16, 2017 as the same appears of record in my office.

DATED: October 16, 2017.

\_\_\_\_\_  
Clerk

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, OCTOBER 16, 2017**

**AGENDA ITEM #8B**

**ITEM:           SERIES 2017A TEMP NOTE**

**BACKGROUND:**

The city has identified certain projects for upcoming temp note financing:

<b>Description</b>	<b>Res. No.</b>	<b>Estimated Cost</b>	<b>Temp Note Amount</b>
Maize Industrial Park 2nd Addn - Water	592-17	\$60,200	\$57,707
Maize Industrial Park 2nd Addn - Sewer	593-17	\$75,800	\$72,661
Maize Industrial Park 2nd Addn - Paving	591-17	\$843,800	\$808,861
Eagles Nest Addition - Phase 2B - Water	585-16	\$123,000	\$117,907
Eagles Nest Addition - Phase 2B - Paving	586-16	\$422,000	\$404,526
Cypress Point - Water	595-17	\$138,000	\$132,286
Cypress Point - Sewer	596-17	\$694,000	\$665,264
Cypress Point - Paving	594-17	\$1,022,000	\$979,682
119th Street water line	[ ]-17	\$1,065,213	\$1,021,106
		<b>\$4,444,013</b>	<b>\$4,260,000</b>

**FINANCIAL CONSIDERATIONS:**

The “sale resolution” to be approved tonight would authorize the City to take bids at next month’s meeting (November 13, 2017) – at which the lowest cost bid (lowest interest rate) will be approved.

The 2017A Temp Note will be due in 3 years (October 1, 2020), but will be callable (able to be prepaid) on or after October 1, 2018 as we consider permanently bond financing the various projects.

The temp note includes funds to pay costs of issuance and estimated semi-annual interest while the note is outstanding.

**LEGAL CONSIDERATIONS:**

Kim Bell (Bond Counsel) has prepared the attached “sale resolution” authorizing bids for the 2017A Temp Note to be received at next month’s special meeting.

**RECOMMENDATION/ACTION:**

MOTION: Move to approve the “sale resolution” for the 2017A Temp Note.



**Reminder about State Law Debt Limit**

State law limits most cities’ debt to 30% of their assessed valuation, but it excludes some kinds of debt (such as utility debt for sewer, water, etc.). Of Maize’s \$23.205 million in debt (including this issue), approximately \$6.76 million applies toward the state law debt limit. The City’s “applicable debt” (\$6,757,520) is 14.37% of its valuation – significantly below the 30% state-imposed debt limit.

**General Obligation Bonds and Notes**

The table below lists the City of Maize’s outstanding general obligation bonds and notes:

**General Obligation Bonds**

<u>Issue</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Amount</u>	<u>Amount Outstanding</u>
Series B, 2007	9/15/2007	9/1/2028	\$4,941,983	\$3,375,000
Series 2013A	3/28/2013	10/1/2033	3,840,000	3,215,000
Series 2013B	8/29/2013	9/1/2028	2,115,000	1,610,000
Series 2014A	11/26/2014	10/1/2034	2,795,000	2,670,000
Series 2015A	2/19/2015	10/1/2035	3,415,000	3,090,000
Series 2015B	8/31/2015	10/1/2022	740,000	480,000
Series 2016A	9/30/2016	10/1/2036	4,730,000	<u>4,505,000</u>
				\$18,945,000

**Temporary Notes**

<u>Issue</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Current Principal Amount</u>	<u>Amount Outstanding</u>
Series 2017-1	11/29/2017	10/1/2020	\$4,260,000	\$4,260,000

**“Debt to Valuation” Ratios**

	<u>All G.O. Debt</u>	<u>Net of Self-Supporting Debt (excludes special assessed debt)</u>
Assessed Valuation (including motor vehicle valuation)	\$ 47,031,254	\$ 47,031,254
General Obligation Bonds and Notes ("G.O. Bonds")	\$ 23,205,000	\$ 4,138,382
Ratio of G.O. Bonds to Assessed Valuation	49.34%	8.80%

**City of Maize**

**2017 PROJECT FUNDING : Review as of September 2017 (60 PERCENT)**

2016 Valuation	47,031,254	2017 Financing Available	2,053,193	(60% of 2015 growth)
2015 Valuation	<u>43,609,265</u>	Financing Leftover	<u>3,967,024</u>	(2013-2016 unused)
Change in Assessed Value 2015-2016	3,421,989			
		Total Financing Available	<b>6,020,217</b>	

**PROJECTS RECOMMENDED FOR 2017 FUNDING**

	<u>Total Cost/ Petition Amount</u>	<u>Temp. Note/ Bond Amount</u>	<u>Latest Advisability Resolution</u>
<b>Maize Industrial Park 2nd Addn</b>			
Water	60,200	60,200	___-17
Sewer	75,800	75,800	___-17
Paving	843,800	843,800	___-17
<b>Total</b>	<b>979,800</b>	<b>979,800</b>	
<b>Eagles Nest Addition - Phase 2B</b>			
Water	123,000	110,700	___-16
Paving	422,000	379,800	___-16
<b>Total</b>	<b>545,000</b>	<b>490,500</b>	
<b>Cypress Point</b>			
Water	138,000	124,200	___-17
Sewer	694,000	624,600	___-17
Paving	1,022,000	919,800	___-17
<b>Total</b>	<b>1,854,000</b>	<b>1,668,600</b>	
<b>119th Street water line</b>			
Water	1,065,212	958,691	___-17
<b>Total</b>	<b>1,065,212</b>	<b>958,691</b>	
<b>Total 2017 Projects</b>	<b>4,444,012</b>	<b>4,097,591</b>	
<b>TOTAL DEBT TO BE ISSUED IN 2017</b>			<b>4,097,591</b>
<b>Remaining Financing Available</b>			<b>1,922,626</b>

2017

Printed on: 9/13/2017

RESOLUTION NO. [\_\_\_\_]

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2017A, OF THE CITY OF MAIZE, KANSAS.**

**WHEREAS**, the City of Maize, Kansas (the “Issuer”), has previously authorized certain internal improvements described as follows (collectively the “Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Estimated Cost</u>
<b>Maize Industrial Park</b>			
Water	592-17	K.S.A. 12-6a01 <i>et seq.</i>	\$ 60,200
Sewer	593-17	K.S.A. 12-6a01 <i>et seq.</i>	75,800
Paving	591-17	K.S.A. 12-6a01 <i>et seq.</i>	843,800
<b>Eagles Nest Addition – Phase 2B</b>			
Water	585-16	K.S.A. 12-6a01 <i>et seq.</i>	123,000
Paving	586-16	K.S.A. 12-6a01 <i>et seq.</i>	422,000
<b>Cypress Point</b>			
Water	595-17	K.S.A. 12-6a01 <i>et seq.</i>	138,000
Sewer	596-17	K.S.A. 12-6a01 <i>et seq.</i>	694,000
Paving	594-17	K.S.A. 12-6a01 <i>et seq.</i>	1,022,000
<b>Water Line Improvements – 119<sup>th</sup> Street</b>	[____]-17	K.S.A. 65-163d <i>et seq.</i>	<u>1,065,213</u>
<b>Total:</b>			<b>\$4,444,013</b>

**WHEREAS**, the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

**WHEREAS**, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue; and

**WHEREAS**, none of such temporary notes previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

**WHEREAS**, the City Council of the Issuer (the “Governing Body”) has selected the firm of Ranson Financial Group, LLC, Wichita, Kansas (the “Financial Advisor”), as financial advisor for one or more series of temporary notes of the Issuer in order to provide funds to temporarily finance a portion of the costs of the Improvements; and

**WHEREAS**, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of the temporary notes and related activities; and

**WHEREAS**, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to the temporary notes; and

**WHEREAS**, the Issuer desires to authorize the Financial Advisor and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer's bond counsel ("Bond Counsel"), in conjunction with the Clerk, to proceed with the preparation and distribution of a preliminary official statement and notice of note sale and to authorize the distribution thereof and all other preliminary action necessary to sell the temporary notes.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAIZE, KANSAS, AS FOLLOWS:**

**Section 1.** The Issuer is hereby authorized to offer at competitive public sale the Issuer's General Obligation Temporary Notes, Series 2017A (the "Notes") as described in the Notice of Note Sale, which is hereby approved in substantially the form presented to the Governing Body this date (the "Notice of Note Sale"). All proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in the Notice of Note Sale, and shall be reviewed by the Mayor, Clerk, the Financial Advisor and Bond Counsel as soon after the submittal hour as possible. All proposals for the purchase of the Notes shall be delivered to the Governing Body at its meeting to be held on the date referenced in the Notice of Note Sale, at which meeting the Governing Body shall review such proposals and ratify the award of the sale of the Notes or the rejection of all proposals.

**Section 2.** The Mayor and Clerk, in conjunction with the Financial Advisor and Bond Counsel, are hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Notes (the "Preliminary Official Statement"), and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Notes.

**Section 3.** The Clerk, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of the note sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes.

**Section 4.** For the purpose of enabling the purchaser of the Notes (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the Mayor and Clerk are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

**Section 5.** The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 6.** The Mayor, Clerk, and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

**Section 7.** This Resolution shall be in full force and effect from and after its adoption.

**ADOPTED** by the City Council on October 16, 2017.

(SEAL)

---

Mayor

ATTEST:

---

Clerk

**EXHIBIT A**

**CERTIFICATE DEEMING  
PRELIMINARY OFFICIAL STATEMENT FINAL**

\_\_\_\_\_, 2017

Re: City of Maize, Kansas, General Obligation Temporary Notes, Series 2017A

The undersigned are the duly acting Mayor and Clerk of the City of Maize, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the purchaser (the "Purchaser") of the above-referenced notes (the "Notes") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Notes.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Notes depending on such matters.

**CITY OF MAIZE, KANSAS**

By: \_\_\_\_\_  
Title: Mayor

By: \_\_\_\_\_  
Title: Clerk

**NOTICE OF NOTE SALE**

**\$4,260,000\***

**CITY OF MAIZE, KANSAS**

**GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 2017A**

(GENERAL OBLIGATION NOTES PAYABLE  
FROM UNLIMITED AD VALOREM TAXES)

**Bids.** Written, facsimile, and electronic (as explained below) bids for the purchase of the above-referenced temporary notes (the “Notes”) of the City of Maize, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Clerk of the Issuer at the address hereinafter set forth in the case of written and facsimile bids, and via **PARITY**<sup>®</sup> in the case of electronic bids, until 11:00 A.M. Central Time (the “Submittal Hour”), on

**NOVEMBER 13, 2017**

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Notes to the successful bidder (the “Successful Bidder”) will be acted upon by the City Council of the Issuer (the “Governing Body”) at its meeting to be held at 7:00 P.M. the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

**Terms of the Notes.** The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Notes will be dated November 29, 2017 (the “Dated Date”), and will become due on October 1, 2020.

<b>Stated Maturity</b>	<b>Principal</b>
<b><u>(October 1)</u></b>	<b><u>Amount*</u></b>
2020	\$4,260,000

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable semiannually on April 1 and October 1 in each year, beginning on April 1, 2018 (the “Interest Payment Dates”).

\* **Adjustment of Issue Size.** The Issuer reserves the right to increase or decrease the total principal amount of the Notes or the schedule of principal payments described above, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Notes or schedule of principal payments as described herein. If there is an increase or decrease in the final aggregate principal amount of the Notes or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., applicable Central Time, on the Sale Date. The actual purchase price for the Notes shall be calculated by applying the

percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Notes, as adjusted, plus accrued interest from the Dated Date to the Closing Date (as hereinafter defined).

**Place of Payment.** The principal of and interest on the Notes will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The principal of each Note will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the “Note Register”) of the Note Registrar (the “Registered Owner”) upon presentation and surrender at the principal office of the Paying Agent. Interest on each Note will be payable to the Registered Owner of such Note as of the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date (the “Record Date”): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Registered Owner of \$500,000 or more in aggregate principal amount of Notes, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

**Note Registration.** The Notes will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the “State”). The Issuer will pay for the fees of the Note Registrar for registration and transfer of the Notes and will also pay for printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, will be the responsibility of the Registered Owners.

**Book-Entry-Only System.** The Notes shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Notes. During the term of the Notes, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Notes to DTC or its nominee as the Registered Owner of the Notes, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Notes to its participants who shall be responsible for transmitting payments to beneficial owners of the Notes in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Notes in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Notes and DTC.

### **Redemption of Notes Prior to Maturity.**

**General.** Whenever the Issuer is to select Notes for the purpose of redemption, it will, in the case of Notes in denominations greater than the minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Note as though it were a separate Note in the minimum Authorized Denomination.



**Optional Redemption.** At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity October 1, 2018 and thereafter, as a whole or in part (the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

**Notice and Effect of Call for Redemption.** Unless waived by any owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Successful Bidder. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the registered owners of said Notes. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the Redemption Date. All notices of redemption shall state the Redemption Date, the redemption price, the Notes to be redeemed, the place of surrender of Notes so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by State law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Note be called for redemption and payment as aforesaid, all interest on such Note shall cease from and after the Redemption Date, provided funds are available for its payment at the price hereinbefore specified.

**Authority, Purpose and Security.** The Notes are being issued pursuant to K.S.A. 10-123, K.S.A. 12-6a01 *et seq.*, and K.S.A. 65-163d *et seq.*, as amended, and a resolution adopted by the Governing Body (the “Note Resolution”) for the purpose of paying a portion of the cost of certain internal improvements (the “Improvements”). The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of said Improvements or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

**Submission of Bids.** Written bids must be made on forms which may be procured from the Financial Advisor and shall be addressed to the undersigned, and marked “Proposal for General Obligation Temporary Notes, Series 2017A.” Written bids submitted by email should be sent only once to [larry@citycode.com](mailto:larry@citycode.com). Written bids submitted by facsimile should not be preceded by a cover sheet and should be sent only once to **(316) 265-5403**. Confirmation of receipt of facsimile and email bids may be made by contacting the Financial Advisor at the number listed below. Electronic bids via PARITY<sup>®</sup> must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Note Sale. **Any bid submitted shall include the initial offering prices to the public for the Notes.** If provisions of this Notice of Note Sale conflict with those of PARITY<sup>®</sup>, this Notice of Note Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date. The Issuer and Financial Advisor shall not be responsible for failure of transmission of facsimile or delivery by mail or in person of any bid.

**PARITY<sup>®</sup>.** Information about the electronic bidding services of PARITY<sup>®</sup> may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

**Conditions of Bids.** Proposals will be received on the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 3%; and (c) no supplemental interest payments will be considered. No bid

shall be for less than **99%** of the principal amount of the Notes and accrued interest thereon to the date of delivery. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Notes on the basis of such bid, and the average annual net interest rate (expressed as a percentage) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Notes, it will provide the certification described under the caption “Establishment of Issue Price” in this Notice.

**Good Faith Deposit.** A good faith deposit is **not** required in connection with the submission of a bid.

**Basis of Award.** The award of the Notes will be made on the basis of the lowest net interest cost (expressed in dollars), which will be determined by subtracting the amount of the premium bid, if any, from or adding the amount of the discount bid, if any, to the total interest cost to the Issuer. The Financial Advisor will compute the net interest cost based on such bids. If there is any discrepancy between the net interest cost specified and the interest rates specified, the specified net interest cost shall govern and the interest rates specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest net interest cost are received, the governing body of the Issuer will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will be returned to the bidder. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within the State with regard to such dispute.

The Issuer’s acceptance, including electronic acceptance through PARITY®, of the Successful Bidder’s proposal for the purchase of the Notes in accordance with this Notice of Note Sale shall constitute a note purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) and Rule G-32 of the Municipal Securities Rulemaking Board (“Rule G-32”). The method of acceptance shall be determined solely by the Governing Body.

**Ratings.** The outstanding general obligation bonds of the Issuer are rated “AA-” by S&P Global Ratings, a division of S&P Global Inc. The Issuer has **not** applied for a rating on the Notes herein offered for sale.

**CUSIP Numbers.** CUSIP identification numbers will be assigned and printed on the Notes, but neither the failure to print such number on any Note nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Notes in accordance with the terms of this Notice. All expenses in relation to the assignment and printing of CUSIP numbers on the Notes will be paid by the Issuer.

**Delivery and Payment.** The Issuer will pay for printing the Notes and will deliver the Notes properly prepared, executed and registered without cost on or about **NOVEMBER 29, 2017** (the “Closing Date”), at DTC for the account of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy

of the Official Statement. Payment for the Notes shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Note registered in the nominee name of DTC.

### **Establishment of Issue Price.**

(a) In order to provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively the “Code”), the Successful Bidder will be required to assist the Issuer in establishing the “issue price” of the Notes and complete, execute and deliver to the Issuer prior to the Closing Date, a written certification in a form acceptable to the Successful Bidder, the Issuer and Bond Counsel (the “Issue Price Certificate”) containing the following for the Notes: (1) the interest rate; (2) the reasonably expected initial offering price to the “public” (as said term is used in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale to the public. Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received by the Financial Advisor or Bond Counsel on behalf of the Issuer.

(b) The Issuer intends that the sale of the Notes pursuant to this Notice shall constitute a “competitive sale” as defined in the Regulation. In support thereof: (1) the Issuer shall cause this Notice to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the Issuer reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Notes; and (4) the Issuer anticipates awarding the sale of the Notes to the bidder that provides a bid with the lowest NIC in accordance with the section hereof entitled “Basis of Award.”

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Notes as specified therein. The Successful Bidder shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its bid, the Successful Bidder confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the Notes, to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of the Notes.

(d) If all of the requirements of a “competitive sale” are not satisfied, the Issuer shall advise the Successful Bidder of such fact at the time of award of the sale of the Notes to the Successful Bidder and the following provisions shall apply to the Notes. ***In such event, any bid submitted will not be subject to cancellation or withdrawal.*** Within twenty-four (24) hours of the notice of award of the sale of the Notes, the Successful Bidder shall advise the Issuer if a “substantial amount” (as defined in the Regulation (10%)) of Notes has been sold to the public and the price at which such substantial amount was sold. The Issuer will treat such sale price as the “issue price” for the Notes. The Issuer will ***not*** require the Successful Bidder to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the Notes, but the Successful Bidder may elect such option. If the Successful Bidder exercises such option, the Issuer will apply the initial offering price to the public provided in the bid as the issue price for the Notes. If the Successful Bidder does not exercise that option, it shall thereafter promptly provide the Issuer the prices at which a substantial amount of the Notes are sold to the public; provided such determination shall be made and the Issuer notified of such prices not later than three (3) business days prior to the Closing Date. ***Any change in the issue price of any of the Notes after the Submittal Hour will not affect the purchase price for the Notes submitted in the bid of the Successful Bidder.***

(e) This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

**Preliminary Official Statement and Official Statement.** The Issuer has prepared a Preliminary Official Statement dated relating to the Bonds, “deemed final” by the Issuer except for the omission of certain information as provided in the Rule, copies of which may be obtained from the Financial Advisor. Upon the sale of the Notes, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of the Rule and Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

**Continuing Disclosure.** In the Note Resolution, the Issuer has covenanted to annually provide certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Notes. For further information, reference is made to the caption “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

**Assessed Valuation and Indebtedness.** The total assessed valuation of the taxable tangible property within the Issuer for the year 2017 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property .....	\$43,845,513
Tangible Valuation of Motor Vehicles (2016).....	<u>6,753,057</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations .....	<b>\$50,598,570</b>

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Notes being sold, is \$20,400,000.

**Legal Opinion.** The Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, which opinion will be furnished and paid for by the Issuer, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Notes.

**Additional Information.** Additional information regarding the Notes may be obtained from the Financial Advisor, at the address set forth below:

**DATED: October 16, 2017.**

**CITY OF MAIZE, KANSAS**  
By: Jocelyn Reid

***Financial Advisor – Facsimile and Email Bid Delivery Address:***

Ranson Financial Group, LLC  
200 W. Douglas, Suite 600  
Attn: Larry Kleeman  
Phone No.: (316) 264-3400  
Fax No.: (316) 265-5403  
Email: [larry@citycode.com](mailto:larry@citycode.com)

**OFFICIAL BID FORM**  
**PROPOSAL FOR THE PURCHASE OF CITY OF MAIZE, KANSAS**  
**GENERAL OBLIGATION TEMPORARY NOTES**

TO: Jocelyn Reid, Clerk  
 City of Maize, Kansas

November 13, 2017

For \$4,260,000\* principal amount of General Obligation Temporary Notes, Series 2017A, of the City of Maize, Kansas, to be dated November 13, 2017, as described in your Notice of Note Sale dated October 16, 2017 (the "Notice"), said Notes to bear interest as follows:

<u>Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Initial Offering</u> <u>Price</u>
2020	4,260,000	_____ %	_____ %

\* Subject to change, see the Notice

the undersigned will pay the purchase price for the Notes set forth below, plus accrued interest to the date of delivery.

Principal Amount .....	\$4,260,000*
Less Discount (not to exceed 1%) .....	- _____
Plus Premium (if any) .....	_____
Total Purchase Price .....	\$ _____
Total interest cost to maturity at the rate(s) specified .....	\$ _____
Net interest cost .....	\$ _____
Average annual net interest rate .....	_____ %

This proposal is subject to all terms and conditions contained in the Notice, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in the Notice. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a note purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: \_\_\_\_\_

(LIST ACCOUNT MEMBERS ON REVERSE)

By: \_\_\_\_\_

Telephone No. ( \_\_\_\_\_ ) \_\_\_\_\_

**ACCEPTANCE**

Pursuant to action duly taken by the Governing Body of the City of Maize, Kansas, the above proposal is hereby accepted on November 13, 2017.

Attest:

\_\_\_\_\_  
 Clerk

\_\_\_\_\_  
 Mayor

**NOTE:** No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Sealed bids may be filed with the Clerk, City Hall, 10100 Grady Avenue, Maize, Kansas 67101, facsimile bids may be filed with Ranson Financial Group, LLC, Fax No. (316) 265-5403 or electronic bids may be submitted via **PARITY**®, at or prior to 11:00 A.M., applicable Central Time, on November 13, 2017. Any bid received after such time will not be accepted or shall be returned to the bidder.

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, OCTOBER 16, 2017**

**AGENDA ITEM 8C**

**ITEM: Shuttle Aerospace Resolution of Intent for Industrial Revenue Bonds**

**BACKGROUND:**

Shuttle Aerospace, owned by Clovis and Sueli Ribas, is purchasing property in the Maize Industrial Park, west of the Reiloy USA Building.

Shuttle Aerospace intends to construct and equip an approximately 20,000 square foot manufacturing facility at an estimated cost of \$3,200,000 for the design and manufacture of aerospace parts. They will initially employ nineteen full time employees at the Maize facility with increases in full-time employees projected over the next five years.

The proposed is a sliding scale schedule with an overall average of 77.0% tax abatement over ten years.

Kansas statutes require a public hearing be held on any proposed property tax abatement and that a cost/benefit analysis be prepared comparing the cost of the abatement to the financial benefits of the proposed project. Notice of the public hearing was published on October 5, 2017. Notice of the public hearing was also provided to the Sedgwick County Commissioners and USD 266 School Board. The cost/benefit was prepared by the Center for Economic Development and Business Research at WSU and was completed on September 6, 2017. A copy is included under this agenda item.

**FINANCIAL CONSIDERATIONS:**

The Company has agreed to pay all costs associated with the requested tax incentive.

**LEGAL CONSIDERATIONS:**

Bond Counsel prepared the resolution and approves it as to form

Kim Bell will be at the Council meeting to outline the IRB process.

**RECOMMENDATION/ACTION:**

Approve the resolution of intent in the amount not to exceed \$3,200,000 to finance the acquisition, construction, and equipment for the Shuttle Aerospace project and approve a sliding scale schedule in the amount equal to 77.0% ad valorem property tax abatement over ten years.

**RESOLUTION NO. \_\_\_\_**

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MAIZE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A MANUFACTURING FACILITY TO BE LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

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

**WHEREAS**, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in the not to exceed principal amount of \$3,200,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a manufacturing facility (the "Project") to be located in the Issuer and to be leased by the Issuer to Suprema Holdings LLC, a Kansas limited liability company (the "Tenant") and subleased to Shuttle Aerospace, Inc., a Kansas corporation (the "Subtenant").

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

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in the not to exceed principal amount of \$3,200,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein. Such Bonds may be issued as a single series with multiple annual draws until the expiration of this Resolution.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Guaranty Agreement, Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in



form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeal and Kansas Department of Commerce; and (g) the execution and delivery by the Tenant of an agreement for payment in lieu of taxes in substantially the form presented to the governing body of the Issuer with this Resolution.

**Section 4. Property Tax Exemption and Payment in Lieu of Taxes.** The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the initial issuance of Bonds is made, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-8801, and amendments thereto. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals. The tax exemption granted is subject to the execution and delivery by the Tenant of an agreement for payment in lieu of taxes in substantially the form presented to the governing body of the Issuer with this Resolution.

**Section 5. Sales Tax Exemption.** The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the “Sales Tax Act”), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

**Section 6. Reliance by Tenant; Limited Liability of Issuer.** It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

**Section 7. Further Action.** The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer’s counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; and (c) execution of an application to the Kansas Secretary of Commerce & Housing for a private activity bond allocation in accordance with the Kansas Private Activity Bond Allocation Act, K.S.A. 74-5058 *et seq.*

Section 8. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body[ and shall remain in effect until December 31, 2022, unless extended by affirmative vote of a majority of the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City of Maize, Kansas on October 16, 2017.

[SEAL]

---

Mayor

Attest:

---

City Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on October 16, 2017, as the same appears of record in my office.

DATED: \_\_\_\_\_ 2017.

---

City Clerk



Center for Economic Development and Business Research  
 Wichita State University  
 1845 Fairmount St.  
 Wichita, Kansas 67260-0121  
 (316) 978-3225

DATE OF ANALYSIS 9/6/2017  
 TIME OF ANALYSIS 4:20 PM  
 VERSION OF ANALYSIS V5

<b>PROJECT SUMMARY (no multipliers, no substitution)</b>	
Company Name	Project Four Leaf
Number of new jobs for 10-year period	44
Amount of payroll for 10-year period	\$13,903,319
Amount of capital investment for 10-year period	\$5,430,000
Land	\$180,000
Buildings	\$3,100,000
Machinery and Equipment	\$2,150,000

<b>INCENTIVE SUMMARY</b>	
<b>City Incentives - Maize</b>	213,137
Tax abatement	213,034
Sales tax exemption	103
Forgivable loans	0
Infrastructure	0
Cash value all other incentives	0

<b>County Incentives - Sedgwick</b>	149,857
Tax abatement	145,422
Sales tax exemption	4,435
Forgivable loans	0
Infrastructure	0
Cash value all other incentives	0

<b>State Incentives</b>	207,121
Tax abatement	106,371
Sales tax exemption	100,750
Forgivable loans	0
Training dollars	0
Infrastructure	0
Cash value all other incentives	0

<b>School District Incentives - 266 Maize</b>	60,003
Tax abatement	60,003



Center for Economic Development and Business Research  
 Wichita State University  
 1845 Fairmount St.  
 Wichita, Kansas 67260-0121  
 (316) 978-3225

DATE OF ANALYSIS 9/6/2017  
 TIME OF ANALYSIS 4:20 PM  
 VERSION OF ANALYSIS V5

<b>TAX ABATEMENT PARAMETERS</b>	
<i>Real Property</i>	
Number of years	10
Percentage	100% in years 1-2, 90% in years 3-4, 80% in years 5-6, 70% in year 7, 60% in year 8, 50% in years 9-10
<i>Personal Property</i>	
Number of years	0
Percentage	0.0%

<b>CONSTRUCTION IMPACTS</b>	
Jobs Multiplier	1.6664
Earnings Multiplier	1.4898

Direct jobs	30
Direct payroll earnings	\$1,550,000

Total jobs	50
Total payroll earnings	\$2,309,190

<b>SUBSTITUTION</b>	
Firm NAICS code	332710 Machine shops
Substitution percentage applied to firm operations	0.0%

<b>FIRM MULTIPLIERS (On-going Operations)</b>	
Jobs	1.8539
Earnings	1.6974

<b>ECONOMIC IMPACT OF FIRM OPERATIONS</b>	
<i>Number of jobs 10-year period</i>	
Direct	44
Total	82

<i>Payroll earnings for 10-year period</i>	
Direct	\$13,903,319
Total	\$23,599,494



Center for Economic Development and Business Research  
 Wichita State University  
 1845 Fairmount St.  
 Wichita, Kansas 67260-0121  
 (316) 978-3225

DATE OF ANALYSIS  
 TIME OF ANALYSIS  
 VERSION OF ANALYSIS

9/6/2017  
 4:20 PM  
 V5

<b>FISCAL IMPACT</b>	
<b>City Fiscal Impacts. - Maize</b>	
	<b>Discounted</b>
Present value of net benefits	\$58,674
<i>Rate of Return on Investment</i>	
Net public benefits 10-year period	\$58,674
Public costs 10-year period	\$177,318
ROI	33.1%
<i>Benefit-Cost Ratio</i>	
Public benefits 10-year period	\$235,992
Public costs 10-year period	\$177,318
Benefit-Cost Ratio	1.33

<b>County Fiscal Impacts. - Sedgwick</b>	
	<b>Discounted</b>
Present value of net benefits	\$73,744
<i>Rate of Return on Investment</i>	
Net public benefits 10-year period	\$73,744
Public costs 10-year period	\$125,133
ROI	58.9%
<i>Benefit-Cost Ratio</i>	
Public benefits 10-year period	\$198,877
Public costs 10-year period	\$125,133
Benefit-Cost Ratio	1.59

<b>State Fiscal Impacts</b>	
	<b>Discounted</b>
Present value of net benefits	\$1,730,210
<i>Rate of Return on Investment</i>	
Net public benefits 10-year period	\$1,730,210
Public costs 10-year period	\$182,929
ROI	945.8%
<i>Benefit-Cost Ratio</i>	
Public benefits 10-year period	\$1,913,139
Public costs 10-year period	\$182,929
Benefit-Cost Ratio	10.46

<b>School District Fiscal Impacts. - 266 Maize</b>	
	<b>Discounted</b>
Present value of net benefits	\$59,982
<i>Rate of Return on Investment</i>	
Net public benefits 10-year period	\$59,982
Public costs 10-year period	\$49,916
ROI	120.2%
<i>Benefit-Cost Ratio</i>	
Public benefits 10-year period	\$109,898
Public costs 10-year period	\$49,916
Benefit-Cost Ratio	2.20

*In the preparation of this report, the Center for Economic Development and Business Research assumed that all information and data provided by the applicant or others is accurate and reliable. CEDBR did not take extraordinary steps to verify or audit such information, but relied on such information and data as provided for purposes of the project.*

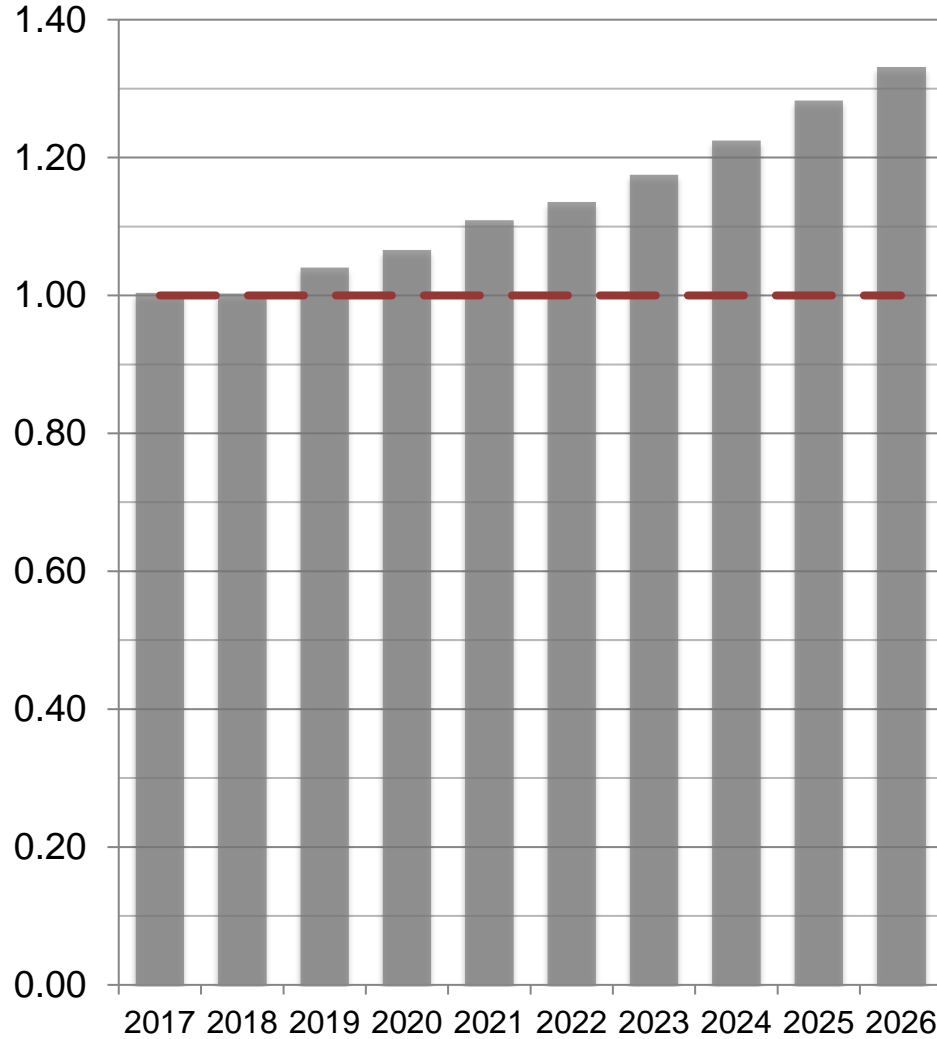
*This analysis requires CEDBR to make predictive forecasts, estimates and/or projections (hereinafter collectively referred to as "FORWARD-LOOKING STATEMENTS"). These FORWARD-LOOKING STATEMENTS are based on information and data provided by others and involve risks, uncertainties and assumptions that are difficult to predict. The FORWARD-LOOKING STATEMENTS should not be considered as guarantees or assurances that a certain level of performance will be achieved or that certain events will occur. While CEDBR believes that all FORWARD-LOOKING STATEMENTS it provides are reasonable based on the information and data available at the time of writing, actual outcomes and results are dependent on a variety of factors and may differ materially from what is expressed or forecast. CEDBR does not assume any responsibility for any and all decisions made or actions taken based upon the FORWARD-LOOKING STATEMENTS provided by CEDBR.*



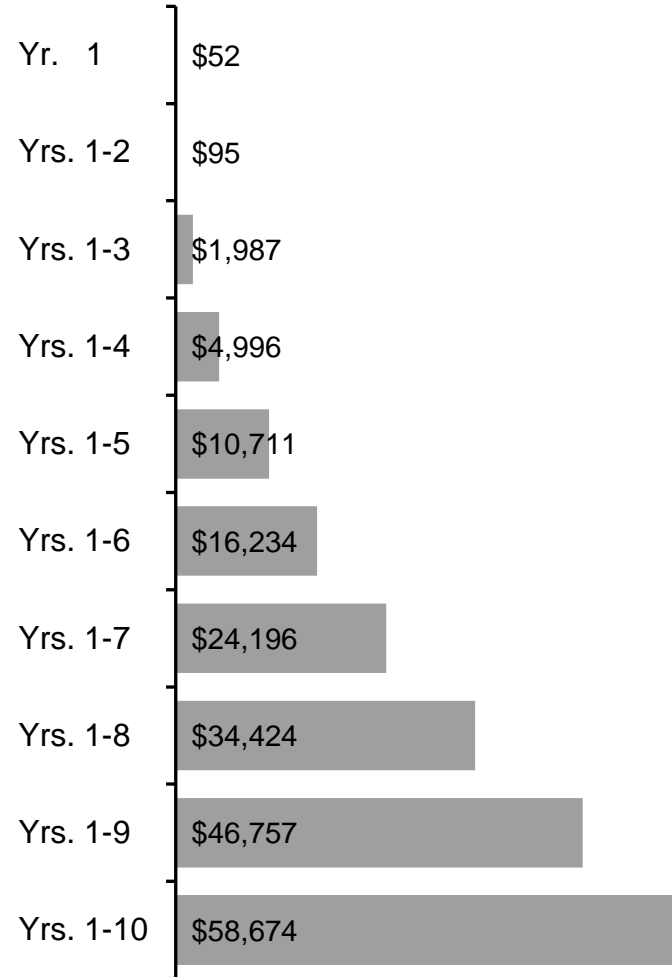
Center for Economic Development and Business Research  
 Wichita State University  
 1845 Fairmount St.  
 Wichita, Kansas 67260-0121  
 (316) 978-3225

Project or Company Name: Project Four Leaf  
 Date of Analysis: 9/6/2017  
 Version of Analysis: V5  
 City Fiscal Impacts. - Maize

**Benefit-Cost Ratio**



**Present Value of Net Benefits**



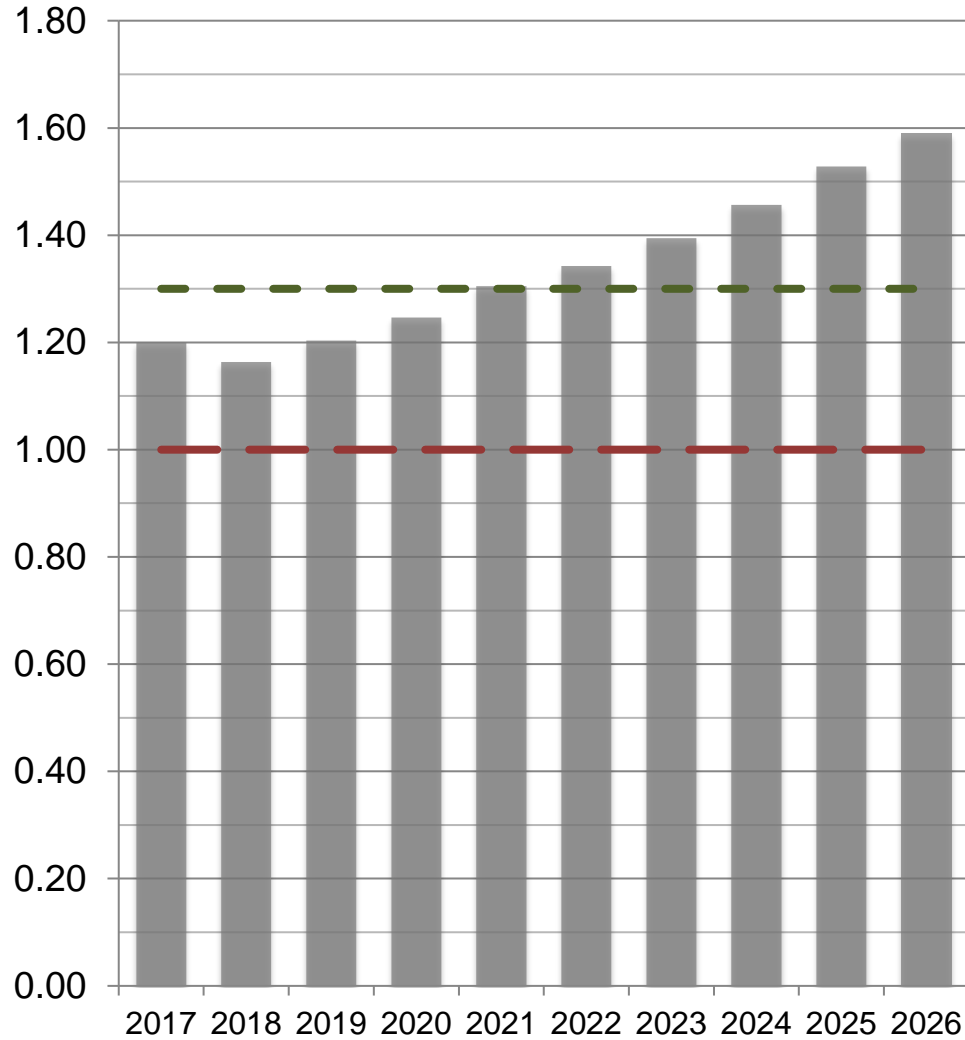




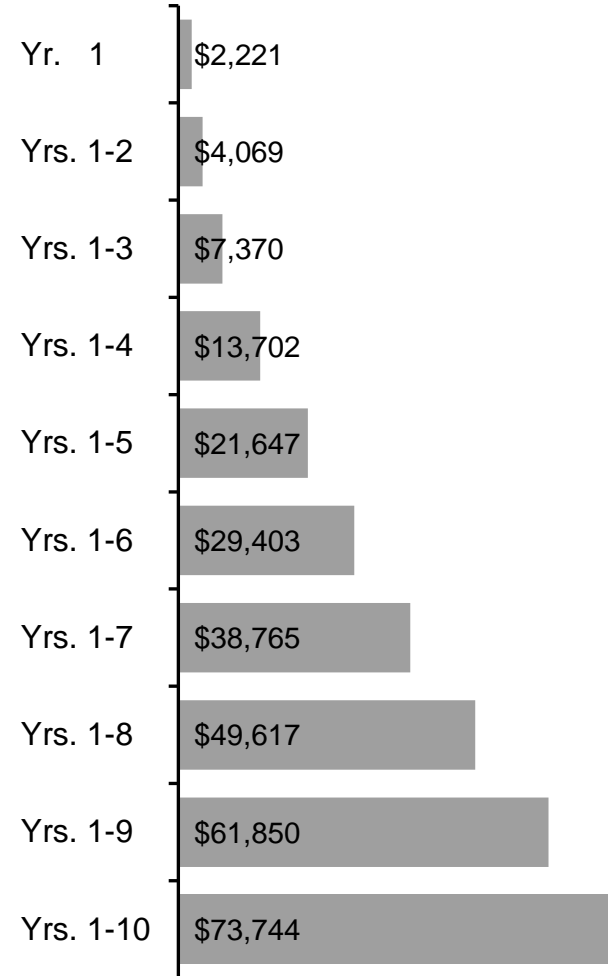
Center for Economic Development and Business Research  
 Wichita State University  
 1845 Fairmount St.  
 Wichita, Kansas 67260-0121  
 (316) 978-3225

Project or Company Name: Project Four Leaf  
 Date of Analysis: 9/6/2017  
 Version of Analysis: V5  
 County Fiscal Impacts. - Sedgwick

**Benefit-Cost Ratio**



**Present Value of Net Benefits**



**CEDBR-FISCAL IMPACT MODEL FIRM DATA SHEET**

**COMPANY INFORMATION**

Company name or project name	Project Four Leaf
Contact name	
Contact telephone number	
Contact e-mail address	
Company NAICS Code - <i>Please select a NAICS code from the list provided. Model parameters are set based on the NAICS selected.</i>	332710 Machine shops
Substitution Override	
Year of application	2017

**SITE LOCATION** - *If incentives are being requested for more than one physical location, and these locations are in different taxing jurisdictions, then a separate firm data sheet must be filled out for each location. If the property is located in a special taxing district or industrial zone, please contact CEDBR.*

Street Address	
City	Maize
County	Sedgwick
School District	266 Maize

**REAL PROPERTY CONSTRUCTION AND IMPROVEMENTS** - *If construction is expected to significantly exceed 12-months allocate expenditures to multiple expansions.*

<b>Expansion #1</b>	
Year of expansion	2017
<i>Market value of firm's initial NEW OR ADDITIONAL investment in:</i>	
Land	\$180,000
Building and improvements	\$1,300,000
Furniture, fixtures and equipment (including machinery)	\$650,000
<i>Initial construction or expansion:</i>	
Cost of construction at the firm's new or expanded facility	\$1,300,000
<i>Amount of taxable construction materials purchased in:</i>	
City	\$130,000
County (should include city amount)	\$650,000
State (should include city and county amounts)	\$650,000
<i>Amount of taxable furniture, fixtures and equipment purchased in:</i>	
City	
County (should include city amount)	
State (should include city and county amounts)	
Total construction salaries	\$650,000
<b>Expansion #2 (if applicable)</b>	
Year of expansion	2019
<i>Market value of firm's initial NEW OR ADDITIONAL investment in:</i>	
Land	
Building and improvements	\$600,000
Furniture, fixtures and equipment (including machinery)	\$1,200,000
<i>Initial construction or expansion:</i>	
Cost of construction at the firm's new or expanded facility	\$600,000
<i>Amount of taxable construction materials purchased in:</i>	
City	\$60,000
County (should include city amount)	\$300,000
State (should include city and county amounts)	\$300,000
<i>Amount of taxable furniture, fixtures and equipment purchased in:</i>	
City	
County (should include city amount)	
State (should include city and county amounts)	
Total construction salaries	\$300,000

<b>Expansion #3 (if applicable)</b>	
Year of expansion	2021
<i>Market value of firm's initial NEW OR ADDITIONAL investment in:</i>	
Land	
Building and improvements	\$1,200,000
Furniture, fixtures and equipment (including machinery)	\$300,000
Initial construction or expansion:	
Cost of construction at the firm's new or expanded facility	\$1,200,000
<i>Amount of taxable construction materials purchased in:</i>	
City	\$120,000
County (should include city amount)	\$600,000
State (should include city and county amounts)	\$600,000
<i>Amount of taxable furniture, fixtures and equipment purchased in:</i>	
City	
County (should include city amount)	
State (should include city and county amounts)	
Total construction salaries	\$600,000

<b>OPERATIONS</b>	
First Year of Full Operations As a Result of This Project	
<i>New or additional sales of the firm related to this project</i>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
<i>Percent of these sales subject to sales taxes in the:</i>	
City	
County	
State	
Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed:	
<i>New or additional purchases of the firm related to this project</i>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
<i>Percent of these purchases subject to sales/compensating use taxes in the:</i>	
City	
County	
State	

<b>EMPLOYMENT</b>	
<i>Number of NEW employees to be hired each year as a result of this project</i>	
Year 1	6
Year 2	6
Year 3	8
Year 4	11
Year 5	13
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
<i>Number of these employees moving to county each year FROM OUT-OF-STATE</i>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
<i>Number of these employees moving to county each year FROM OTHER KANSAS COUNTIES</i>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
<i>Weighted average annual salary of all NEW employees, including all employees hired to date, related to this project</i>	
Year 1	39,997
Year 2	37,644
Year 3	40,877
Year 4	41,133
Year 5	40,060
Year 6	40,861
Year 7	41,678
Year 8	42,512
Year 9	43,362
Year 10	44,229

<b>VISITORS - Include customers, vendors and company employees from other locations in the count of visitors</b>	
<i>Number of ADDITIONAL out-of-county visitors expected at the firm as a result of this project</i>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Number of days that each visitor will stay in the area	
Number of nights that a typical visitor will stay in a local hotel or motel	
Percentage of visitors traveling on business	
Percentage of visitors traveling for leisure	
Percentage of visitor's expenditures spent in the same city as firm's location	
Percentage of visitor's expenditures spent in the same county as firm's location	
Percentage of visitor's expenditures spent in Kansas	

<b>PAYMENT BY THE COMPANY TO TAXING JURISDICTIONS - Such as payments in lieu of taxes</b>	
Firm payments to the City	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Firm payments to the County	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

Firm payments to the State of Kansas	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Firm payments to the School District	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

**CEDBR-FISCAL IMPACT MODEL INCENTIVE INFORMATION**

**CONTACT INFORMATION FOR CEDBR REGARDING INCENTIVE AMOUNTS**

Contact name	
Contact telephone number	
Contact e-mail address	

**SALES TAX EXEMPTION ON CONSTRUCTION MATERIALS**

Sales tax exemption <b>EXPANSION #1</b> (please enter yes or no)	Yes
Percent of construction material costs funded by IRB for <b>EXPANSION #1</b>	100.0%
Sales tax exemption <b>EXPANSION #2</b> (please enter yes or no)	Yes
Percent of construction material costs funded by IRB for <b>EXPANSION #2</b>	100.0%
Sales tax exemption <b>EXPANSION #3</b> (please enter yes or no)	Yes
Percent of construction material costs funded by IRB for <b>EXPANSION #3</b>	100.0%

**SALES TAX EXEMPTION FOR OPERATIONS**

Value of sales tax exemption for OPERATIONS -- <b>CITY</b>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Value of sales tax exemption for OPERATIONS -- <b>COUNTY</b>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Value of sales tax exemption for OPERATIONS -- <b>STATE</b>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

<b>PROPERTY TAX ABATEMENT</b>	
Property tax abatement - Real property land and buildings	
Number of Years	10
Percentage	100.0%
Property tax abatement - Machinery and equipment	
Number of Years	0
Percentage	0.0%

<b>FORGIVABLE LOANS - Cash value</b>	
Forgivable loans (cash value) -- <b>CITY</b>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Forgivable loans (cash value) -- <b>COUNTY</b>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Forgivable loans (cash value) -- <b>STATE</b>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	



<b>STATE TRAINING DOLLARS</b>	
Training dollars KIT/KER/IMPACT (cash value)	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

<b>INFRASTRUCTURE IMPROVEMENTS</b>	
Infrastructure improvements (cash value) -- <b>CITY</b>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Infrastructure improvements (cash value) -- <b>COUNTY</b>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Infrastructure improvements (cash value) -- <b>STATE</b>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

<b>OTHER INVENTIVES - Cash value</b>	
Cash value of all other incentives -- <b>CITY</b>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Cash value of all other incentives -- <b>COUNTY</b>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Cash value of all other incentives -- <b>STATE</b>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, OCTOBER 16, 2017**

**AGENDA ITEM #8D**

**ITEM:**           **McCullough Excavation Contract**

**BACKGROUND:**

On September 28, 2017, bids were received for Hampton Lakes 3<sup>rd</sup> Addition sanitary sewer improvements.

McCullough Excavation submitted the low bid of \$46,275

The engineer's estimate was \$81,000

The City Engineer has confirmed the bids.

A bid tabulation sheet is attached.

McCullough Excavation was the contractor for Eagles Nest Phase 2 water and sewer improvements.

**FINANCIAL CONSIDERATIONS:**

The project will be paid by assessments on those properties located in the attached benefit district map.

**LEGAL CONSIDERATIONS:**

The City Attorney has approved the contract as to form.

**RECOMMENDATION:**

Accept the low bid and approve the construction agreement with McCullough Excavation in an amount not to exceed \$46,275 and authorize the Mayor to sign.

PETITIONS OVERVIEW EXHIBIT

# HAMPTON LAKES THIRD ADDITION

MAIZE, KANSAS

J:\PROJECTS\2016\1601010068\_HAMPTON LAKES 3RD\_ADDITION\CIVIL\PLAT\PERMIT EXHIBITS\16086\_EXHIBITS.DWG



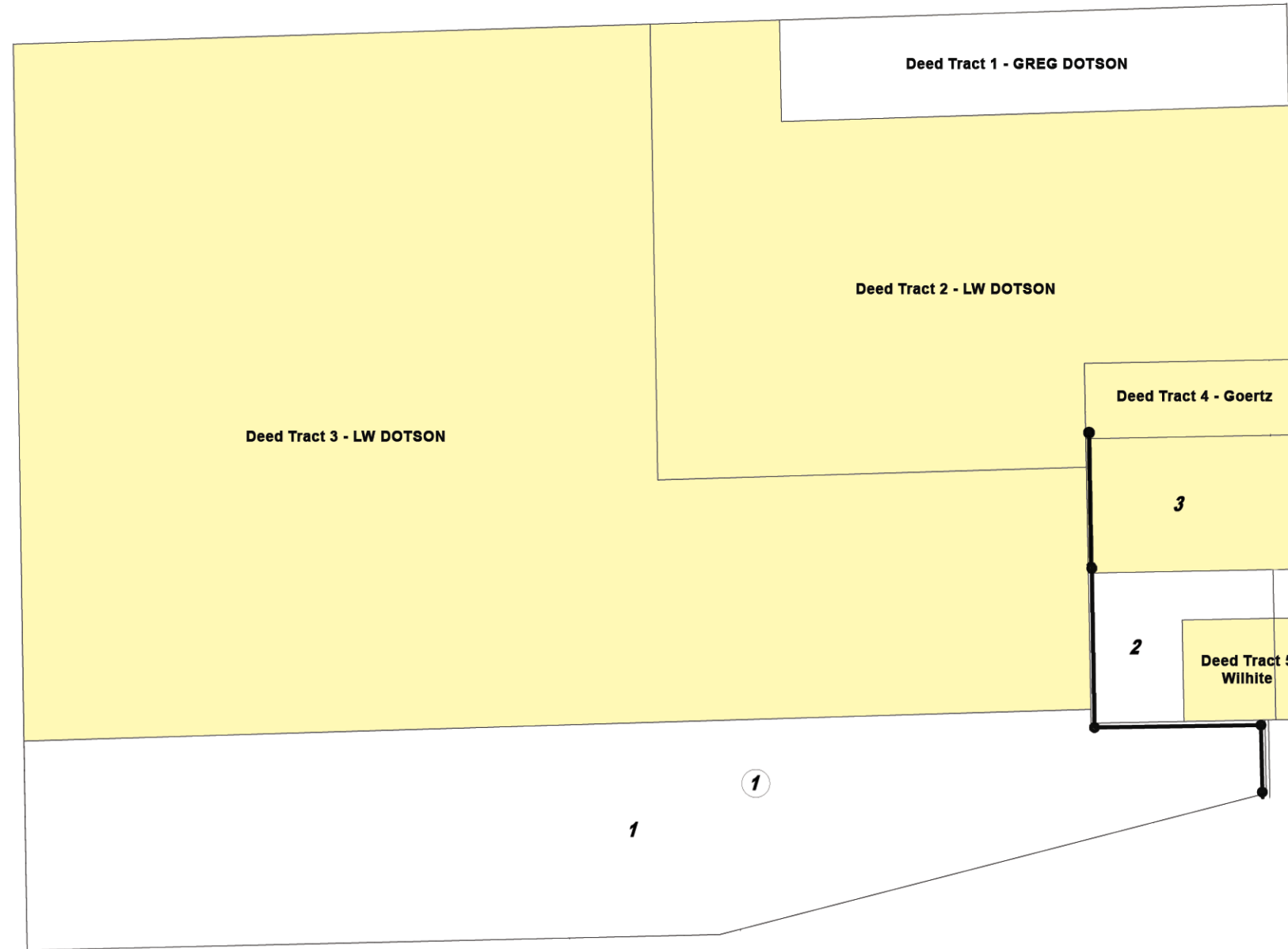
©2016  
MKEC Engineering  
All Rights Reserved  
www.mkec.com  
These drawings and their contents, including, but not limited to, all concepts, designs, & ideas are the exclusive property of MKEC Engineering (MKEC), and may not be used or reproduced in any way without the express consent of MKEC.

PETITIONS OVERVIEW EXHIBIT

PROJECT NO.	1601010068	
DATE	MAY 2016	
SCALE	AS NOTED	
DESIGNED	DRAWN	CHECKED
JGD	JGD	SLF

NO.	REVISION	DATE
1	Revised areas	10/12/16

SHEET NO.



©2015  
 MKEC Engineering  
 All Rights Reserved  
 www.mkec.com  
 These drawings and their contents, including, but not limited to, all concepts, designs, & ideas are the exclusive property of MKEC Engineering (MKEC), and may not be used or reproduced in any way without the express consent of MKEC.



**HAMPTON LAKES THIRD ADDITION  
 SANITARY SEWER BY RESOLUTION**

PROJECT NO. <b>16068</b>	DATE: <b>9/2016</b>	SHEET NO.
DRAWN BY:	DESIGNED BY:	APPROVED BY:
		49 of 114



EXTENDED BID TABULATION  
 SANITARY SEWER IMPROVEMENTS  
 HAMPTON LAKES 3RD ADDITION  
 MAIZE, KANSAS

Bids Received: Thursday, September 28th, 2017, 10:00am

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEERS ESTIMATE		Dondlinger & Sons Const.		Duling Construction		McCullough Excavation Inc.		Mies Construction Inc.	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
<b>SANITARY SEWER ITEMS</b>													
1	MH, Standard SS (4')	4	EA	4,000.00	\$ 16,000.00	\$ 4,650.00	\$ 18,600.00	4,200.00	\$ 16,800.00	<b>2,950.00</b>	<b>\$ 11,800.00</b>	3,500.00	\$ 14,000.00
2	Pipe, SS 10"	1065	LF	40.00	\$ 42,600.00	\$ 42.00	\$ 44,730.00	54.00	\$ 57,510.00	<b>25.00</b>	<b>\$ 26,625.00</b>	43.00	\$ 45,795.00
3	Fill, Sand (Flushed & Vibrated)	60	LF	40.00	\$ 2,400.00	\$ 27.00	\$ 1,620.00	60.00	\$ 3,600.00	<b>15.00</b>	<b>\$ 900.00</b>	25.00	\$ 1,500.00
4	10" Stub	2	EA	1,000.00	\$ 2,000.00	\$ 600.00	\$ 1,200.00	500.00	\$ 1,000.00	<b>300.00</b>	<b>\$ 600.00</b>	500.00	\$ 1,000.00
5	4" Riser	2	EA	2,500.00	\$ 5,000.00	\$ 500.00	\$ 1,000.00	600.00	\$ 1,200.00	<b>350.00</b>	<b>\$ 700.00</b>	1,000.00	\$ 2,000.00
6	Site Clearing	1	LS	3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	100.00	\$ 100.00	<b>4,500.00</b>	<b>\$ 4,500.00</b>	10,000.00	\$ 10,000.00
7	Site Restoration	1	LS	3,000.00	\$ 3,000.00	\$ 780.00	\$ 780.00	100.00	\$ 100.00	<b>100.00</b>	<b>\$ 100.00</b>	1,500.00	\$ 1,500.00
8	Seeding, Temporary	1	LS	1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	100.00	\$ 100.00	<b>100.00</b>	<b>\$ 100.00</b>	900.00	\$ 900.00
9	BMP, Construction Entrance	1	EA	1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	100.00	\$ 100.00	<b>50.00</b>	<b>\$ 50.00</b>	500.00	\$ 500.00
10	Testing	1	LS	5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	1,650.00	\$ 1,650.00	<b>900.00</b>	<b>\$ 900.00</b>	1,500.00	\$ 1,500.00
<b>BID TOTAL</b>					<b>\$ 81,000.00</b>		<b>\$ 77,280.00</b>		<b>\$ 82,160.00</b>		<b>\$ 46,275.00</b>		<b>\$ 78,695.00</b>

J:\Projects\2016\1601010068\_Schellenberg\_Hampton Lakes 3rd\05 Civil\Docs\Bid Packages\Sanitary Sewer\extended bid tab.xls

## CONSTRUCTION AGREEMENT

THIS AGREEMENT (the “Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the “City”), and McCullough Excavation, Inc. whose principal office is at 9210 E. 34<sup>th</sup> Street North, Wichita, KS 67226 (hereinafter the “Contractor”).

NOW, THEREFORE, for the consideration, covenants and mutual promises hereafter stated, the parties hereto agree as follows:

**SECTION 1. Contract Documents.** The “Contract Documents” consist of the Agreement and the documents listed in Section 12 of the Agreement (the “Contract Documents”). The documents listed in Section 12 are hereby incorporated by reference herein and are made a part of the Agreement as though they are fully set forth herein.

**SECTION 2. Work.** The Contractor shall furnish all work as specified or indicated in the Contract Documents. The work to be furnished is generally described as follows:

Material and labor necessary to construct sanitary sewer improvements to serve Hampton Lakes Third Addition, an addition to the City.

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

**SECTION 4. Contract Time.** (a) The Work under this Agreement shall be substantially completed to the satisfaction of the Engineer within **twenty five (25)** work days after the Notice to Proceed is issued.

(b) Liquidated Damages. Liquidated Damages for failure to substantially complete the Work in the time period set in this section will be assessed at the amount and in accordance with the City of Wichita Standard Specifications for the Construction of City Projects document (“Standard Specifications”).

**SECTION 5. Contract Sum.** (a) The City shall pay to the Contractor for completion of the Work per unit for quantity in not-to-exceed amounts as set forth in the following chart:

Item No.	Description	Quantity	Unit	Unit Price	Extension
<b>SANITARY SEWER ITEMS</b>					
1	MH, Standard SS (4')	4	EA	\$2,950.00	\$11,800.00
2	Pipe, SS 10"	1065	LF	\$25.00	\$26,625.00
3	Fill, Sand (Flushed & Vibrated)	60	LF	\$15.00	\$900.00
4	10" Stub	2	EA	\$300.00	\$600.00
5	4" Riser	2	EA	\$350.00	\$700.00
6	Site Clearing	1	LS	\$4,500.00	\$4,500.00
7	Site Restoration	1	LS	\$100.00	\$100.00
8	Seeding, Temporary	1	LS	\$100.00	\$100.00
9	BMP, Construction Entrance	1	EA	\$50.00	\$50.00
10	Testing	1	LS	\$900.00	\$900.00
<b>TOTAL</b>					<b>\$46,275.00</b>

(b) Payment. The Contractor shall be entitled to payments of ninety-five percent (95%) of its progress estimated every thirty (30) days during the prosecution of the Work, subject to the Engineer's approval and certification by the City as to said progress and completion of the Work. Five percent (5%) of the total of the Work shall be retained by the City. The City shall release the retainage it holds on any undisputed payment due on the Work within thirty (30) days of substantial completion of Work as part of the regular payment cycle, however, if the contractor or subcontractor is still performing work on the Work, the City shall be entitled to withhold part of the retainage attributable to such until thirty (30) days after such work is completed.

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

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

(a) A Performance and Maintenance Bond that guarantees the completion of the Work and guarantees maintenance of the Work following Final Completion for a two (2) year period in the amount of Forty Six Thousand Two Hundred Seventy Five Dollars (\$46,275.00), conditioned upon the satisfactory completion of the Work and completion of guaranteed maintenance of the Work.

(b) A Statutory Bond of the State of Kansas in the amount of Forty Six Thousand Two Hundred Seventy Five Dollars (\$46,275.00), conditioned upon the payment of all material and labor bills incurred in the making of the Work.

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

**SECTION 8. Arbitration.** Notwithstanding anything to the contrary in the Contract Documents, the City shall not be subject to arbitration and any clause relating to



arbitration contained in the Contract Documents herein between the parties shall be null and void and either party shall have the right to litigate any dispute in a court of law.

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

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

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

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

(c) The Contractor has the responsibility to satisfy himself as to any explorations, subsurface tests, reports, or investigations of the subsurface or physical conditions at or contiguous to the site as otherwise may affect the cost, progress, performance or furnishing of the Work as the Contractor considers necessary for the performance or furnishing of the Work at the contract price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

**SECTION 13. Governing Law.** The Contract and Contract Documents shall be governed by the laws of the State of Kansas and jurisdiction and venue for any court case brought under this Contract shall be in a court of law located in Sedgwick County, Kansas.

**SECTION 14. Miscellaneous Provisions.** (a) If there is a conflict, the terms and conditions in the Standard Specifications shall prevail over terms and conditions of the Agreement; provided, however, “Maize” shall be substituted for “Wichita” wherever “Wichita” appears in the Standard Specifications and “10100 Grady Avenue, Maize, Kansas 67101” shall be substituted for the address set forth in the Standard Specifications that refers to a City of Wichita address.

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

(c) The City and the Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives with respect to all covenants, agreements and obligations contained in the Contract Documents.

(d) Where reference is made in this Agreement to a provision of the General Conditions or another contract document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

(e) The City’s representative is:

Richard LaMunyon, City Administrator  
City of Maize, Kansas  
10100 Grady Avenue  
Maize, Kansas 67101

(f) The Contractor’s representative is:

Ryan McCullough, Vice President  
McCullough Excavation, Inc.  
9210 E. 34<sup>th</sup> Street North  
Wichita, KS 67226

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

IN WITNESS WHEREOF, THIS AGREEMENT is entered into as of the day and year first written above and is executed in at least three (3) original copies, of which one (1) is

to be delivered to the Contractor, one (1) to the Engineer for use in the administration of this Agreement, and one (1) to the City.

ATTEST:

CITY OF MAIZE, KANSAS

\_\_\_\_\_  
JOCELYN REID, City Clerk

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

ATTEST:

MCCULLOUGH EXCAVATION, INC.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, October 16, 2017**

**AGENDA ITEM #8E**

**ITEM: 2017 BUDGET AMENDMENT**

**BACKGROUND:**

As we approach year's end, the current budget will require some amending to increase budget authority in compliance with statutes. There is ample cash in each fund, however some expenditure items were more than anticipated when the budget was completed some sixteen months ago. This is not unusual for cities and Maize has made amendments in past years.

For Council information and background, some examples of the areas prompting the adjustment were:

- Police Overtime
  - Due to several factors
    - ✓ Several major cases requiring major investigation & follow up
      - *Suspicious deaths*
      - *Major burglary (Crammer Grass Business)*
      - *Missing person*
      - *Child endangerment*
      - *Others*
    - ✓ Military deployment (open position)
      - *This Sergeant position now to be under-filled as patrol officer*
    - ✓ Court Time
      - *Increase in cases equals additional time in court*
    - ✓ Computer support for Record Management system
  - Police Chief and PD management, with the support of the City Administrator, are working to decrease the amount of overtime for the rest of 2017 and during 2018.
- Increase costs for Courts
  - Addition of a monthly court docket
    - ✓ Three dockets to four
  - Court Clerk overtime & Judge pay increase
- Housing Incentive
  - Housing incentive payouts were under estimated for 2017

Although General Fund revenues are exceeding original projections, expenditures have exceeded projections. The net result is a decrease in the estimated cash carryover of \$200,000. Without an adjustment this carry over is estimated to be \$75,000 to \$100,000 below projection. However there are other areas of the budget to supplement the cash carryover shortage projections.

To supplement cash in the General Fund, funds can be transferred into the General Fund from the Water and Wastewater revenue funds. The transfer of \$41,000 from wastewater and \$38,000 from water will not negatively impact the budget projections for these funds.

With this adjustment alone we will reduce the projected cash carry deficient to approximately \$30,000. During the 4th quarter expenditures will be held to a minimum and revenues are anticipated to remain above projections.

It is anticipated that at year's end, the cash carry over projections could be within the original figures.

**FINANCIAL CONSIDERATIONS:**

Staff recommends that the budget authority for the general fund be increased from \$3,3375,058 to \$3,531,562; for the wastewater fund to increase from \$768,863 to \$807,752 and the water fund to increase from \$779,925 to \$833,863. This will ensure that there is sufficient budget authority in these funds to finish the last quarter of 2017.

**LEGAL CONSIDERATIONS:**

The budget needs to be amended for these funds in order to ensure compliance with Kansas Budget Law.

**RECOMMENDATION:**

Approve the recommendation to amend the 2017 budget and set the public hearing for 7:00 pm on November 13, 2017 and publish in *The Clarion*.

2017

**Amended  
Certificate  
For Calendar Year 2017**

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

		2017 Amended Budget			
		Page No.	Amount of 2016 Tax that was Levied	Adopted 2017 Expenditures	Proposed Amended 2017 Expenditures
Table of Contents:					
<b>Fund</b>	<b>K.S.A.</b>				
General	12-101a	2	1,660,259	3,375,058	3,531,562
Wastewater		3		768,863	807,752
Water		4		779,925	833,063
Totals		xxxxxxx	1,660,259	4,923,846	5,172,377
Summary of Amendments		5			

Attested date: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

Assisted by: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Governing Body

Maize

2017

Adopted Budget

General	2017 Adopted Budget	2017 Proposed Budget
Unencumbered Cash Balance January 1	227,004	227,004
Receipts:		
Ad Valorem Tax	1,660,259	1,620,000
Delinquent Tax	20,000	35,000
Motor Vehicle Tax	218,084	220,000
Sales Tax	700,000	740,000
Transient Guest Tax	90,000	100,000
Liquor Tax	1,000	1,219
Franchise Tax	370,000	363,500
Municipal Court Revenue	64,750	131,415
Permits & Licenses	79,000	125,535
911 Camp Revenue	16,000	9,165
Planning & Zoning Revenue	1,200	2,900
Community Building Rental	5,000	6,000
Fireworks Permits	24,000	28,000
Miscellaneous	0	8,059
Transfer from Wastewater		41,000
Transfer from Water		38,000
Interest on Idle Funds	2,000	5,500
<b>Total Receipts</b>	<b>3,251,293</b>	<b>3,475,293</b>
<b>Resources Available:</b>	<b>3,478,297</b>	<b>3,702,297</b>
Expenditures:		
City Council	27,350	29,050
Administration	314,550	326,899
Police Department	628,500	720,435
Municipal Court	88,300	112,244
Community Facilities	66,750	66,798
Planning Commission	100,500	97,000
Audit	16,000	15,900
Employee Benefits	655,000	659,095
Utilities	30,000	25,000
Community Services	10,000	11,852
Building Inspections	20,000	35,000
Economic Development	10,000	6,433
Park & Tree Board	30,000	20,000
City Hall Lease Payment	103,326	115,160
Senior Services	500	500
Transient Guest Tax Rebate	90,000	100,000
Housing Grant	200,000	300,000
Commerical Grant	10,000	10,757
Public Works Building Lease Payment	118,282	118,281
911 Camp Expenses	9,000	11,033
Transfer to Street Fund	150,000	150,000
Transfer to CIP	460,000	460,000
Transfer to Equipment Reserve	140,000	140,000
WWTP Mills	60,000	0
Contingency	37,000	0
Miscellaneous		125
<b>Total Expenditures</b>	<b>3,375,058</b>	<b>3,531,562</b>
Unencumbered Cash Balance December 31	103,239	170,735



Maize

2017

Adopted Budget

Wastewater	2017 Adopted Budget	2017 Proposed Budget
Unencumbered Cash Balance January 1	721,114	721,114
Receipts:		
User Fees	730,000	750,000
Installation Fees	25,000	50,000
Plant Equity Fees	27,500	55,000
Miscellaneous		980
Interest on Idle Funds	1,500	7,500
<b>Total Receipts</b>	<b>784,000</b>	<b>863,480</b>
<b>Resources Available:</b>	<b>1,505,114</b>	<b>1,584,594</b>
Expenditures:		
Salaries	253,000	247,000
Operating Expenses	224,000	227,889
Transfer to Debt Service	255,863	255,863
Transfer to WW Reserve	36,000	36,000
Transfer to General Fund		41,000
<b>Total Expenditures</b>	<b>768,863</b>	<b>807,752</b>
Unencumbered Cash Balance December 31	736,251	776,842



Maize

2017

Adopted Budget

Water	2017 Adopted Budget	2017 Proposed Budget
Unencumbered Cash Balance January 1	533,120	533,120
Receipts:		
User Fees	649,925	710,000
Tower Rent	52,000	52,000
Water Tap Fees	25,000	48,000
Water Connection Fees	17,000	12,000
Plant Equity Fees	27,500	60,000
Water Tax	8,000	8,000
Miscellaneous		1,778
Interest on Idle Funds	500	2,000
<b>Total Receipts</b>	<b>779,925</b>	<b>893,778</b>
<b>Resources Available:</b>	<b>1,313,045</b>	<b>1,426,898</b>
Expenditures:		
Salaries	205,000	200,000
Operating Expenses	132,200	153,138
Transfer to Debt Service	406,725	406,725
Transfer to Water Reserve	36,000	36,000
Transfer to General Fund		38,000
<b>Total Expenditures</b>	<b>779,925</b>	<b>833,863</b>
Unencumbered Cash Balance December 31	533,120	593,035

**Notice of Budget Hearing for Amending the  
2017 Budget**

The governing body of

**Maize**

will meet on the day of 11/13/2017 at 7:00 PM at Maize City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Maize City Hall and will be available at this hearing.

**Summary of Amendments**

Fund	2017 Adopted Budget			2017 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
General	41.220	1,660,259	3,375,058	3,531,562
Wastewater			768,863	807,752
Water			779,925	833,863
			0	0
			0	0
			0	0

Jocelyn Reid  
\_\_\_\_\_  
Official Title: City Clerk

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, OCTOBER 16, 2017**

**AGENDA ITEM # 8F**

**ITEM:       WAMPO Service Agreements**

**BACKGROUND:**

On May 9<sup>th</sup>, 2017, the Wichita Area Metropolitan Planning Organization's (WAMPO's) Transportation Policy Body (TPB) approved funding for a Planning Walkable Places program as a way to utilize federal funds that would otherwise be lost to the Wichita Metropolitan region. To meet the federal guidelines, local projects qualifying for Planning Walkable Places funding must be conceptual in nature and cannot include costs for engineering or construction. This is an 80/20 match in funding.

City staff submitted three proposals for WAMPO's consideration: a Master Pedestrian and Bicycle Plan, an Academy Arts District plan and a Transit Feasibility Study. The Master Pedestrian and Bicycle Plan and the Academy Arts District plan were approved by the TPB on July 11, 2017. The attached agreements contain the applications as well as outlining the specific responsibilities of the City and WAMPO. Both entities will work in partnership in selecting the consultant and managing the two projects through completion.

Upon request, staff withdrew the application for the Transit feasibility study and instead agreed to participate in a regional transit feasibility study with the cities of Haysville, Derby, Andover and the Wichita Transit Authority (WTA). The WTA submitted the application on behalf of all five entities to WAMPO. The project was accepted and WTA will manage the project. The 20% matching costs will be split five ways in a separate agreement between the City and WTA. The City will have representation on this project and will receive community specific recommendations upon the project's completion.

**FINANCIAL CONSIDERATIONS:**

- The total approved project cost for the Master Pedestrian and Bicycle Plan is \$60,000. The City's portion is \$12,000 plus 1.5% of the federal award in administration fees (approximately \$720).
- The total approved project cost for the Academy Arts District plan is \$80,000. The City's portion of the match is \$16,000 plus 1.5% of the federal award in administration fees (approximately \$960).
- The local match and administration fees will be due by the end of January 2018 and has been provided for in the 2018 budget.

**LEGAL CONSIDERATIONS:**

The agreements have been approved as to form by the City Attorney.

**RECOMMENDATION/ACTION:**

Approve the WAMPO Agreements for the Planning Walkable Places Program for a Master Pedestrian and Bicycle Plan and for the Academy Arts District plan.

**WICHITA METROPOLITAN AREA PLANNING ORGANIZATION  
PLANNING WALKABLE PLACES PROGRAM  
MASTER PEDESTRIAN & BICYCLE PLAN**

**AGREEMENT**

**PARTIES:**                    **City of Maize, KS**, hereinafter referred to as the “Sponsor”

**Wichita Area Metropolitan Planning Organization**, hereinafter referred to as “WAMPO”

**PURPOSE:**                    The Planning Walkable Places (here in after known as “PWP”) program provides local governments with financial support to advance detailed planning and project development activities in support of MOVE2040’s activity centers and corridors framework. Funds received will be used to advance detailed local planning in support of the project application as detailed in Exhibit A.

   The program looks to facilitate the following objectives:

- Create pilot projects that can be evaluated by all member jurisdictions and members of the public.
- Enhance community identity by helping to create core areas and Main Streets with distinctive characteristics.
- Promote pedestrian safety.
- Enhance or restore the character and charm of traditionally walkable areas.
- Support a “sense of community” in small and large cities.
- Enhance the quality of community of events and help keep up with rapidly increasing rates of attendance.
- Support efforts to enhance economic vitality and tourism that rely on foot traffic for attractions and retail.

**EFFECTIVE**                    The parties mutually agree to Articles I, II, III, and IV in accordance with this Agreement from the \_\_\_ day of \_\_\_\_\_, 2017 until the 31<sup>st</sup> day of October, 2018.

**ARTICLE I**

**SPONSOR AGREES:**

1. To fund their portion of the PWP program’s required local match of \$12,000 with a one-time payment upon delivery of an invoice from WAMPO;
2. To pay a one-time administrative fee to WAMPO of approximately 1.5% of the federal award to cover a portion of the indirect services fee charged to WAMPO by its fiscal agent;
3. That any change order or request for additional services must be submitted through WAMPO to the contracted consultant. If the resulting change order or request for additional services requires additional funding, payment shall be the responsibility of the Sponsor;
4. To pay for any ineligible expense that is incurred on this project that is not reimbursed to

- WAMPO by the Kansas Department of Transportation (KDOT);
5. To provide a project manager and coordinate the consultant team;
  6. To participate in the PWP program management and provide WAMPO all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal requirements regarding the PWP project;
  7. Agree to include designated WAMPO project liaison in study advisory committee; and
  8. To provide a selection committee to review consultant vendor proposals, interview prospective consultant vendors, and make final selection of vendor.

## **ARTICLE II**

### **WAMPO AGREES:**

1. To provide project liaison and project management;
2. To administer awarded Planning Walkable Places funding of \$48,000, unless state or federal funding sources withdraw funding;
3. To coordinate and conduct consultant selection process to meet state and federal procurement requirements in the use of federal funds that includes but is not limited to debarment and Disadvantaged Business Enterprise (DBE) requirements;
4. To provide oversight of federal requirements that governs the use of federal funds in connection with the PWP program; and
5. To administer consultant invoicing and reimbursement process per state and federal guidelines.

## **ARTICLE III**

### **BOTH PARTIES MUTUALLY AGREE:**

1. That this Agreement and all contracts entered into under provisions of this Agreement shall be binding upon the City of Maize , Kan. and WAMPO; and
2. That no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

## **ARTICLE IV**

1. Consultant Service Agreement. Unless otherwise agreed to by the parties in writing, WAMPO's agreement with any Consultant for the PWP program is attached hereto and incorporated herein as Exhibit B; subject to the following revisions to Exhibit B:
  - a. Section 9C regarding Copyrights and Ownership of Deliverables – “All rights, title and interest in and to the Deliverables, including copyright thereto, shall vest in WAMPO and the City of Maize, Kansas, who shall be deemed authorss of the Deliverables.”
  - b. Section 14 D regarding Additional Insured – “WAMPO and the City of Maize, Kansas shall be included as an additional insured under Consultant's furnished insurance (except Workers' Compensation Insurance). . . .”
  - c. Section 23 regarding Indemnification for Claims and Liability – “...Consultant agrees to protect, indemnify, defend and hold harmless WAMPO and the City of Maize, Kansas....”

2. Audits.
  - (a) For purposes of this Section, "Records" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract, the Consultant Services Agreement and all Contract amendments and renewals.
  - (b) WAMPO shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. Sponsor shall have a right to examine or audit all Records, and WAMPO shall provide access to Sponsor of all Records upon ten (10) days written notice from the Sponsor.
  - (c) The books, documents and records of WAMPO in connection with this Contract shall be made available to the WAMPO's Auditor, and the person or entity administering this Contract within ten (10) days after the written request is made.
3. Cash Basis Law. Pursuant to the Kansas Cash Basis Law, Sponsor is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during Sponsor's current budget year. In the event Sponsor does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.
4. Termination. WAMPO and Sponsor each respectively reserves the right to terminate this Agreement at any time without cause by giving the other not less than thirty (30) days written notice of termination. If the City terminates the Agreement prior to completion of services, the City shall compensate WAMPO for all services satisfactorily completed as of the date of WAMPO's receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**Wichita Area Metropolitan Planning Organization**

**City of Maize, Kan.**

Pete Meitzner, Chair  
Transportation Policy Body

Clair Donnelly  
Mayor

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Exhibit A  
PROJECT APPLICATION





## PLANNING WALKABLE PLACES CALL FOR PROJECTS

### BACKGROUND

Planning Walkable Places is a non-construction grant program for WAMPO cities and counties who wish to do pedestrian-related planning projects. This is defined broadly. Possible projects might include area plans, street or development design guidelines, studies or surveys, or conceptual planning of sidewalks, paths, or systems. These can be for the purpose of safety, public health, quality of life, or tourism and economic development.

### DEFINITIONS

**Local Match:** many federal funding programs require that grant recipients pay some percentage of a project's cost (in the case of this program, 20 percent)

**Preliminary Engineering (not eligible):** analysis and design work to produce construction plans and engineering specifications, and specific cost estimates

**Conceptual Plans (eligible):** plans that create options or scenarios for meeting a need and help to choose among them, and/or provide the purpose, location, and type of a facility such as a sidewalk or path

**Public Involvement/Public Process:** the process by which an organization consults with interested or affected individuals, organizations, and government entities before making a decision

**Project Scope:** a description of the work to be performed

### RESOURCES

For further information, please check out some of the below Planning Walkable Places Program resources:

[Program Document](#)

[Visual Guide](#)

[Program Web-Page](#)



# CALL FOR PROJECTS APPLICATION

*One project per application*

ORGANIZATION/AGENCY	PRIMARY CONTACT	PRIMARY CONTACT INFORMATION
<b>Name:</b> City of Maize	<b>Name:</b> Jolene Graham	<b>Phone:</b> (316)722-7561
<b>Address:</b> Po Box 245, Maize, KS 67101	<b>Title:</b> Executive Assistant	<b>E-Mail:</b> jgraham@cityofmaize.org

## ELIGIBILITY

Please select if your project will include (select all that apply):

- Preliminary Engineering (defined above)
- Right of Way Acquisition
- Utility Relocation
- Construction
- Land Surveying

If you checked any of the above, your project may need to be changed in order to be eligible for funding under this program. Please call Jason O'Brien at 316-352-4861 or Kristen Zimmerman at 316-352-4862.

Please select if your project will include (select all that apply):

- A clear explanation of how the project will enhance walkability
- A public involvement process
- A conceptual description of all work to be performed
- A reasonably accurate cost estimate

If you did **NOT** check **ALL** of the boxes above, your project may need to be changed in order to be eligible for funding under this program. For further detail please call Jason O'Brien at 316-352-4861 or Kristen Zimmerman at 316-352-4862.

## PROJECT DESCRIPTION

Please describe your proposed project. See the below examples for further insight:

*Bad Example: Plan a sidewalk between 183rd and 187th street.*

*Good Example: Plan for connecting 183rd and 187th Streets on Harlan Avenue so that residents in the Pine Hills neighborhood can safely walk to the Pine Hills Shopping Center. The plan will help determine whether to extend the sidewalk on the west side of Harlan Ave or construct a new facility between the neighborhood and Shopping Center on the east side, and will help to determine what types of crosswalks or other safety features may be appropriate. Engineering concerns and public input will both be considered. The plan will also examine the possible addition of trees and lighting along this route and extending to Maple Sugar Park on 188th Street. It will develop planning-level cost estimates or ranges for implementing different options.*

The City of Maize is in the process of updating the community's comprehensive plan. Over the past few years and through the planning process, the community has expressed interest in expanding the pedestrian and bicycle network. The City has invested in many links to connect different areas of the community. Now Maize wants a long-term plan to connect the entire city with a seamless network to draw investment to the area, provide for safe and active transportation, and improve on Maize's quality of life.

The Bicycle and Pedestrian Plan will focus on connecting people and places. The plan will identify a future bicycle and pedestrian network that connects neighborhoods, parks, schools, event spaces, jobs, and businesses. It will also identify links to surrounding communities to ensure regional connectivity. The network will be divided into prioritized projects that identify the general facility type with planning-level costs estimates for implementation. Wayfinding and branding design standards and placement protocol will be included to aid in navigation and promoting the use of the network. Maize will standardize the designs by including design guidelines for elements within the street right-of-way as well as property development standards. Implementation strategies will be developed with a focus on integrating walkability into City practices, regulations, and policies.

The plan will be guided by an advisory committee and utilize surveys and other citizen engagement opportunities to inform the decision-making process. Stakeholder interviews will be vital to the process, especially due to the many schools within Maize.

Out of the three projects the City of Maize is submitting for consideration, this is our first preference and priority for funding.

## PROJECT COST

Please describe the costs associated with your project:

\$60,000 (\$48,000 Federal and \$12,000 Local)



## AGREEMENTS

### INITIAL

JG

It is understood and agreed that any funds awarded may only be used on the project described in this application.

JG

This program uses federal funds, which require local matching funds. It is understood and agreed that the grant recipient must provide 20 percent of the total project cost.

JG

It is understood and agreed that substantial changes made to the project's scope of work after award must be approved by WAMPO, and that expenditures on unapproved activities might not be reimbursed.

JG

It is understood and agreed that no additional federal funds will be provided for project cost increases after award.

JG

It is understood and agreed that the Kansas Department of Transportation's consultant procurement process must be adhered to when choosing a consultant (WAMPO will provide guidance and assistance).

This is the official project submission of a WAMPO member jurisdiction

Your signature indicates agreement to all of the above terms and provisions



(please sign here)

### Application Submission:

Applicants shall submit an electronic copy of their completed project application form no later than **June 15, 2017 at 5:00 PM CST** to the attention of Jason O'Brien at [jaobrien@wichita.gov](mailto:jaobrien@wichita.gov).

Please direct any addition questions or requests for information to following:

Jason O'Brien, Senior Planner I  
271 W. Third Street, Suite 208  
Wichita, KS 67202-1212  
Phone: 316-352-4861  
Fax: 316-858-7765  
E-Mail: [jaobrien@wichita.gov](mailto:jaobrien@wichita.gov)

Kristen Zimmerman, Senior Planner II  
Phone: 316-352-4862  
E-Mail: [kzimmerman@wichita.gov](mailto:kzimmerman@wichita.gov)

Exhibit B  
CONSULTANT CONTRACT

PLACEHOLDER FOR WAMPO-CONSULTANT CONTRACT

WICHITA METROPOLITAN AREA PLANNING ORGANIZATION  
PLANNING WALKABLE PLACES PROGRAM  
ACADEMY ARTS DISTRICT

**AGREEMENT**

**PARTIES:**                    **City of Maize, KS**, hereinafter referred to as the “Sponsor”

**Wichita Area Metropolitan Planning Organization**, hereinafter referred to as “WAMPO”

**PURPOSE:**                    The Planning Walkable Places (here in after known as “PWP”) program provides local governments with financial support to advance detailed planning and project development activities in support of MOVE2040’s activity centers and corridors framework. Funds received will be used to advance detailed local planning in support of the project application as detailed in Exhibit A.

   The program looks to facilitate the following objectives:

- Create pilot projects that can be evaluated by all member jurisdictions and members of the public.
- Enhance community identity by helping to create core areas and Main Streets with distinctive characteristics.
- Promote pedestrian safety.
- Enhance or restore the character and charm of traditionally walkable areas.
- Support a “sense of community” in small and large cities.
- Enhance the quality of community of events and help keep up with rapidly increasing rates of attendance.
- Support efforts to enhance economic vitality and tourism that rely on foot traffic for attractions and retail.

**EFFECTIVE**                    The parties mutually agree to Articles I, II, III, and IV in accordance with this Agreement from the \_\_\_ day of \_\_\_\_\_, 2017 until the 31<sup>st</sup> day of October, 2018.

**ARTICLE I**

**SPONSOR AGREES:**

1. To fund their portion of the PWP program’s required local match of \$16,000 with a one-time payment upon delivery of an invoice from WAMPO;
2. To pay a one-time administrative fee to WAMPO of approximately 1.5% of the federal award to cover a portion of the indirect services fee charged to WAMPO by its fiscal agent;
3. That any change order or request for additional services must be submitted through WAMPO to the contracted consultant. If the resulting change order or request for additional services requires additional funding, payment shall be the responsibility of the Sponsor;
4. To pay for any ineligible expense that is incurred on this project that is not reimbursed to

- WAMPO by the Kansas Department of Transportation (KDOT);
5. To provide a project manager and coordinate the consultant team;
  6. To participate in the PWP program management and provide WAMPO all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal requirements regarding the PWP project;
  7. Agree to include designated WAMPO project liaison in study advisory committee; and
  8. To provide a selection committee to review consultant vendor proposals, interview prospective consultant vendors, and make final selection of vendor.

## **ARTICLE II**

### **WAMPO AGREES:**

1. To provide project liaison and project management;
2. To administer awarded Planning Walkable Places funding of \$64,000, unless state or federal funding sources withdraw funding;
3. To coordinate and conduct consultant selection process to meet state and federal procurement requirements in the use of federal funds that includes but is not limited to debarment and Disadvantaged Business Enterprise (DBE) requirements;
4. To provide oversight of federal requirements that governs the use of federal funds in connection with the PWP program; and
5. To administer consultant invoicing and reimbursement process per state and federal guidelines.

## **ARTICLE III**

### **BOTH PARTIES MUTUALLY AGREE:**

1. That this Agreement and all contracts entered into under provisions of this Agreement shall be binding upon the City of Maize , Kan. and WAMPO; and
2. That no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

## **ARTICLE IV**

1. Consultant Service Agreement. Unless otherwise agreed to by the parties in writing, WAMPO's agreement with any Consultant for the PWP program is attached hereto and incorporated herein as Exhibit B; subject to the following revisions to Exhibit B:
  - a. Section 9C regarding Copyrights and Ownership of Deliverables – “All rights, title and interest in and to the Deliverables, including copyright thereto, shall vest in WAMPO and the City of Maize, Kansas, who shall be deemed authors of the Deliverables.”
  - b. Section 14 D regarding Additional Insured – “WAMPO and the City of Maize, Kansas shall be included as an additional insured under Consultant's furnished insurance (except Workers' Compensation Insurance). . . .”
  - c. Section 23 regarding Indemnification for Claims and Liability – “...Consultant agrees to protect, indemnify, defend and hold harmless WAMPO and the City of Maize, Kansas....”

2. Audits.
  - (a) For purposes of this Section, "Records" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract, the Consultant Services Agreement and all Contract amendments and renewals.
  - (b) WAMPO shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. Sponsor shall have a right to examine or audit all Records, and WAMPO shall provide access to Sponsor of all Records upon ten (10) days written notice from the Sponsor.
  - (c) The books, documents and records of WAMPO in connection with this Contract shall be made available to the WAMPO's Auditor, and the person or entity administering this Contract within ten (10) days after the written request is made.
3. Cash Basis Law. Pursuant to the Kansas Cash Basis Law, Sponsor is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during Sponsor's current budget year. In the event Sponsor does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.
4. Termination. WAMPO and Sponsor each respectively reserves the right to terminate this Agreement at any time without cause by giving the other not less than thirty (30) days written notice of termination. If the City terminates the Agreement prior to completion of services, the City shall compensate WAMPO for all services satisfactorily completed as of the date of WAMPO's receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.



**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**Wichita Area Metropolitan Planning Organization**

**City of Maize, Kan.**

Pete Meitzner, Chair  
Transportation Policy Body

Clair Donnelly  
Mayor

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Exhibit A  
PROJECT APPLICATION



## PLANNING WALKABLE PLACES CALL FOR PROJECTS

### BACKGROUND

Planning Walkable Places is a non-construction grant program for WAMPO cities and counties who wish to do pedestrian-related planning projects. This is defined broadly. Possible projects might include area plans, street or development design guidelines, studies or surveys, or conceptual planning of sidewalks, paths, or systems. These can be for the purpose of safety, public health, quality of life, or tourism and economic development.

### DEFINITIONS

**Local Match:** many federal funding programs require that grant recipients pay some percentage of a project's cost (in the case of this program, 20 percent)

**Preliminary Engineering (not eligible):** analysis and design work to produce construction plans and engineering specifications, and specific cost estimates

**Conceptual Plans (eligible):** plans that create options or scenarios for meeting a need and help to choose among them, and/or provide the purpose, location, and type of a facility such as a sidewalk or path

**Public Involvement/Public Process:** the process by which an organization consults with interested or affected individuals, organizations, and government entities before making a decision

**Project Scope:** a description of the work to be performed

### RESOURCES

For further information, please check out some of the below Planning Walkable Places Program resources:

[Program Document](#)

[Visual Guide](#)

[Program Web-Page](#)



# CALL FOR PROJECTS APPLICATION

*One project per application*

ORGANIZATION/AGENCY	PRIMARY CONTACT	PRIMARY CONTACT INFORMATION
<b>Name:</b> City of Maize	<b>Name:</b> Jolene Graham	<b>Phone:</b> (316)722-7561
<b>Address:</b> Po Box 245, Maize, KS 67101	<b>Title:</b> Executive Assistant	<b>E-Mail:</b> jgraham@cityofmaize.org

## ELIGIBILITY

Please select if your project will include (select all that apply):

- Preliminary Engineering (defined above)
- Right of Way Acquisition
- Utility Relocation
- Construction
- Land Surveying

If you checked any of the above, your project may need to be changed in order to be eligible for funding under this program. Please call Jason O'Brien at 316-352-4861 or Kristen Zimmerman at 316-352-4862.

Please select if your project will include (select all that apply):

- A clear explanation of how the project will enhance walkability
- A public involvement process
- A conceptual description of all work to be performed
- A reasonably accurate cost estimate

If you did **NOT** check **ALL** of the boxes above, your project may need to be changed in order to be eligible for funding under this program. For further detail please call Jason O'Brien at 316-352-4861 or Kristen Zimmerman at 316-352-4862.

## PROJECT DESCRIPTION

Please describe your proposed project. See the below examples for further insight:

Bad Example: Plan a sidewalk between 183rd and 187th street.

Good Example: Plan for connecting 183rd and 187th Streets on Harlan Avenue so that residents in the Pine Hills neighborhood can safely walk to the Pine Hills Shopping Center. The plan will help determine whether to extend the sidewalk on the west side of Harlan Ave or construct a new facility between the neighborhood and Shopping Center on the east side, and will help to determine what types of crosswalks or other safety features may be appropriate. Engineering concerns and public input will both be considered. The plan will also examine the possible addition of trees and lighting along this route and extending to Maple Sugar Park on 188th Street. It will develop planning-level cost estimates or ranges for implementing different options.

The area along and Academy Avenue in the City of Maize is a center of community activity. The area includes the corridors of Academy Avenue from Maize Road to 119th Street West and Park Avenue from Academy Avenue to 53rd Street North. The area includes the older developments of Maize, multiple schools, parks, businesses, places of worship, and residential properties. Major community events, such as the Kansas Special Olympics, concerts and performance occur in the Academy Area. The heart of the area is the Academy Arts District, which is redeveloping and transitioning to a business district.

The plan will identify a long-term vision for area to create a walkable, mixed-use district based upon context and function. The area will promote walking by creating vibrant activity center with context-sensitive development and providing safe and pleasant walking experience. The planning process will utilize stakeholder and public engagement to identify the future and how to achieve the community desires.

Major elements of the plan will include identification of existing conditions, desired future conditions, and a path for achieving the desired future. The plan will cover a variety of different issues including vehicular traffic, pedestrian circulation, bicycle access, safety, parking, streetscaping, branding and wayfinding, special event access and circulation, infrastructure and service capacity, businesses, land use, development codes, and design. The focus of any land use or code elements will be to make different transportation modes more practical, in a manner similar to Transit Oriented Development (TOD) projects. The plan will include property and street design guidelines to ensure consistent and context-sensitive designs.

Out of the three projects the City of Maize is submitting for consideration, this is our second preference and priority for funding.

## PROJECT COST

Please describe the costs associated with your project:

\$80,000 (\$64,000 Federal and \$16,000 Local)



## AGREEMENTS

### INITIAL

*JO*

It is understood and agreed that any funds awarded may only be used on the project described in this application.

*JO*

This program uses federal funds, which require local matching funds. It is understood and agreed that the grant recipient must provide 20 percent of the total project cost.

*JO*

It is understood and agreed that substantial changes made to the project's scope of work after award must be approved by WAMPO, and that expenditures on unapproved activities might not be reimbursed.

*JO*

It is understood and agreed that no additional federal funds will be provided for project cost increases after award.

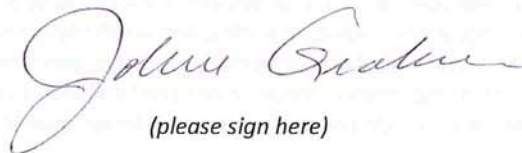
*JO*

It is understood and agreed that the Kansas Department of Transportation's consultant procurement process must be adhered to when choosing a consultant (WAMPO will provide guidance and assistance).

*JO*

This is the official project submission of a WAMPO member jurisdiction

Your signature indicates agreement to all of the above terms and provisions

  
(please sign here)

### Application Submission:

Applicants shall submit an electronic copy of their completed project application form no later than **June 15, 2017 at 5:00 PM CST** to the attention of Jason O'Brien at [jaobrien@wichita.gov](mailto:jaobrien@wichita.gov).

Please direct any addition questions or requests for information to following:

Jason O'Brien, Senior Planner I  
271 W. Third Street, Suite 208  
Wichita, KS 67202-1212  
Phone: 316-352-4861  
Fax: 316-858-7765  
E-Mail: [jaobrien@wichita.gov](mailto:jaobrien@wichita.gov)

Kristen Zimmerman, Senior Planner II  
Phone: 316-352-4862  
E-Mail: [kzimmerman@wichita.gov](mailto:kzimmerman@wichita.gov)

Exhibit B  
CONSULTANT CONTRACT

PLACEHOLDER FOR WAMPO-CONSULTANT CONTRACT

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, OCTOBER 16, 2017**

**AGENDA ITEM # 8G**

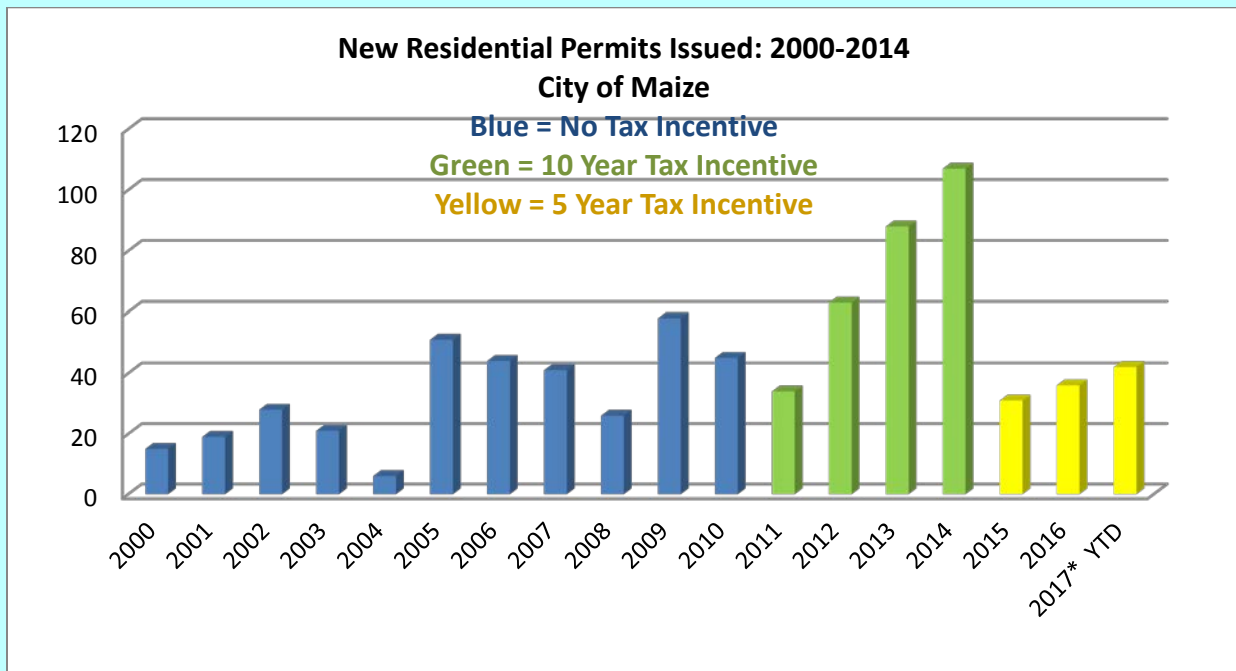
**ITEM:        Housing Incentive Policy**

**BACKGROUND:**

The housing incentive program was implemented in August 2011 as a ten year reimbursement of the City of Maize property taxes on a sliding scale. Its purpose was to assist and stabilize a struggling housing market. Builders and developers were on the verge of defaulting and the City at large would have been responsible for the special tax debt incurred by these developers.

Due to the significant improvement in the housing market, Council approved the replacement of the ten year housing incentive plan with a five year sliding scale plan in effect starting January 1, 2015. It expires December 31, 2017. The policy is attached.

The chart below reflects new residential permits over the past seventeen years and the influence of tax incentive programs upon growth. Maize taxes are currently 37-mills higher than Wichita; our primary competitor in the housing market. The five year tax incentive program closes the gap between Wichita's and Maize's property taxes, albeit not as much as the ten year program. However, as seen in the chart below, growth is still occurring with the five-year incentive program. While the development in Wichita to the east of Maize is occurring at a greater pace, the five-year program allows for controlled growth and infrastructure improvements.





**FINANCIAL CONSIDERATIONS:**

This program operates as a pass-through, or on a “money-in, money-out” premise. The financial considerations of keeping the program are the opportunity costs of forgoing property taxes and of administrative costs of managing the program. Conversely, in eliminating the program, the City risks future property revenue loss as a result of an uncompetitive housing market.

**LEGAL CONSIDERATIONS:**

None at this time

**RECOMMENDATION/ACTION:**

Approve the renewal of the five year tax incentive program policy to continue to December 31, 2020.

**CITY OF MAIZE, KANSAS**

**ECONOMIC DEVELOPMENT  
INITIATIVE**

**2015-2017 Housing Incentive Plan**

**Adopted by Maize City Council on August 11, 2011  
Modified per Council vote on October 20, 2014**

## 2011/2012 HOUSING INCENTIVE PLAN

- I. PURPOSE:** This Housing Incentive Plan is intended to promote the overall economic development of the City of Maize, Kansas (the “City”) by stimulating the construction and sale of new residential housing, thereby bringing new residents to the City.
- II. OPERATION OF THE HOUSING INCENTIVE PLAN:** The governing body of the City has approved, pursuant to Home Rule Ordinance No. 833 adopted August 15, 2011, and modified on October 20, 2014, the payment of Grants to Qualified Residents of the City upon the completion of eligible Property within the City limits. Applications for Grants are to be made during the Application Period to the City Administrator using the form attached hereto as *Exhibit B*. Upon approval of such application by the City Administrator, the City and the Qualified Resident will enter into a Grant Agreement in substantially the form attached hereto as *Exhibit C* specifying the Grant Period, the amount of the Grant, and the conditions of the Grant payments, all in accordance with the provisions of this Plan. Qualified Residents will be required to provide the City with a completed Form W9 at the time the application is filed, and the City shall file Form 1099-G with the Internal Revenue Service and the Kansas Department of Revenue in connection with each Grant payment.

At the end of the Application Period, the governing body of the City will review the Plan and determine its continuation. In the event the Plan is discontinued or modified for subsequent years, those Qualified Residents approved during the Application Period may continue to receive the Grant payments specified in the Grant Agreement for the full term of the Grant Period, provided the conditions of the Plan continue to be met.

A Qualified Resident may assign its interest in the Grant Agreement upon sale of the Property to another Qualified Resident during the Grant Period, provided the conditions of the Plan continue to be met. The participating Qualified Resident is responsible for passing on the conditions of and general information on the Plan to any subsequent owner of the Property.

- III. DEFINITIONS:** As used in this Plan, the following terms have the following respective meanings:

(A) “*Application Period*” means the period beginning January 1, 2015 and ending December 31, 2017.

(B) “*Grant*” means an annual economic development grant payable by the City to the Qualified Resident, in a predetermined amount as set forth in the Grant Agreement, for the duration of the Grant Period. The amount of the Grant shall be determined in accordance with the formula set forth on *Exhibit A* hereto; provided, however, that the amount of the Grant shall never exceed the actual amount of ad valorem property taxes levied against the Property by the City in the calendar year for which the Grant is paid.

(C) “*Grant Agreement*” means the written agreement between the City and the Qualified Resident with respect to the amount and duration of the Grant.

(D) “*Grant Period*” means a 5-year period commencing the later of (1) the calendar year after the year in which the certificate of occupancy is received for the Property or (2) calendar year 2015.

(E) “*Plan*” shall mean the Housing Incentive Plan approved by the governing body of the City of Maize, Kansas in effect at the time the Grant Agreement is executed.

(F) “*Property*” means any free-standing, single-family residence, and associated real property and appurtenances, within the City limits, for which a certificate of occupancy is issued within the Application Period; provided, however, in the case of a single-family residence which is owned by the commercial builder of such residence and is being offered for sale, the certificate of occupancy may have been issued at any time after January 1, 2015.

(G) “*Qualified Resident*” means the record owner of the Property, which may be the commercial builder of the subject residence or the resident owner of the subject residence. Owners of record who rent the Property to unrelated third-parties are not eligible for the Grant.

**IV. ADDITIONAL CRITERIA FOR DETERMINATION OF ELIGIBILITY:**

(A) Any Property that is delinquent in any tax payment and/or special assessment with respect to any real property within the City shall not be eligible for any Grant payment for the year of the delinquency. Delinquency is defined as: “Any tax and/or special assessment that are not paid by the scheduled due dates and has entered into a period where interest is assigned as a penalty by the county for unpaid condition.” Grants will not be payable for any year until all tax payments and special assessments for such year have been paid in full.

(B) Property must have a minimum appraised value of \$100,000, as determined by the Sedgwick County Appraiser as of January 1 of the first year of the Grant Period.

(C) The Property must conform with all codes, rules, and regulations in effect at the time any improvements are made, and for the length of the Grant Period.

(D) The Property may not be occupied by or rented to a third-party unrelated to the Owner, nor may it be used for business or commercial purposes (other than listed for sale by the commercial builder of the Property).

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

**EXHIBIT A**  
**Grant Calculation Table**

The following table illustrates the method by which the City shall determine the amount of any Grant:

<b>Year</b>	<b>Grant Calculation</b>
1	Assessed Value of the Property as of January 1 times City of Maize mill levy (the "Base Amount")
2	100% of the Base Amount
3	100% of the Base Amount
4	75% of the Base Amount
5	50% of the Base Amount

**EXHIBIT B**

**APPLICATION FOR ECONOMIC DEVELOPMENT GRANT  
2015-2017 HOUSING INCENTIVE PLAN**

Owner's Name: \_\_\_\_\_ Day Phone: (\_\_\_\_) \_\_\_\_\_  
(Please Print)

Owner's Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip \_\_\_\_\_

E-mail Address: \_\_\_\_\_ May we use this for correspondence? \_\_\_\_ Yes \_\_\_\_ No

Address of Property: \_\_\_\_\_

Parcel Identification Number: \_\_\_\_\_  
(Take from your tax statement or call County Appraiser's Office)

Legal Description of Property: \_\_\_\_\_

Estimated Start Date of Construction: \_\_\_\_/\_\_\_\_/\_\_\_\_

Estimated Date of Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Certificate of Occupancy: \_\_\_\_/\_\_\_\_/\_\_\_\_ (attach copy)

Permitted Value for the Property \_\_\_\_\_

I have read and do hereby agree to comply with all conditions of the City of Maize, Kansas 2015-2017 Housing Incentive Plan.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date Signed

APPROVED:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

Attachment: Form W9

**EXHIBIT C**

**FORM OF GRANT AGREEMENT**

**THIS GRANT AGREEMENT** is dated as of \_\_\_\_\_ by and between the City of Maize, Kansas, a Kansas, municipal corporation (the “City”) and \_\_\_\_\_ (the “Owner”).

**SECTION 1  
RECITALS**

- A. The City has established its 2015-2017 Housing Incentive Plan for the purpose of stimulating the overall economic development of the City by encouraging the construction and sale of new residential housing within the City and thereby bringing new residents to the City.
- B. The Owner is a Qualified Resident owning Property (as such terms are defined in the Plan) and has applied to the City for participation in the 2015-2017 Housing Incentive Plan.
- C. The parties hereto enter into this Grant Agreement to make and confirm certain commitments to each other with respect to certain real property and incentives for the mutual economic benefit and well being of the parties and the residents and inhabitants of the City.

**SECTION 2  
DEFINITIONS**

. In addition to words and terms defined elsewhere herein, the following words and terms in this Grant Agreement shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means Article 12, § 5 of the Constitution of the State of Kansas (the "Home Rule Amendment") and Home Rule Ordinance No. 833 of the City and modified on October 20, 2014.

“Grant” means an annual economic development grant payable by the City to the Owner, in the amounts set forth on *Exhibit A* hereto, for the duration of the Grant Period; provided, however, that the amount of the Grant shall never exceed the actual amount of ad valorem property taxes levied against the Property by the City in the calendar year for which the Grant is paid.

“Grant Agreement” means this agreement between the City and the Owner.

“Grant Period” means a 5-year period set forth on *Exhibit A* hereto.

“Plan” shall mean the Housing Incentive Plan approved by the governing body of the City of Maize, Kansas in effect as of the date hereof.

“Property” means the free-standing, single-family residence, and associated real property and appurtenances, described on *Exhibit B* hereto.

**SECTION 3  
REPRESENTATIONS AND WARRANTIES**

- A. Representations of the City.

(1) The City is a city of the third class duly organized and existing under the laws of the State of Kansas and is authorized by the Act to enter into and perform obligations, agreements and undertakings such as those set forth in this Grant Agreement.

(2) This Grant Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms. Such obligation is not subject to the provisions of K.S.A. 10-1101 *et seq.* (Kansas Cash-basis Law) or the annual appropriation of funds.

**B. Representations of the Owner.**

(1) The Owner acknowledges receipt of a complete copy of the Plan and agrees to comply with its terms and conditions.

(2) The Property is a free-standing, single-family residence owned by the Owner. The Owner is either the commercial builder of the Property and has the property listed for sale, or occupies the Property as a single-family residence. The Property is not occupied or rented to a third-party unrelated to the Owner, nor is it used for business or commercial purposes.

(3) The Owner is not delinquent in any tax payment and/or special assessment for real property located within the City.

(4) The Owner agrees to comply with all codes, rules and regulations in effect in the City with respect to the Property throughout the Grant Period.

(5) The appraised value of the Property, as determined by the Sedgwick County appraiser, is at least \$100,000 as of the date hereof.

(6) If the Property is sold within the Grant Period, the Owner agrees to pass on all information concerning compliance with the Plan to the subsequent owners.

(7) The Owner acknowledges and agrees that the Plan is subject to the laws of the State of Kansas. If the laws of the State of Kansas prohibit the continuation of the Plan, then the City will terminate the Plan, which may result in the termination of any Grant payments that would otherwise be made pursuant to the Plan and this Grant Agreement.

**SECTION 4  
GRANT PAYMENTS**

A. The City agrees to make annual Grant payments as set forth on *Exhibit A* hereto, provided the Owner has been in compliance with the terms and conditions of the Plan and this Grant Agreement for the calendar year in question. Such Grant payments will be paid by check payable to the Owner or assigns within 60 days of receipt of the notice required by Section 4(B) hereof. Form 1099-G will be filed with the Internal Revenue Service and the Kansas Department of Revenue with respect to each Grant payment made.

B. The Owner agrees to notify the City when all conditions of the Plan and this Grant Agreement, including payment of all ad valorem taxes and special assessments, are satisfied for a given calendar year and request payment of the Grant for such year.

**SECTION 5  
MISCELLANEOUS**

A. This Grant Agreement may be amended only with the prior written consent of the City and the Owner. This Grant Agreement may be assigned by the Owner to a subsequent owner of the Property without the



consent of the City, provided such subsequent owner is a Qualified Resident within the meaning of the Plan. The Owner agrees to provide the City with written notice of such assignment.

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

C. The parties hereto agree that this Grant Agreement shall be governed and construed in accordance with the laws of the State of Kansas.

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

E. GRANT PAYMENTS MAY OR MAY NOT HAVE TAX IMPLICATIONS FOR THE OWNER AND ITS ASSIGNS. EACH RECIPIENT OF GRANT PAYMENTS SHOULD SEEK THE ADVICE OF TAX PROFESSIONALS WITH RESPECT TO THE TREATMENT OF SUCH GRANT PAYMENTS FOR STATE AND FEDERAL INCOME TAX PURPOSES.

**IN WITNESS WHEREOF**, the City and the Owner have caused this Grant Agreement to be duly executed by their duly authorized representatives.

**CITY OF MAIZE, KANSAS**

By: \_\_\_\_\_  
City Administrator

**OWNER**

\_\_\_\_\_  
Name:  
Title:

**EXHIBIT A TO GRANT AGREEMENT**

Calendar Year	Grant Amount

**EXHIBIT B TO GRANT AGREEMENT**

**Description of the Property**

**Address:**

**Legal Description:**

**Parcel Identification No.:**

**ASSIGNMENT OF GRANT AGREEMENT**

\_\_\_\_\_, as Owner under the foregoing Grant Agreement, hereby assigns its right, title and interest in such Grant Agreement to \_\_\_\_\_, the current owner of record of the Property.

\_\_\_\_\_  
Name:  
Title:  
Date:

The undersigned hereby accepts the assignment of the foregoing Grant Agreement and agrees to comply with all terms and conditions of such Grant Agreement and the Plan.

\_\_\_\_\_  
Name:  
Title:  
Date:

ACKNOWLEDGED:  
CITY OF MAIZE, KANSAS

By: \_\_\_\_\_  
Title:  
Date:

Attachment: Form W9

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, October 16, 2017  
AGENDA ITEM # 8H**

**ITEM:           Water and Wastewater Benefit Fee Ordinance**

**BACKGROUND:**

Water and Wastewater mains are installed to distribute water to and collect wastewater from large areas. Smaller distribution lines transport to and collect from the individual lots in new developments.

However there is a larger cost, outside of the smaller distribution lines, to get the utilities to their properties.

City staff compared policies from various cities in Kansas and is recommending the method utilized by the City of Wichita for 9 years.

This formula charges new developments Benefit Fees for the cost of an 8-inch line.

The proposed fee is 2.6 cents per square foot for water and 5 cents per square foot for wastewater.

The fee could be repaid through special assessments on the property.

New developments utilizing the line after it is installed would likewise be assessed the same fee.

*Note*, the ordinance is written without the specific fee rate as to allow for fee adjustments. The fee cost is administratively reviewed based on utilities price increases or, on occasion, decreases.

The fees would accomplish three things:

- 1) It would allow the City to proceed with developments and give the developer clear guidelines regarding costs; and
- 2) It would create consistency with area cities assessment methods for future developments; and
- 3) It would create more equitable fees for the “first developers” who request the utility services.

**FINANCIAL CONSIDERATIONS:**

From the City of Wichita’s Council briefing dated October 21, 2008 “The typical residential development is comprised of 80 acres divided into 240 lots (approximately 3 lots per acre). Using the current rates of 2.6 cents per square foot, each lot would be assessed \$378 for water and for a 14,520 square foot lot.” The Sewer fees would total \$726 for the same lot at 5 cents per square foot.

These would be one-time fees for receiving utilities and could be repaid with special assessments on the property.

**LEGAL CONSIDERATIONS:**

City Attorney approves the ordinance as to form

**RECOMMENDATION/ACTION:**

Approve the ordinance for Water and Wastewater Benefit Fees to equitably distribute the costs for new developments.

(Published in *The Clarion* on November \_\_, 2017)

**AN ORDINANCE OF THE CITY OF MAIZE, KANSAS PROVIDING FOR THE APPLICATION OF BENEFIT FEES RECEIVED BY THE CITY FROM OWNERS OF PROPERTY WHICH BENEFIT FROM CERTAIN WATER IMPROVEMENTS INITIATED BY PETITION PURSUANT TO K.S.A. 12-6a04, AS AMENDED, ALL OR A PORTION OF THE COST OF WHICH HAS BEEN PAID FROM EITHER PROCEEDS OF WATER AND WASTEWATER UTILITY REVENUE BONDS OF THE CITY OR OTHER AVAILABLE FUNDS OF THE WATER AND WASTEWATER UTILITY OF THE CITY.**

WHEREAS, the City of Maize, Kansas (the "City") is a city of the third class duly created, organized and existing under the laws of the State of Kansas (the "State"), and

WHEREAS, the City is authorized under the laws of the State to construct, reconstruct, alter, repair, improve, extend or enlarge its municipal utilities and to issue general obligation bonds or revenue bonds or use other available funds in payment of the cost there;

WHEREAS, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended and supplemented including particularly K.S.A. 12-6a19 (hereinafter referred to as the "Act") the City requires the owners of property which benefits from the construction of certain water improvements initiated by petition pursuant to K.S.A. 12-6a04, and amendments thereto, all or a portion of the cost of which has been paid from either proceeds of water and wastewater utility revenue bonds or other funds provided by the city at large; and

WHEREAS, the Act makes no provision in such cases for the application of such benefit fees, and the governing body of the City desires to make such provision under the authority of Article 12, Section 5 of the Constitution of the State;

NO, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MAIZE, KANSAS:

Section 1. In cases where the City has constructed water improvements initiated by petition pursuant to K.S.A. 12-6a04 and amendments thereto, all or a portion of the cost which has been paid from either proceeds of water and wastewater utility revenue bonds of the City, or other available funds of the Utilities, and acting pursuant to K.S.A. 12-6a19, as amended, the City has required owners of property which benefits from such improvements but which was not included within the original benefit district to pay a benefit fee, such benefit fees shall upon receipt be considered Gross Revenue of the City derived from the operation of the Utilities, and

shall be applied to and deposited in the Water or Wastewater Utility Revenue Funds created and maintained by the City, all as more specifically provided by various ordinances and resolutions of the City adopted thereafter with respect to the parity water and wastewater utility revenue bonds of the City.

Section 2. This ordinance shall be in force and take effect from and after its passage and approval of the governing body of the City, and its publication one time in the City's official newspaper.

PASSED AND APPROVED by the governing body of the City of Maize, Kansas on November \_\_\_\_\_, 2017.

(Seal)

---

Clair Donnelly, Mayor

---

Jocelyn Reid, City Clerk

APPROVED AS TO FORM:

---

Tom Powell, City Attorney

# October 2017



## Monthly Council Report

### Department Highlights

- Overall Department activities are functioning normal.
- Officers have adjusted to the new 12 hours work schedule. No complaints and it seems to be limiting overtime. Continue working on areas to reduce overtime such as court and prisoner transport. I have spoken with Richard about several ideas I have that would we could benefit from. Chief is working on those proposals.
- Sgt. Catherine Herr received her 2 year deployment orders from the Air Force. We will underfill her position with a patrol officer as soon as possible. We must retain her position during her deployment by Federal law.
- Detective Piper has spent many hours investigating our missing persons case. He has involved the media and national organizations in attempt to locate our missing resident.

**Budget status: 89.32100%**

**Major purchases: None**

#### Current Staff Levels.

- 11 Full-time
- 2 Part-time
- 1 Reserve
- 3 Reserve -Vacant

#### Monthly Activities

September Police Reports - 825  
 September calls for service - 568

#### Community Policing:

Fall Fest activities.  
 Presentations to USD 266 staff about drugs in schools



## PUBLIC WORKS REPORT 10-11-2017

### Regular Work

- Graded 61<sup>st</sup> and north Tyler Road, as well as 45<sup>th</sup> street, and Hidden Acres Rd.
- We do locates, check the water and lift stations daily, as well as clean and stock the new bathroom. This is all done 365 days a year.
- We continue to mow somewhere nearly every day. Ditches, Parks, both ponds, well houses and lift station areas, all ditches and road ROW,s.

### Special Projects

- Dug 66 holes in the back 5 acres of the Cemetery preparing to plant trees there in the next two weeks. We are also installing new sprinkler system in that area to be able to water the trees now and possibly water some of the grass if it gets too dry. We will see how that goes.
- Helped prepare for the parade for the Fall Festival. Installed flags along Maize Road for the event as well.
- Have finished installing the new pads, picnic tables and sidewalk for the park. Had a great turnout for the Art Festival and concert. Blocked off Academy and we saw many of you there. Drained the Splash Park and cleaned and waxed all the structures in preparation for next year.
- Hauled brush for 13 elderly or disabled residents this month. Also opened the brush dump and had many local residents bring in brush on Oct 8<sup>th</sup>.
- Installed a new stop sign at 37<sup>th</sup> & Lilly. Installed 3 new yield signs at the round about at the entrance to Watercress. Replaced 4 signs along 119<sup>th</sup> that were knocked down.
- Finally finished making a permanent repair on the broken waterline at 45<sup>th</sup> and Maize Road. In order to accomplish that without having anyone loose water we had a 12" hot tap valve installed on the south side of 45<sup>th</sup> on the 12" main and had a connecting 8" line ran from the 8" line on the north side of 45<sup>th</sup> at Plantation to the 10" main running east on the south side of 45<sup>th</sup>. Those two installations allowed us to shut 3 valves off at the north west corner of 45<sup>th</sup> and Maize to make the repair with no one loosing water during the process.
- 138 locates this month. 23 water meters turned off for non-payment. 25 complaints handled this month as well.

Ron Smothers

Public Works director

## **City Engineer's Report**

**9/18/2017**

### **Maize High School**

Construction is continuing on the exterior of the Career and Technology Education Center at Maize High School. It is almost complete.

### **USD 266 Transportation facility**

The major steel framing is complete.

### **Watercress Villas**

The clubhouse now has furnishing and fitness equipment installed. This area will function as their sales office to sign leases for apartment units. They are currently leasing units that are completed. Units will become available as soon as they are completed with the units at the west end completing first and continuing to the east.

### **Copper Creek Apartments**

The drainage plans for the apartments have been approved and are currently installing drainage ponds and lining them with clay. The contractor is currently installing the sanitary sewer from Hampton Lakes North to the apartment complex. Footings for the first two apartment units and two garages have been installed.

**PLANNING ADMINISTRATOR'S  
REPORT**

**DATE:** September 18, 2017

**TO:** Maize City Council Members

**FROM:** Kim Edgington, Planning Administrator

**RE:** Regular September Council Meeting

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

1. Watercress Apartment development – Construction continues with an anticipated opening date of fall 2017. The sign within the Ranch Road right-of-way has now been constructed and is very attractive.
2. Comprehensive Plan Update – Gould Evans currently preparing another survey to further refine the plan and accurately reflect the vision of the community in late summer. Richard and I met with Graham Smith from Gould Evans on September 17<sup>th</sup> and made a lot of progress on nearing the completion of a draft document for review in November.
3. Cypress Point Addition – a plat for 37 single-family lots on 20 acres on the north side of 37<sup>th</sup> Street approximately ¼ mile west of Tyler. The final plat was reviewed and approved by the Council at your September meeting. Survey work is beginning with infrastructure construction expected to begin in the next month.
4. Sign variance for Holiday Inn – the Board of Zoning Appeals was scheduled to hear a request to construct an additional sign along Maize Road at their October 7<sup>th</sup> meeting, but all necessary application materials were not received by the agenda deadline. These materials have not yet been received for the November BZA meeting so it is not known yet if the request will be heard at the November 2<sup>nd</sup> meeting.
5. Zone change at 6045 N Maize Road – the property owner has requested a zone change from Single Family Residential to LC Limited Commercial with a Protective Overlay to allow the construction of a building to house his supplies for his U.S. mail contracting delivery service. The Planning Commission will review this request at their November 2<sup>nd</sup> meeting.
6. Variance at 416 W Irma – the property owner is requesting to reduce the rear yard setback to 6 feet for construction of a garage in an area that backs up to open space. The Board of Zoning Appeals will review this request at their November 2<sup>nd</sup> meeting.

7. Vacation at 120 E Jones – the property owner is petitioning to vacate a portion of a platted alley and platted utility easement for the construction of a garage on this lot. The Planning Commission will review this request at their November 2<sup>nd</sup> meeting.
8. 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  
October 16, 2017**

Year to date status (Through 9/30/17):

<b>General Fund –</b>			
	Budget	YTD	
Rev.	\$3,251,293	\$3,010,961	92.61%
Exp.	\$3,375,058	\$2,845,768	84.32%
<b>Streets –</b>			
Rev.	\$302,350	\$ 241,143	79.76%
Exp.	\$308,050	\$ 232,844	75.59%
<b>Wastewater Fund-</b>			
Rev.	\$784,000	\$ 670,096	85.47%
Exp.	\$768,863	\$ 601,596	78.24%
<b>Water Fund-</b>			
Rev.	\$779,925	\$ 711,891	91.28%
Exp.	\$779,925	\$ 635,987	81.54%

**Health & Dental Benefits**

Per Council's request, here are the 2017 numbers (through 8/31/2017) 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:	\$251,454.88	\$ 62,875.76	\$314,330.64
Dental:	17,099.10	4,276.27	21,375.37
Life:	<u>9,533.66</u>	<u>0</u>	<u>9,533.66</u>
	<b>\$278,087.64</b>	<b>\$ 67,152.03</b>	<b>\$345,239.67</b>

**CAPITAL PROJECTS**

**Projects w/o  
Temp Notes**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/16	Expenditures 1/1/17 thru 9/30/17	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2B Water	05	585-16	\$ 123,000.00	\$ 13,593.65	\$ 70,342.48	\$ 83,936.13	\$ 39,063.87
Eagles Nest Phase 2B Paving	05	586-16	\$ 422,000.00	\$ 24,757.63	\$ 262,566.23	\$ 287,323.86	\$ 134,676.14
Maize Industrial Park 2nd Paving	05	591-17	\$ 843,800.00	\$ -	\$ 26,641.97	\$ 26,641.97	\$ 817,158.03
Maize Industrial Park 2nd Water	05	592-17	\$ 60,200.00	\$ -	\$ 42,020.98	\$ 42,020.98	\$ 18,179.02
Maize Industrial Park 2nd Sewer	05	593-17	\$ 75,800.00	\$ -	\$ 41,021.98	\$ 41,021.98	\$ 34,778.02
Hampton Lakes 3rd Sewer	05			\$ -	\$ 4,860.00	\$ 4,860.00	\$ (4,860.00)
Cypress Point Water	05			\$ -	\$ 95.33	\$ 95.33	\$ (95.33)
Cypress Point Sewer	05			\$ -	\$ 95.33	\$ 95.33	\$ (95.33)
Cypress Point Paving	05			\$ -	\$ 95.33	\$ 95.33	\$ (95.33)
119th Street Water	05			\$ -	\$ 4,750.00	\$ 4,750.00	\$ (4,750.00)
<b>Totals</b>			<b>\$ 1,524,800.00</b>	<b>\$ 38,351.28</b>	<b>\$ 452,489.63</b>	<b>\$ 490,840.91</b>	<b>\$ 1,043,855.08</b>

KDHE Project	Fund	Ordinance	Total Resolution Amount	Expenditures thru 12/31/16	Expenditures 1/1/17 thru 9/30/17	Total Expenditures	Resolution Authorization Less Expenditures
WWTP Expansion	05	923	\$ 6,100,000.00	\$ 10,155.91	\$ 1,270,578.52	\$ 1,280,734.43	\$ 4,819,265.57
<b>Grand Total</b>				<b>\$48,507.19</b>	<b>\$1,723,068.15</b>	<b>\$1,771,575.34</b>	<b>\$5,863,120.65</b>

**CIP 2017 (As of 9/30/2017)**

<u>Detail</u>	<u>Reason</u>	<u>September Revenue</u>	<u>September Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/17					\$ 88,249.41
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax	-		-	1.85
Interest	From Bank Accounts	664.58		2,000.00	6,513.77
Reimbursements	Sidewalk Grant	-			-
Other Revenues	Sale of Dugan Park Land	65,115.00			65,115.00
Transfers	From General Fund	38,333.33		460,000.00	344,999.97
Total Revenues		104,112.91		462,000.00	416,630.59
<b>Total Resources</b>					<b>504,880.00</b>
Street Improvements				-	350,000.00
Sidewalk/Bike Paths				-	100,000.00
Park Improvements				-	200,000.00
Other Capital Costs				-	-
Total Expenditures				-	650,000.00
Cash Balance - 9/30/17					<b>\$ 31,371.91</b>

CITY OF MAIZE/REC COMMISSION  
 SHARED COSTS FOR CITY HALL COMPLEX  
 THRU 9/30/2017

	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	\$517.78	\$381.81	\$135.97	\$4,646.19	\$3,420.30	\$1,225.89	Flat - based on number of lines
Internet	1,057.67	951.90	105.77	9,528.03	8,567.10	961.93	Flat - \$105.77/month
Gas	32.16	17.72	14.44	2,811.11	1,548.92	1,262.19	44.90%
Electric	3,473.97	1,914.16	1,559.81	19,511.39	10,750.78	8,760.61	44.90%
Janitor	1,767.20	973.73	793.47	16,939.27	9,333.54	7,605.73	44.90%
Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00	
Trash	79.13	43.60	35.53	686.05	378.01	308.04	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	10,364.00	5,710.56	4,653.44	44.90%
Pest Control	300.00	275.00	25.00	2,700.00	2,475.00	225.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
<b>Total</b>	<b>\$7,227.91</b>	<b>\$4,557.92</b>	<b>\$2,669.99</b>	<b>\$67,186.04</b>	<b>\$42,184.21</b>	<b>\$25,002.83</b>	

Shared Costs for City Hall  
 Updated 10/11/2017



**Equipment Reserve 2017 (As of 9/30/2017)**

<u>Detail</u>	<u>Reason</u>	<u>September Revenue</u>	<u>September Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/17					\$ 96,339.29
Interest	From Bank Accounts	58.01		300.00	568.56
Reimbursement	Sale of Phone Equipment	-			-
Transfers	From General Fund	11,666.67		140,000.00	105,000.03
<b>Total Revenues</b>		<b>\$ 11,724.68</b>		<b>\$ 140,300.00</b>	<b>\$ 105,568.59</b>
<b>Total Resources</b>					<b>\$ 201,907.88</b>
Trucks/Heavy Equipment			\$ -	\$ 41,000.00	\$ 39,584.67
Computers			8,534.94	45,000.00	15,464.97
Police Department Expenses			4,290.96	50,000.00	59,823.16
<b>Total Expenditures</b>			<b>\$ 12,825.90</b>	<b>\$ 136,000.00</b>	<b>\$ 114,872.80</b>
Cash Balance - 9/30/2017					<b>\$ 87,035.08</b>

CITY OF MAIZE/USD #266  
 SHARED COSTS FOR SCHOOL RESOURCE OFFICERS  
 THRU 9/30/2017

	MONTHLY BILL	CITY PORTION	USD #266 PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	USD #266 PORTION YEAR TO DATE
Wages	\$ 9,727.04	\$ 2,431.76	\$ 7,295.28	\$ 57,179.26	\$ 14,294.82	\$ 42,884.45
FICA/Medicare Taxes	686.95	171.74	515.21	4,093.45	1,023.36	3,070.09
KPERS (Employer)	822.91	205.73	617.18	7,879.21	1,969.80	5,909.41
Health/Life/Other Employer Paid Benefits	1,882.20	470.55	1,411.65	13,668.20	3,417.05	10,251.15
<b>Total Shared Costs</b>	<b>\$ 13,119.10</b>	<b>\$ 3,279.78</b>	<b>\$ 9,839.33</b>	<b>\$ 82,820.12</b>	<b>\$ 20,705.03</b>	<b>\$ 62,115.09</b>
<b>Other Items</b>	<b>COST</b>	<b>CITY PORTION</b>	<b>USD #266 PORTION</b>	<b>YEAR TO DATE COSTS</b>	<b>CITY PORTION YEAR TO DATE</b>	<b>USD #266 PORTION YEAR TO DATE</b>
Office Chair-MHS SRO		\$ -		\$ 649.09	\$ -	\$ 649.09
<b>Totals</b>	<b>\$ 13,119.10</b>	<b>\$ 3,279.78</b>	<b>\$ 9,839.33</b>	<b>\$ 83,469.21</b>	<b>\$ 20,705.03</b>	<b>\$ 62,764.18</b>



## CITY OPERATIONS REPORT

**DATE:** October 11, 2017  
**TO:** Maize City Council  
**FROM:** Richard LaMunyon-Becky Bouska-Sue Villarreal-Jolene Graham  
**RE:** October Report

 **NOTE: Next Council Meeting is Monday, November 13<sup>th</sup> @ 7pm**

**1) Working Council Items Include:**

- *Revised Animal Control Ordinance (Nov)*
- *City Policy/Organizational Chart (Nov)*
- *2017 revised Budget public hearing & adoption (Nov)*
- *James Street Petition*
- *119<sup>th</sup> Water Project Bids & Contract (Dec)*
  - ✓ *In design phase*
  - ✓ *Worthington*
- *Tyler Road Sewer Extension*

**2) Carriage Crossing 2<sup>nd</sup> Entrance**

In the past, discussions have been conducted regarding a second entrance into Carriage Crossing V (*east of railway north of 45th Street*). During March 2010, Schwab-Easton, P.A. provided a proposed map of the entrance. Discussions were held with the K & O Railroad and the Fire Department as plans expanded. Discussions for the project involved the City absorbing the cost for the new entrance across the drainage way and railroad crossing, with the developer responsible for all infrastructure (*water, sewer, roadway, drainage*) costs associated with the development itself.

The process was halted when the developer, Steve Martin, withdrew from the project. New builders (*Tim Chad/Bob Armstrong*) are in the process of buying and developing the land and have requested the second entrance discussion be reopened with the city. He is currently building homes in the addition and desires to continue.

In order to facilitate this project, the City will be entering into an engineer agreement for the design and cost estimates for the 2<sup>nd</sup> entrance.

Once this information is available, Council can consider how to move forward with the project.

**3) Economic Development**

One key component of Economic Development is a community's quality of life. September was a great month of Ballet in the Park, Glenn Alexander and Shadowland Concert, followed by the Fall Festival. The weather was great for all of the events and fun was had by all.

**4) Cemetery:**

- Meeting at Cemetery to review regulations regarding decorations October 11<sup>th</sup>
- Tree planting for new addition scheduled for October 26<sup>th</sup>
- Installation of irrigation system to follow tree planting

**5) Year- In-Review**

During this Monday's Council agenda report section, Richard will provide the Council a verbal summary and overview regarding city operations and activities for the past twelve-months.

**City Meetings**

- Wednesdays - Mayor's Workshop @ 11am
- October 16<sup>th</sup> - Council @ 7pm
- November 2<sup>nd</sup> - Planning @ 7pm
- November 13<sup>th</sup> - Council @ 7pm
- November 14th - Park & Tree @ 5:30pm
- November 17th - Council @ 7pm



# MUNICIPAL COURT

October 11, 2017

AS OF 9/30/17

<u>3rd Quarter Activity</u>	<u>2017</u>	<u>YTD</u>	<u>2016</u>	<u>YTD</u>
DUI	13	34	1	8
Traffic Violations	218	663	135	421
Parking Violations	0	2	0	0
Ordinance Violations	28	98	19	72
Crimes Against Persons	5	21	4	11
Crimes Against Property	14	29	2	100
Code Enforcement Violations	2	2	0	0
Zoning Violations	0	3	1	2
<b>Total Violations Filed</b>	<b><u>280</u></b>	<b><u>852</u></b>	<b><u>162</u></b>	<b><u>614</u></b>
<b><u>Case Dispositions</u></b>				
Dismissals	284	777	216	545
Completed Cases	159	457	79	245
<b><u>Warrants</u></b>				
Issued	40	154	66	139
Cleared	45	129	109	240

Respectfully,

Sara A. Javier

MUNICIPAL COURT FEE COLLECTIONS  
2017

<b>Fund</b>	<b>FEE TYPE</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>TOTAL</b>
GF	Municipal Court Warrants	\$ 350.00	\$ 680.00	\$ 730.00	\$ 570.00	\$ 250.00	\$ 100.00	\$ 263.09	\$ 550.00	\$ 350.00				\$ 3,843.09
GF	Court Fines	\$ 4,730.96	\$ 6,783.98	\$ 7,842.20	\$ 5,026.98	\$ 4,771.00	\$ 4,884.18	\$ 5,704.67	\$ 5,259.00	\$ 6,342.00				\$ 51,344.97
GF	Municipal Court Late Fee	\$ 100.00	\$ 197.50	\$ 280.00	\$ 180.00	\$ 80.00	\$ 134.86	\$ 225.14	\$ 140.00	\$ 140.00				\$ 1,477.50
GF	Municipal Court Costs	\$ 2,437.11	\$ 2,495.47	\$ 3,314.53	\$ 3,112.41	\$ 3,115.02	\$ 4,056.54	\$ 4,111.14	\$ 3,606.39	\$ 2,796.98				\$ 29,045.59
GF	Municipal Police Reports	\$ 211.40	\$ 190.95	\$ 307.80	\$ 230.00	\$ 155.00	\$ 85.00	\$ 200.00	\$ 225.00	\$ 190.00				\$ 1,795.15
GF	Restitution Fees	\$ 461.77	\$ 151.25	\$ 701.95	\$ -	\$ -	\$ 593.81	\$ 244.00	\$ -	\$ 28.00				\$ 2,180.78
GF	Diversion Fees	\$ 458.68	\$ -	\$ 1,131.86	\$ 1,420.00	\$ -	\$ 1,360.00	\$ 198.16	\$ 822.72	\$ 299.90				\$ 5,691.32
GF	ADSAP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
GF	Police Video Fee	\$ -	\$ 25.00	\$ 25.00	\$ 75.00	\$ 50.00	\$ 125.00	\$ 65.00	\$ 25.00	\$ 125.00				\$ 515.00
GF	Jail Housing Fees	\$ 152.22	\$ 501.01	\$ 618.71	\$ 610.64	\$ 210.72	\$ 467.81	\$ 476.00	\$ 482.63	\$ 260.81				\$ 3,780.55
LETF	Local Law Enforcement Training Funds	\$ 436.50	\$ 520.00	\$ 640.50	\$ 616.50	\$ 698.76	\$ 794.24	\$ 860.50	\$ 723.00	\$ 550.50				\$ 5,840.50
MCF	State Court Training	\$ 30.50	\$ 35.00	\$ 47.50	\$ 46.00	\$ 46.00	\$ 60.00	\$ 58.50	\$ 54.00	\$ 41.50				\$ 419.00
MCF	Human Trafficking Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
MCF	State Law Enforcement Training	\$ 775.39	\$ 878.50	\$ 1,030.61	\$ 1,033.50	\$ 1,126.00	\$ 1,333.63	\$ 1,413.87	\$ 1,208.50	\$ 923.50				\$ 9,723.50
MCF	Reinstatement Fees	\$ 81.00	\$ 59.00	\$ 67.50	\$ -	\$ 81.00	\$ -	\$ -	\$ -	\$ -				\$ 288.50
MCF	Municipal Court Bond Receipt	\$ 500.00	\$ 363.54	\$ (804.00)	\$ -	\$ -	\$ 1,580.00	\$ -	\$ (711.04)	\$ 3,000.00				\$ 3,928.50
MCF	Diversion Fees	\$ 1,009.90	\$ 1,553.08	\$ 536.63	\$ 650.00	\$ 1,057.34	\$ 100.00	\$ 342.00	\$ 1,491.77	\$ 880.00				\$ 7,620.72
MCF	Public Defender Fees	\$ 109.50	\$ 151.50	\$ 187.00	\$ 180.50	\$ 184.50	\$ 287.00	\$ 431.00	\$ 362.50	\$ 165.00				\$ 2,058.50
MCF	ADSAP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
MCF	DUI Supervisory Fund	\$ -	\$ 250.00	\$ 569.14	\$ 793.86	\$ -	\$ 500.00	\$ -	\$ -	\$ 250.00				\$ 2,363.00
	<b>Total Fee Assessed</b>	<b>\$ 11,844.93</b>	<b>\$ 14,835.78</b>	<b>\$ 17,226.93</b>	<b>\$ 14,545.39</b>	<b>\$ 11,825.34</b>	<b>\$ 16,462.07</b>	<b>\$ 14,593.07</b>	<b>\$ 14,239.47</b>	<b>\$ 16,343.19</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#####</b>