

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, NOVEMBER 19, 2018
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE

**MAIZE CITY COUNCIL AGENDA
MAYOR DONNA CLASEN PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 6) Consent Agenda
 - a) Approval of Minutes –City Council Regular Meeting of October 15, 2018.
 - b) Cash Disbursements from October 1, 2018 thru October 31, 2018 in the amount of \$458,743.23(Check #67585 thru #67703).
 - c) 2018 Audit Services Contract, Busby, Ford and Reimer.
- 7) Old Business
 - A. Aerotech Expansion IRB Ordinance
- 8) New Business
 - A. 2018 Budget Amendment
 - B. Collections Ordinance
 - C. CBK Collections Agreement
 - D. Personnel Policy Manual

9) Reports

- Police
- Public Works
- City Engineer
- Planning & Zoning
- City Clerk
- Legal
- Operations
- Council Member's Reports
- Mayor's Report

10) Executive Session

11) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, October 15, 2018**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **October 15, 2018** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Donna Clasen** presiding. Council members present were **Pat Stivers, Karen Fitzmier, Kevin Reid** and **Alex McCreath**. **Jennifer Herington** was absent.

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

APPROVAL OF AGENDA:

The Agenda was submitted for approval.

MOTION: **Fitzmier** moved to approve the agenda as submitted.
Stivers seconded. Motion declared carried.

PUBLIC HEARING FOR AKJ HOLDINGS, LLC (EVANS BUILDING IRBs:

Mayor Clasen opened the public hearing at 7:02 pm. Hearing no comments, she closed the public hearing.

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a) Approval of minutes –Regular Council Meeting of September 17, 2018 and Special Meeting of October 3, 2018.
- b) Receive and file Planning Commission minutes of September 6, 2018.
- c) Cash Disbursements from September 1, 2018 through September 30, 2018 in the amount of \$2,222,051.82 (Check #67441 thru #67584).

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

AKJ HOLDINGS, LLC (EVANS BUILDING) INDUSTRIAL REVENUE BONDS:

A resolution of intent to issue industrial bonds in an amount not to exceed \$4,205,000 to finance the relocation of Evans Building from Wichita to the Maize Industrial Park was submitted for Council approval.

MOTION: **Fitzmier** moved to approve the resolution to determine the advisability of issuing taxable industrial revenue bonds for the Evans Building project in amount not to exceed \$4,205,000 for the purpose of financing the acquisition, construction and equipping a commercial facility in Maize.
Stivers seconded. Motion declared carried.

City Clerk assigned Resolution #623-18.

FIREWORKS ORDINANCE:

An ordinance amending the City Code relating to fireworks stands in the City of Maize was submitted for Council approval.

MOTION: **Fitzmier** moved to approve the ordinance to amend Section 7-201(d) of the City of Maize Code removing restrictions relating to the number and locations of fireworks stands in the City of Maize.
McCreath seconded. Motion declared carried.

City Clerk assigned Ordinance #950.

ANIMAL CONTROL AMENDING ORDINANCE:

An ordinance amending Section 2-202 of the City Code was submitted for Council approval.

MOTION: *McCreath* moved to approve the ordinance amending Section 2-202 of the Code of the City of Maize, Kansas, pertaining to license fees for dogs and repealing the existing Section 2-202.
Stivers seconded. Motion declared carried.

City Clerk assigned Ordinance #951.

Mayor Clasen recessed the Council meeting at 7:23 pm.

MAIZE PARK CEMETERY BOARD REGULAR MEETING

The Maize Park Cemetery Board met in a regular meeting at 7:23 pm on **October 15, 2018** in the Maize City Hall, 10100 Grady Avenue, with *Chairperson Karen Fitzmier* presiding. Board members present were *Pat Stivers, Donna Clasen, Kevin Reid* and *Alex McCreath*.

APPROVAL OF MINUTES:

The minutes of the regular Cemetery Board meeting of August 6, 2018 were submitted for Board approval.

MOTION: *Stivers* moved to approve the minutes of the August 6, 2018 regular Cemetery Board meeting.
McCreath seconded. Motion declared carried.

CEMETERY FEES:

A revised schedule of cemetery fees was submitted for Board approval.

MOTION: *Stivers* moved to approve the proposed fee schedule effective January 1, 2019.
McCreath seconded. Motion declared carried.

ADJOURNMENT:

With no further business before the Cemetery Board,

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

Mayor Clasen reconvened the Council meeting at 7:26 pm.

EXECUTIVE SESSION:

Mayor Clasen requested that Council recess into an executive session to discuss “form of government with the City Attorney pursuant to the exception for matters which could be deemed privileged in the attorney-client relationship under the Kansas Open Meetings Act.

MOTION: *Fitzmier* moved to enter executive session for 20 minutes to discuss “form of government with the City Attorney pursuant to the exception for matters which could be deemed privileged in the attorney-client relationship under the Kansas Open Meetings Act. The open meeting will resume in this room at 8:30 pm.
Stivers seconded. Motion declared carried.

Council entered executive session at 8:10 pm and reconvened the open meeting at 8:30 pm. No action was taken.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by:

Jocelyn Reid, City Clerk

CITY OF MAIZE
Bank Reconciliation Report
For October 2018

Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 535,319.10	\$ 177,556.70	\$ 255,120.25	\$ 457,755.55
02	Street Fund	171,348.20	59,593.70	20,513.36	\$ 210,428.54
04	Capital Improvements Fund	180,849.65	41,053.45	-	221,903.10
05	Long-Term Projects	(313,770.36)	-	137,218.14	(450,988.50)
06	Mayor Donnelly Memorial Fund	4,280.00	-	-	4,280.00
10	Equipment Reserve Fund	58,827.31	12,664.69	4,548.00	66,944.00
11	Police Training Fund	12,210.64	518.54	-	12,729.18
12	Municipal Court Fund	40,608.13	2,514.46	300.00	42,822.59
16	Bond & Interest Fund	(115,875.73)	51,377.15	-	(64,498.58)
19	Wastewater Reserve Fund	251,596.05	8,960.69	-	260,556.74
20	Wastewater Treatment Fund	966,897.51	81,335.35	60,858.64	987,374.22
21	Water Treatment Fund	895,901.25	98,383.80	64,858.74	929,426.31
22	Water Reserve Fund	203,991.31	3,000.00	-	206,991.31
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	5,929.21	2,041.04	1,099.73	6,870.52
76	Bond Refundings	(60,637.82)	-	-	(60,637.82)
98	Maize Cemetery	108,628.03	1,564.47	1,945.43	108,247.07
Totals All Fund		\$ 3,364,307.14	\$ 540,564.04	\$ 546,462.29	\$ 3,358,408.89

Bank Accounts and Adjustments

Halstead Checking Account	\$ 326,845.65	\$ 651,075.48	\$ 359,994.19	\$ 617,926.94
Outstanding Items				\$ (284,136.17)
Halstead Bank Money Market Account	3,110,362.71	6,008.34	200,000.00	2,916,371.05
Maize Cemetery CD 85071	-	-	-	-
Maize Cemetery Operations	108,922.78	1,564.47	2,240.18	108,247.07
Totals All Banks	\$ 3,546,131.14	\$ 658,648.29	\$ 562,234.37	\$ 3,358,408.89

CITY OF MAIZE
Cash and Budget Position
Thru October 31, 2018

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	\$ 535,319.10	\$ 177,556.70	\$ 255,120.25	\$ 457,755.55	\$ 3,716,847.00	\$ 3,515,042.17	\$ 3,256,330.26	\$ 460,516.74	12.39%
02	Street Fund	171,348.20	59,593.70	20,513.36	210,428.54	310,050.00	306,028.91	269,126.48	40,923.52	13.20%
04	Capital Improvements Fund	180,849.65	41,053.45	-	221,903.10	544,000.00	418,128.80	326,774.52	217,225.48	39.93%
05	Long-Term Projects	(313,770.36)	-	137,218.14	(450,988.50)	-	2,830,883.22	6,193,624.43		
06	Mayor Donnelly Memorial Fund	4,280.00	-	-	4,280.00		4,280.00	-		
10	Equipment Reserve	58,827.31	12,664.69	4,548.00	66,944.00	170,000.00	129,715.32	189,710.25	5,698.25	3.35%
11	Police Training Fund	12,210.64	518.54	-	12,729.18	3,000.00	5,973.54	2,772.76	227.24	7.57%
12	Municipal Court Fund	40,608.13	2,514.46	300.00	42,822.59	-	22,105.71	20,191.91		
16	Bond & Interest Fund	(115,875.73)	51,377.15	-	(64,498.58)	2,264,103.00	1,990,500.82	2,227,853.99	36,249.01	1.60%
19	Wastewater Reserve Fund	251,596.05	8,960.69	-	260,556.74	-	87,088.55	55,466.31		
20	Wastewater Treatment Fund	966,897.51	81,335.35	60,858.64	987,374.22	798,000.00	845,709.04	663,915.13	134,084.87	16.80%
21	Water Fund	895,901.25	98,383.80	64,858.74	929,426.31	822,000.00	977,133.76	689,298.13	132,701.87	16.14%
22	Water Reserve Fund	203,991.31	3,000.00	-	206,991.31	-	30,000.00	11,970.00		
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	5,929.21	2,041.04	1,099.73	6,870.52	-	20,517.08	14,193.11		
76	Bond Refundings	(60,637.82)	-	-	(60,637.82)	-	-	60,637.82		
98	Maize Cemetery	108,628.03	1,564.47	1,945.43	108,247.07	137,940.00	65,614.76	65,279.42	72,660.58	52.68%
Report Totals		\$ 3,364,307.14	\$ 540,564.04	\$ 546,462.29	\$ 3,358,408.89	\$ 8,765,940.00	\$ 11,248,721.68	\$ 14,047,144.52	\$ 1,100,287.56	12.55%



BUSBY FORD & REIMER, LLC

CERTIFIED PUBLIC ACCOUNTANTS

October 22, 2018

COPY

**To the Mayor & City Council
City of Maize, Kansas**

We are pleased to confirm our understanding of the services we are to provide the **City of Maize, Kansas** for the year ending **December 31, 2018**. We will audit the financial statement prepared in accordance with the *Kansas Municipal Audit and Accounting Guide* of the **City of Maize, Kansas Financial Reporting Entity** as of and for the year ending **December 31, 2018**.

We have also been engaged to report on regulatory-required supplementary information that accompanies the **City of Maize, Kansas'** financial statement. We will subject the following regulatory-required supplementary information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and the *Kansas Municipal Audit and Accounting Guide*, and we will provide an opinion on it in relation to the financial statement as a whole:

1. Summary of expenditures-actual and budget.
2. Individual funds schedules of cash receipts and expenditures-actual and budget.
3. Individual funds schedules of cash receipts and expenditures-actual.
4. Schedule of cash receipts and expenditures-Maize Public Building Commission.
5. Schedule of cash receipts and expenditures-Capital Projects.
6. Schedule of cash receipts and cash disbursements-Agency Funds.

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statement is fairly presented, in all material respects, in conformity with the *Kansas Municipal Audit and Accounting Guide* and the accounting practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from accounting principles generally accepted in the United States of America and to report on the fairness of the regulatory-required supplementary information referred to in the second paragraph when considered in relation to the financial statement as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the *Kansas Municipal Audit and Accounting Guide* and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion.

AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS / KANSAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

We will issue a written report upon completion of our audit of the **City of Maize, Kansas'** financial statement. Our report will be addressed to the Mayor and City Council of the **City of Maize, Kansas**. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statement is other than unmodified, we will discuss the reasons with you in advance. If for any reason we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of certain assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statement and other responsibilities required by the *Kansas Municipal Audit and Accounting Guide*.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatements of the financial statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to

identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the **City of Maize, Kansas'** compliance with applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statement of the **City of Maize, Kansas** in conformity with the *Kansas Municipal Audit and Accounting Guide* based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statement of the of the respective Summary of Receipts, Expenditures and Unencumbered Cash of the **City of Maize, Kansas** in conformity with the *Kansas Municipal Audit and Accounting Guide*, and the practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from accounting principles generally accepted in the United States of America.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statement. Your responsibilities include informing us of your

knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others.

In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations. You are responsible for the preparation of the regulatory-required supplementary information, which we have been engaged to report on, in conformity with the *Kansas Municipal Audit and Accounting Guide* and the accounting practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from accounting principles generally accepted in the United States of America. You agree to include our report on the regulatory-required supplementary information in any document that contains, and indicates that we have reported on the regulatory-required supplementary information. You also agree to [include the audited financial statement with any presentation of the regulatory-required supplementary information that includes our report thereon OR make the audited financial statement readily available to users of the regulatory-required supplementary information no later than the date the regulatory-required supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the regulatory-required supplementary information in accordance with the *Kansas Municipal Audit and Accounting Guide*; (2) that you believe the regulatory-required supplementary information, including its form and content, is fairly presented in accordance with the *Kansas Municipal Audit and Accounting Guide*; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reason for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the regulatory-required supplementary information.

Management understands and acknowledges the following with regards to the financial statement:

- The purpose of using the *Kansas Municipal Audit and Accounting Guide* regulatory basis framework is to comply with the statutory provisions applicable to the entity for preparation of the financial statement on a basis of accounting other than accounting principles generally accepted in the United States of America;
- The financial statement is intended for general use;
- Management has taken appropriate steps to determine that the *Kansas Municipal Audit and Accounting Guide* regulatory basis framework is acceptable in the circumstances for meeting its annual financial statement reporting needs;
- Informative disclosures will be included in the financial statement that are appropriate to the *Kansas Municipal Audit and Accounting Guide* regulatory basis framework, including:
 - A description of the *Kansas Municipal Audit and Accounting Guide* regulatory basis framework, including a summary of significant accounting policies, and how the framework differs from accounting principles generally accepted in the United States of America;
 - Informative disclosures similar to those required by accounting principles generally accepted in the United States of America for items contained in the financial statement that are the same as, or similar to, those in a financial statement prepared in accordance with accounting principles generally accepted in the United States of America; and

- Any additional disclosures beyond those specifically required by the *Kansas Municipal Audit and Accounting Guide* regulatory basis framework that may be considered necessary to achieve fair presentation of the financial statement.
- Management has chosen to include the financial information of the following related municipal entity in its financial statement:
 - Maize Public Building Commission

You agree to assume all management responsibilities for our assistance with the preparation of your financial statement and related notes and any other nonattest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services and accept responsibility for them.

Audit Administration, Fees, and Other

Randall G. Ford, CPA is the engagement partner and is responsible for supervising the engagement and signing the report.

Our fees for these services will be **\$16,250**. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to the **City of Maize, Kansas** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

This letter will continue in effect until canceled by either party.

Sincerely,

Busby Ford & Reimer, LLC

Busby Ford & Reimer, LLC

RESPONSE:

This letter correctly sets forth the understanding of the **City of Maize, Kansas**:

By: _____

Title: _____

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, NOVEMBER 19, 2018**

AGENDA ITEM #7A

ITEM: Ordinance Authorizing the Issuance of Industrial Revenue Bonds for AeroTech

BACKGROUND:

On January 15, 2018 the Council approved Resolution #603-18 to determine the advisability of issuing taxable industrial revenue bonds for the purpose of financing the acquisition, construction, installation and equipping a manufacturing facility for AeroTech Engineering in the amount of \$6,000,000.

The facility has been completed and the owner is requesting that the bonds be issued by the City.

The bond ordinance is attached.

Adoption of the ordinance authorizes the execution of the following documents:

- Bond Ordinance
- Lease
- Trust Indenture
- Guaranty
- Bond Purchase Agreement.

FINANCIAL CONSIDERATIONS:

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

LEGAL CONSIDERATIONS:

Bond Counsel prepared the documents and approves them as to form.
Kim Bell will be at the Council meeting.

RECOMMENDATION/ACTION:

Approve the ordinance authorizing the issuance of taxable Industrial Revenue Bonds Series 2018A in an amount not to exceed \$888,000.

ORDINANCE NO. ____

**OF THE
CITY OF MAIZE, KANSAS**

**AUTHORIZING THE ISSUANCE OF
\$888,000 TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2018
(AERO-TECH ENGINEERING PROJECT)**

(Published in the *Clarion* on November 29, 2018)

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE CITY OF MAIZE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2018 (AERO-TECH ENGINEERING PROJECT) FOR THE PURPOSE OF THE ACQUISITION AND CONSTRUCTION OF AN EXPANSION TO AN EXISTING MANUFACTURING FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

THE GOVERNING BODY OF THE CITY OF MAIZE, KANSAS HAS FOUND AND DETERMINED:

A. The City of Maize, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities.

B. Pursuant to Ordinance No. of 907 the Issuer adopted November 16, 2015 and a Trust Indenture dated as of December 1, 2015 (the "Original Indenture") between the Issuer and Security Bank of Kansas City, Kansas City, Kansas (the "Trustee") the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series 2015A (Aero-Tech Engineering Project) (the "Original Bonds"), in the original principal amount of \$3,000,000, for the acquisition and construction of a manufacturing facility (the "Original Project").

C. The Original Project was leased to RAW Investments, Inc., a Kansas corporation (the "Tenant"), pursuant to the provisions of a certain Lease dated as of December 1, 2015 between the Issuer and the Tenant (the "Original Lease") and subleased by the Tenant to Aero-Tech Engineering, Inc., a Kansas corporation (the "Subtenant").

D. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2018 (Aero-Tech Engineering Project) in the aggregate principal amount of \$888,000 (the "Series 2018 Bonds"), for the purpose of paying the cost of the acquisition and construction of an expansion of the Original Project (the "Project Additions," and together with the Original Project, the "Project"), as more fully described in the Supplemental Indenture and in the Supplemental Lease hereinafter authorized.

E. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2018 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Supplemental Trust Indenture dated as of December 1, 2018 with the Trustee (the "Supplemental Indenture"), amending and supplementing the Original Indenture (as supplemented and amended, the "Indenture"), prescribing the terms and conditions of issuing and securing the Series 2018 Bonds;

(ii) a Supplemental Lease dated as of December 1, 2018 (the "Supplemental Lease") with the Tenant, amending and supplementing the Original Lease (as supplemented and amended, the

“Lease”), under which the Issuer will construct the Project Additions and continue to lease the Project to the Tenant in consideration of Basic Rent and other payments;

(iii) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2018 Bonds by the Issuer to RAW Investments, Inc., Wichita, Kansas (the “Purchaser”); and

(iv) an Agreement for Payment in Lieu of Taxes (the "Agreement for Payment in Lieu of Taxes") with the Tenant, under which the Tenant will make certain payments in lieu of taxes for each year after issuance of the Series 2018 Bonds that the Project is exempt from ad valorem taxation.

F. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a, the Project purchased or constructed with the proceeds of the Series 2018 Bonds is eligible for exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 10 years, subject to a payment in lieu of taxes for each year of the exemption, as more particularly described in the Agreement for Payment in Lieu of Taxes. Prior to making this 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.

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Indenture and the Lease referred to herein.

Section 2. **Authority to Cause the Project Additions to be Acquired, Constructed and Equipped.** The City shall cause the Project Additions to be acquired, constructed and equipped in the manner and as more particularly described in the Supplemental Indenture and the Supplemental Lease hereinafter authorized.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2018 Bonds, to be designated " City of Maize Kansas Taxable Industrial Revenue Bonds, Series 2018 (Aero-Tech Engineering Project)" in the aggregate principal amount of \$888,000, for the purpose of providing funds to pay the costs of the acquisition and construction of the Project Additions. The Series 2018 Bonds will be dated and bear interest, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series 2018 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Lease of the Project. The Series 2018 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer and will not be payable in any manner by taxation.

Section 4. **Authorization of Supplemental Indenture.** The Issuer is hereby authorized to enter into the Supplemental Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2018 Bonds on the terms and conditions in the Indenture.

Section 5. **Authorization of Supplemental Lease.** The Issuer is authorized to enter into the Supplemental Lease with the Tenant in the form approved in this Ordinance. The Issuer shall cause the

Project Additions to be acquired and leased by the Issuer to the Tenant pursuant to and in accordance with the provisions of the Lease. The sublease of the Project Additions to the Subtenant is hereby approved.

Section 6. **Authorization of Bond Purchase Agreement.** The Issuer is authorized to sell the Series 2018 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2018 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2018 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. **Property Tax Exemption; Payment in Lieu of Taxes.** The Project will be exempt from ad valorem property taxes for 10 years, commencing in the calendar year after the calendar year in which the Series 2018 Bonds are issued. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals. The Issuer is authorized to enter into the Agreement for Payment in Lieu of Taxes in substantially the form presented for review prior to passage of this Ordinance.

Section 9. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project, including the Project Additions, and the net rentals generated under the Lease to the payment of the Series 2018 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2018 Bonds are paid or deemed to have been paid under the Indenture.

Section 10. **Authority To Correct Errors, Etc.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 11. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2018 Bonds and the Bond Documents.

Section 12. **Effective Date.** This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

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**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, November 19, 2018**

AGENDA ITEM # 8A

ITEM: 2018 BUDGET AMENDMENT

BACKGROUND:

As the year's end approaches the 2018 budget requires amending the 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 some examples of the areas prompting the adjustment are:

- Administration
 - Expenses related to required bond arbitrage calculations performed by our bond counsel
 - Miscellaneous expenses for Mayor Donnelly's funeral dinner
 - Professional services expenses including new Council pictures, salary study and a transit study.
 - Housing Incentive pass-thru funding
- Police Department
 - Several patrol cars had a total of over \$7,000 in repairs and service.
 - Fuel costs significantly increased in 2018 – approximately 38% from 2017.
- Court
 - Setting up an office for the Deputy Municipal Court Clerk led to increased expenses.
- Wastewater
 - Repairs to the Prairie Pines lift station and generator repairs led to increased costs in this department.

Although General Fund revenues are exceeding original projections, expenditures have also exceeded projections. The net result is a decrease in the estimated cash carryover of \$207,800.

Without an adjustment this carry over is estimated to be approximately \$28,000 below projection.

However, there are other areas of the budget to support this cash carry over shortage projections. To supplement cash in the General Fund, funds will be transferred into the General Fund from the Water and Wastewater revenue funds. The transfer of \$17,500 from wastewater and \$17,500 from water will not negatively impact the budget projections for these funds. If revenues in the General Fund are higher than expected at the end of the year and we are able to keep expenditures below projections, we will not need to transfer the funds from the utilities. At year end the 2018 cash carry over projection will be accomplished.

FINANCIAL CONSIDERATIONS:

Staff recommends that the budget authority be increased:

- for the General Fund \$3,716,847 to \$3,780,555
- for the Street Fund \$310,050 to \$316,366
- for the Wastewater Fund \$798,000 to \$818,868
- for the Water Fund \$822,000 to \$828,979

This will ensure sufficient budget authority in these funds to finish the last quarter of 2018.

LEGAL CONSIDERATIONS:

Amending these funds will ensure compliance with Kansas Budget Law.

RECOMMENDATION:

Approve the recommendation to amend the 2018 budget and set the public hearing for 7:00 pm on December 17, 2018 and publish in *The Clarion*.

2018

**Amended
Certificate
For Calendar Year 2018**

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.

		2018 Amended Budget			
		Page No.	Amount of 2017 Tax that was Levied	Adopted 2018 Expenditures	Proposed Amended 2018 Expenditures
Table of Contents:					
Fund	K.S.A.				
General	12-101a	2	1,887,474	3,716,847	3,780,555
Special Highway		3		310,050	316,366
Wastewater		4		798,000	818,868
Water		5		822,000	828,979
Totals		xxxxxxxx	1,887,474	5,646,897	5,744,768
Summary of Amendments		6			

Attested date: _____

County Clerk

Assisted by:

Address:

Email:

Governing Body

CPA Summary

Maize 2018

Adopted Budget

General	2018 Adopted Budget	2018 Proposed Budget
Unencumbered Cash Balance January 1	205,504	197,723
Receipts:		
Ad Valorem Tax	1,887,474	1,834,437
Delinquent Tax	30,000	40,000
Motor Vehicle Tax	217,749	245,000
Sales Tax	750,000	780,000
Transient Guest Tax	100,000	108,842
Liquor Tax	1,000	1,500
Franchise Tax	370,000	406,580
Municipal Court Revenue	97,000	126,575
Permits & Licenses	100,000	140,930
911 Camp Revenue	9,000	9,225
Planning & Zoning Revenue	2,000	4,850
Community Building Rental	6,000	7,000
Fireworks Permits	28,000	32,000
Interest on Idle Funds	3,000	20,000
Miscellaneous		5,247
Transfer from Wastewater		17,500
Transfer from Water		17,500
Total Receipts	3,601,223	3,797,186
Resources Available:	3,806,727	3,994,909
Expenditures:		
City Council	31,250	31,939
Administration	322,900	332,517
Police Department	721,700	753,098
Municipal Court	113,182	123,235
Community Facilities	62,500	65,036
Planning Commission	85,000	87,300
Audit	16,000	16,400
Employee Benefits	722,000	724,797
Utilities	30,000	26,000
Community Services	10,000	6,000
Building Inspections	55,000	70,000
Economic Development	10,000	16,389
Park & Tree Board	30,000	30,000
City Hall Lease Payment	116,908	115,479
Senior Services	500	500
Transient Guest Tax Rebate	100,000	108,842
Housing Grant	220,000	340,000
Commercial Grant	10,000	6,873
Public Works Building Lease Payment	117,282	117,282
911 Camp Expenses	7,500	8,545
Transfer to Street Fund	150,000	150,000
Transfer to CIP	470,000	470,000
Transfer to Equipment Reserve	150,000	150,000
WWTP Mills	120,000	0
Contingency	45,000	27,648
Miscellaneous	125	2,675
Total Expenditures	3,716,847	3,780,555
Unencumbered Cash Balance December 31	89,880	214,354

CPA Summary		
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Maize

2018

Adopted Budget

Special Highway	2018 Adopted Budget	2018 Proposed Budget
Unencumbered Cash Balance January 1	183,490	173,431
Receipts:		
State of Kansas Gas Tax	108,490	122,430
County Transfers Gas	47,890	54,686
Transfer from General Fund	150,000	150,000
Miscellaneous	3,000	3,913
Total Receipts	309,380	331,029
Resources Available:	492,870	504,460
Expenditures:		
Salaries	170,500	164,600
Operating Expenses	139,550	151,766
Total Expenditures	310,050	316,366
Unencumbered Cash Balance December 31	182,820	188,094

CPA Summary

Maize

2018

Adopted Budget

Wastewater	2018 Adopted Budget	2018 Proposed Budget
Unencumbered Cash Balance January 1	776,796	804,993
Receipts:		
User Fees	745,000	840,000
Installation Fees	20,000	50,000
Plant Equity Fees	30,000	65,000
Miscellaneous		
Interest on Idle Funds	3,000	27,000
Total Receipts	798,000	982,000
Resources Available:	1,574,796	1,786,993
Expenditures:		
Salaries	270,788	272,006
Operating Expenses	288,693	290,843
Transfer to Debt Service	202,519	202,519
Transfer to WW Reserve	36,000	36,000
Transfer to General Fund		17,500
Total Expenditures	798,000	818,868
Unencumbered Cash Balance December 31	776,796	968,125

CPA Summary

Maize

2018

Adopted Budget

Water	2018 Adopted Budget	2018 Proposed Budget
Unencumbered Cash Balance January 1	592,939	640,910
Receipts:		
User Fees	700,000	880,000
Tower Rent	52,000	56,000
Water Tap Fees	20,000	60,000
Water Connection Fees	10,000	8,500
Plant Equity Fees	30,000	65,000
Water Tax	9,000	9,000
Miscellaneous		10,481
Interest on Idle Funds	1,000	9,000
Total Receipts	822,000	1,097,981
Resources Available:	1,414,939	1,738,891
Expenditures:		
Salaries & Wages	226,500	239,000
Operating Expenses	216,157	193,136
Transfer to Debt Service	343,343	343,343
Transfer to Water Reserve	36,000	36,000
Transfer to General Fund		17,500
Total Expenditures	822,000	828,979
Unencumbered Cash Balance December 31	592,939	909,912

CPA Summary

**Notice of Budget Hearing for Amending the
2018 Budget**

The governing body of

Maize

will meet on the day of 12/17/2018 at 7:00 pm at 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 City Hall and will be available at this hearing.

Summary of Amendments

Fund	2018 Adopted Budget			2018 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
General	43.117	1,887,474	3,716,847	3,780,555
Special Highway			310,050	316,366
Wastewater			798,000	818,868
Water			822,000	828,979
			0	0
			0	0

Jocelyn Reid

Official Title: City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, NOVEMBER 19, 2018**

AGENDA ITEM #8B

ITEM: City of Maize, Kansas Collection Ordinance Cost Assessment

BACKGROUND:

The purpose of this agenda item is to allow the City of Maize to charge reasonable costs of debt collection back to the debtor in lieu of the City of Maize absorbing the costs of collection.

The City of Maize has debts and bad check collection issues similar to other cities, counties and private businesses. Staff tries to ensure a good faith effort to collect is made out of fairness to those who pay their bills.

There are three steps to **Utility Bill collection** in Maize:

- 1) Fees are assessed, late notices sent
- 2) If the fees are still uncollected, it's turned over to ARSI (Account Recovery Specialists, Inc.) for attempted collection -- Maize pays ARSI 25% of the debt collected
- 3) If the debt remains, it is returned to Maize with the intention of putting it into the State of Kansas Set-Off Program

The basic steps for **Municipal Court collection** in Maize:

- 1) Fines are assessed, if fines are not paid in full then the debtor is required to appear in court.
- 2) If the debtor fails to appear in court a 30 day letter is mailed out with a new court date.
- 3) If the debtor still fails to appear then a warrant is issued.
- 4) Once the warrant has been active for more than 6 months then the debt it is turned over to the Set-Off Program.

The issue becomes the fact that the Set-Off Program is a passive collection mechanism. This means it does not actively search out individuals, but will monitor individuals who are due money from the state and will divert the funds to the governments who have filed with the state.

The proposed method using the new collection ordinance would be the following for **both Utility Bill and Municipal Court collections**:

- 1) Fees/Fines are assessed and late notices are sent as needed
- 2) If the fees/fines are still uncollected, they are turned over to a collection company. If collection is made, the collection fees of 30% will be charged to the debtor and not the City of Maize

FINANCIAL CONSIDERATIONS:

The City of Maize would no longer pay the costs of collections for Utility bills.

LEGAL CONSIDERATIONS:

The City Attorney approves the ordinance as to form

RECOMMENDATION/ACTION:

Move to adopt the Ordinance for collecting costs of recovering bad debt.

[Published in the *Clarion* on _____, 2018.]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, PERTAINING TO THE COLLECTION OF DEBT AND THE COSTS OF COLLECTION OF DEBT.

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

Section 1. Costs of Collection. Any and all liquidated sums due and owing to the City of Maize, Kansas, which have accrued through contract, subrogation, tort, operation of law, court order or any other legal theory regardless of whether there is an outstanding judgment for that sum, including special assessments, fines, restitution and penalties, shall entitle the City of Maize to reimbursement of the costs of collection from the debtor/defendant or customer. The debtor/defendant or customer shall pay any and all charges related to the reasonable costs of collection of any fine/fee/costs of services, as well as any costs/assessments for cleanup of the property for a municipal violation that is the issue herein. This specifically applies to, but is not limited to, charges for water, trash, electricity, property code violations, parking tickets, municipal court fines, fees, court costs, interest accrued thereon, special assessments or any other debt due and owing to the municipality. The costs of collection include, but are not limited to court costs, surcharges, attorney fees and collection agency fees, except that such costs of collection may not include both attorney fees for collection and collection agency fees. The cost of collection for the State debt setoff program shall be the amount charged by the Director of Accounts and Reports of the Department of Administration for collection. The cost of collection when contracts are entered into for collections services shall not exceed 33% of the amount collected.

Section 2. Effective Date. This ordinance becomes effective upon publication in the official city newspaper.

PASSED AND ADOPTED by the Governing Body of the City of Maize, Kansas, and APPROVED by the Mayor of the City of Maize, Kansas, on the _____ day of _____, 2018.

DONNA CLASEN, Mayor

ATTEST:

JOCELYN REID, City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, NOVEMBER 19, 2018**

AGENDA ITEM #8C

ITEM: Collection Bureau of Kansas, Inc. (CBK) Contract

BACKGROUND:

The purpose of this agenda item is to request approval of the Collection Bureau of Kansas, Inc. contract.

As discussed in Agenda Item 8B (Collection Costs), the staff is requesting to change companies who collect debt for the City of Maize. This collection agreement would cover bad debt for the City of Maize all the way through the State of Kansas' Set-Off program. CBK has a long list of governments it currently services and staff feels that the streamlined system CBK has developed would enhance our debt collection (attached.)

There are currently three steps to **Utility Bill collection** in Maize:

- 1) Fees are assessed, late notices sent
- 2) If the fees are still uncollected, it's turned over to ASRI (Account Recovery Specialists, Inc.) for attempted collection -- Maize pays ASRI ____ % of the debt collected
- 3) If the debt remains, it is returned to Maize with the intention of putting it into the State of Kansas Set-Off Program

There are currently two basic steps when for **Municipal Court collection** in Maize:

- 1) Fines are assessed
- 2) If left uncollected, it is turned over to the Set-Off Program

The issue becomes the fact that the Set-Off Program is a passive collection mechanism. This means it does not actively search out individuals, but will monitor individuals who are due money from the state and will divert the funds to the governments who have filed with the state.

The proposed method using the new collection ordinance would be the following for **both Utility Bill and Municipal Court collections:**

- 1) Fees/Fines are assessed and late notices are sent as needed
- 2) If the fees/fines are still uncollected, they will be turned over to the Collection Bureau of Kansas, Inc. (CBK) If collection is made, the collection fees of 30% will be **charged to the debtor and not the City of Maize**
- 3) If CBK is not successful in collections, they turn it over to the State of Kansas' Set-Off Program

The main differences between the old and new collection contracts are:

- 1) CBK takes control over the debt and will see it through from start to the State Set-off program
- 2) CBK collects their fees from the debtor and does not net it out of the funds collected for the City of Maize

FINANCIAL CONSIDERATIONS:

The City of Maize would no longer pay the costs of collections for Utility bills when collected by CBK. Currently only the utility system is utilizing a collection company and this contract would authorize all uncollected debt.

LEGAL CONSIDERATIONS:

The City Attorney has approved the contract as to form.

RECOMMENDATION/ACTION:

Approve the Collection Bureau of Kansas, Inc. (CBK) Contract and authorize the Mayor to sign.



GOVERNMENT COLLECTION CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____, 2018, by and between Collection Bureau of Kansas, Inc., a corporation hereinafter referred to as “AGENCY”, and the City of Maize, Kansas, a government entity, hereinafter referred to as “CLIENT”.

RECITALS

CLIENT desires to designate various accounts for collections; and

AGENCY desires to accept and pursue said claims.

The parties agree as follows:

1. AGENCY will use its best efforts and resources to collect accounts forwarded. Collection activities shall be in compliance with Federal, State and Local laws and regulations, including the Fair Debt Collection Practices Act. AGENCY shall be courteous and business-like, consistent with the image and reputation of CLIENT. To the best of its ability, CLIENT warrants that all accounts are valid and legally enforceable debts. CLIENT will send accurate and legitimate claims and agrees further to cooperate with AGENCY in the investigation of the same, which includes providing documentation supporting the claim as may be requested by AGENCY. CLIENT will keep AGENCY apprised of any changes in circumstances or information regarding the same. AGENCY shall be entitled to the contingency fee and costs on the accounts forwarded as stated below upon the AGENCY sending its first communication to Debtor.

2. Fees and Charges

- a. **AGENCY/AR:** AGENCY shall charge and CLIENT agrees to pay AGENCY a fee on principal amounts collected at a rate of **30 %** on all accounts forwarded to AGENCY. (In the event the CLIENT has an Ordinance, agreement, or contract in place allowing for fees to be added to the debt, AGENCY will then add the percentage to the amount turned for collection).
- b. **MUNICIPAL COURT DEBTS:** The cost of collections for these debts will be added to the amount forwarded and charged to the debtor. AGENCY will pay CLIENT **100%** of the amount forwarded when collected. The rate the AGENCY will charge for these debts will be **30%**.
- c. **AGENCY/CHECKS:** At the election of the CLIENT, AGENCY will collect on those returned checks that are sent both electronically and manually. AGENCY will pay the CLIENT **100%** of the face amount collected and **0 %** of any Returned Check Service Fee on all checks when collected by AGENCY or through the efforts of AGENCY. AGENCY will also pay the CLIENT **0 %** of any damages collected on any check that is collected through legal action. AGENCY shall retain any attorney fees assessed pursuant to statute. AGENCY shall remit payment to CLIENT for all returned checks collected for the previous month by the 10th of the following month. Check Clients must provide the attached Addendum A with this agreement.
- d. **INTEREST:** All interest that is charged on all accounts forwarded to AGENCY by CLIENT will be split at a rate of **0 %** for the CLIENT and **100%** for the AGENCY.
- e. **REFERRAL TO ATTORNEY:** The AGENCY shall institute legal proceedings in the name of CLIENT with the attorney of AGENCY's choosing. This includes the selection of local counsel that may appear on behalf of CLIENT. CLIENT has the right to object to the use of any attorney with good cause, to include conflicts. All litigation instituted shall be in the name of the CLIENT and all court costs, surcharges, and other litigation expenses will be advanced by AGENCY and said funds will be deducted off the following CLIENT's transmittal disbursement to reimburse the AGENCY.

- i. The fees stated in (c) are intended to cover a routine case through the district court level. Unusual situations, such as counterclaims, appeals, or bankruptcy litigation are not covered. In the event of such unusual situation, cross-petition or any other claim, AGENCY will advise CLIENT (in a timely manner). CLIENT has the option to either recall the matter and defend the counterclaim or have the AGENCY's attorney proceed with the representation of the matter at a mutually agreed upon hourly rate.
- ii. In the event that CLIENT's cases or claims are referred out of state, the contingency fee agreement shall be increased to **50%**, as allowed by law.

3. **STATEMENTS:** The AGENCY will submit to CLIENT monthly statements of the net amount received the previous calendar month, by the 10th of the month following collection, along with the remittance of all monies recovered minus AGENCY fee. The CLIENT shall report payments (via fax, Client Portal, email, or through another form of communication agreed upon by both parties) at the time of receipt on accounts assigned to the AGENCY. Statements shall be sent to CLIENT at 10100 Grady Avenue, P. O. Box 245, Maize, KS 67101, or another address designated by the CLIENT in writing. The CLIENT agrees to remit to AGENCY any amount due to AGENCY within thirty (30) days of receipt of the monthly statement.

4. **RECORDS:** The AGENCY will maintain records as they pertain to each account in such a manner as to be auditable by CLIENT during normal working business hours upon reasonable notice given to AGENCY.

5. **COMPROMISE SETTLEMENT:** AGENCY shall not have authority to accept a compromise settlement on the amount forwarded without the CLIENT's prior approval.

6. **TERM:** This Agreement shall remain in full force and effect for twenty-four (24) months. This Agreement shall renew upon the initial and subsequent anniversary dates for a length of time equal to the initial term stated in this Agreement, unless notice is received by either party of intent not to renew at least 90 days prior to the anniversary date.

7. **TERMINATION:** Either party may terminate this Agreement (with or without cause and without penalty) by giving thirty (30) days written notice of termination to the other party. For accounts for which judgment has been rendered through the means of legal action, AGENCY will charge and CLIENT agrees to pay the same fee AGENCY would have been entitled to receive on such accounts if the Agreement had not been terminated.

8. **REPORTS:** AGENCY shall submit the following reports to CLIENT monthly:

- a. Acknowledgment (Report sent based on when CLIENT forwards accounts...monthly, semi-monthly or weekly)
- b. Cancellation/Deletion
- c. Transmittal/Client Statement

9. **INDEMNITY:**

- a. AGENCY agrees to defend and hold the CLIENT harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney fees and court costs occasioned by, arising out of, related to, or in connection with any fact or omission of the AGENCY and its employees and forwarders, or any of them from failure of the AGENCY to comply with the provisions of this Agreement.
- b. CLIENT agrees to defend and hold the AGENCY harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney fees and court costs occasioned by or arising out of, related to, or in connection with any act or omission of the CLIENT and its employees or from failure of the CLIENT to comply with the provisions of the Agreement.

10. **GENERAL PROVISIONS:**

- a. AGENCY shall serve as an independent contractor. This agreement does not constitute an employer/employee relationship.
- b. The captions of this Agreement are for convenience only and are not to be construed as modifying the text of the Agreement.
- c. All terms and conditions of this Agreement are severable. If one or more of the terms and conditions are deemed unenforceable, the remainder shall continue in full force and effect.
- d. This Agreement constitutes the entire Agreement of the parties and cannot be modified without a writing signed by both parties.
- e. All notices required under this Agreement shall be in writing and sent Certified Mail, Return Receipt Requested,

and shall be effective when received.

- f. CLIENT agrees to comply with all applicable laws, rules and regulations relating to the services provided hereunder. This agreement shall be governed by and construed in accordance with the laws of the State of Kansas. CLIENT may assign this Agreement only with prior written consent of AGENCY. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of AGENCY and the administrators, successors, and assigns of CLIENT.
- g. This Agreement shall become effective as of the date listed below and shall remain in effect until either party serves 30 day written notice to the other. Amendments to fees and charges shall take effect immediately. Other such amendments shall be effective thirty (30) days from mailing, except as specifically provided herein; this Agreement may not be altered, amended, or otherwise varied except by written mutual agreement of the parties.
- h. This Agreement will be governed by the laws of the State of Kansas. Any litigation arising from this Agreement will be filed in a court of law located in Sedgwick County, Kansas.

11. CONFIDENTIALITY: AGENCY shall not disclose information relating to the debtor(s) to persons other than debtor(s), parents, or guardians of debtor(s) as necessary for payment purposes and shall not disclose information relating to CLIENT's operations without written consent of the CLIENT or duly issued Court process or orders. It is mutually understood the AGENCY's obligation not to disclose confidential and proprietary CLIENT information hereunder shall survive the termination of this Agreement nor will the terms and conditions of this Agreement be disclosed to anyone or an entity without written authorization. Notwithstanding anything to the contrary in this Paragraph 11 or elsewhere in this Agreement, nothing in this Agreement will be construed in a manner that would cause the CLIENT to be in violation of the Kansas Open Records Act, K.S.A. 45-215 *et seq.*

12. ENTIRE AGREEMENT; This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile and/or email shall be effective as delivery of a manually executed counterpart of this Agreement.

13. Where Applicable and under the Health Insurance and Portability and Accountability Act of 1996 (HIPAA), the CLIENT is required to enter into specific Business Associate Agreements setting forth requirements of their agents relative to maintaining the privacy and confidentiality of patient-identifiable health information. To comply with this requirement, the parties agree to enter into a separate Business Associate Agreement meeting the requirements of HIPAA, prior to April 14, 2003.

14. Where applicable, and for all consumer debts, AGENCY further agrees to comply with the Fair Debt Collection Practices Act (FDCPA), known as Public Law #95-109.

15. Any and all notices required herein shall be sent to the addressee and address as designated below under AGENCY and CLIENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

The parties have executed this Agreement in duplicate.

AGENCY

Collection Bureau of Kansas, Inc.

ADDRESS:

3615 SW 29th Street
Topeka, KS 66614

Telephone: _____

AUTHORIZED REPRESENTATIVE:

Printed Name:

Title: _____

Date: _____

CLIENT:

City of Maize, Kansas

ADDRESS:

10100 Grady Avenue
P.O. Box 245
Maize, KS 67101

Telephone: 316-722-7561

AUTHORIZED REPRESENTATIVE:

Printed Name: Donna Clasen

Title: Mayor

Date: _____

ATTEST:

By

Jocelyn Reid, City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, NOVEMBER 19, 2018**

AGENDA ITEM #8D

ITEM: Personnel Manual Update

BACKGROUND:

The Personnel Manual update has two updates. **Item 1)** the Annual review of 1/3 of the manual per policy; and **Item 2)** Reorganization of the Police Department and salary pay plan adjustments.

Item 1

The only change to the first third of the manual is the removal of the word “Patrol” on page 14 as the normal workweek period for Police is 86 hours per week. (Attachment 1). The Personnel Policy Committee reviewed pages 1-20.

Item 2

Reorganization of the Police Department.

- 1) Changes to the Police Department Organizational Chart
- 2) Pay Plan changes for the Police Department
- 3) One new Patrol Officer Position
- 4) Revise the Police Department Job Descriptions with the exclusion of the Police Records Clerk

Attachment 2 contains the proposed Organizational Chart, Pay plan, as well as proposed job description changes.

FINANCIAL CONSIDERATIONS:

The total cost to reorganize the Police Department and adjust the Pay Plan is \$78,057 in salaries and benefits.

LEGAL CONSIDERATIONS:

The City Attorney reviewed Section 3 to ensure compliance with federal employment laws.

RECOMMENDED ACTION:

Motion to amend the Personnel Policy to reflect the reorganization of the Police Department and the minor text change to Page 14 of the manual.

Attachment 1

SECTION I - STATEMENT OF GENERAL POLICY

1.01 PURPOSE OF THE PERSONNEL POLICY

The following rules, regulations and other administrative provisions for personnel administration are established:

- A. To promote and increase efficiency and effectiveness of the City of Maize services;
- B. To provide fair and equal opportunity to all qualified persons to enter the City of Maize employment in all occupations on the basis of demonstrated merit and fitness as ascertained through fair and practical methods of selection without regard to age, ancestry, disability, gender, national origin, race, religion, pregnancy, marital status, veterans' status or any other characteristic protected by law;
- C. To develop a program of recruitment, advancement and tenure that will make service to the citizens of Maize an attractive career;
- D. To establish and maintain a uniform plan of Performance Evaluation and compensation based upon the relative duties and responsibilities of each Position in the City of Maize to assure fair and equitable compensation to all Employees;
- E. To establish and promote high morale among the Employees by providing good working relationships, uniform personnel policies and an opportunity for advancement without regard to age, ancestry, color, disability, gender, national origin, race, religion, pregnancy, marital status, veterans' status or any other characteristic protected by law; and
- G. To establish employment and personnel policies. This policy and guidelines do not create contractual employment rights. All City of Maize Employees are considered to be at-will Employees.

1.02 AMENDMENT OF POLICIES

This policy supersedes all existing policies and practices. The Governing Body reserves the right to modify, revoke, suspend, terminate or change any or all plans, policies, or procedures in whole or in part at any time with or without notice.

SECTION II - INTRODUCTION/ADMINISTRATION

2.01 ADMINISTRATION OF THE CITY POLICY

There is hereby created a personnel policy for the City of Maize (hereafter referred to as the "City"). All persons employed by the City except Elected Officials, members of boards and commissions, independent contractors, consultants and Volunteers, are under the jurisdiction of the personnel policy unless clearly stated otherwise.

The personnel policy shall include a classification plan and a pay plan, which shall be established and administered by the City Administrator with the approval of the Governing Body.

The personnel policy set forth herein is not intended to create a contract, nor is it to be construed to constitute contractual obligations of any kind or a contract of employment between the City and any of its Employees. Other than the City's adoption of the policy of employment at-will as defined by state law, the provisions of this policy have been developed by the Governing Body and may be amended or canceled at any time.

2.02 ORGANIZATIONAL CHART

The organizational chart is a graphic representation of the structure established for the operation and supervision of all personnel and departments. The line of authority begins with the City Administrator and descends through Department Heads, supervisory personnel and ends with non-supervisory Employees. All communications, concerns, orders, requests and recommendations shall be channeled through the Chain of Command, in both directions, in order to avoid confusion and misunderstanding and to maintain oversight of those matters of importance to the City and City Employees. Please refer to Section XIV to view an Organizational Chart showing the Chain of Command.

- A. The City Administrator is ultimately responsible for all administrative matters of the City. As such, the City Administrator shall oversee the City's personnel policy or may delegate such duties as deemed appropriate. Duties include but are not limited to:

Administer the personnel policy, assist and advise Department Heads and Supervisors in the application of the policy as well as individual department policies and maintain a current knowledge of the laws regarding employment practices so as to revise and implement new policies.

- B. Department Heads are responsible for effective personnel management within their departments. Their duties include but are not limited to:
1. Develop policies uniquely applicable to their departments which are consistent with this policy. Departmental policies shall be reviewed by the City Administrator prior to implementation to ensure compatibility with this policy. A copy of the departmental policy shall be provided to each Employee in the department. Failure to follow departmental policy shall be cause for Disciplinary Action;

2. Approve all personnel actions in their departments;
 3. Delegate authority to Supervisors to administer the department policy;
 4. Communicate performance objectives to Supervisors and assure that these objectives are communicated to individual Employees; and
 5. Provide opportunities for Employees to be involved in planning and evaluating their own work and suggesting ways to improve departmental performance.
- C. Supervisors are responsible to Department Heads for effective administration of this policy. Their duties include, but are not limited to:
1. Strive to improve communication and the sense of teamwork between themselves and the Employees they supervise;
 2. Motivate and lead Employees toward achievement of stated department and City objectives;
 3. Review and evaluate the performance of Employees under their supervision;
 4. Review and evaluate the work of their departments and make changes or recommendations which shall improve their effectiveness; and
 5. Recommend appointments, Disciplinary Actions, Promotions, demotions, transfers and dismissals and changes in wages.

2.03 ADMINISTRATION OF DEPARTMENTAL POLICIES

A Department Head may formulate in writing reasonable policies for the conduct of departmental operations, including safety or operational procedures. All such policies shall be submitted to and approved by the City Administrator, and a current copy shall be kept on file in the office of the City Clerk and shall be available to all City Employees. Nothing in this section shall be construed as granting any Department Head the authority to adopt policies less stringent than, in violation of or in conflict with the personnel policy approved and adopted by the Governing Body.

2.04 DUTIES OF CITY ADMINISTRATOR RELATIVE TO GOVERNING BODY

The City Administrator shall act as the administrative head of the City and in such capacity shall direct the affairs of the City within the limits of the budget, the policies established by the Governing Body and the requirements of the statutes. The City Administrator shall attend all meetings of the Governing Body, shall prepare and submit the annual budget to the Governing Body, shall keep the Governing Body advised as to the financial condition and requirements of the City, and shall make recommendations to the Governing Body on all matters concerning the welfare of the City. The City Administrator shall have no vote in the public meetings of the Governing Body and shall refrain from attempting to establish policy but shall make recommendations to the Governing Body as a whole.

2.05 DEFINITIONS

Anniversary Date - One year from the Employee's Date of Hire, except in the case of Promotion. A Promotion establishes a new Anniversary Date starting from the actual date the Employee begins performing duties in the new job Position.

Chain of Command - The line of supervisory authority and internal communication, beginning with the City Administrator and descending through Department Heads, supervisory personnel and ending with non-supervisory Employees.

Confidential Information - Any information which is not available to the general public and which is obtained by reason of an Employee's Position and shall include but not be limited to discussions held in executive session, Personnel Files, negotiations held with third parties which may be the subject of executive sessions pursuant to Kansas statute and any other information which is not subject to disclosure pursuant to the Kansas Open Meetings Act and the Kansas Open Records Act.

Conflict of Interest - An actual or potential Conflict of Interest occurs when an Employee is in a Position to influence a decision that may result in a personal gain for that Employee or for a relative as a result of the City's business dealings. For the purpose of this policy, a relative is any person who is related by blood, marriage, blended family, or adoption.

Contract Employee - A professional Employee whose job duties are under a written contract. A Contract Employee is ineligible for all City Fringe Benefits except those mandated by law unless approved by the Governing Body as part of the written contract or an addendum to the contract.

Date of Hire - The first day the Employee reports to work.

Dismissal - Termination of employment by action of the employer pursuant to the City's at-will employment policy.

Disciplinary Action - A penalty (up to and including Dismissal from employment) which may be invoked against an Employee who has engaged in misconduct or unsatisfactory work performance.

Elected Official - Any person holding a Position on the City's Governing Body by reason of election or appointment in a manner set forth by law.

Employee - Any person engaged by the City to provide some type of service or labor for compensation.

Employment Classification - The service Positions of the City are hereby divided into two classes:

- A. The exempt class - Positions considered exempt are as defined by the Fair Labor Standards Act and amendments thereto; or
- B. The non-exempt class - Positions considered nonexempt are as defined by the Fair Labor Standards Act and amendments thereto.

Fringe Benefits - A term used to encompass such items as earned leave, holidays, insurance, medical benefits, retirement and other benefits received by an Employee in addition to compensation.

Full-Time Employee - An Employee scheduled to work the City's full-time work schedule. Generally, the Employee is eligible for all City Fringe Benefits, subject to the terms, conditions and limitations of each fringe benefit.

Grievance - A complaint filed by an Employee regarding working conditions for which the Employee seeks resolution through an established procedural process.

Leave of Absence - Permission granted to be absent from employment with the right of reinstatement without loss of seniority.

Part-Time Employee - An Employee not assigned to a temporary or probationary status and scheduled to work less than 40 hours per week; a police patrol officer scheduled to work less than 86 hours per 14-day work period. A Part-Time Employee is ineligible for all City Fringe Benefits except those mandated by law.

Performance Evaluation - A systematic process of observing, assessing and carefully judging an Employee's job performance.

Personnel File - The official file of each Employee maintained by the City Clerk. All records, reports and other pertinent material entered into such files are and shall remain the property of the City.

Position - A specific job consisting of all duties and responsibilities assigned or delegated by the Supervisor and requiring the full-time or part-time employment of one person.

Position Classification - Positions are grouped into classifications based on their duties and responsibilities. Compensation ranges are assigned to each class based on Position Descriptions and market value for the Position.

Position Description - A written document listing the duties, responsibilities and requirements of a specific position.

Probationary Employee - An Employee whose job performance is being evaluated to determine if employment with the City is appropriate. An Employee who satisfactorily completes the Probationary Period shall be notified of the new Employment Classification.

Probationary Period - Each offer of employment shall be provisional on the satisfactory completion of a six-month Probationary Period. Either the City or the Employee may end employment at any time during the Probationary Period with or without cause or advance notice.

Promotion - Advancement from one Position to another that has a higher rate of pay or title within the City.

Reclassification - Reassignment of an existing Position from one Position Classification to another, irrespective of whether the classes are in the same promotional line. Incumbents must demonstrate ability to perform in the reclassified Position, either by successful performance for a period of time, by a careful screening by supervisory personnel or by passing an appropriate examination.

Suspension - Placing an Employee in a non-duty status with or without pay.

Temporary or Seasonal Employee - An Employee hired as an interim replacement, to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary Employees retain that status unless and until notified of a change. The temporary Employee is ineligible for all City Fringe Benefits except those mandated by law.

Volunteer - Any person holding a non-paid Position in the service of the City. When acting as a Volunteer, an individual is not an Employee.

SECTION III - EMPLOYMENT

3.01 AT-WILL EMPLOYMENT

Employment with the City is voluntarily entered into and the Employee is free to resign at any time with or without notice or cause. Similarly, the City may terminate employment at-will at any time with or without notice or cause, so long as there is no violation of applicable federal or state law.

The City believes that the work conditions, wages, and Fringe Benefits it offers to its Employees are competitive. If Employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their Supervisors as set forth in the organizational chart.

Employees who have any questions regarding this Personnel Policy Manual should ask their Supervisor, Department Head or the City Administrator for clarification.

3.02 EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the City shall be based on merit, qualifications and abilities. The City does not discriminate in employment opportunities or practices on the basis of age, disability, gender, national origin, race, religion, pregnancy, marital status, veterans' status or any other characteristic protected by law.

The City shall make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, Dismissal and access to Fringe Benefits and training.

Any Employee with questions or concerns about any type of discrimination in the workplace is encouraged and required to bring these issues to the attention of their immediate Supervisor, Department Head or the City Administrator. Employees can raise concerns and make reports without fear of reprisal.

3.03 FAIR LABOR STANDARDS ACT

All Employees shall be paid in compliance with the Fair Labor Standards Act (FLSA) with respect to minimum wage, overtime and salary deduction requirements. In general the FLSA requires that Employees be paid at least the federal minimum wage for all hours worked and overtime pay at one and one-half times the regular rate of pay for all hours worked over 40 hours in a workweek, unless the Employee is exempt from the minimum wage and overtime requirements or special rules apply to the Position. The FLSA and its implementing regulations provide exemptions for Employees employed as *bona fide* executive, administrative, professional, outside sales and certain computer Employees.

Job titles do not determine exempt status. In order for an exemption to apply, an Employee's specific job duties and salary must meet all the requirements of the U.S. Department of Labor's regulations.

To qualify for exemption, Employees generally must meet certain tests regarding their job duties and be paid not less than \$913 per week (\$47,476 annually) on a salary basis. Being paid on a "salary basis" means an Employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced due to variations in the quality or the quantity of the Employee's work.

Subject to exceptions listed below, an exempt Employee must receive the full salary for any workweek in which the Employee performs any work regardless of the number of days or hours worked. The FLSA does not require that exempt Employees be paid for any workweek in which they perform no work. If an exempt Employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Deductions from an exempt Employee's pay are permissible in the following circumstances:

- A. The Employee is absent from work for one or more full days for personal reasons other than sickness or disability, which are not covered by a *bona fide* plan, policy or practice providing paid leave for the absence.
- B. The Employee is absent due to sickness or disability, if the deduction is made in accordance with a *bona fide* plan, policy or practice of providing compensation for salary lost due to illness.
- C. The Employee's salary may be reduced to offset amounts received for jury or witness fees or for military pay.
- D. The Employee has received an unpaid disciplinary Suspension of one or more full days which was imposed in good faith for workplace conduct rule infractions.

In addition, partial day or full day deductions may be made in the following circumstances:

- A. The Employee is not entitled to a full week's salary in the initial or terminal week of employment.
- B. The Employee has been penalized, in good faith, for an infraction of safety rules of major significance.
- C. The Employee has taken unpaid leave under the Family and Medical Leave Act for part or all of the workweek.

It is the policy of the City to comply with salary basis requirements of the FLSA. All Supervisors and Department Heads are prohibited from making any improper deductions from

the salaries of exempt Employees. The City does not allow deductions that violate the FLSA or state law.

If an Employee believes an improper deduction has been made to the Employee's salary, the Employee should report this information to the City Clerk. Reports of improper deductions shall be promptly investigated. If it is determined that an improper deduction has occurred, the Employee shall be promptly reimbursed for any improper deduction made.

3.04 AMERICANS WITH DISABILITIES ACT

The City will comply with the Americans with Disabilities Act (ADA).

In this regard, the City will provide accommodations for qualified persons with disabilities who are Employees or who are applicants for employment and who are unable to perform the essential functions of their jobs without accommodations, unless the providing of the accommodations would cause an undue hardship to the City.

If an Employee becomes disabled and needs reasonable accommodations, the Employee shall notify their Supervisor who will work along with the City Administrator or the City Administrator's designee and the Employee to determine if a reasonable accommodation can be made.

3.05 PRE-EMPLOYMENT REQUIREMENTS

All new applicants for any Position with the City shall meet the qualifications established for that Position and complete a job application form with all pertinent information. The City shall make reasonable accommodations for Employees who have a disability. Any Employee who desires accommodations has the responsibility to inform the City of specific needs.

The offer of employment and assignment to duties is contingent upon satisfactory completion of a medical exam, drug test, background check and other testing as required for the Position. An offer of employment is made at the discretion of a Department Head with approval of the City Administrator.

- A. The City Administrator shall be responsible for listing Position vacancies or informing all City Employees of an internal vacancy. The City Administrator or Governing Body may advertise the vacancy externally.
- B. All new applicants authorize the City to contact previous employers, credit bureaus, friends, relatives or others who may provide information about the applicant's work record and character upon completion of the Employment Application.
- C. A medical examination shall be performed at the City's expense by a professional of the City's choice. A current Employee transferring to a Position requiring qualifications substantially different from the current Position may also be required to take a medical exam.

D. Applicants who have received an offer of employment shall be required to successfully complete a drug or alcohol test that shall be administered in full compliance with federal and state law and the City's Substance Abuse Policy as contained in this policy manual.

3.06 NEPOTISM

In order to avoid favoritism or the appearance of favoritism based on family relationships, no one shall be employed in a department where the Supervisor, Department Head or City Administrator, if applicable, is an immediate family member. "Immediate family" is defined to include only an Employee's parents, stepparents, spouse, children, stepchildren, sister or brother, grandparents, grandchildren, mother or father-in-law, or brothers- or sisters-in-law.

Where such situations exist through Promotion, transfer or marriage, action shall be taken to insure an effective working environment through transfer or Dismissal from employment of one of the Employees within a two-month period after the relationship is determined or established.

3.07 VETERANS PREFERENCE

In recognition of the services provided and as required by law, any person honorably discharged from the United States Military Service shall be preferred for employment by the City over other applicants, provided that all qualifications are equal.

3.08 LOYALTY OATH

Before entering into the duties of elected office, appointed office or employment, all public officers and Employees must subscribe in writing to an oath in the form as set forth in K.S.A. 54-106. No Employee shall perform services for the City until such oath is executed and filed with the City Clerk.

3.09 RESIDENCY REQUIREMENTS

The Governing Body may require, by agreement when hiring an Employee that the Employee relocate within the City. Other City Employees must live within 30 minutes lawful driving time of the corporate limits of Maize, Kansas. If the Governing Body has required residency at the time of hiring, Employees not owning their homes shall comply with this residency requirement within 60 days after their employment. Employees owning their homes shall comply with this residency requirement within six months of their employment date.

3.10 CITIZENSHIP VERIFICATION/IMMIGRATION LAW COMPLIANCE

In compliance with the Immigration Reform and Control Act of 1986, each new Employee, as a condition of employment, must complete the Form I-9 and present appropriate documentation establishing identity and employment eligibility. Former Employees who are

rehired must also complete the form if they have not completed an I-9 with the City within the past three years, or if their previous I-9 is no longer retained or valid.

3.11 ORIENTATION

New Employees shall receive information concerning the Position Description, City policies and regulations, compensation and Fringe Benefits and other information as necessary. Each Employee shall be asked to complete all necessary paperwork, including medical benefit plan enrollment forms, beneficiary designation forms and appropriate federal, state, and local tax forms.

3.12 PROBATIONARY PERIOD

Each new Employee, following initial employment, shall satisfactorily complete a six-month probationary training period in order to achieve full-time or part-time employment status. Any Probationary Employee may be terminated at any time during the Probationary Period with or without cause and the Employee shall not have the right to grieve such a termination.

Employees promoted to a Position with higher pay shall satisfactorily complete a six-month Probationary Period. Any Employee who fails to satisfactorily complete such Probationary Period shall be returned to the pay and Position they held immediately prior to the Promotion or to a Position with equal pay and responsibility, if available.

3.13 PERSONNEL RECORDS

- A. Each Employee shall have an official Personnel File maintained by the City Clerk containing information completed at the time of employment and any other records provided by Supervisors and Department Heads. These files contain documentation concerning certain aspects of each Employee's tenure with the City, such as employment applications, resumes, drug screens, Performance Evaluations, beneficiary designation forms, disciplinary warning notices, letters of recommendation and all other records directed to be made and maintained under these policies and guidelines under applicable laws.
- B. Each Employee shall be responsible for assuring that the personal information in the Personnel File is correct. Employees should promptly notify the City Clerk of any change in personal data such as change of name, address, telephone number, family status (marriage, divorce, birth, death) or beneficiary. Fringe Benefits for both the Employee and the Employee's dependents may be affected or lost if notifications of changes are not made immediately upon occurrence. The City is not responsible for loss of Fringe Benefits that may arise when information changes have not been provided in a timely manner.
- C. Each Employee shall have the right to review their official Personnel File during regular office hours. The City Clerk shall be present.

- D. The City Clerk shall keep relevant compensation information for all persons employed by the City, including their pay rate, time worked and accrued earned leave. An Employee's compensation records shall be available during regular office hours for inspection by that Employee.
- E. The City shall maintain medical information confidentiality regarding applicants, Employees and former Employees. All medical information shall be maintained separately from the Personnel File. The City will only use and disclose medical information as required or permitted by law. All uses and disclosures of the Employee's medical information will be of the minimum necessary to accomplish the intended purpose of the use or disclosure.

3.14 EMPLOYMENT VERIFICATION

When the City or any Employee of the City is solicited for information concerning current or former Employees from other employers with whom such current or former Employee has sought employment, the following policy on employment references shall be followed:

- A. The City Administrator will respond to such requests;
- B. For telephone inquiries the City shall provide only the Employee's dates of employment, pay level, Position Description and duties, and wage history. Anyone providing such information shall obtain and record the name of the company and caller requesting the information;
- C. If additional information is desired, the caller must send a letter outlining the information needed about the applicant and include written permission from the applicant to release the information requested; and
- D. Written responses to requests for information shall be reviewed and approved by the City Administrator prior to being submitted to the prospective employer.

3.15 TERMINATION OF EMPLOYMENT

Whenever an Employee resigns, is terminated, is laid off or in any way discontinues a relationship with the City, the Employee shall surrender to their Supervisor, Department Head or the City Administrator all property that has been issued by the City to said Employee. This may include such items as City-owned vehicles, keys, clothing, tools, etc.

- A. An Employee may submit a resignation at any time. Although advance notice is not required, at least two weeks written notice from an Employee would be appreciated.
- B. Dismissal is termination of employment by action of the employer pursuant to the City's at-will employment policy and at the discretion of a Department Head subject to the approval of the City Administrator.

- C. Retirement is giving up one's employment Position with the City at a time when benefits such as KPERs become available.
- D. Prior to an Employee's departure, an exit interview may be scheduled to discuss the reasons for the voluntary or involuntary termination of employment and the effect on Fringe Benefits.
- E. Employees shall be paid their accumulated earned leave upon resignation.

3.16 HIRING

The City Administrator, the City Attorney, and the Municipal Judge shall be hired by the Governing Body. Department Heads including the Deputy City Administrator, Chief of Police, Director of Public Works and the City Clerk shall be hired by the City Administrator with approval of the Governing Body. The City Administrator is responsible for hiring all other City Employees. Department Heads may hire department Employees with the approval of the City Administrator.

3.17 DISMISSALS

The City Administrator is authorized to dismiss City Employees from City service without cause. Department Heads may dismiss department Employees with the approval of the City Administrator. All officers and Employees of the City are at-will Employees.

3.18 NOTIFICATION

The City Administrator shall notify the Governing Body of all hirings and Dismissals when such action occurs.

SECTION IV - REQUIRED WORK HOURS, RECORD KEEPING AND APPEARANCE AT WORK

4.01 WORK HOURS

The applicable Department Head or the City Administrator shall set work hours for all Employees.

- A. Full-Time Employees - The normal work week for Full-Time Employees, which includes all Employees other than police patrol officers, shall be 40 hours, consisting of five eight-hour days.
- B. Police officers - The normal work period for full-time police patrol officers shall average 86 hours per 14 days.
- C. Normal Work Hours - No Employee shall be permitted to work in excess of their scheduled work week or work period except when directed by the Employee's Department Head or the City Administrator.

4.02 REST BREAKS

Employees are entitled to a rest break of 15 minutes for each four hours of work. The time of the rest break, usually mid-morning or mid-afternoon, shall be scheduled by a Supervisor, Department Head or the City Administrator. Time for rest breaks is not cumulative and may not be used to extend lunch periods.

4.03 ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, the City expects Employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness places a burden on other Employees and on the City. In the rare instances when Employees cannot avoid being late to work or are unable to work as scheduled, they should notify a Supervisor, Department Head or the City Administrator as soon as possible.

4.04 PAY PERIODS AND RECORD (TIME) KEEPING

All personnel are paid on a bi-weekly basis, and shall accurately certify the hours they work on a time sheet. Time sheets are to be submitted to the City Clerk by an Employee, a Supervisor or a Department Head.

Employees who are laid off, dismissed, resign, retire or are otherwise terminated from their employment with the City shall receive their final paycheck on the regularly scheduled payday for the pay period in which their employment was terminated.

Each payroll period shall reflect earned leave for that specific pay period as well as cumulative year-to-date totals. After verification of hours worked with a Supervisor or a Department Head,

questions concerning an Employee's pay stub, deductions, etc. should be addressed to the City Clerk.

4.05 PERSONAL APPEARANCE OF EMPLOYEES

It is the policy of the City that each Employee's dress, grooming and personal hygiene be appropriate to the work situation. Employees at all levels and Positions are representatives of the City and their dress, grooming and personal hygiene affect both the public's impression of the City and internal morale. As such, radical departures from conventional dress or personal grooming and hygiene standards are not permitted.

Certain Employees within the Public Works and Police Departments may be required to meet special dress standards, such as wearing uniforms. The City may allow a clothing allowance for uniforms required of City Employees which may be deemed a taxable benefit.

Any Employee who does not meet the standards of this policy shall be required to take corrective action which may include leaving the premises. Non-exempt Employees (those Employees subject to the minimum wage and overtime requirements of the Fair Labor Standards Act) shall not be compensated for any work time missed due to failure to comply with this policy.

The City expects Employees:

- A. to present or create a professional or identifiable appearance for customers, suppliers and the public avoiding distractions caused by outrageous, provocative or inappropriate dress. Employees should not wear suggestive attire, jeans, athletic clothing, shorts, sandals, T-shirts, baseball hats and similar items of casual attire that do not present a businesslike appearance;
- B. to promote a positive working environment by practicing regular hygiene, washing hands after using the restroom and avoiding overuse of perfumes or other artificial odorants;
- C. to keep hair clean, combed and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length. All sideburns, moustaches and beards shall be neatly trimmed; and
- D. to insure that tattoos and body piercings (other than earrings) are not visible.

SECTION V - CLASSIFICATION, COMPENSATION/PAY PLAN, AND EMPLOYEE EVALUATION

5.01 EMPLOYMENT CLASSIFICATIONS

It is the intent of the City to clarify Employment Classifications so that Employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate employment is at-will by both the Employee and the City.

The Positions of the City are divided into two classes:

- A. Exempt Class - Positions considered exempt are as defined by the Fair Labor Standards Act and amendments thereto.
- B. Non-exempt Class - Positions considered nonexempt are as defined by the Fair Labor Standards Act and amendments thereto.

5.02 PAY PLAN

In the City's pay plan, Employee Positions are grouped by salary status (i.e. full-time salary, full-time hourly, part-time hourly). The pay plan steps are assigned to each Position based on Position Descriptions and fair market value.

Each Position Description shall have a list of responsibilities and skills needed to qualify for employment along with education and experience qualifications. Position Descriptions shall be reviewed every three years or when a Position needs to be filled by a new hire or internally. Position Descriptions shall be updated to:

- A. maintain an equitable salary structure;
- B. identify changes that may impact the Position;
- C. clarify Position responsibilities for carrying out assigned tasks within the Department; and
- D. define the interrelationship of Department Positions.

The City Administrator shall make comparative studies of the pay plan for each Position in a Department every three years and shall submit recommendations for changes in the pay plan to the Governing Body. The Governing Body may or may not approve recommended changes during the budget process.

For each Position, an entry-level minimum pay step and maximum-level pay step will be established and adopted by the Governing Body. The entry-level base is generally intended for newly hired or promoted Employees meeting the requirements of a Position. Advancement within the salary range is based on a satisfactory Employee evaluation.

5.03 NEW EMPLOYEES

The entry-level rate of pay for a Position may be paid from the Date of Hire, unless a Department Head petitions the City Administrator for permission to start an Employee at a higher rate of pay based on a written evaluation of skills, education and experience. The City Administrator may approve such requests when a prospective Employee possesses exceptional qualifications.

5.04 DETERMINATION OF RATE OF PAY

- A. All Employees shall be paid at an hourly or bi-weekly rate equivalent to the rate for the Position Classification in which they are employed.
- B. All hourly Employees shall be paid bi-weekly an amount equivalent to the pay assigned their Positions, with earnings determined by the actual time worked.
- C. In some situations, Employees may choose to apply for a Position that would be a lateral transfer or demotion in order to pursue a different career path or enhance career potential. The best interests of the City and the Employee are considered when reviewing these requests. A demotion may include a reduction in pay.

5.05 GENERAL COMPENSATION BASE PAY INCREASE

- A. A newly hired or promoted Employee's entry-level pay may be increased at the successful completion of the Employee's six-month Probationary Period and at the completion of 12 months from the Date of Hire or Promotion.
- B. Police patrol officers without certification may receive a pay increase upon successful completion of Kansas Law Enforcement Training and at the completion of 12 months from the Date of Hire
- C. An Employee's rate of pay may be increased:
 - 1. annually, if granted by the Governing Body during the budget process, which shall become effective January 1 of the adopted budget year; and/or
 - 2. at the time of receiving a satisfactory Employee evaluation.

The Employee's rate of pay cannot exceed the maximum pay step of the pay plan.

All Employees shall be eligible to receive annual evaluation step increase, unless instructed otherwise by the Governing Body during the budget process.

- D. A pay increase may be recommended, upon approval of the City Administrator, in recognition of continuing education including, but not limited to:
 - 1. certification in specific areas of classification Position of employment;
 - 2. technical training in specific areas of classification Position of employment; or

3. formal education:
 - i. Bachelor's Degree in classification Position of employment;
 - ii. Master's Degree in classification Position of employment;
 - iii. Continuing education or in-house training in classification position of employment.

E. The Mayor shall be notified in writing regarding all pay step increases.

5.06 PROMOTION

It is the City's policy to give current Employees first consideration as applicants for promotional opportunities. When an Employee receives a Promotion that Employee may receive an increase in base pay.

5.07 THIS SECTION LEFT BLANK AT THIS TIME

5.08 CITY SERVICE RECOGNITION PAY

The purpose of recognition pay is to facilitate a program that makes City service an attractive career. Full-Time Employees who have been continuously employed for 5 years shall receive recognition pay on the Employee's fifth year Anniversary Date at the rate of \$50 per year of employment and in five-year increments thereafter. Example: Upon completion of five years @ \$50 = \$250; upon completion of 10 years @ \$50 = \$500, etc. The recognition pay does not increase base rate of pay.

5.09 PERFORMANCE EVALUATION SYSTEM

Annual written Performance Evaluations shall be conducted for all full-time Employees and Part-Time Employees by a Supervisor, Department Head or the City Administrator. All written evaluations shall be based on the Employee's overall performance in relation to job responsibilities, attendance, and tardiness.

Scheduled Performance Evaluations shall rate an Employee's performance for an entire year in an employment Position based on the Anniversary Date. An evaluation may occur more frequently than on an annual basis at the discretion of a Supervisor, Department Head or the City Administrator.

It is important that Employees understand the information, goals, and outcomes of the evaluation process. Employees who are uncertain about the information, goals or outcomes of an appraisal may request an additional meeting with their evaluator or request the City Administrator to act as a third party mediator for the Employee and evaluator.

5.10 PERFORMANCE CATEGORIES

The following are definitions of the performance categories:

Probationary - An Employee placed in this category is a newly hired Employee in the six-month Probationary Period beginning on the Date of Hire or a promoted Employee in the six-month Probationary Period beginning on the date of Promotion.

Satisfactory Performance - An Employee placed in this category demonstrates acceptable performance and meets or exceeds the duties and standards established for the Position.

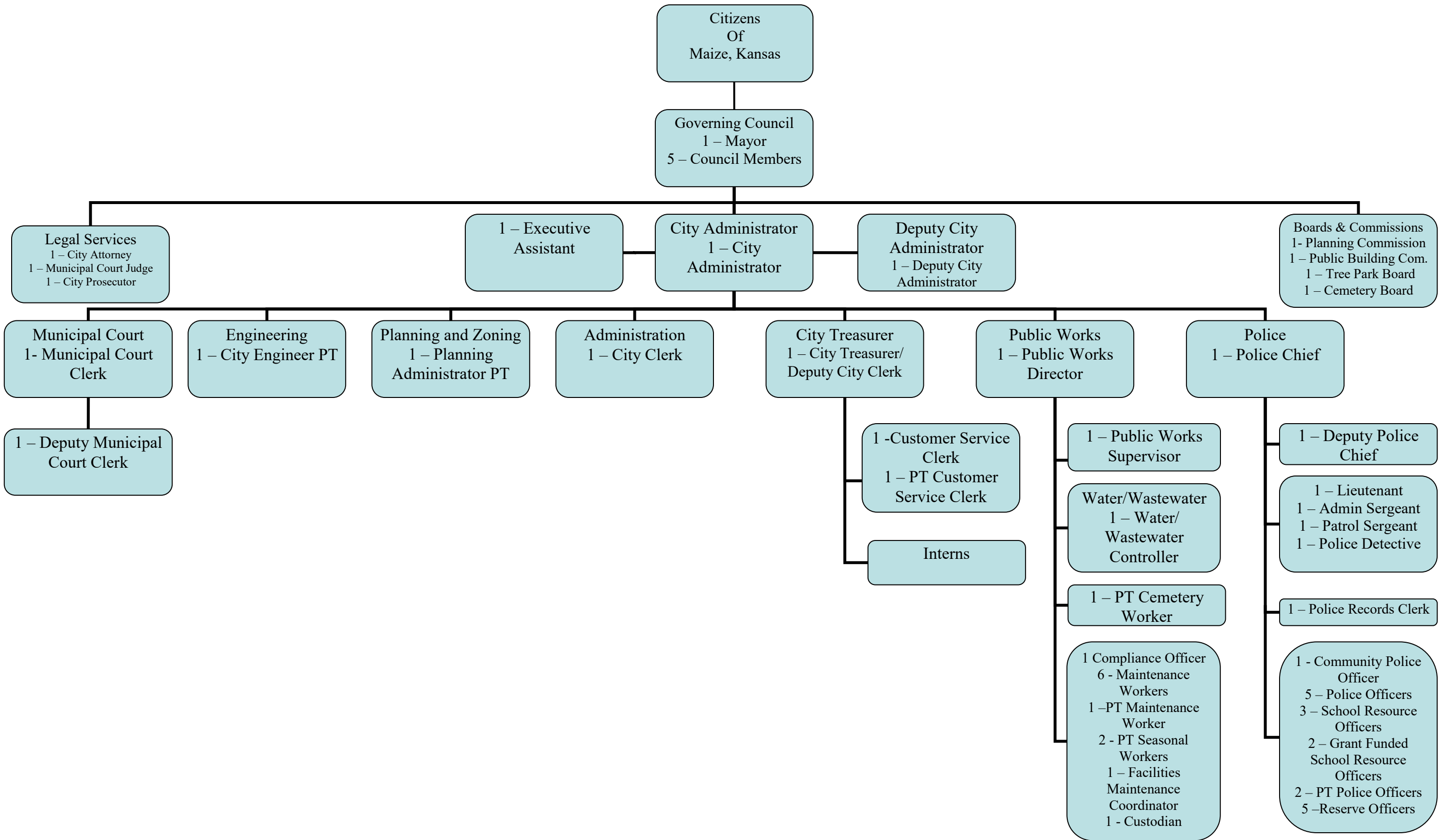
An Employee who consistently surpasses the duties and standards established for the Position in the areas of quality of work, planning, and organizing, and exhibits leadership abilities.

An Employee's performance is exceptional and superior in all areas.

Unsatisfactory Performance - An Employee placed in this category is not performing up to the standards established for the Position. An Employee receiving an unsatisfactory Performance Evaluation upon the Employee's annual Anniversary Date is ineligible for step pay until the next evaluation.

Performance Evaluation Form - See Section XVI.

Attachment 2



DRAFT September 25, 2018

Effective January 1, 2019

POSITION	Percent Between Steps: 2.30%														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
ADMINISTRATION															
Deputy City Administrator*	59,259	60,654	62,082	63,544	65,040	66,571	68,138	69,742	71,346	72,987	74,666	76,383	78,140	79,937	81,776
City Clerk *	47,507	48,625	49,770	50,942	52,141	53,368	54,624	55,910	57,196	58,512	59,858	61,235	62,643	64,084	65,558
City Treasurer/Deputy City Clerk *	46,414	47,507	48,625	49,770	50,942	52,141	53,368	54,624	55,880	57,165	58,480	59,825	61,201	62,609	64,049
Executive Assistant	20.81	21.30	21.80	22.31	22.84	23.38	23.93	24.49	25.05	25.63	26.22	26.82	27.44	28.07	28.72
Municipal Court Clerk	14.77	15.12	15.48	15.84	16.21	16.59	16.98	17.38	17.78	18.19	18.61	19.04	19.48	19.93	20.39
Deputy Municipal Court Clerk	14.77	15.12	15.48	15.84	16.21	16.59	16.98	17.38	17.78	18.19	18.61	19.04	19.48	19.93	20.39
Customer Service Clerk	12.55	12.85	13.15	13.46	13.78	14.10	14.43	14.77	15.11	15.46	15.82	16.18	16.55	16.93	17.32
Customer Service Clerk (PT)	12.55	12.85	13.15	13.46	13.78	14.10	14.43	14.77	15.11	15.46	15.82	16.18	16.55	16.93	17.32
City Engineer (PT)	34.87	35.69	36.53	37.39	38.27	39.17	40.09	41.03	41.97	42.94	43.93	44.94	45.97	47.03	48.11
Planning & Zoning Administrator (PT)	30.71	31.43	32.17	32.93	33.71	34.50	35.31	36.14	36.97	37.82	38.69	39.58	40.49	41.42	42.37
Intern (PT)	8.48	8.68	8.88	9.09	9.30	9.52	9.74	9.97	10.20	10.43	10.67	10.92	11.17	11.43	11.69

PUBLIC WORKS

Public Works Director *	65,217	66,752	68,323	69,931	71,577	73,262	74,987	76,752	78,517	80,323	82,170	84,060	85,993	87,971	89,994
Public Works Supervisor	23.67	24.23	24.80	25.38	25.98	26.59	27.22	27.86	28.50	29.16	29.83	30.52	31.22	31.94	32.67
Water & Wastewater Controller	19.58	20.04	20.51	20.99	21.48	21.99	22.51	23.04	23.57	24.11	24.66	25.23	25.81	26.40	27.01
Compliance Officer	18.39	18.82	19.26	19.71	20.17	20.64	21.13	21.63	22.13	22.64	23.16	23.69	24.23	24.79	25.36
Maintenance Worker I	11.88	12.16	12.45	12.74	13.04	13.35	13.66	13.98	14.30	14.63	14.97	15.31	15.66	16.02	16.39
Maintenance Worker II	14.08	14.41	14.75	15.10	15.46	15.82	16.19	16.57	16.95	17.34	17.74	18.15	18.57	19.00	19.44
Maintenance Worker III	15.89	16.26	16.64	17.03	17.43	17.84	18.26	18.69	19.12	19.56	20.01	20.47	20.94	21.42	21.91
Facilities Maintenance Coordinator	15.89	16.26	16.64	17.03	17.43	17.84	18.26	18.69	19.12	19.56	20.01	20.47	20.94	21.42	21.91
Custodian	10.84	11.10	11.36	11.63	11.90	12.18	12.47	12.76	13.05	13.35	13.66	13.97	14.29	14.62	14.96
Seasonal Maintenance Worker **	8.48	8.68	8.88	9.09	9.30	9.52	9.74	9.97	10.20	10.43	10.67	10.92	11.17	11.43	11.69
Maintenance Worker (PT)	11.88	12.16	12.45	12.74	13.04	13.35	13.66	13.98	14.30	14.63	14.97	15.31	15.66	16.02	16.39

POLICE

Police Chief *	67,993	69,594	71,232	72,909	74,626	76,382	78,181	80,021	81,861	83,744	85,670	87,640	89,656	91,718	93,828
Deputy Police Chief *	59,259	60,654	62,082	63,544	65,040	66,571	68,138	69,742	71,346	72,987	74,666	76,383	78,140	79,937	81,776
Police Lieutenant	23.53	24.07	24.62	25.18	25.75	26.34	26.94	27.55	28.18	28.82	29.48	30.15	30.84	31.54	32.26
Police Administrative Sergeant	22.44	22.97	23.51	24.06	24.63	25.21	25.80	26.41	27.02	27.64	28.28	28.93	29.60	30.28	30.98
Police Patrol Sergeant	22.44	22.97	23.51	24.06	24.63	25.21	25.80	26.41	27.02	27.64	28.28	28.93	29.60	30.28	30.98
Detective	21.54	22.05	22.57	23.10	23.64	24.20	24.77	25.35	25.93	26.53	27.14	27.76	28.40	29.05	29.72
Community Police Officer	18.34	18.77	19.21	19.66	20.12	20.59	21.07	21.57	22.07	22.58	23.10	23.63	24.17	24.73	25.30
School Resource Officer	18.74	19.18	19.63	20.09	20.56	21.04	21.54	22.05	22.56	23.08	23.61	24.15	24.71	25.28	25.86
Recruit Patrol Officer	18.00	18.10	Move to	Patrol Officer	at 12 mo. ***										
Patrol Officer I	18.31	18.74	19.18	19.63	20.09	20.56	21.04	21.54	22.04	22.55	23.07	23.60	24.14	24.70	25.27
Patrol Officer II	19.13	19.58	20.04	20.51	20.99	21.48	21.99	22.51	23.03	23.56	24.10	24.65	25.22	25.80	26.39
Master Patrol Officer	19.52	19.96	20.41	20.87	21.35	21.84	22.34	22.85	23.38	23.92	24.47	25.03	25.61	26.20	26.80
Police Records Clerk	14.03	14.36	14.70	15.05	15.40	15.76	16.13	16.51	16.89	17.28	17.68	18.09	18.51	18.94	19.38
Patrol Officer (PT)	18.31	18.74	19.18	19.63	20.09	20.56	21.04	21.54	22.04	22.55	23.07	23.60	24.14	24.70	25.27

GOVERNING BODY COMPENSATION

POSITION	Per Month	Per Meeting
Mayor	500.00	100.00
Council Members	300.00	50.00

Comments

(PT) Indicates a part-time position

A \$0.35/hour shift differential pay is added for 2nd and 3rd shift Patrol Officers Only

* Salaried Positions

** Seasonal workers and Interns do not qualify for step increases.

*** 2.3% Step does not apply



Deputy Police Chief Position Description

Status: Exempt, Full-Time Position

Supervisor Title: Chief of Police

Department: Police

Responsibilities:

- Responsible for planning, organizing and directing Police Department operations in the absence of the Chief of Police
- Responsible for enforcement and compliance of federal, state, local laws and city ordinances
- Responsible for budgetary control and procurement
- Responsible for evaluating efficiency and effectiveness of Police Department operations
- Perform employee's performance evaluation
- Assist with supervision and training of Police Department employees
- Assist with disseminating and compliance of Department Policies and Procedures
- Testify in court when deemed necessary
- Promote the good will of the City
- Perform other tasks as assigned
- Possess and maintain a valid Kansas Driver's License

Skills:

- Advanced knowledge of municipal police administration and operations
- Advanced knowledge of current principals, practices and techniques of law enforcement, crime prevention, criminal law and policing limitations
- Ability to maintain the confidentiality of highly sensitive information
- Ability to identify and resolve issues by directing personnel
- Ability to communicate effectively; both orally and in writings
- Ability to evaluate written and oral reports and make recommendations
- Ability to deal firmly, but courteously with the publics
- Working knowledge of Microsoft Office and other computer software
- Ability to be punctual and in regular attendance

Education:

- Minimum 60 hours of Criminal Justice or related field of study
- Kansas Law Enforcement Academy Certification
- Kansas Police Administrators School graduate (KPAS)

Experience:

- Minimum ten (10) years progressive experience as a commissioned Police Officer
- Minimum five (5) years in management and supervisory experience



Master Patrol Officer Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: Police Patrol Sergeant

Department: Police

Responsibilities:

- Responsible for the enforcement of federal, state, local laws and City ordinances
- Protects the life and property of the citizens of Maize
- Makes arrests, issues traffic citations and performs traffic control duties
- Follows department policies and procedures
- Interviews witness, suspects, victims and prepares reports and files
- Respond to citizen's calls and assists emergency crews as needed
- Services warrants, subpoenas and other legal documents
- Testify in court when deemed necessary
- Assists other law enforcement agencies
- Maintains department/city owned equipment
- Promote the good will of the City
- Perform other tasks as assigned
- Possess and maintain a valid Kansas Driver's License

Skills:

- In-depth knowledge of current methods used in law enforcement
- Ability to work independently and with very little supervision
- Ability to analyze situations quickly and effectively to determine a course of action
- Ability to function as field supervisor when necessary
- In depth knowledge of geography of the city and surrounding areas
- Ability to remember names, faces and details of incidents
- Ability to understand and follow written and oral instructions
- Ability to communicate effectively and clearly, both orally and in writing
- Ability to deal firmly, but courteously with the public
- Ability to perform first aid
- Ability to work irregular hours
- Skill in use of firearms
- Ability to be punctual and in regular attendance

Education:

- High school graduate or GED, technical degree or some college credit is preferred
- Kansas Law Enforcement Academy Certification

Experience:

- Ten (10) years law enforcement experience with the City of Maize
- Minimum 3.5% or higher performance ratings last three annual performance evaluations
- Certifications in SFST, Intoxolizer and advanced accident reporting
- Advanced knowledge of current Records Management System and state reporting systems
- Promotion testing required



Patrol Officer I Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: Police Patrol Sergeant

Department: Police

Responsibilities:

- Responsible for the enforcement of federal, state, local laws and City ordinances
- Protects the life and property of the citizens of Maize
- Makes arrests, issues traffic citations and performs traffic control duties
- Follows department policies and procedures
- Interviews witness, suspects, victims and prepares reports and files
- Respond to citizen's calls and assists emergency crews as needed
- Services warrants, subpoenas and other legal documents
- Testify in court when deemed necessary
- Assists other law enforcement agencies
- Maintains department/city owned equipment
- Promote the good will of the City
- Perform all tasks as assigned under direct supervision
- Possess and maintain a valid Kansas Driver's License

Skills:

- Working knowledge of current methods used in law enforcement
- Ability to analyze situations quickly and effectively to determine a course of action
- Working knowledge of geography of the city and surrounding areas
- Ability to remember names, faces and details of incidents
- Ability to understand and follow written and oral instructions
- Ability to communicate effectively and clearly, both orally and in writing
- Ability to deal firmly, but courteously with the public
- Ability to perform first aid
- Ability to work irregular hours
- Skill in use of firearms
- Ability to be punctual and in regular attendance

Education:

- High school graduate or GED
- Kansas Law Enforcement Training Center Certification or eligible for (KLETC) training

Experience:

- Minimum one (1) year as a certified Officer
- Completion of KLETC full-time academy or states recognized training with KLETC reciprocity



Patrol Officer II Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: Police Patrol Sergeant

Department: Police

Responsibilities:

- Responsible for the enforcement of federal, state, local laws and City ordinances
- Protects the life and property of the citizens of Maize
- Makes arrests, issues traffic citations and performs traffic control duties
- Follows department policies and procedures
- Interviews witness, suspects, victims and prepares reports and files
- Respond to citizen's calls and assists emergency crews as needed
- Services warrants, subpoenas and other legal documents
- Testify in court when deemed necessary
- Assists other law enforcement agencies
- Maintains department/city owned equipment
- Promote the good will of the City
- Perform all tasks as assigned under direct supervision
- Possess and maintain a valid Kansas Driver's License

Skills:

- Working knowledge of current methods used in law enforcement
- Ability to analyze situations quickly and effectively to determine a course of action
- Working knowledge of geography of the city and surrounding areas
- Ability to remember names, faces and details of incidents
- Ability to understand and follow written and oral instructions
- Ability to communicate effectively and clearly, both orally and in writing
- Ability to deal firmly, but courteously with the public
- Ability to perform first aid
- Ability to work irregular hours
- Skill in use of firearms
- Ability to be punctual and in regular attendance

Education:

- High school graduate or GED, technical degree or some college credit is preferred
- Kansas Law Enforcement Academy Certification

Experience:

- Five years law enforcement experience with the City of Maize
- Minimum 3.5% or higher performance ratings last three annual performance evaluations



Police Administrative Sergeant Position Description

Status: Non-Exempt, Full-Time Position
Supervisor Title: Police Lieutenant
Department: Police

Responsibilities

- Responsible for the enforcement of federal, state, local laws and City ordinances
- Supervise community-policing / School Resource Officers (SRO) and activities
- Act as liaison with school administration for SRO activities
- Organize, research and assist on special projects
- Evaluates and administers performance evaluations to assigned staff
- Supervise Patrol Officers in absence of Patrol Sergeant.
- Maintain specialized records and certification compliance
- Research, compose and administer grant applications and oversee funding
- Testify in court when deemed necessary
- Promote the good will of the City
- Perform other tasks as assigned

Skills:

- Working knowledge of current methods used in law enforcement
- Working knowledge of current community policing / SRO practices
- Ability to maintain the confidentiality of highly sensitive information
- Ability to implement Department Policies and Procedures
- Ability to supervise and evaluate the performance of subordinates in both routine and emergency situations
- Ability to organize, schedule, assign, observe and instruct personnel
- Ability to identify and resolve personnel issues
- Working knowledge of the geography of the city and surrounding areas
- Ability to communicate effectively; both orally and in writing
- Ability to evaluate written and oral reports and make recommendations
- Ability to deal firmly, but courteously with the public
- Ability to work irregular hours
- Skill in the use of firearms
- Ability to be punctual and in regular attendance
- Ability to possess and maintain a valid Kansas Driver's License

Education

- Associates Degree or equivalent training and experience
- Kansas Law Enforcement Academy Certification
- Basic National Association of School Resource Officers (NASRO) Certification

Experience

- Minimum five years progressive law enforcement experience with two years in a supervisory position



Police Lieutenant Position Description

Status: Exempt, Full-Time Position
Supervisor Title: Deputy Police Chief
Department: Police

Responsibilities:

- Responsible for planning, organizing and directing Police Department operations and maintaining equipment
- Responsible for enforcement and compliance of federal, state, local laws and city ordinances
- Responsible for evaluating efficiency and effectiveness of Police Department operations
- Perform employee's performance evaluation
- Assist with supervision and training of Police Department employees
- Assist with disseminating and compliance of Department Policies and Procedures
- Testify in court when deemed necessary
- Promote the good will of the City
- Perform other tasks as assigned
- Possess and maintain a valid Kansas Driver's License

Skills:

- Working knowledge of municipal police administration and operations
- Working knowledge of current principals, practices and techniques of law enforcement, crime prevention, criminal law and policing limitations
- Ability to maintain the confidentiality of highly sensitive information
- Ability to identify and resolve issues by directing personnel
- Ability to communicate effectively; both orally and in writings
- Ability to evaluate written and oral reports and make recommendations
- Ability to deal firmly, but courteously with the public
- Working knowledge of Microsoft Office and current records management system (RMS) and state reporting systems
- Ability to be punctual and in regular attendance

Education:

- Minimum 60 hours of Criminal Justice or related field of study
- Kansas Law Enforcement Academy Certification
- Kansas Police Administrators School graduate (KPAS)

Experience:

- Minimum ten (10) years progressive experience as a commissioned Police Officer
- Minimum three (3) years in management and supervisory experience



Police Patrol Sergeant Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: Police Lieutenant

Department: Police

Responsibilities

- Responsible for the enforcement of federal, state, local laws and City ordinances
- Schedule and supervise street level operations to provide adequate policing
- Supervise officers on duty
- Review case files
- Maintain specialized records and certification compliance
- Supervise community-policing activities in absence of Administrative Sergeant
- Testify in court when deemed necessary
- Promote the good will of the City
- Perform other tasks as assigned
- Perform employee performance evaluations
- Possess and maintain a valid Kansas Driver's License

Skills:

- Working knowledge of current methods used in law enforcement
- Ability to maintain the confidentiality of highly sensitive information
- Ability to recommend implementation of Department Policies and Procedures
- Ability to supervise and evaluate the performance of subordinates in both routine and emergency situations
- Ability to organize, schedule, assign, observe and instruct personnel
- Ability to identify and resolve issues by directing personnel
- Working knowledge of the geography of the city and surrounding areas
- Ability to communicate effectively; both orally and in writing
- Ability to evaluate written and oral reports and make recommendations
- Ability to deal firmly, but courteously with the public
- Ability to work irregular hours
- Skill in the use of firearms
- Ability to be punctual and in regular attendance

Education

- High School graduate or GED
- Kansas Law Enforcement Academy Certification

Experience

- Minimum five years progressive law enforcement experience
- Minimum 3.5% or higher performance ratings on last three annual performance evaluations



School Resource Officer Position Description

Status: Non-Exempt, Full-Time Position
Supervisor Title: Police Administrative Sergeant
Department: Police

Responsibilities:

- Responsible for the enforcement of federal, state, local laws and City ordinances
- Follow department policies and procedures
- Provide law enforcement and police services to USD 266 staff, students, buildings, and properties
- Build positive working relationships with school staff, students, and parent groups
- Maintain a close partnership with administrators, faculty, and staff
- Develop and implement classes in law-related education
- Provide a training course for school personnel in handling crisis situations
- Work with guidance counselors and other student support staff to assist students in conflict resolution efforts
- Be visible within the school community
- Attend and participate in school functions
- Investigate allegations of criminal incidents on school property
- Testify in court when necessary
- Assist other law enforcement agencies
- Maintain department/district/city owned property
- Perform Patrol Officer duties as assigned
- Promote the good will of the City
- Perform other tasks as assigned
- Possess and maintain a valid Kansas Driver's License

Skills:

- Working knowledge of current SRO practices
- Ability to maintain the confidentiality of highly sensitive information
- Ability to establish positive contacts with school personnel and students
- Ability to work with social agencies that provide student services
- Ability to develop and implement criminal justice programs
- Ability to encourage a safe school environment
- Ability to project a positive image of law enforcement

Education:

- High school graduate or GED
- Kansas Law Enforcement Academy Certification
- School Resource Officer Training within one year

Experience:

- Three years in law enforcement or related field preferred



Monthly Council Report

Department Highlights

- Overall Department activities are functioning normal.
- We have narrowed our search for a new officer down to two candidates. It is anticipated a job offer will be made prior to the next council meeting. I will update the council if needed.
- Attended and served as a group facilitator for the Sedgwick County Drug Summit. Mayor Clasen also attended.
- SRO's have been busy with district activities. We recently partnered with the Wichita Police Department to start issuing WPD citations for tobacco violations on the south campus. This will enable our SRO's to more effectively and consistently enforce tobacco related incidents on all of our campuses.
- Officer Self was involved in an accident that totaled his patrol unit. A driver who was texting ran a stop sign driving west on Wyn Wood and tee boned Officer Self as he drove south on Maize Road. Officer Self received minor injuries and was taken to the hospital for evaluation. The other driver received a broken leg. We are in the process of working with insurance to replace our car.

Budget status: 90/100%

Major purchases: None

Current Staff Levels.

12 Full-time

2 Part-time

4 Reserve

4 Reserve -Vacant

Monthly Activities

October Police Reports - **1014**

October calls for service - **540**

Community Policing:

Preparing for Thanksgiving food baskets.

PUBLIC WORKS REPORT 11-13-18

Regular Work

- Graded 61st and north Tyler Road, as well as 45th street, and Hidden Acres Rd. a couple of times this past month. Installed several more loads on 61st to help with potholes etc.
- Picked up 10 locations of brush. Many brought in brush on brush day November 3, 2018. We are hauling the ground up mulch to Evergreen recycling as time allows to get rid of most all of what we had ground.
- Had Over 150 locates this month.
- Shut off 12 water meters on shut off day.

Special Projects

- Cleaned the concrete flume on both sides of Maize Road down to 31st.
- Cleaned the ditches along 100 North Park to help drainage
- Put up flags along Maize Road and at the cemetery for the 100th anniversary of Veterans Day.
- Crack-sealed most all of Hampton Lakes Area: Hampton Lakes Road, Hearthstone, Manchester, Parkdale, and Parkdale Courts, Westbrook and Westbrook Courts.
- Replaced the flashing stop sign at 45th and Tyler Road because of an accident there.
- Mounted plows and spreaders and we needed them November 12 when it snowed and iced over pretty bad.
- Blew out the sprinkler lines at the park and at the cemetery to keep things from freezing and breaking.

Ron Smothers

Public Works Director

City Engineer's Report

11/19/2018

Copper Creek Apartments

Some of the first units have sheet rock complete and are undergoing final electrical and plumbing. They will start leasing units in the near future.

Cypress Point

The second house is nearing complete enclosure.

Carriage Crossing

Waterline has been completed. A lot of the site layout has been completed; including digging out the pond and installing the dirt to build up the housing sites.

Kyodo Yushi

They have been granted their permit for occupancy.

Shuttle Aerospace

The building is almost enclosed.

**PLANNING ADMINISTRATOR'S
REPORT**

DATE: November 19, 2018

TO: Maize City Council

FROM: Kim Edgington, Planning Administrator

RE: Regular November Council Meeting

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

1. Comprehensive Plan Update –The second survey has been developed and will be live later this week. Final edits have been made to the document and will be reviewed by the Planning Commission at their December 6th meeting.
2. Final plat of Nicks Addition – an 83-lot single family residential plat will be on the December 6th agenda for Planning Commission recommendation.
3. Preliminary plat at 119th and 29th Street – Staff is in preliminary meetings with the engineer for a 40 acre single-family subdivision on the west side of 119th Street south of 29th Street. We will update the Council as to when anything has been officially filed on this project.
4. General planning issues – I continue to meet, both on the phone and in person, with citizens and developer's representatives requesting information on general planning matters, such as what neighboring property owners are planning to do, what they are allowed to do on their property, and what the process is for submitting various applications and materials to the Planning Commission.



**City Clerk Report
REGULAR COUNCIL MEETING
November 19, 2018**

Year to date status (Through 10/31/18):

General Fund –			
	Budget	YTD	
Rev.	\$3,511,343	\$3,515,042	97.61%
Exp.	\$3,716,847	\$3,256,330	87.61%
Streets –			
Rev.	\$309,380	\$ 306,029	98.92%
Exp.	\$310,050	\$ 269,126	86.80%
Wastewater Fund-			
Rev.	\$798,000	\$ 845,709	105.98%
Exp.	\$798,000	\$ 663,915	83.20%
Water Fund-			
Rev.	\$822,000	\$ 977,134	118.87%
Exp.	\$822,000	\$ 689,298	83.86%

Health & Dental Benefits

Per Council's request, here are the 2018 numbers (through 10/31/2018) 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:	\$254,527.72	\$ 63,637.64	\$318,165.36
Dental:	17,962.34	4,486.81	22,449.15
Life:	<u>10,548.29</u>	<u>0</u>	<u>10,548.29</u>
	\$283,038.35	\$ 68,124.45	\$351,162.80

CIP 2017 (As of 10/31/2018)

<u>Detail</u>	<u>Reason</u>	<u>October Revenue</u>	<u>October Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/18					\$ 130,548.82
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax	-		-	4.16
Interest	From Bank Accounts	1,886.78		3,500.00	25,872.94
Reimbursements	City Hall Pond Repair	-			-
Other Revenues		-			585.00
Transfers		39,166.67		470,000.00	391,666.70
Total Revenues		<u>41,053.45</u>		<u>473,500.00</u>	<u>418,128.80</u>
Total Resources					<u>548,677.62</u>
Street Improvements		0.00	-	350,000.00	315,340.29
Sidewalk/Bike Paths			-	100,000.00	-
Park Improvements			-	200,000.00	11,434.23
Other Capital Costs			-	-	-
Total Expenditures		<u>-</u>	<u>-</u>	<u>650,000.00</u>	<u>326,774.52</u>
Cash Balance - 9/30/18					<u>\$ 221,903.10</u>

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 10/31/2018

	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	\$769.95	\$669.86	\$100.09	\$7,699.50	\$6,698.60	\$1,000.90	Flat - based on number of lines
Internet	750.51	675.46	75.05	7,430.05	6,154.19	675.45	Flat - \$75.05/month
Gas	268.57	147.98	120.59	4,971.12	2,739.09	2,232.03	44.90%
Electric	2,451.45	1,350.75	1,100.70	24,969.91	13,758.42	11,211.49	44.90%
Janitor	1,810.33	997.49	812.84	15,654.40	8,625.57	7,028.83	44.90%
Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00	
Trash	86.25	47.52	38.73	862.50	380.19	387.26	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	11,365.00	6,262.12	5,102.89	44.90%
Pest Control	300.00	275.00	25.00	3,000.00	2,750.00	250.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$6,437.06	\$4,164.07	\$2,272.99	\$75,952.48	\$47,368.18	\$27,888.85	

Shared Costs for City Hall
 Updated 11/12/2018

Equipment Reserve 2018 (As of 10/31/2018)

<u>Detail</u>	<u>Reason</u>	<u>October Revenue</u>	<u>October Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/18					\$ 126,938.93
Interest	From Bank Accounts	164.69		300.00	2,258.37
Reimbursement	Sale of PD Equipment	-			2,456.95
Transfers	From General Fund	12,500.00		150,000.00	125,000.00
Total Revenues		\$ 12,664.69		\$ 150,300.00	\$ 129,715.32
Total Resources					\$ 256,654.25
Trucks/Heavy Equipment			\$ -	\$ 50,000.00	\$ 78,536.85
Computers **		4,548.00	1,749.00	50,000.00	69,885.15
Police Department Expenses		-	-	70,000.00	41,288.25
Total Expenditures			\$ 1,749.00	\$ 170,000.00	\$ 189,710.25
Cash Balance - 10/31/2018					\$ 66,944.00

**\$24,408.50 encumbered in 2017 budget

CITY OF MAIZE/USD #266
 SHARED COSTS FOR SCHOOL RESOURCE OFFICERS
 THRU 10/31/2018

	MONTHLY BILL	CITY PORTION	USD #266 PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	USD #266 PORTION YEAR TO DATE
Wages	\$ 10,386.49	\$ 2,596.62	\$ 7,789.87	\$ 67,480.93	\$ 16,870.23	\$ 50,610.70
FICA/Medicare Taxes	998.03	\$ 249.51	\$ 748.52	4,982.62	1,245.66	3,736.97
KPERS (Employer)	1,306.38	\$ 326.60	\$ 979.79	6,615.46	1,653.87	4,961.60
Health/Life/Other Employer Paid Benefits	2,502.48	\$ 625.62	\$ 1,876.86	15,036.24	3,759.06	11,277.18
Total Shared Costs	\$ 15,193.38	\$ 3,798.35	\$ 11,395.04	\$ 94,115.25	\$ 23,528.81	\$ 70,586.44



CITY OPERATIONS

DATE: November 14, 2018
TO: Maize City Council
FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Jolene Graham
RE: November 2018 Report

1) Pending Council Items

- Villas at Hampton Lakes (Nov 28th)
- 2018 Budget Amendment (Dec 17th)
 - ✓ *Public Hearing*
 - ✓ *Adoption*
- Nick's Addition Final Plat (Dec 17th)

2) Rolling Meadows Trailer Park

Staff has been in discussion with the Shawnee Capital Investments company. They are considering buying the Rolling Meadows Trailer Park. (*Huffman's property*)

In order to accomplish the purchase, they requested a modification in the timeline requirements and certain other conditions as mandated in the current ordinance.

They provided a business plan, based on a cost analysis, as well as some history of the business history. These items have been presented to the Council. Council has also been provided staff updates as this process unfolded.

The new trailer park ordinance requires the park be brought into compliance within 90 days. The Shawnee Capital Investors estimated cost for the 90-day compliance requirements approaches \$250,000.00. According to Shawnee Capital Investors, from a business perspective, this ordinance compliance expense, when combined with the purchase price and then compared to estimated revenue to be generated from the park activities will not work.

As reported in the October report; "*Shawnee Capital Investors have submitted a business plan to the city for consideration. The plan suggests a "phase in" approach, based on priorities and time lines. In order for the Shawnee Capital Investments company to move forward with the purchase an agreed upon business plan, supported by the city, is required. At this time the priorities and timelines are a topic of discussion. If a proposed business plan can be agreed on it would be brought to the Council for consideration.*"

At the conclusion of several discussions, research and other considerations staff determined we could not recommend the Shawnee Capital Investments business proposal or modifying the current mobile home ordinance to the Council.

During the week of November 28th staff notified Shawnee Capital Investments, Brady Hanna and Jeff Boor, that we as staff, were unable to support their request. We thanked them for their interest and that we would inform the Council of our position. At that time, we also informed them they certainly had the right to appeal our position to the Council.

On November 1st the Mayor and Council members received an e-mail letter from Shawnee Capital Investors requesting the Council reconsider their business proposal.

Their letter was discussed with Mayor Clasen, as to how we might responding to the request. It was decided to discuss it during the Operations Report portion at the November 19th Council meeting.

The purpose of the discussion is to determine what the Council's majority consensus is?

- Does the Council majority consensus desires additional research, concluding with options for the further consideration?
- Does the Council majority consensus desire to leave the current ordinance in place without modification?

Depending on Council majority consensus an appropriate response will be drafted for the Mayor's signature.

3) City Employee Christmas Dinner and Holidays

- Thanksgiving
 - ✓ *November 22nd & 23rd*
- Employee Christmas Dinner
 - ✓ *December 14th @ 6pm*
- Christmas
 - ✓ *December 24th & 25th*
- *New Year's*
 - ✓ *January 1st*

4) Trash Service Follow Up

On November 1, 2018 a Public Meeting with Citizens and Trash Haulers was held. The summary is attached to the operations report. The next step is to develop a draft plan based on mandatory participation and resend out for feedback.

5) Economic Development

- Construction continues:
 - ✓ Kyodo Yushi
 - Certificate of Occupancy permit has been issued
 - ✓ Copper Creek Apartments
 - ✓ Carriage Crossing 6th Addition
 - ✓ Shuttle Aerospace
 - ✓ Cypress Point Addition
 - ✓ Hampton Lakes Villas Addition
 - ✓ 119th Water Line completed
- 43 - single family home permits

6) Utility Rate Review

Staff has created a tiered sewer rate structure and is currently testing each category. (Residential, Multi-family, Commercial, Industrial and Schools) The sewer rate structure will calculate rates based on the water consumption of each user. Staff will present the first test group to the rate review committee after testing of the categories is complete.

7) International Law Enforcement Torch Run for Special Olympics Conference

The very successful conference was held in Las Vegas this year with 1,400 people in attendance. Law enforcement officers from every State were represented; as were over 20 other countries. It was a four-day working conference focusing on not only raising funds for Special Olympics but inclusion for all and “changing the world one step at a time.” The figure for 2017 was another record amount of \$58,231,849. Now that is quite a step from 1981 when five Wichita officers raised \$300 to 2017 with 110,000 officers raising \$58,231,849! This brings the total amount raised to \$733,273,687 worldwide. At last banquet of the conference, I challenged the Officers to reach the \$1 Billion dollar mark by the end of 2021. This will be the 40th anniversary of the Torch Run. You have to have a vision . . . you have to have a goal.

7) Upcoming Meetings

- Wednesday's - Mayor's Weekly Meeting @ 11am
- November 19th - Council @ 7pm
- December 6th - Planning @ 7pm
- December 11th - Park & Tree @ 5:30pm
- December 17th - Council @ 7pm