

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, JUNE 17, 2013
PLACE: MAIZE CITY HALL
10100 GRADY AVENUE

AGENDA

MAYOR CLAIR DONNELLY PRESIDING

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 6) Consent Agenda
 - A. Approval of Minutes – Regular Council Meeting of May 20, 2013
 - B. Receive and file minutes from the Park and Tree Board meeting of May 14, 2013
 - C. Receive a file minutes from the Planning Commission meeting of May 3, 2013
 - D. Cash Disbursements from May 1, 2013 thru May 31, 2013 in the amount of \$855,500.13 (Check #56299 thru #56456).
- 7) New Business
 - A. WAMPO Agreements
 - B. Project Funding
 - C. Watercress Village III (Petitions /Resolutions)
 - D. Watercress Village III (Engineering Contract)
 - E. Hampton Lakes 2nd Addition Phase II (Petitions/Resolutions)
 - F. Hampton Lakes 2nd Addition Phase II (Engineering Contract)
 - G. Equity Bank Agreement
 - H. Concealed Carry Law
- 8) Old Business
 - A. Sign Code Ordinance

- 9) Reports
 - Police
 - Public Works
 - City Engineer
 - Planning & Zoning
 - City Clerk
 - Legal
 - Operations
 - Mayor's Report
 - Council Member's Reports
- 10) Executive Session
- 11) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, May 20, 2013**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **May 20, 2013** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Donna Clasen, Alex McCreath, Pat Stivers, Karen Fitzmier** and **Kevin Reid**.

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

APPROVAL OF AGENDA:

The Agenda was submitted for Council approval.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including the Council Meeting Minutes of April 15, 2013 for approval, the Park and Tree Board minutes of March 12, 2013 and the Planning Commission minutes of February 7, 2013 for receipt and file, the Cash Disbursement Report from April 1, 2013 through April 30, 2013 in the amount of \$355,897.83 (Check #56167 through #56298), a request for extension of time for platting for the Veranda Addition, Personnel Policy amendments effective June 1, 2013 for approval and the Compliance Officer job description effective June 1, 2013 for approval.

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

SIGN CODE ORDINANCE MORATORIUM EXTENSION:

An ordinance extending the moratorium on off-premises signs through August 20, 2013 was submitted for approval.

MOTION: **Fitzmier** moved to approve the off-premises sign moratorium ordinance.
Stivers seconded. Motion declared carried.

City Clerk assigned Ordinance #864.

WOODS AT WATERCRESS ADDITION REVISED STORM WATER PETITION AND RESOLUTION OF ADVISABILITY:

A revised petition and resolution of advisability for storm water improvements in the Woods at Watercress Addition were submitted for approval.

MOTION: **Fitzmier** moved to accept the revised petition in the amount of \$176,000 for storm water improvements in the Woods at Watercress Addition and adopt the revised resolution of advisability.
Reid seconded. Motion declared carried.

City Clerk assigned Resolution #531-13.

ONE-STEP FINAL PLAT OF WATERCRESS VILLAGE 3RD ADDITION (S/D 01-013):

A one-step final plat for Watercress Village 3rd Addition was submitted for approval.

MOTION: **McCreath** moved to accept the Watercress Village 3rd Addition final plat, with plat to be filed with the County Register of Deeds.
Stivers seconded. Motion declared carried.

WOODS AT WATERCRESS STORM WATER AND PAVING CONSTRUCTION BIDS AND CONTRACT:

Construction bids and contract for storm water and paving improvements in the Woods at Watercress Addition were submitted for approval.

MOTION: *McCreath* moved to accept the low bid and approve the construction agreement with Kansas Paving in an amount not exceed \$130,100 for storm water and \$328,946 for paving and authorize the Mayor to sign.
Stivers seconded. Motion declared carried.

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

Mayor Donnelly recommended the appointment of Michael Burks and the reappointment of Andy Sciolaro for 3-year terms ending May 31, 2016 to the Planning Commission; the appointment of Jennifer Herrington and the reappointments of Dennis Wyatt, Tammy Learned and Michael Burks to the Park/Tree Board for 3-year terms ending May 31, 2016 and the reappointment of Gary Kemnitz for a 4-year term ending May 31, 2017 to the Recreation Commission.

MOTION: *Fitzmier* moved to approve the Mayor's appointments.
Clasen seconded. Motion declared carried.

EXECUTIVE SESSION:

Mayor Donnelly requested a 30-minute executive session for attorney/client and non-elected personnel items.

MOTION: *Clasen* moved to enter executive session for 30 minutes to discuss attorney/client and non-elected personnel items.
McCreath seconded. Motion declared carried.

The Council entered executive session at 8:50 pm and reconvened at 9:20 pm. No action was taken.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by: _____
Jocelyn Reid, City Clerk

**MINUTES-REGULAR MEETING
MAIZE CITY PLANNING COMMISSION AND
BOARD OF ZONING APPEALS
THURSDAY, MAY 2, 2013**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, May 2, 2013, for a Regular Meeting with **Jack Pew** presiding. The following Planning Commission members were present: **Jack Pew, Bryan Aubuchon, Gerald Woodard, Andy Sciolaro, Bryant Wilks, Josh Donahue** and **Gary Kirk**.

Also present were **Jocelyn Reid**, Recording Secretary, **Richard LaMunyon**, City Administrator and **Kim Edgington**, Planning Administrator.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

MOTION: **Wilks** moved to approve the December 6, 2012 minutes as presented.
Aubuchon seconded the motion.
Motion carried unanimously.

OLD BUSINESS – MAIZE PLANNING COMMISSION

SIGN CODE AMENDMENTS – PUBLIC HEARING

Pew opened the public hearing regarding amendments to the sign code. Hearing no comments, he closed the public hearing.

MOTION: **Sciolaro** moved to approve the sign code amendments as submitted.
Kirk seconded.

After discussion regarding the blanket prohibition of billboard and pole signs in the city limits, **Pew** requested a roll call vote to approve the sign code amendments as submitted with the following results:

Josh Donahue – no
Bryant Wilks – no
Andy Sciolaro – no
Jack Pew – no
Gerald Woodard – no
Bryan Aubuchon – no
Gary Kirk – no
Motion defeated unanimously.

MOTION: *Sciolaro* moved to direct staff to research where different types of signs are allowed in other cities and present the results at the Planning Commission meeting in June.
Woodard seconded. Motion carried unanimously.

NEW BUSINESS – MAIZE PLANNING COMMISSION

CU-01-013 – Conditional Use for sand extraction operation on the west side of Ridge Road approximately 300 feet south of 61st Street

MOTION: *Kirk* moved to approve the conditional use be granted as requested.
Wilks seconded. Motion carried 6-1 with *Sciolaro* voting no.

S/D 01-013 One-Step final plat Watercress Village 3rd Addition (A re-plat of a portion of Watercress Village 2nd Addition

Jason Gish of MKEC representing the developer was present to answer questions regarding this item.

MOTION: *Wilks* moved to approve the one-step final plat subject to conditions and modifications listed in the staff report.
Donahue seconded. Motion carried unanimously.

ADJOURNMENT

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

Meeting adjourned at 8:15PM.

Jocelyn Reid
Recording Secretary

Gary Kirk
Secretary

**MAIZE PARK AND TREE BOARD
MINUTES – REGULAR MEETING
TUESDAY, May 14, 2013**

The Maize Park and Tree Board met in a regular meeting at 7:05 p.m., Tuesday, May 14, 2013 with **Dennis Wyatt** presiding. Board members present were **Michael Burks, Betty Pew, and Tammy Learned**. Members absent were **Joe Lenz and Becky Keiterbell**.

Also present were **Laura Fearey**, Recording Secretary, **Richard LaMunyon**, City Administrator, and **Donna Clasen**, Council President.

Approval of Agenda:

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

Approval of the March 12, 2013 Minutes:

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

Water Park Plan Update:

Wyatt met with White Hutchinson in Kansas City during April to discuss options for the water park. After discussion, the Board decided they would like to incorporate the following if possible:

- Appeal to all age ranges with interactive portions for children and flowing water for adults such as around benches.
- A recycling system that would incorporate a storage tank or other option where water from the water park could be stored and used later for park irrigation.

The budget is estimated to be around \$75,000 - \$100,000 and 3.5% of cost for upkeep and maintenance. **Wyatt** will contact the company regarding the next step in the process.

Election and Membership Discussion:

Wyatt, Learned, and Burks all agreed to be re-appointed for another 3 year term. The Board decided to table elections for the following month.

New Board Member:

The Board is recommending to the Mayor the appointment of Jennifer Herington to the Maize Park and Tree Board.

Budget Update:

The Board approved of the budget to date.

Other Items:

The Board will have a flower planting on Saturday March 25th at City Park at 9:00AM. Board members will meet at 4:00PM the Friday before to purchase flowers.

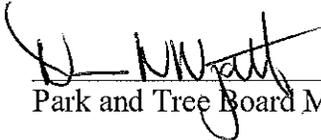
Clasen was at the Park on Mother's Day and was happy to see how well the park was being used. There were people in the community building, at the ball field, and using the play equipment.

Adjournment:

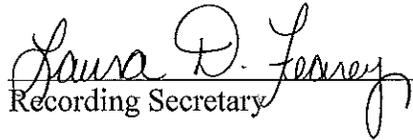
With no further business before the board:

MOTION: **Burks** motioned to adjourn.
Pew seconded. Motion declared carried.
Meeting adjourned at 8:33PM.

Approved by the Park and Tree Board on June 11, 2013.



Park and Tree Board Member



Recording Secretary

5/30/2013 8:02 AM
 PACKET: 001 53013 UTILITIES
 VENDOR SET: CITY OF MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

PAGE: 1

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01-0046			BLACK HILLS ENERGY				
I-201305300742	5/23/2013	AP	MAINTENANCE SHOP DUE: 5/23/2013 DISC: 5/23/2013 MAINTENANCE SHOP	221.42	1099: N 02 5-00-7101	GAS UTILITY	221.42
I-201305300743	5/23/2013	AP	4550 N MAIZE ROAD LIFT STATIO DUE: 5/23/2013 DISC: 5/23/2013 4550 N MAIZE ROAD LIFT STATION	28.59	1099: N 20 5-00-7101	GAS UTILITY	28.59
I-201305300744	5/23/2013	AP	442 LONGBRANCH LIFT STATION DUE: 5/23/2013 DISC: 5/23/2013 442 LONGBRANCH LIFT STATION	28.44	1099: N 20 5-00-7101	GAS UTILITY	28.44
I-201305300745	5/23/2013	AP	COMMUNITY BUILDING DUE: 5/23/2013 DISC: 5/23/2013 COMMUNITY BUILDING	69.01	1099: N 01 5-80-7974	UTILITIES	69.01
I-201305300746	5/23/2013	AP	CITY HALL DUE: 5/23/2013 DISC: 5/23/2013 CITY HALL	239.03	1099: N 01 5-80-7974	UTILITIES	239.03
I-201305300750	5/23/2013	AP	700 PLANTATION LIFT STATION DUE: 5/23/2013 DISC: 5/23/2013 700 PLANTATION LIFT STATION	26.64	1099: N 20 5-00-7101	GAS UTILITY	26.64
=== VENDOR TOTALS ===				613.13			
01-0076			COX COMMUNICATIONS				
I-201305300741	5/25/2013	AP	PHONE-670 PLANTATION LS DUE: 5/25/2013 DISC: 5/25/2013 PHONE-670 PLANTATION LS	27.25	1099: N 20 5-00-7106	TELEPHONE/FAX	27.25
I-201305300748	5/22/2013	AP	PHONE-SHOP & SEWER PLANT DUE: 5/22/2013 DISC: 5/22/2013 PHONE-SHOP & SEWER PLANT PHONE-SHOP & SEWER PLANT	176.69	1099: N 02 5-00-7106 20 5-00-7106	TELEPHONE/FAX TELEPHONE/FAX	97.77 78.92
I-201305300749	5/22/2013	AP	INTERNET@ SEWER PLANT DUE: 5/22/2013 DISC: 5/22/2013 INTERNET@ SEWER PLANT	50.96	1099: N 20 5-00-7108	INTERNET/CABLE	50.96
=== VENDOR TOTALS ===				254.90			

5/30/2013 10:22 AM
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A/P Direct Item Register

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01-0283	WESTAR ENERGY					
I-201305300747	5/22/2013 AP	902 LONGBRANCH LIFT STATION DUE: 5/22/2013 DISC: 5/22/2013 902 LONGBRANCH LIFT STATION	156.13	1099: N 20 5-00-7102	ELECTRIC UTILIT	156.13
I-201305300751	5/22/2013 AP	4550 N MAIZE ROAD LIFT STATIO DUE: 5/22/2013 DISC: 5/22/2013 4550 N MAIZE ROAD LIFT STATION	25.83	1099: N 20 5-00-7102	ELECTRIC UTILIT	25.83
I-201305300752	5/22/2013 AP	SOUTH DETENTION POND DUE: 5/22/2013 DISC: 5/22/2013 SOUTH DETENTION POND	88.26	1099: N 20 5-00-7102	ELECTRIC UTILIT	88.26
		=== VENDOR TOTALS ===	270.22			
		=== PACKET TOTALS ===	1,138.25			

Donna Classen
 6/9/2013

5/23/2013 3:59 PM
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A/P Direct Item Register

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01-0371			ANDREW J & DONNA L NILES				
I-201305210718	5/21/2013	AP	MAIZE HOUSING GRANT DUE: 5/21/2013 DISC: 5/21/2013 MAIZE HOUSING GRANT	1,265.51	1099: N 01 5-80-9015	HOUSING GRANT	1,265.51
			=== VENDOR TOTALS ===	1,265.51			
01-0033			ARBOR DAY FOUNDATION				
I-201305210715	5/16/2013	AP	ANNUAL MEMBERSHIP DUES DUE: 5/16/2013 DISC: 5/16/2013 ANNUAL MEMBERSHIP DUES	15.00	1099: N 01 5-01-6301	ORGANIZATION ME	15.00
			=== VENDOR TOTALS ===	15.00			
01-0034			ARC - SOUTH CENTRAL				
I-74-608842	5/16/2013	AP	TONER CARTRIDGES-PLOTTER DUE: 5/16/2013 DISC: 5/16/2013 TONER CARTRIDGES-PLOTTER	320.50	1099: N 01 5-10-8005	OFFICE SUPPLIES	320.50
			=== VENDOR TOTALS ===	320.50			
01-0373			B-R-C BEARING CO., INC.				
I-0443854	5/01/2013	AP	BEARINGS FOR MOWER DUE: 5/01/2013 DISC: 5/01/2013 BEARINGS FOR MOWER	99.54	1099: N 98 5-00-8106	LAWN CARE EQUIP	99.54
			=== VENDOR TOTALS ===	99.54			
01-0044			BEAR TIRE, INC.				
I-C51192	4/30/2013	AP	INSERTS FOR VALVE STEMS DUE: 4/30/2013 DISC: 4/30/2013 INSERTS FOR VALVE STEMS	7.90	1099: N 02 5-00-8303	TIRES	7.90
I-C51404	5/15/2013	AP	TIRES FOR 2006 FORD 1-TON DUE: 5/15/2013 DISC: 5/15/2013 TIRES FOR 2006 FORD 1-TON	497.28	1099: N 02 5-00-8303	TIRES	497.28
			=== VENDOR TOTALS ===	505.18			

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A/P Direct Item Register

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01-0055			CARQUEST OF WICHITA				
C-12480-104550	5/08/2013	AP	RETURN OF BELT FOR 2008 FORD DUE: 5/08/2013 DISC: 5/08/2013 RETURN OF BELT FOR 2008 FORD	3.90CR	1099: N 02 5-00-8104	AUTOMOTIVE	3.90CR
I-12480-104477	5/07/2013	AP	DISTRIBUTION FOR FORK LIFT DUE: 5/07/2013 DISC: 5/07/2013 DISTRIBUTION FOR FORK LIFT	486.00	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	486.00
I-12480-104540	5/08/2013	AP	BELT FOR 2008 FORD TRUCK DUE: 5/08/2013 DISC: 5/08/2013 BELT FOR 2008 FORD TRUCK	23.11	1099: N 02 5-00-8104	AUTOMOTIVE	23.11
=== VENDOR TOTALS ===				505.21			
01-0057			CASH				
I-201305210722	5/21/2013	AP	PETTY CASH REIMBURSEMENT DUE: 5/21/2013 DISC: 5/21/2013 PETTY CASH REIMBURSEMENT PETTY CASH REIMBURSEMENT	79.97	1099: N 20 5-00-7203 21 5-00-7203	POSTAGE POSTAGE	39.99 39.98
=== VENDOR TOTALS ===				79.97			
01-0061			CENTRAL KEY & SAFE CO., INC.				
I-385761	4/01/2013	AP	NEW LOCKS-FRONT DESK DUE: 4/01/2013 DISC: 4/01/2013 NEW LOCKS-FRONT DESK	140.50	1099: N 01 5-40-8404	FACILITY REPAIR	140.50
=== VENDOR TOTALS ===				140.50			
01-0066			CINTAS FIRST AID & SAFETY				
I-0417105732	5/16/2013	AP	FIRST AID KIT REFILL-SHOP DUE: 5/16/2013 DISC: 5/16/2013 FIRST AID KIT REFILL-SHOP	81.24	1099: N 02 5-00-8503	SAFETY EQUIPMEN	81.24
I-0417105734	5/16/2013	AP	FIRST AID KIT REFILLS-PD/ADMI DUE: 5/16/2013 DISC: 5/16/2013 FIRST AID KIT REFILLS-PD/ADMIN FIRST AID KIT REFILLS-PD/ADMIN	104.71	1099: N 01 5-10-8603 01 5-20-8603	COMMODITIES COMMODITIES	49.00 55.71
=== VENDOR TOTALS ===				185.95			

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A/P Direct Item Register

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01-0080			CS & S GRAPHICS				
I-224187	5/20/2013	AP	DEFENDANT FORMS- COURT DUE: 5/20/2013 DISC: 5/20/2013 DEFENDANT FORMS- COURT	57.25	1099: N 01 5-30-8004	PRE-PRINTED FOR	57.25
I-224188	5/20/2013	AP	MUNICIPAL COURT FORMS DUE: 5/20/2013 DISC: 5/20/2013 MUNICIPAL COURT FORMS	57.25	1099: N 01 5-30-8004	PRE-PRINTED FOR	57.25
=== VENDOR TOTALS ===				114.50			
01-0093			DIGITAL OFFICE SYSTEMS				
I-209742	5/07/2013	AP	MAINTENANCE CONTRACT DUE: 5/07/2013 DISC: 5/07/2013 MAINTENANCE CONTRACT	67.50	1099: N 01 5-10-7601	EQUIPMENT RENTAL	67.50
=== VENDOR TOTALS ===				67.50			
01-0098			FAHNESTECOK HEATING & AIR				
I-1085253	4/25/2013	AP	A/C REPAIR-CITY HALL DUE: 4/25/2013 DISC: 4/25/2013 A/C REPAIR-CITY HALL	644.00	1099: N 01 5-40-7701	BUILDING/GROUND	644.00
=== VENDOR TOTALS ===				644.00			
01-0372			FREDERICK T & GINA R WIEDEMANN				
I-201305210717	5/21/2013	AP	MAIZE HOUSING GRANT DUE: 5/21/2013 DISC: 5/21/2013 MAIZE HOUSING GRANT	1,316.30	1099: N 01 5-80-9015	HOUSING GRANT	1,316.30
=== VENDOR TOTALS ===				1,316.30			
01-0340			HANNA LAMUNYON				
I-201305210710	5/21/2013	AP	MILEAGE REIMBURSEMENT DUE: 5/21/2013 DISC: 5/21/2013 MILEAGE REIMBURSEMENT	29.95	1099: N 01 5-10-6305	MILEAGE/TRAVEL	29.95
=== VENDOR TOTALS ===				29.95			

Annual Inspection

5/23/2013 3:59 PM
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A/P Direct Item Register

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01-0115			HD SUPPLY WATERWORKS				
I-9300647	5/13/2013	AP	RINGS & LIDS FOR WATER METERS DUE: 5/13/2013 DISC: 5/13/2013 RINGS & LIDS FOR WATER METERS	1,246.00	1099: N 21 5-00-8110	EQUIPMENT PARTS	1,246.00
			=== VENDOR TOTALS ===	1,246.00			
01-0376			JEFFREY SUGARBAKER				
I-201305220735	5/22/2013	AP	MAIZE HOUSING GRANT DUE: 5/22/2013 DISC: 5/22/2013 MAIZE HOUSING GRANT	612.80	1099: N 01 5-80-9015	HOUSING GRANT	612.80
			=== VENDOR TOTALS ===	612.80			
01-0377			JEREMY & JESSICA WELCH				
I-201305220736	5/22/2013	AP	MAIZE HOUSING GRANT DUE: 5/22/2013 DISC: 5/22/2013 MAIZE HOUSING GRANT	973.19	1099: N 01 5-80-9015	HOUSING GRANT	973.19
			=== VENDOR TOTALS ===	973.19			
01-0131			JOHN D PALMER				
I-201305210725	5/10/2013	AP	CEMETERY MAINTENANCE DUE: 5/10/2013 DISC: 5/10/2013 CEMETERY MAINTENANCE	400.00	1099: N 98 5-00-7520	CEMETERY GROUND	400.00
I-201305210726	5/24/2013	AP	CEMETERY MAINTENANCE DUE: 5/24/2013 DISC: 5/24/2013 CEMETERY MAINTENANCE	400.00	1099: N 98 5-00-7520	CEMETERY GROUND	400.00
			=== VENDOR TOTALS ===	800.00			
01-0143			KANSAS DEPT OF REVENUE				
I-201305210728	5/01/2013	AP	SALES TAX - APRIL 2013 DUE: 5/01/2013 DISC: 5/01/2013 SALES TAX - APRIL 2013	236.06	1099: N 21 5-00-9200	WATER TAX EXPEN	236.06
			=== VENDOR TOTALS ===	236.06			

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	---ACCOUNT NAME--	DISTRIBUTION
=====							
01-0155	KANSAS STATE TREASURER						
I-201305220730	4/01/2013	AP	STATE COURT FEES - 01/13 DUE: 4/01/2013 DISC: 4/01/2013	907.00	1099: N		
			STATE COURT FEES - 01/13		12 5-00-7901	REINSTATEMENT C	81.00
			STATE COURT FEES - 01/13		12 5-00-7902	STATE COURT TRA	17.00
			STATE COURT FEES - 01/13		12 5-00-7905	STATE LAW ENF T	809.00
I-201305220731	4/01/2013	AP	STATE COURT FEES - 02/13 DUE: 4/01/2013 DISC: 4/01/2013	935.50	1099: N		
			STATE COURT FEES - 02/13		12 5-00-7901	REINSTATEMENT C	81.00
			STATE COURT FEES - 02/13		12 5-00-7902	STATE COURT TRA	12.50
			STATE COURT FEES - 02/13		12 5-00-7905	STATE LAW ENF T	520.00
			STATE COURT FEES - 02/13		12 5-00-7907	DUI SUPERVISORY	322.00
I-201305220732	4/01/2013	AP	STATE COURT FEES - 03/13 DUE: 4/01/2013 DISC: 4/01/2013	1,112.00	1099: N		
			STATE COURT FEES - 03/13		12 5-00-7901	REINSTATEMENT C	150.00
			STATE COURT FEES - 03/13		12 5-00-7902	STATE COURT TRA	18.00
			STATE COURT FEES - 03/13		12 5-00-7905	STATE LAW ENF T	694.00
			STATE COURT FEES - 03/13		12 5-00-7907	DUI SUPERVISORY	250.00
			=== VENDOR TOTALS ===	2,954.50			
=====							
01-0158	KANSASLAND TIRE						
I-072128	5/14/2013	AP	OIL CHANGE - CAR #309 DUE: 5/14/2013 DISC: 5/14/2013	26.45	1099: N		
			OIL CHANGE - CAR #309		01 5-20-8304	OIL CHANGES	26.45
			=== VENDOR TOTALS ===	26.45			
=====							
01-0379	KIMBERLY A & HAROLD V DODSON						
I-201305220738	5/22/2013	AP	MAIZE HOUSING GRANT DUE: 5/22/2013 DISC: 5/22/2013	975.63	1099: N		
			MAIZE HOUSING GRANT		01 5-80-9015	HOUSING GRANT	975.63
			=== VENDOR TOTALS ===	975.63			
=====							
01-0171	LAURA RAINWATER						
I-201305210711	5/21/2013	AP	MILEAGE REIMBURSEMENT DUE: 5/21/2013 DISC: 5/21/2013	44.07	1099: N		
			MILEAGE REIMBURSEMENT		01 5-10-6305	MILEAGE/TRAVEL	44.07
I-201305210712	5/21/2013	AP	MILEAGE REIMBURSEMENT DUE: 5/21/2013 DISC: 5/21/2013	32.77	1099: N		
			MILEAGE REIMBURSEMENT		01 5-10-6305	MILEAGE/TRAVEL	32.77
			=== VENDOR TOTALS ===	76.84			

*Reports
 Generated
 in MS CT
 Software -
 Jocelyn
 Verifies
 6/2*

5/23/2013 3:59 PM
 PACKET: 00138 2313 AP
 VENDOR SET: CITY OF MAIZE AP
 SEQUENCE : HABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0175			LEE REED ENGRAVING, INC.				
I-126596	5/16/2013	AP	RETIREMENT PLAQUE - WELTY DUE: 5/16/2013 DISC: 5/16/2013	58.20	1099: N		
			RETIREMENT PLAQUE - WELTY		02 5-00-8603	COMMODITIES	19.40
			RETIREMENT PLAQUE - WELTY		20 5-00-8603	COMMODITIES	19.40
			RETIREMENT PLAQUE - WELTY		21 5-00-8603	COMMODITIES	19.40
=== VENDOR TOTALS ===				58.20			
01-0177			LOGIN/IACP NET				
I-21061	5/15/2013	AP	ANNUAL MEMBERSHIP FEE DUE: 5/15/2013 DISC: 5/15/2013	250.00	1099: N		
			ANNUAL MEMBERSHIP FEE		01 5-20-6301	ORGANIZATION ME	250.00
=== VENDOR TOTALS ===				250.00			
01-0378			MAHMOUD MOGHADDAMI & NEDA AHMA				
I-201305220737	5/22/2013	AP	MAIZE HOUSING GRANT DUE: 5/22/2013 DISC: 5/22/2013	916.95	1099: N		
			MAIZE HOUSING GRANT		01 5-80-9015	HOUSING GRANT	916.95
=== VENDOR TOTALS ===				916.95			
01-0180			MAIZE HOTEL, LLC				
I-201305210721	5/15/2013	AP	TRANSIENT GUEST TAX REBATE DUE: 5/15/2013 DISC: 5/15/2013	12,726.50	1099: N		
			TRANSIENT GUEST TAX REBATE		01 5-80-9020	TRANSIENT GUEST	12,726.50
=== VENDOR TOTALS ===				12,726.50			
01-0374			MARK RICE				
I-201305210729	5/21/2013	AP	MAIZE HOUSING GRANT DUE: 5/21/2013 DISC: 5/21/2013	991.41	1099: N		
			MAIZE HOUSING GRANT		01 5-80-9015	HOUSING GRANT	991.41
=== VENDOR TOTALS ===				991.41			
01-0183			MAUGHAN & MAUGHAN				
I-201305210719	5/21/2013	AP	CITY PROSECUTOR - APRIL 2013 DUE: 5/21/2013 DISC: 5/21/2013	1,200.00	1099: N		
			CITY PROSECUTOR - APRIL 2013		01 5-30-6700	SALARIES	1,200.00
=== VENDOR TOTALS ===				1,200.00			

matt J COP
Annual mbrsh

State only
send total
by monthly breakdown

JFM

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 PACKET: 0013 2313 AP
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 SEQUENCE: HABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

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01-0185			MAYER SPECIALTY SERVICES				
I-2013209	5/09/2013	AP	LIFT STATIONS CLEANING DUE: 5/09/2013 DISC: 5/09/2013 LIFT STATIONS CLEANING	825.00	1099: N 20 5-00-7500	CONTRACTORS	825.00
			=== VENDOR TOTALS ===	825.00			
01-1			MISCELLANEOUS VENDOR				
I-201305210727	5/09/2013	AP	JAY AVERY:REFUND DUE: 5/09/2013 DISC: 5/09/2013 JAY AVERY:REFUND	126.50	1099: N 01 5-30-9910	REFUND OF OVERP	126.50
			=== VENDOR TOTALS ===	126.50			
01-0194			NAVRAT'S OFFICE PRODUCTS				
I-0032953-001	5/10/2013	AP	UCC FORMS DUE: 5/10/2013 DISC: 5/10/2013 UCC FORMS UCC FORMS	419.40	1099: N 01 5-20-8004 01 5-30-8004	PRE-PRINTED FOR PRE-PRINTED FOR	209.70 209.70
			=== VENDOR TOTALS ===	419.40			
01-0370			OVERHEAD DOOR COMPANY				
I-0294699	5/16/2013	AP	REPAIR GARAGE DOOR @ SHOP DUE: 5/16/2013 DISC: 5/16/2013 REPAIR GARAGE DOOR @ SHOP	87.87	1099: N 02 5-00-8404	FACILITY REPAIR	87.87
			=== VENDOR TOTALS ===	87.87			
01-0206			PEREGRINE CORPORATION				
I-867717	5/14/2013	AP	RECEIPT BOOKS DUE: 5/14/2013 DISC: 5/14/2013 RECEIPT BOOKS	197.97	1099: N 01 5-10-8005	OFFICE SUPPLIES	197.97
			=== VENDOR TOTALS ===	197.97			
01-0208			PEAFF SIGNS				
I-4781	5/13/2013	AP	STREET SIGNS DUE: 5/13/2013 DISC: 5/13/2013 STREET SIGNS	143.64	1099: N 02 5-00-8702	PERMANENT SIGNS	143.64
			=== VENDOR TOTALS ===	143.64			

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 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----JD-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0209			PITNEY BOWES, INC.				
I-603060	5/09/2013	AP	INK CARTRIDGE-POSTAGE MACHINE DUE: 5/09/2013 DISC: 5/09/2013 INK CARTRIDGE-POSTAGE MACHINE	274.40	1099: N 01 5-10-8005	OFFICE SUPPLIES	274.40
			=== VENDOR TOTALS ===	274.40			
01-0375			RALPH J NEISES				
I-201305210716	5/21/2013	AP	MAIZE HOUSING GRANT DUE: 5/21/2013 DISC: 5/21/2013 MAIZE HOUSING GRANT	1,014.60	1099: N 01 5-80-9015	HOUSING GRANT	1,014.60
			=== VENDOR TOTALS ===	1,014.60			
01-0224			ROBERT'S HUTCH-LINE				
I-253376	5/09/2013	AP	OFFICE SUPPLIES DUE: 5/09/2013 DISC: 5/09/2013 OFFICE SUPPLIES	139.70	1099: N 01 5-10-8005	OFFICE SUPPLIES	139.70
I-253993	5/15/2013	AP	OFFICE SUPPLIES DUE: 5/15/2013 DISC: 5/15/2013 OFFICE SUPPLIES	123.58	1099: N 01 5-10-8005	OFFICE SUPPLIES	123.58
I-253993.1	5/15/2013	AP	OFFICE SUPPLIES DUE: 5/15/2013 DISC: 5/15/2013 OFFICE SUPPLIES	78.80	1099: N 01 5-10-8005	OFFICE SUPPLIES	78.80
			=== VENDOR TOTALS ===	342.08			
01-0230			SAM'S CLUB				
I-201305210713	5/02/2013	AP	SUPPLIES FOR CLEAN-UP DAY DRAFT CK# 052713 5/23/2013 SUPPLIES FOR CLEAN-UP DAY	397.27	1099: N 01 5-80-7970	COMMUNITY SERVI	397.27
			=== VENDOR TOTALS ===	397.27			
01-0231			SARA JAVIER				
I-201305220733	5/21/2013	AP	TUITION REIMBURSEMENT-SPRING DUE: 5/21/2013 DISC: 5/21/2013 TUITION REIMBURSEMENT-SPRING	750.00	1099: N 01 5-80-5230	TUITION REIMBUR	750.00
			=== VENDOR TOTALS ===	750.00			

ID	ITM DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-0238			SEDGWICK COUNTY CODE ENFORCEME				
I-201305220734	5/07/2013	AP	MONTHLY PERMITS- APRIL 2013 DUE: 5/07/2013 DISC: 5/01/2013 MONTHLY PERMITS- APRIL 2013	2,650.34	1099: N 01 5-80-7971	BUILDING INSPEC	2,650.34
=== VENDOR TOTALS ===				2,650.34			
01-0343			SEDGWICK COUNTY ELECTION OFFIC				
I-201305210723	5/13/2013	AP	2013 CITY GENERAL ELECTION DUE: 5/13/2013 DISC: 5/13/2013 2013 CITY GENERAL ELECTION	293.90	1099: N 01 5-10-7502	PROFESSIONAL SE	293.90
=== VENDOR TOTALS ===				293.90			
01-0242			SHRED-IT WICHITA				
I-9401887651	4/29/2013	AP	SHREDDING SERVICES DUE: 4/29/2013 DISC: 4/29/2013 SHREDDING SERVICE - 04/30/12 SHREDDING SERVICE - 04/30/12	73.50	1099: N 01 5-10-7502 01 5-20-7502	PROFESSIONAL SE PROFESSIONAL SE	29.40 44.10
=== VENDOR TOTALS ===				73.50			
01-0351			SIMPLEX GRINNELL				
I-68908799	5/02/2013	AP	FIRE SPRINKLER SYSTEM SERVICE DUE: 5/02/2013 DISC: 5/02/2013 FIRE SPRINKLER SYSTEM SERVICE	853.04	1099: N 01 5-40-7701	BUILDING/GROUND	853.04
=== VENDOR TOTALS ===				853.04			
01-0246			STOVER'S RESTORATION				
I-43077	4/26/2013	AP	CARPET CLEANING-CITY HALL DUE: 4/26/2013 DISC: 4/26/2013 CARPET CLEANING-CITY HALL	630.00	1099: N 01 5-40-7701	BUILDING/GROUND	630.00
=== VENDOR TOTALS ===				630.00			
01-0252			THE CLARION				
I-241	5/16/2013	AP	NOTICE OF VARIANCE HEARING DUE: 5/16/2013 DISC: 5/16/2013 NOTICE OF VARIANCE HEARING	43.75	1099: N 01 5-10-7205	LEGAL PUBLICATI	43.75
=== VENDOR TOTALS ===				43.75			

COST OF Election

Required every 5 yrs City Hall

*24 June 2013
Cost 630*

5/23/2013 3:50 PM
 PACKET: 0013 2313 AP
 VENDOR SET: CITY OF MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0261			TRU GREEN				
I-5651743	5/07/2013	AP	WEED CONTROL-CITY POND DUE: 5/07/2013 DISC: 5/07/2013 WEED CONTROL-CITY POND	200.00	1099: N 01 5-40-8602	GROUNDS SUPPLIE	200.00
I-5714958	5/08/2013	AP	LAWN TREATMENT-CITY HALL/EMS DUE: 5/08/2013 DISC: 5/08/2013 LAWN TREATMENT-CITY HALL/EMS	207.90	1099: N 01 5-40-8602	GROUNDS SUPPLIE	207.90
=== VENDOR TOTALS ===				407.90			
01-0266			UNI FIRST				
I-2400394175	5/14/2013	AP	UNIFORMS AND MATS DUE: 5/14/2013 DISC: 5/14/2013 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	492.30	1099: N 01 5-40-7804 02 5-00-7804 20 5-00-7804 21 5-00-7804	UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C	123.08 123.08 123.08 123.06
I-2400395671	5/21/2013	AP	UNIFORMS AND MATS DUE: 5/21/2013 DISC: 5/21/2013 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	263.35	1099: N 01 5-40-7804 02 5-00-7804 20 5-00-7804 21 5-00-7804	UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C	65.84 65.84 65.84 65.83
=== VENDOR TOTALS ===				755.65			
01-0269			UNUM PROVIDENT				
I-201305210724	5/13/2013	AP	LIFE, STD & A D & D PREMIUMS DUE: 5/13/2013 DISC: 5/13/2013 LIFE, STD & A D & D PREMIUMS	610.08	1099: N 01 5-80-5211	HEALTH/DENTAL/L	610.08
=== VENDOR TOTALS ===				610.08			
01-0270			USA BLUE BOOK				
I-951840	5/03/2013	AP	CHLORIMETER & CHEMCIALS DUE: 5/03/2013 DISC: 5/03/2013 CHLORIMETER & CHEMCIALS CHLORIMETER & CHEMCIALS	477.73	1099: N 20 5-00-8603 21 5-00-8310	COMMODITIES OTHER SUPPLIES	26.37 451.36
I-952768	5/06/2013	AP	AUTODIALER FOR LIFT STATIONS DUE: 5/06/2013 DISC: 5/06/2013 AUTODIALER FOR LIFT STATIONS	613.18	1099: N 20 5-00-8109	ELECTRICAL EQUI	613.18

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A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	---ACCOUNT NAME---	DISTRIBUTION
01-0269	UNUM PROVIDENT					
I-201305210724	5/13/2013 AP	LIFE, STD & A D & D PREMIUMS DUE: 5/13/2013 DISC: 5/13/2013 LIFE, STD & A D & D PREMIUMS	593.64	1099: N 01 5-80-5211	HEALTH/DENTAL/L	593.64
=== VENDOR TOTALS ===			593.64			
01-0270	USA BLUE BOOK					
I-951840	5/03/2013 AP	CHLORIMETER & CHEMCIALS DUE: 5/03/2013 DISC: 5/03/2013 CHLORIMETER & CHEMCIALS CHLORIMETER & CHEMCIALS	477.73	1099: N 20 5-00-8603 21 5-00-8310	COMMODITIES OTHER SUPPLIES	26.37 451.36
I-952768	5/06/2013 AP	AUTODIALER FOR LIFT STATIONS DUE: 5/06/2013 DISC: 5/06/2013 AUTODIALER FOR LIFT STATIONS	613.18	1099: N 20 5-00-8109	ELECTRICAL EQUI	613.18
I-958567	5/13/2013 AP	WATER SYSTEM EQUIPMENT DUE: 5/13/2013 DISC: 5/13/2013 WATER SYSTEM EQUIPMENT	168.90	1099: N 21 5-00-8310	OTHER SUPPLIES	168.90
=== VENDOR TOTALS ===			1,259.81			
01-0278	WALMART COMMUNITY					
I-201305210714	5/16/2013 AP	OFFICE/JANITORIAL SUPPLIES DUE: 5/16/2013 DISC: 5/16/2013 OFFICE SUPPLIES OFFICE SUPPLIES	68.94	1099: N 02 5-00-8005 01 5-40-8601	OFFICE SUPPLIES CUSTODIAL SUPPL	44.94 24.00
=== VENDOR TOTALS ===			68.94			
01-0284	WICHITA AREA BUILDERS ASSOCIAT					
I-160885	5/01/2013 AP	AD FOR SPRING PARADE OF HOMES DUE: 5/01/2013 DISC: 5/01/2013 AD FOR SPRING PARADE OF HOMES	1,600.00	1099: N 01 5-90-7981	ECONOMIC DEVELO	1,600.00
=== VENDOR TOTALS ===			1,600.00			
01-0286	WICHITA EAGLE					
I-3241535	5/06/2013 AP	AD FOR CITYWIDE GARAGE SALE DUE: 5/06/2013 DISC: 5/06/2013 AD FOR CITYWIDE GARAGE SALE	76.00	1099: N 01 5-80-7970	COMMUNITY SERVIT	76.00
=== VENDOR TOTALS ===			76.00			

5/23/2013 4:00 PM
 PACKET: 001 2313 AP
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 SEQUENCE : ALPHABETIC
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A/P Direct Item Register

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-----ID-----	ITM DATE BANK CODE	DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0289		WICHITA WINWATER WORKS				
I-191401	5/09/2013 AP	PARTS TO PUMP OUT METER CANS DUE: 5/09/2013 DISC: 5/09/2013 PARTS TO PUMP OUT METER CANS	155.00	1099: N 21 5-00-8310	OTHER SUPPLIES	155.00
I-191593	5/09/2013 AP	PARTS TO PUMP OUT METER CANS DUE: 5/09/2013 DISC: 5/09/2013 PARTS TO PUMP OUT METER CANS	674.73	1099: N 21 5-00-8310	OTHER SUPPLIES	674.73
=== VENDOR TOTALS ===			829.73			
01-0291		WILLIAM MCKINLEY				
I-201305210709	5/21/2013 AP	MILEAGE REIMBURSEMENT DUE: 5/21/2013 DISC: 5/21/2013 MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT	159.90	1099: N 47 5-00-6305 05 5-00-6305 05 5-00-6305	MILEAGE/TRAVEL MILEAGE REIMBUR MILEAGE REIMBUR	53.30 53.30 53.30
=== VENDOR TOTALS ===			159.90			
01-0294		ZIPS EXPRESS CAR WASH				
I-201305210720	5/01/2013 AP	CAR WASHES - PD DUE: 5/01/2013 DISC: 5/01/2013 CAR WASHES - PD	60.00	1099: N 01 5-20-8104	AUTOMOTIVE	60.00
=== VENDOR TOTALS ===			60.00			
=== PACKET TOTALS ===			44,483.62			

Note:

Housing Grants
 Facility pay 100% in
 May

Home classes
 5/23/2013

5/22/2013 10:02 AM
 PACKET: 0012- 2113 UTILITIES
 VENDOR SET: CITY OF MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

PAGE: 1

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0076		COX COMMUNICATIONS				
I-201305200703	5/17/2013 AP	PHONE - 841 SURREY LS DUE: 5/17/2013 DISC: 5/17/2013 PHONE - 841 SURREY LS	24.86	1099: N 20 5-00-7106	TELEPHONE/FAX	24.86
I-201305200704	5/11/2013 AP	PHONE - 4550 N MAIZE LS DUE: 5/11/2013 DISC: 5/11/2013 PHONE - 4550 N MAIZE LS	27.25	1099: N 20 5-00-7106	TELEPHONE/FAX	27.25
I-201305200705	5/07/2013 AP	PHONE/CABLE-COMMAND CENTER DUE: 5/07/2013 DISC: 5/07/2013 PHONE/CABLE-COMMAND CENTER PHONE/CABLE-COMMAND CENTER	45.72	1099: N 01 5-20-7106 01 5-20-7108	TELEPHONE/FAX INTERNET/CABLE	33.29 12.43
I-201305200706	5/11/2013 AP	PHONE-4185 N TYLER LS DUE: 5/11/2013 DISC: 5/11/2013 PHONE-4185 N TYLER LS	24.86	1099: N 20 5-00-7106	TELEPHONE/FAX	24.86
=== VENDOR TOTALS ===			122.69			
01-0283		WESTAR ENERGY				
I-201305200707	5/07/2013 AP	EAGLES NEST LIFT STATION DUE: 5/07/2013 DISC: 5/07/2013 EAGLES NEST LIFT STATION	64.71	1099: N 20 5-00-7102	ELECTRIC UTILIT	64.71
=== VENDOR TOTALS ===			64.71			
=== PACKET TOTALS ===			187.40			

Ronva Chase
 5/23/2013

5/09/2013 9:19 AM
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A/P Direct Item Register

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01-0021		AAA PORTABLE SERVICES, LLC				
I-A-76787	4/26/2013 AP	PORTABLE RESTROOM RENTAL DUE: 4/26/2013 DISC: 4/26/2013 PORTABLE RESTROOM RENTAL	250.00	1099: N 01 5-80-7970	COMMUNITY SERVI	250.00
		=== VENDOR TOTALS ===	250.00			
01-0029		ANDREW, INC.				
I-413286	4/30/2013 AP	CUSTODIAL SUPPLIES - CITY HAL DUE: 4/30/2013 DISC: 4/30/2013 CUSTODIAL SUPPLIES - CITY HALL	12.57	1099: N 01 5-40-8601	CUSTODIAL SUPPL	12.57
		=== VENDOR TOTALS ===	12.57			
01-0038		AUSTIN DISTRIBUTING				
I-1381118	4/29/2013 AP	HYDRAULIC LINE- BACKHOE DUE: 4/29/2013 DISC: 4/29/2013 HYDRAULIC LINE- BACKHOE	55.42	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	55.42
		=== VENDOR TOTALS ===	55.42			
01-0366		BRIAN G & LISA R SCHAW				
I-201305080680	5/08/2013 AP	MAIZE HOUSING GRANT DUE: 5/08/2013 DISC: 5/08/2013 MAIZE HOUSING GRANT	831.21	1099: N 01 5-80-9015	HOUSING GRANT	831.21
		=== VENDOR TOTALS ===	831.21			
01-0367		BRYAN MEARS				
I-201305080685	5/08/2013 AP	MAIZE HOUSING GRANT DUE: 5/08/2013 DISC: 5/08/2013 MAIZE HOUSING GRANT	3,239.28	1099: N 01 5-80-9015	HOUSING GRANT	3,239.28
		=== VENDOR TOTALS ===	3,239.28			
01-0056		CASEY'S GENERAL STORES, INC.				
I-201305090696	4/30/2013 AP	UNLEADED FUEL DUE: 4/30/2013 DISC: 4/30/2013 UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL	2,526.00	1099: N 01 5-20-8306 02 5-00-8306 20 5-00-8603 21 5-00-8603 98 5-00-8306	UNLEADED FUEL UNLEADED FUEL COMMODITIES COMMODITIES UNLEADED FUEL	1,378.40 360.17 360.17 360.17 67.09
		=== VENDOR TOTALS ===	2,526.00			

Garage Sale

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A/P Direct Item Register

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0369			CLAUD R & NADENE NICHOLSON				
I-201305090697	5/08/2013	AP	LEASE PURCHASE AGREEMENT DUE: 5/08/2013 DISC: 5/08/2013 LEASE PURCHASE AGREEMENT	77.81	1099: N 20 5-00-8975	UTILITY EASEMEN	77.81
			=== VENDOR TOTALS ===	77.81			
01-0080			CS & S GRAPHICS				
I-224005	4/30/2013	AP	MAIZE LETTER OPENERS DUE: 4/30/2013 DISC: 4/30/2013 MAIZE LETTER OPENERS	320.50	1099: N 01 5-10-8603	COMMODITIES	320.50
			=== VENDOR TOTALS ===	320.50			
01-0091			DEPT OF HEALTH & ENVIRONMENT				
I-201305080694	4/25/2013	AP	WATER ANALYSIS - 1ST QTR 2013 DUE: 4/25/2013 DISC: 4/25/2013 WATER ANALYSIS - 1ST QTR 2013	103.00	1099: N 21 5-00-7111	LAB ANALYSIS	103.00
			=== VENDOR TOTALS ===	103.00			
01-0308			EDWARDS EXTERMINATING				
I-2121	4/24/2013	AP	PEST CONTROL SERVICES DUE: 4/24/2013 DISC: 4/24/2013 PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES	275.00	1099: N 01 5-40-7502 02 5-00-7502 21 5-00-7502	PROFESSIONAL SE PROFESSIONAL SE PROFESSIONAL SE	235.00 20.00 20.00
			=== VENDOR TOTALS ===	275.00			
01-0317			GERALD GIEBLER				
I-201305080690	4/30/2013	AP	MILEAGE REIMBURSEMENT DUE: 4/30/2013 DISC: 4/30/2013 MILEAGE REIMBURSEMENT	19.78	1099: N 01 5-10-6305	MILEAGE/TRAVEL	19.78
			=== VENDOR TOTALS ===	19.78			
01-0115			HD SUPPLY WATERWORKS				
I-7592696	5/01/2013	AP	PARTS TO INSTALL 2" METER DUE: 5/01/2013 DISC: 5/01/2013 PARTS TO INSTALL 2" METER	806.35	1099: N 21 5-00-8402	EQUIPMENT	806.35
			=== VENDOR TOTALS ===	806.35			

5/09/2013 9:19 AM
 PACKET: 0017 5091
 VENDOR SET: CITY MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0120		ICE MASTERS				
I-4066514	4/25/2013 AP	ICE MACHINE RENTAL DUE: 4/25/2013 DISC: 4/25/2013 ICE MACHINE RENTAL	80.00	1099: N 01 5-40-8603	COMMODITIES	80.00
		=== VENDOR TOTALS ===	80.00			
01-0130		JOCELYN REID				
I-201305080691	4/30/2013 AP	MILEAGE REIMBURSEMENT DUE: 4/30/2013 DISC: 4/30/2013 MILEAGE REIMBURSEMENT	15.26	1099: N 01 5-10-6305	MILEAGE/TRAVEL	15.26
		=== VENDOR TOTALS ===	15.26			
01-0141		KANSAS DEPT OF COMMERCE				
I-201305090699	5/08/2013 AP	CARLSON PRODUCT P & I PAYMENT DUE: 5/08/2013 DISC: 5/08/2013 CARLSON PRODUCT P & I PAYMENT	20,255.00	1099: N 40 5-00-9003	BOND & INTEREST	20,255.00
		=== VENDOR TOTALS ===	20,255.00			
01-0144		KANSAS DEPT OF TRANSPORTATION				
I-201305080677	5/08/2013 AP	PROJECT #87KA-0155-01 DUE: 5/08/2013 DISC: 5/08/2013 PROJECT #87KA-0155-01	600,000.00	1099: N 47 5-00-7500	CONTRACTORS	600,000.00
		=== VENDOR TOTALS ===	600,000.00			
01-0354		KANSAS FORKLIFT, INC.				
I-14010341	5/01/2013 AP	FORKLIFT REPAIR/SERVICE DUE: 5/01/2013 DISC: 5/01/2013 FORKLIFT REPAIR/SERVICE	741.56	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	741.56
		=== VENDOR TOTALS ===	741.56			
01-0151		KANSAS ONE-CALL SYSTEM, INC.				
I-3040355	4/30/2013 AP	APRIL LOCATES DUE: 4/30/2013 DISC: 4/30/2013 DECEMBER LOCATES DECEMBER LOCATES	264.60	1099: N 20 5-00-7502 21 5-00-7502	PROFESSIONAL SE PROFESSIONAL SE	132.30 132.30
		=== VENDOR TOTALS ===	264.60			

*X 1/2 Contract
 3 + 600K payments
 925,000 due
 3/1/2013
 Must pay
 even though
 project not
 complete.*

5/09/2013 9:19 AM
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 VENDOR SET: CITY OF MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0158	KANSASLAND TIRE					
I-071845	4/25/2013 AP	OIL CHANGE - CAR #410 DUE: 4/25/2013 DISC: 4/25/2013 OIL CHANGE - CAR #410	38.45	1099: N 01 5-20-8304	OIL CHANGES	38.45
=== VENDOR TOTALS ===			38.45			
01-0161	KEENAN KELLEY					
I-1237	5/06/2013 AP	SLUDGE REMOVAL DUE: 5/06/2013 DISC: 5/06/2013 SLUDGE REMOVAL	840.00	1099: N 20 5-00-7500	CONTRACTORS	840.00
=== VENDOR TOTALS ===			840.00			
01-0162	KIM EDGINGTON					
I-201305090698	5/08/2013 AP	CAFE PLAN REIMBURSEMENTS DUE: 5/08/2013 DISC: 5/08/2013 CAFE PLAN REIMBURSEMENTS CAFE PLAN REIMBURSEMENTS	640.00	1099: N 38 5-00-9300 38 5-00-9301	DEPENDENT CARE MEDICAL EXPENSE	500.00 140.00
=== VENDOR TOTALS ===			640.00			
01-0165	KWIK SHOP, INC.					
I-201305080687	4/15/2013 AP	UNLEADED FUEL DUE: 4/15/2013 DISC: 4/15/2013 UNLEADED FUEL	1,577.64	1099: N 01 5-20-8306	UNLEADED FUEL	1,577.64
=== VENDOR TOTALS ===			1,577.64			
01-0172	LAURA FEAREY					
I-201305080695	4/26/2013 AP	MILEAGE/EXPENSE REIMBURSEMENT DUE: 4/26/2013 DISC: 4/26/2013 MILEAGE/EXPENSE REIMBURSEMENT MILEAGE/EXPENSE REIMBURSEMENT	92.50	1099: N 01 5-10-6305 01 5-90-7982	MILEAGE/TRAVEL TREE BOARD EXPE	27.12 65.38
=== VENDOR TOTALS ===			92.50			
01-0368	MATT JENSBY					
I-201305080686	5/08/2013 AP	TUITION REIMBURSEMENT DUE: 5/08/2013 DISC: 5/08/2013 TUITION REIMBURSEMENT	6,375.00	1099: N 11 5-00-7806	MAIZE POLICE TR	6,375.00
=== VENDOR TOTALS ===			6,375.00			

** Will sign
 Receipt 1/2
 of Tuition*

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 VENDOR SET: CITY OF MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-1		MISCELLANEOUS VENDOR				
I-201305080681	5/08/2013 AP	TED FITZMIER:TREE REIMBURSE DUE: 5/08/2013 DISC: 5/08/2013 TED FITZMIER:TREE REIMBURSE	78.00	1099: N 01 5-90-7982	TREE BOARD EXPE	78.00
I-201305080682	5/06/2013 AP	GINA MORRIS:TREE REIMBURSEMEN DUE: 5/06/2013 DISC: 5/06/2013 GINA MORRIS:TREE REIMBURSEMENT	100.00	1099: N 01 5-90-7982	TREE BOARD EXPE	100.00
I-201305080692	4/29/2013 AP	CRAIG OHL:TREE REIMBURSEMENT DUE: 4/29/2013 DISC: 4/29/2013 CRAIG OHL:TREE REIMBURSEMENT	94.00	1099: N 01 5-90-7982	TREE BOARD EXPE	94.00
I-201305080693	4/29/2013 AP	PATRICK ATCHISON:TREE REIMBUR DUE: 4/29/2013 DISC: 4/29/2013 PATRICK ATCHISON:TREE REIMBURS	32.99	1099: N 01 5-90-7982	TREE BOARD EXPE	32.99
		=== VENDOR TOTALS ===	304.99			
01-0190		MUELLER SYSTEMS				
I-2613319	5/01/2013 AP	ANNUAL SOFTWARE MAINTENANCE DUE: 5/01/2013 DISC: 5/01/2013 ANNUAL SOFTWARE MAINTENANCE	500.00	1099: N 21 5-00-7502	PROFESSIONAL SE	500.00
		=== VENDOR TOTALS ===	500.00			
01-0191		MUNICIPAL SUPPLY, INC OF NEBRA				
I-0528639	4/30/2013 AP	PARTS FOR A 2" WATER METER DUE: 4/30/2013 DISC: 4/30/2013 2" WATER METER	42.65	1099: N 21 5-00-8402	EQUIPMENT	42.65
		=== VENDOR TOTALS ===	42.65			
01-0353		NATIONAL SIGN COMPANY, INC.				
I-167212	4/23/2013 AP	STREET/TRAFFIC SIGNS DUE: 4/23/2013 DISC: 4/23/2013 STREET/TRAFFIC SIGNS	368.90	1099: N 02 5-00-8702	PERMANENT SIGNS	368.90
		=== VENDOR TOTALS ===	368.90			

*WTR Radio
Read meters*

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 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0213	PRIDE AG RESOURCES					
I-201305080684	4/25/2013	SUPPLIES	985.66			
	AP	DUE: 4/25/2013 DISC: 4/25/2013		1099: N		
		SUPPLIES		01 5-40-8109	ELECTRICAL EQUI	195.99
		SUPPLIES		01 5-40-8110	EQUIPMENT PARTS	19.31
		SUPPLIES		01 5-40-8601	CUSTODIAL SUPPL	13.96
		SUPPLIES		01 5-40-8602	GROUNDS SUPPLIE	101.20
		SUPPLIES		01 5-40-8603	COMMODITIES	13.99
		SUPPLIES		01 5-90-7982	TREE BOARD EXPE	2.99
		SUPPLIES		02 5-00-8104	AUTOMOTIVE	3.49
		SUPPLIES		02 5-00-8105	TRUCKS/HEAVY EQ	5.98
		SUPPLIES		02 5-00-8106	LAWN CARE EQUIP	15.99
		SUPPLIES		02 5-00-8301	AUTO BATTERIES	95.95
		SUPPLIES		02 5-00-8309	WELDING SUPPLIE	230.67
		SUPPLIES		02 5-00-8310	OTHER SUPPLIES	123.05
		SUPPLIES		02 5-00-8402	EQUIPMENT	7.89
		SUPPLIES		02 5-00-8602	GROUNDS SUPPLIE	26.48
		SUPPLIES		20 5-00-8109	ELECTRICAL EQUI	72.95
		SUPPLIES		21 5-00-8310	OTHER SUPPLIES	45.78
		SUPPLIES		98 5-00-8310	OTHER SUPPLIES	9.99
		=== VENDOR TOTALS ===	985.66			
=====						
01-0219	REBECCA BOUSKA					
I-201305080679	5/07/2013	MEAL REIMBURSEMENT	30.94			
	AP	DUE: 5/07/2013 DISC: 5/07/2013		1099: N		
		MEAL REIMBURSEMENT		01 5-10-6304	MEAL/LODGING AL	30.94
		=== VENDOR TOTALS ===	30.94			
=====						
01-0224	ROBERT'S HUTCH-LINE					
I-251811	4/26/2013	OFFICE SUPPLIES - ADMIN	369.00			
	AP	DUE: 4/26/2013 DISC: 4/26/2013		1099: N		
		OFFICE SUPPLIES - ADMIN		01 5-10-8005	OFFICE SUPPLIES	369.00
		=== VENDOR TOTALS ===	369.00			
=====						
01-0233	SDK LABORATORIES					
I-201305080688	5/02/2013	LAB ANALYSIS - SEWER PLANT	354.00			
	AP	DUE: 5/02/2013 DISC: 5/02/2013		1099: N		
		LAB ANALYSIS - SEWER PLANT		20 5-00-7008	WASTEWATER LABO	354.00
		=== VENDOR TOTALS ===	354.00			

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A/P Direct Item Register

-----JD-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0239		SEDGWICK COUNTY DIVISION OF FI				
I-1800036346	5/06/2013 AP	JAIL HOUSING FEES - APRIL 201 DUE: 5/06/2013 DISC: 5/06/2013 JAIL HOUSING FEES - APRIL 2013	376.20	1099: N 01 5-30-9909	COUNTY JAIL HOU	376.20
		=== VENDOR TOTALS ===	376.20			
=====						
01-0365		STATE OF KANSAS DIVISION OF VE				
I-201305080689	4/09/2013 AP	AUTO TAGS - CARS 812 & 507 DUE: 4/09/2013 DISC: 4/09/2013 AUTO TAGS - CARS 812 & 507	90.00	1099: N 01 5-20-7602	AUTO TAGS	90.00
		=== VENDOR TOTALS ===	90.00			
=====						
01-0256		TkFAST				
I-15957	4/25/2013 AP	MONTHLY BACKUP SERVICES DUE: 4/25/2013 DISC: 4/25/2013 MONTHLY BACKUP SERVICES	450.00	1099: N 01 5-10-7504	COMPUTER TECH S	450.00
I-15972	4/30/2013 AP	COMPUTER TECH SERVICES DUE: 4/30/2013 DISC: 4/30/2013 COMPUTER TECH SERVICES	260.00	1099: N 01 5-10-7504	COMPUTER TECH S	260.00
I-15973	4/30/2013 AP	NEW COMPUTERS - SQUAD ROOM DUE: 4/30/2013 DISC: 4/30/2013 NEW COMPUTERS - SQUAD ROOM	4,545.00	1099: N 10 5-00-8801	COMPUTERS	4,545.00
		=== VENDOR TOTALS ===	5,255.00			
=====						
01-0331		TRACY'S AUTOMOTIVE				
I-23212	5/03/2013 AP	2008 FORD - POWER STEERING DUE: 5/03/2013 DISC: 5/03/2013 2008 FORD - POWER STEERING	343.79	1099: N 02 5-00-8104	AUTOMOTIVE	343.79
I-23214	5/02/2013 AP	OIL CHANGE - 2013 DODGE DUE: 5/02/2013 DISC: 5/02/2013 OIL CHANGE - 2013 DODGE	40.07	1099: N 02 5-00-8104	AUTOMOTIVE	40.07
		=== VENDOR TOTALS ===	383.86			

*old comp crashed
 (5 years) dot 3
 comp.*

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 VENDOR SET: CITY OF MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0262		TRUCK PARTS & EQUIPMENT, INC.				
I-1119716	4/09/2013 AP	SNOW PLOW REPAIR DUE: 4/09/2013 DISC: 4/09/2013 SNOW PLOW REPAIR	3,315.88	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	3,315.88
		=== VENDOR TOTALS ===	3,315.88			
01-0264		TYLER TECHNOLOGIES				
I-025-68121	5/01/2013 AP	MONTHLY ONLINE HOSTING DUE: 5/01/2013 DISC: 5/01/2013 MONTHLY ONLINE HOSTING MONTHLY ONLINE HOSTING MONTHLY ONLINE HOSTING	190.00	1099: N 01 5-30-7504 20 5-00-7504 21 5-00-7504	COMPUTER TECH S COMPUTER TECH S COMPUTER TECH S	116.67 36.67 36.66
		=== VENDOR TOTALS ===	190.00			
01-0265		U.S. POSTMASTER				
I-201305080678	5/08/2013 AP	PO BOX ANNUAL RENTAL DUE: 5/08/2013 DISC: 5/08/2013 PO BOX ANNUAL RENTAL	106.00	1099: N 01 5-10-7502	PROFESSIONAL SE	106.00
		=== VENDOR TOTALS ===	106.00			
01-0266		UNI FIRST				
I-2400391185	4/30/2013 AP	UNIFORMS/MATS DUE: 4/30/2013 DISC: 4/30/2013 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	264.90	1099: N 01 5-40-7804 02 5-00-7804 20 5-00-7804 21 5-00-7804	UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C	66.23 66.23 66.23 66.21
I-2400392687	5/07/2013 AP	UNIFORMS AND MATS DUE: 5/07/2013 DISC: 5/07/2013 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	263.35	1099: N 01 5-40-7804 02 5-00-7804 20 5-00-7804 21 5-00-7804	UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C	65.84 65.84 65.84 65.83
		=== VENDOR TOTALS ===	528.25			

OK

*online
court &
utility
payment*

5/09/2013 9:19 AM
 PACKET: 00 0509 AP
 VENDOR SET: CIT. OF MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0270			USA BLUE BOOK				
I-931629	4/11/2013	AP	LAB EQUIPMENT	150.24			
			DUE: 4/11/2013 DISC: 4/11/2013		1099: N		
			LAB EQUIPMENT		20 5-00-8402	EQUIPMENT	150.24
=== VENDOR TOTALS ===				150.24			
01-0279			WASTE CONNECTIONS OF WICHITA				
I-8732694	5/01/2013	AP	TRASH/RECYCLING SERVICES	276.54			
			DUE: 5/01/2013 DISC: 5/01/2013		1099: N		
			CITY HALL		01 5-40-7104	TRASH SERVICE	87.92
			COMMUNITY BUILDING		01 5-40-7104	TRASH SERVICE	49.50
			MAINTENANCE SHOP		02 5-00-7104	TRASH SERVICE	49.50
			SEWER PLANT		20 5-00-7104	TRASH SERVICE	42.00
			CEMETERY		98 5-00-7104	TRASH SERVICE	47.62
I-8737158	5/01/2013	AP	PORTABLE RESTROOMS	80.00			
			DUE: 5/01/2013 DISC: 5/01/2013		1099: N		
			PORTABLE RESTROOMS		01 5-90-7982	TREE BOARD EXPE	80.00
I-8738823	5/01/2013	AP	2013 MAIZE CLEAN UP DAY	4,455.95			
			DUE: 5/01/2013 DISC: 5/01/2013		1099: N		
			2013 MAIZE CLEAN UP DAY		01 5-80-7970	COMMUNITY SERVI	4,455.95
=== VENDOR TOTALS ===				4,812.49			
01-0289			WICHITA WINWATER WORKS				
I-191320	4/26/2013	AP	PARTS FOR WATER METERS	54.00			
			DUE: 4/26/2013 DISC: 4/26/2013		1099: N		
			PARTS FOR WATER METERS		21 5-00-8110	EQUIPMENT PARTS	54.00
I-191336	4/26/2013	AP	PARTS FOR WATER METERS	424.84			
			DUE: 4/26/2013 DISC: 4/26/2013		1099: N		
			PARTS FOR WATER METERS		21 5-00-8110	EQUIPMENT PARTS	424.84
I-191374	4/24/2013	AP	2" WATER METER	395.64			
			DUE: 4/24/2013 DISC: 4/24/2013		1099: N		
			2" WATER METER		21 5-00-8310	OTHER SUPPLIES	395.64
I-191395	4/23/2013	AP	WATER PUMPS	219.31			
			DUE: 4/23/2013 DISC: 4/23/2013		1099: N		
			WATER PUMPS		21 5-00-8402	EQUIPMENT	219.31
=== VENDOR TOTALS ===				1,093.79			

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5/09/2013 9:19 AM
 PACKET: 00120 0509 AP
 VENDOR SET: CIT F MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	BANK CODE	ITM DATE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0291			WILLIAM MCKINLEY				
I-201305080683	AP	5/07/2013	MILEAGE REIMBURSEMENT	114.70			
			DUE: 5/07/2013 DISC: 5/07/2013		1099: N		
			MILEAGE REIMBURSEMENT		01 5-10-6305	MILEAGE/TRAVEL	38.23
			MILEAGE REIMBURSEMENT		47 5-00-6305	MILEAGE/TRAVEL	38.23
			MILEAGE REIMBURSEMENT		05 5-00-6305	MILEAGE REIMBUR	38.24
			=== VENDOR TOTALS ===	114.70			
01-0313			WILLIAMS JANITORIAL SUPPLY				
I-0454280	AP	4/30/2013	CUSTODIAL SUPPLIES - CITY HAL	29.14			
			DUE: 4/30/2013 DISC: 4/30/2013		1099: N		
			CUSTODIAL SUPPLIES - CITY HALL		01 5-40-8601	CUSTODIAL SUPPL	29.14
			=== VENDOR TOTALS ===	29.14			
			=== PACKET TOTALS ===	658,838.62			

Ronna Clasen
 5/9/2013

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/I. ACCOUNT	---ACCOUNT NAME--	DISTRIBUTION
01-0046			BLACK HILLS ENERGY				
I-201305080669	5/03/2013	AP	EAGLES NEST LIFT STATION DUE: 5/03/2013 DISC: 5/03/2013 EAGLES NEST LIFT STATION	28.59	1099: N 20 5-00-7101	GAS UTILITY	28.59
=== VENDOR TOTALS ===				28.59			
01-0076			COX COMMUNICATIONS				
I-201305080668	5/03/2013	AP	TELEPHONE/INTERNET-CITY HALL DUE: 5/03/2013 DISC: 5/03/2013 TELEPHONE/INTERNET-CITY HALL TELEPHONE/INTERNET-CITY HALL TELEPHONE/INTERNET-CITY HALL TELEPHONE/INTERNET-CITY HALL TELEPHONE/INTERNET-CITY HALL TELEPHONE/INTERNET-CITY HALL	1,240.69	1099: N 01 5-10-7106 01 5-20-7106 01 5-30-7106 01 5-10-7108 01 5-20-7108 01 5-30-7108	TELEPHONE/FAX TELEPHONE/FAX TELEPHONE/FAX INTERNET/CABLE INTERNET/CABLE INTERNET/CABLE	402.67 268.45 74.57 165.00 165.00 165.00
I-201305080670	5/01/2013	AP	WI-FI AT COMMUNITY BUILDING DUE: 5/01/2013 DISC: 5/01/2013 WI-FI AT COMMUNITY BUILDING	79.95	1099: N 01 5-10-7108	INTERNET/CABLE	79.95
I-201305080671	5/01/2013	AP	PHONE-442 LONGBRANCH LS DUE: 5/01/2013 DISC: 5/01/2013 PHONE-442 LONGBRANCH LS	27.03	1099: N 20 5-00-7106	TELEPHONE/FAX	27.03
I-201305080672	4/29/2013	AP	CABLE/INTERNET - MAINT SHOP DUE: 4/29/2013 DISC: 4/29/2013 CABLE/INTERNET - MAINT SHOP	101.70	1099: N 02 5-00-7108	CABLE/INTERNET	101.70
=== VENDOR TOTALS ===				1,449.37			
01-0237			SEDGWICK COUNTY ELECTRIC COOP				
I-201305080664	5/02/2013	AP	NORTH WELL DUE: 5/02/2013 DISC: 5/02/2013 NORTH WELL	821.86	1099: N 21 5-00-7102	ELECTRIC UTILIT	821.86
I-201305080665	5/02/2013	AP	SOUTH WELL DUE: 5/02/2013 DISC: 5/02/2013 SOUTH WELL	628.66	1099: N 21 5-00-7102	ELECTRIC UTILIT	628.66
I-201305080666	5/02/2013	AP	EAGLES NEST STREET LIGHTS DUE: 5/02/2013 DISC: 5/02/2013 EAGLES NEST STREET LIGHTS	30.98	1099: N 02 5-00-7103	STREET LIGHTS	30.98
I-201305080667	5/02/2013	AP	STREET LIGHTS - 119TH ST W DUE: 5/02/2013 DISC: 5/02/2013 STREET LIGHTS - 119TH ST W	51.48	1099: N 02 5-00-7103	STREET LIGHTS	51.48
=== VENDOR TOTALS ===				1,532.98			

5/08/2013 9:43 AM
 PACKET: 00130 050 UTILITIES
 VENDOR SET: 01 CIT. OF MAIZE AP
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A/P Direct Item Register

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0274			VERIZON WIRELESS				
I-9703983184	4/26/2013	AP	CELL PHONE - PD DUE: 4/26/2013 DISC: 4/26/2013 CELL PHONE - PD	103.95	1099: N 01 5-20-7106	TELEPHONE/FAX	103.95
=== VENDOR TOTALS ===				103.95			
01-0283			WESTAR ENERGY				
I-201305080663	5/02/2013	AP	ELECTRIC SERVICE DUE: 5/02/2013 DISC: 5/02/2013 WATER TOWER 301 W CENTRAL SIGNAL COMMUNITY BUILDING 700 PLANTATION LIFT STATION 841 SURREY LIFT STATION MAINTENANCE SHOP SEWER PLANT 4185 N TYLER LIFT STATION 4602 N MAIZE SIGNAL 4602 N MAIZE SIGNAL CITY PARK CITY HALL	6,745.75	1099: N 21 5-00-7102 02 5-00-7103 01 5-80-7974 20 5-00-7102 20 5-00-7102 02 5-00-7102 20 5-00-7102 20 5-00-7102 02 5-00-7103 20 5-00-7102 01 5-80-7974 01 5-80-7974	ELECTRIC UTILIT STREET LIGHTS UTILITIES ELECTRIC UTILIT ELECTRIC UTILIT ELECTRIC UTILIT ELECTRIC UTILIT ELECTRIC UTILIT STREET LIGHTS ELECTRIC UTILIT UTILITIES UTILITIES	252.12 46.22 63.11 187.61 32.93 209.48 4,005.59 182.93 19.95 125.18 89.92 1,530.71
I-201305080673	5/02/2013	AP	CEMETERY DUE: 5/02/2013 DISC: 5/02/2013 FLAG POLE WELL	52.96	1099: N 98 5-00-7102 98 5-00-7102	ELECTRIC UTILIT ELECTRIC UTILIT	31.55 21.41
I-201305080674	5/03/2013	AP	STREET LIGHTS DUE: 5/03/2013 DISC: 5/03/2013 STREET LIGHTS	2,084.70	1099: N 02 5-00-7103	STREET LIGHTS	2,084.70
I-201305080675	5/02/2013	AP	SIGNAL-53RD & MAIZE ROAD DUE: 5/02/2013 DISC: 5/02/2013 SIGNAL-53RD & MAIZE ROAD	63.92	1099: N 02 5-00-7103	STREET LIGHTS	63.92
=== VENDOR TOTALS ===				8,947.33			
=== PACKET TOTALS ===				12,062.22			

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A/P Direct Item Register

PAGE: 1

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0265		U.S. POSTMASTER				
I-201305030661	5/03/2013 AP	POSTAGE - WATER/SEWER BILLS DUE: 5/03/2013 DISC: 5/03/2013 WATER/SEWER BILLS POSTAGE WATER/SEWER BILLS POSTAGE	476.30	1099: N 20 5-00-7203 21 5-00-7203	POSTAGE POSTAGE	238.15 238.15
		=== VENDOR TOTALS ===	476.30			
		=== PACKET TOTALS ===	476.30			

Alan E. Donnelly
 M.A.P.

-----JD-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0046			BLACK HILLS ENERGY				
I-201305010651	4/24/2013	AP	SEWER PLANT DUE: 4/24/2013 DISC: 4/24/2013 SEWER PLANT	485.08	1099: N 20 5-00-7101	GAS UTILITY	485.08
I-201305010652	4/24/2013	AP	MAINTENANCE SHOP DUE: 4/24/2013 DISC: 4/24/2013 MAINTENANCE SHOP	384.04	1099: N 02 5-00-7101	GAS UTILITY	384.04
I-201305010653	4/24/2013	AP	4550 N MAIZE ROAD LIFT STATIO DUE: 4/24/2013 DISC: 4/24/2013 4550 N MAIZE ROAD LIFT STATION	28.59	1099: N 20 5-00-7101	GAS UTILITY	28.59
I-201305010654	4/24/2013	AP	442 LONGBRANCH LIFT STATION DUE: 4/24/2013 DISC: 4/24/2013 442 LONGBRANCH LIFT STATION	26.64	1099: N 20 5-00-7101	GAS UTILITY	26.64
I-201305010655	4/24/2013	AP	COMMUNITY BUILDING DUE: 4/24/2013 DISC: 4/24/2013 COMMUNITY BUILDING	142.71	1099: N 01 5-80-7974	UTILITIES	142.71
I-201305010656	4/24/2013	AP	CITY HALL DUE: 4/24/2013 DISC: 4/24/2013 CITY HALL	778.10	1099: N 01 5-80-7974	UTILITIES	778.10
I-201305010657	4/24/2013	AP	700 PLANTATION LIFT STATION DUE: 4/24/2013 DISC: 4/24/2013 700 PLANTATION LIFT STATION	26.64	1099: N 20 5-00-7101	GAS UTILITY	26.64
=== VENDOR TOTALS ===				1,871.80			
01-0076			COX COMMUNICATIONS				
I-201305010648	4/21/2013	AP	PHONE/FAX - SHOP & SEWER PLAN DUE: 4/21/2013 DISC: 4/21/2013 PHONE/FAX - SHOP & SEWER PLANT PHONE/FAX - SHOP & SEWER PLANT	179.04	1099: N 02 5-00-7106 20 5-00-7106	TELEPHONE/FAX TELEPHONE/FAX	96.93 82.11
I-201305010649	4/21/2013	AP	INTERNET - SEWER PLANT DUE: 4/21/2013 DISC: 4/21/2013 INTERNET - SEWER PLANT	50.96	1099: N 20 5-00-7108	INTERNET/CABLE	50.96
I-201305010660	4/24/2013	AP	PHONE @ 670 PLANTATION LS DUE: 4/24/2013 DISC: 4/24/2013 PHONE @ 670 PLANTATION LS	27.25	1099: N 20 5-00-7106	TELEPHONE/FAX	27.25
=== VENDOR TOTALS ===				257.25			

PACKET: 00126 0501 UTILITIES
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 01-0283 WESTAR ENERGY

ITEM DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
I-201305010650	AP	SOUTH DETENTION POND PUMP	47.72	1099: N	ELECTRIC UTILIT	47.72
		DOE: 4/23/2013 DISC: 4/23/2013		20 5-00-7102		
		SOUTH DETENTION POND PUMP				
I-201305010658	AP	4550 N MAIZE LIFT STATION	26.17	1099: N	ELECTRIC UTILIT	26.17
		DOE: 4/23/2013 DISC: 4/23/2013		20 5-00-7102		
		4550 N MAIZE LIFT STATION				
I-201305010659	AP	902 LONGBRANCH LIFT STATION	164.71	1099: N	ELECTRIC UTILIT	164.71
		DOE: 4/23/2013 DISC: 4/23/2013		20 5-00-7102		
		902 LONGBRANCH LIFT STATION				
==== VENDOR TOTALS ====			238.60			
==== PACKET TOTALS ====			2,367.65			

Donnae Klassen
 5/9/2013

CITY OF MAIZE

Cash and Budget Position

Thru May 31, 2012

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	\$ 687,431.13	\$ 92,391.39	\$ 186,537.54	\$ 593,284.98	\$ 2,717,755.00	\$ 1,174,818.34	\$ 1,059,281.28	\$ 1,658,473.72	61.02%
02	Street Fund	77,214.58	12,500.00	21,765.75	67,948.83	251,050.00	113,684.96	121,839.43	129,210.57	51.47%
04	Capital Improvements Fund	289,604.31	16,798.32	-	306,402.63	389,000.00	83,935.35	27,565.68	361,434.32	92.91%
05	Long-Term Projects	1,242,838.65	-	940.44	1,241,898.21	-	1,905,000.00	143,603.43		
10	Equipment Reserve	103,832.65	8,886.49	4,545.00	108,174.14	100,000.00	44,424.31	5,499.46	94,500.54	94.50%
11	Police Training Fund	10,520.65	396.00	6,401.81	4,514.84	10,000.00	2,040.00	8,074.31	1,925.69	19.26%
12	Municipal Court Fund	14,147.19	1,047.00	2,954.50	12,239.69	-	14,351.50	11,542.90		
16	Bond & Interest Fund	684,550.90	409,878.80	-	1,094,429.70	1,968,272.00	1,106,199.96	360,156.87	1,608,115.13	81.70%
19	Wastewater Reserve Fund	147,669.40	1,000.00	-	148,669.40	-	5,000.00	-		
20	Wastewater Treatment Fund	305,859.86	61,538.71	49,312.67	318,085.90	657,340.00	330,828.36	279,426.55	377,913.45	57.49%
21	Water Fund	281,121.10	65,503.57	58,080.17	288,544.50	737,800.00	326,742.26	294,975.27	442,824.73	60.02%
22	Water Reserve Fund	92,463.81	1,000.00	-	93,463.81	-	5,000.00	-		
23	Water Bond Debt Reserve Fund	252,000.00	2,000.00	-	254,000.00	-	10,000.00	-		
24	Wastewater Bond Debt Reserve Fund	131,800.09	2,000.00	-	133,800.09	-	10,000.00	-		
32	Drug Tax Distribution Fund	6,906.15	-	-	6,906.15	-	-	-		
38	Cafeteria Plan	(3.92)	1,100.24	880.00	216.32	-	6,051.32	7,557.58		
40	Carlson Assessments Fund	58,447.95	3,374.20	20,255.00	41,567.15	-	16,871.00	20,255.00		
47	53rd & Maize Road Expansion	726,157.73	-	601,284.93	124,872.80	-	54,505.00	641,993.11		
56	IMAX Project Pre-Development	12,563.66	-	12,563.66	-	-	-	12,563.66		
57	Emerald Springs	260,101.74	-	260,101.74	-	-	56,820.37	325,016.05		
61	Carriage Crossing VI	114,554.37	-	-	114,554.37	-	-	1,345.84		
65	Eagles Nest	47,897.05	-	47,897.05	-	-	49,902.85	95,581.41		
67	Watercress Addition Phase 2	18,441.92	-	18,441.92	-	-	12,475.71	23,873.44		
68	Fiddlers Cove Phase 2	10,129.22	-	10,129.22	-	-	17,466.00	17,733.35		
70	Watercress Village Addition	265.59	-	265.59	-	-	31,934.05	65,121.50		
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)	-	-	-		
73	Hampton Lakes Commercial	389.62	-	-	389.62	-	-	2,207.70		
74	Hampton Lakes 2nd Addition	44,910.75	-	-	44,910.75	-	-	2,943.60		
77	Series 2012 WW Bonds Refunding	8,064.00	-	8,064.00	-	-	-	8,064.00		
98	Maize Cemetery	154,463.87	-	1,646.03	152,817.84	139,107.00	10,825.77	7,427.87	131,679.13	94.66%
Report Totals		\$ 5,784,002.02	\$ 679,414.72	\$ 1,312,067.02	\$ 5,151,349.72	\$ 6,970,324.00	\$ 5,388,877.11	\$ 3,543,649.29	\$ 4,806,077.28	68.95%

CITY OF MAIZE

Bank Reconciliation Report For May 2013

Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 687,431.13	\$ 92,391.39	\$ 186,537.54	\$ 593,284.98
02	Street Fund	77,214.58	12,500.00	21,765.75	67,948.83
04	Capital Improvements Fund	289,604.31	16,798.32	-	306,402.63
05	Long-Term Projects	1,242,838.65	-	940.44	1,241,898.21
10	Equipment Reserve Fund	103,832.65	8,886.49	4,545.00	108,174.14
11	Police Training Fund	10,520.65	396.00	6,401.81	4,514.84
12	Municipal Court Fund	14,147.19	1,047.00	2,954.50	12,239.69
16	Bond & Interest Fund	684,550.90	409,878.80	-	1,094,429.70
19	Wastewater Reserve Fund	147,669.40	1,000.00	-	148,669.40
20	Wastewater Treatment Fund	305,859.86	61,538.71	49,312.67	318,085.90
21	Water Fund	281,121.10	65,503.57	58,080.17	288,544.50
22	Water Reserve Fund	92,463.81	1,000.00	-	93,463.81
23	Water Bond Debt Reserve Fund	252,000.00	2,000.00	-	254,000.00
24	Wastewater Bond Debt Reserve Fund	131,800.09	2,000.00	-	133,800.09
32	Drug Tax Distribution Fund	6,906.15	-	-	6,906.15
38	Cafeteria Plan	(3.92)	1,100.24	880.00	216.32
40	Carlson Assessments Fund	58,447.95	3,374.20	20,255.00	41,567.15
47	53rd & Maize Road Expansion	726,157.73	-	601,284.93	124,872.80
56	IMAX Project Pre-Development	12,563.66	-	12,563.66	-
57	Emerald Springs	260,101.74	-	260,101.74	-
61	Carriage Crossing VI	114,554.37	-	-	114,554.37
65	Eagles Nest	47,897.05	-	47,897.05	-
67	Watercress Addition Phase 2	18,441.92	-	18,441.92	-
68	Fiddlers Cove Phase 2	10,129.22	-	10,129.22	-
70	Watercress Village Addition	265.59	-	265.59	-
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)
73	Hampton Lakes Commercial	389.62	-	-	389.62
74	Hampton Lakes 2nd Addition	44,910.75	-	-	44,910.75
77	Series 2012 WW Bond Refunding	8,064.00	-	8,064.00	-
98	Maize Cemetery	154,463.87	-	1,646.03	152,817.84
Totals All Fund		\$ 5,784,002.02	\$ 679,414.72	\$ 1,312,067.02	\$ 5,151,349.72

Bank Accounts and Adjustments

Emprise Bank Checking Account	\$ 319,906.66	\$ 1,029,887.27	\$ 996,559.05	\$ 353,234.88
Outstanding Checks				\$ (48,278.32)
Emprise Bank Money Market Account	5,493,263.87	457.75	800,000.00	4,693,721.62
Maize Cemetery CD 85071	90,475.91	-	-	90,475.91
Maize Cemetery Operations	62,195.63			62,195.63
Totals All Banks	\$ 5,965,842.07	\$ 1,030,345.02	\$ 1,796,559.05	\$ 5,151,349.72

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, June 17, 2013**

AGENDA ITEM #7A

ITEM: WAMPO Agreements

BACKGROUND:

SUMMARY OF RE-DESIGNATION AND FISCAL AGREEMENT DEVELOPMENT

The Wichita Area Metropolitan Planning Organization (WAMPO) is the designated Metropolitan Planning Organization (MPO) for the greater Wichita metropolitan area. MPOs are required in urban areas with populations over 50,000 to provide a fair and impartial setting for regional transportation decision-making and to administer federal transportation funds provided, or allocated to the region. The City of Maize is a member jurisdiction of WAMPO.

Since its re-designation in 2007, WAMPO has not had a dedicated local source of funding to provide match for federal transportation funds that are used for MPO operations. WAMPO in recent years has used various in-kind contributions from the Metropolitan Area Planning Department, local planning studies and Kansas Department of Transportation toll credits to meet the local match requirements. The Kansas Department of Transportation (KDOT) and Federal Highway Administration (FHWA) have asked WAMPO to find a more permanent, more consistent funding source for our local match. In December of 2010, city managers from all member jurisdictions (Managers Group) were invited to a meeting to discuss possible sources of local revenue to meet the local requirements for matching federal transportation funds. Discussion evolved to expand the WAMPO Transportation Policy Body (TPB), the governing body of WAMPO, to include more jurisdictions. It was the consensus of the Managers Group that if a City was to financially support WAMPO, they should have representation on the TPB.

Over the course of 28 months, a Re-designation Agreement was developed to provide more local membership on the TPB. Voting rights for that membership is contingent on that jurisdiction's financial participation in WAMPO. Signing the Re-designation Agreement has no binding legal considerations. It is the document recognized by the State of Kansas designating WAMPO as the MPO for the region. It requires only the central city (Wichita), jurisdictions representing 75% of the region's population, and the Kansas DOT to execute the document. All jurisdictions are asked to sign as they are all member jurisdictions of WAMPO. In reality, the City of Wichita represents almost 75% of the population and only one additional member jurisdiction is required to approved the Re-designation Agreement

Two funding sources were developed by the Managers Group to meet the funding required for the local match of federal transportation funds used for WAMPO operations. An annual jurisdictional assessment (Jurisdictional Assessment) and a one percent fee on all federal transportation funds programmed in the WAMPO Transportation Improvement Program (TIP

Fee). Both funding sources require a separate fiscal agreement (Fiscal Agreement). The City will have to become party to the WAMPO Fiscal Agreement to be able to access federal transportation funds and to have a voting membership on the WAMPO Transportation Policy Body.

The Jurisdictional Assessment is a three-tiered system with the City of Wichita (Tier 1), Sedgwick County (Tier 2), and the remaining member jurisdictions (Tier 3) comprising the three tiers. Both the City of Wichita and Sedgwick County have agreed to provide a total of 80 percent of the Jurisdictional Assessments (40% City of Wichita, 40% Sedgwick County). The remaining twenty percent will be paid by the Tier 3 jurisdictions. The amount of the assessment for Tier 3 jurisdictions is based on their population and the number of jurisdictions that subscribe to the Fiscal Agreement. The amount of the assessment may vary year to year based on the operational needs of WAMPO. WAMPO will provide annually a 5-year estimate of assessments to each jurisdiction for planning purposes. Given this is the first year of the assessment, and the amount required from each jurisdiction is contingent on the number of jurisdictions that sign the Fiscal Agreement, an exact amount for calendar year 2014 cannot be provided at this time.

When applying for federal-aid transportation projects that are programmed in the WAMPO Transportation Improvement Program (TIP), a 1% TIP Fee will be assessed on the federal portion of the funding being requested. This fee will be on all competitive (federal transportation funds attributable to WAMPO) and non-competitive funds (federal transportation funds provided through KDOT and other grants). Projects sponsored by KDOT and projects programming funds from the Federal Transit Administration are not subject to the TIP Fee.

A jurisdiction that does not participate, or drops from participation and reestablishes participation in the Fiscal Agreement will be subject to paying any Jurisdictional Assessments that would have been made during these times. Voting authority on the TPB, as well as the ability to program local projects with federal transportation funds will be suspended until such time that all back assessments, TIP fees, and any assessed penalties are paid in full.

The Fiscal Agreement is a binding legal contract between WAMPO and its member jurisdictions. A jurisdiction may provide notice, as stated in the agreement, to terminate their participation in the agreement.

Staff is presenting the final Re-designation Agreement and Fiscal Agreement to all member jurisdictions for their consideration and execution. Once the Re-designation Agreement is approved, a new Transportation Policy Body will be seated with representatives from each of the member jurisdictions represented. An elected official or their designee is requested to represent each jurisdiction and is to be appointed by their respective jurisdiction. The Fiscal Agreement becomes active once the Re-designation Agreement is approved. Any member jurisdiction who has not signed the Fiscal Agreement will not have a voting membership on the TPB and will not be able to access federal transportation funds administered by WAMPO. This condition will continue until such time that the jurisdiction signs the Fiscal Agreement and makes current any previous Jurisdictional Assessments that are in arrears. It is anticipated that the new TPB will be seated in July/August of 2013.

Bill Christian, the Principal Planner for WAMPO will be in attendance to answer any questions.

FINANCIAL CONSIDERATIONS:

Cost information is in the Fiscal Agreement on page 8.

LEGAL CONSIDERATIONS:

The City Attorney approves the agreements as to form.

RECOMMENDATION:

Approve the WAMPO Re-designation and Fiscal Agreements and authorize the Mayor to sign.

**WAMPO REDESIGNATION AGREEMENT
FOR COOPERATIVE TRANSPORTATION PLANNING
2013**

This Agreement is entered into by and among the Secretary of Transportation of the state of Kansas and the undersigned parties, to be effective as of the ___ day of _____, 2013.

WHEREAS, in 1978 the Governor of Kansas designated the Metropolitan Area Planning Commission (“MAPC”) as the Metropolitan Planning Organization (“MPO”) for the greater Wichita urbanized area; and

WHEREAS, in 2007 through the Wichita Area Metropolitan Planning Organization Redesignation Agreement for Cooperative Transportation Planning, the Wichita Area Metropolitan Planning Organization (“WAMPO”) Transportation Policy Body (“TPB”) was established as a separate legal entity and was designated as the new MPO for the greater Wichita metropolitan area; and

WHEREAS, expansion of the Metropolitan Planning Area Boundary (“MPAB”) in response to the 2010 U.S. Census of the Population has been approved by the TPB, and the Kansas Department of Transportation (“KDOT”); and

WHEREAS, Kansas law, Interlocal Cooperation Act, K.S.A. 12-2901, *et seq.*, enables local governmental units and state agencies to enter into cooperative agreements on a basis of mutual advantage; and

WHEREAS, Kansas law, K.S.A. 68-402, enables the Secretary of Transportation to perform all acts required of a state agency to obtain all benefits of federal transportation legislation; and

WHEREAS, the purpose of this Agreement is for continuous, comprehensive, and cooperative metropolitan transportation planning process for the MPAB in accordance with 23 U.S.C. § 134.

NOW THEREFORE BE IT MUTUALLY AGREED:

Article 1. ORGANIZATION

1.1 Name of the Organization

The name of the organization continued through this Agreement shall be the Wichita Area Metropolitan Planning Organization (“WAMPO”). WAMPO shall be synonymous with the Metropolitan Planning Organization (“MPO”) for the greater Wichita metropolitan area, as designated by the Governor of the State of Kansas.

1.2 Purpose

WAMPO is to serve as the designated MPO and to manage the continuing, comprehensive, and cooperative transportation planning process mandated by federal law as identified in 23 C.F.R. 450 and State regulations as identified in the annual Consolidated Planning Grant (“CPG”) Agreement between WAMPO and KDOT.

The purpose shall be achieved through preparation and adoption of comprehensive and technical physical development and service plans; studies and reports; dissemination of information; provision of technical, advisory, and administrative services; review of proposed planning and development or service programs and projects; and provision of a forum for fair and impartial decision-making for transportation issues.

1.3 Redesignation

Pursuant to 23 C.F.R. 450.310, the Secretary of Transportation, (the Governor’s designee for Title 23 matters), and units of general purpose local government that together represent at least 75 percent of the existing MPAB population (including the City of Wichita which is the largest incorporated city), hereby designate, WAMPO, as established by this Agreement, as the MPO for the greater Wichita metropolitan area.

1.4 Legal Entity

WAMPO is hereby established as a separate legal entity by the member jurisdictions, with the power to sue or be sued, to enter into contracts, to hold title to real and personal property, to have and use a corporate seal, and to do all other acts necessary to carry out required transportation planning processes, subject to its approved budget and available funding.

1.5 Governance

WAMPO shall be governed by the Transportation Policy Body (“TPB”).

1.6 Adjustments to the Metropolitan Planning Area Boundary

Upon an affirmative vote of two-thirds (2/3) of the WAMPO TPB members in “Good Standing,” and approval by the Governor of Kansas or designee, the MPAB may be adjusted to reflect urbanized growth over the course of time.

1.7 Bylaws

Procedures and responsibilities of the TPB shall be established and maintained through the *Wichita Area Metropolitan Planning Organization Transportation Policy Body Bylaws* (“Bylaws”).

The Bylaws shall at a minimum include TPB voting representatives, TPB appointments, TPB terms of office, voting procedures, roles and responsibilities of TPB officers, meeting time and day, and accommodations for special TPB meetings. In the case of any conflict between this Agreement and the Bylaws, this Agreement shall control.

1.8 Real and Personal Property

With this re-designation and any future re-designation, any property owned by the former MPO shall be transferred to the new MPO. Upon revocation of the MPO, any property owned by the MPO will be disposed of in accordance with federal law when applicable and as agreed to by the Parties in accordance with Article 5, Section 5.4 of this Agreement.

1.9 Continuation

WAMPO shall serve as the designated MPO under this Agreement until such time as a new MPO is formally redesignated in accordance with the method described in 23 C.F.R. 450.310 or as otherwise provided by law.

Article 2 MEMBERSHIP - SERVICES

2.1 Member Jurisdictions

Member Jurisdictions (“Jurisdictions”) are those municipalities; counties, or parts thereof; and special purpose governmental agencies that are located within the MPAB. Every Jurisdiction may attend all meetings of the TPB, advisory committees, project advisory groups, or other bodies called to service by the TPB. All Jurisdictions may request technical and advisory services from WAMPO.

2.2 Jurisdictions in Good Standing

TPB voting privileges shall be restricted to Jurisdictions in “Good Standing” with WAMPO. Jurisdictions in “Good Standing” are those that currently meet their obligation to provide financial support for WAMPO, pursuant to the Fiscal Agreement among WAMPO and its member Jurisdictions (“Fiscal Agreement”).

Article 3 MEMBERSHIP- VOTING

3.1 Voting Representatives

The TPB shall consist of voting representatives from Jurisdictions in “Good Standing” and other voting and non-voting representatives, as designated by this Agreement, the Fiscal Agreement, or the TPB Bylaws.

Voting members of the WAMPO TPB are:

- Four (4) City of Wichita elected officials or their designated alternate(s), as appointed by Wichita City Council;
- Four (4) Sedgwick County elected officials, or their designated alternate(s) as appointed by the Sedgwick County Board of County Commissioners;
- Two (2) KDOT representatives appointed by the Kansas Secretary of Transportation;

- One (1) Sedgwick County Association of Cities (“SCAC”) elected official or designated alternate representing Jurisdictions in “Good Standing” under 2,000 population; and
- One (1) elected official or designated alternate each for all other Jurisdictions in “Good Standing” over 2,000 population.

3.2 Non-Voting Representatives

The ex-officio and/or non-voting members of the TPB shall include at minimum:

- One (1) representative from the Federal Highway Administration (“FHWA”) Kansas Division Office selected by the Division Administrator;
- One (1) representative from the Federal Transit Administration (“FTA”) Region 7 Office selected by the Regional Administrator; and
- One (1) representative from any Jurisdiction determined by the TPB to be not in “Good Standing” pursuant to the Fiscal Agreement.

3.3 Membership Changes

The TPB may include elected officials or their designee(s), and may include other representatives as required. As per 23 C.F.R. 450.310(l), any revisions to the composition of the TPB, which do not make a substantial change in the proportion of voting members on the existing MPO, may be incorporated into the Bylaws.

3.4 Alternate Representatives

Each Jurisdiction in “Good Standing” may designate an official alternate or alternates to represent the Jurisdiction on the TPB. Procedures for appointing an alternate representative are identified in the WAMPO TPB Bylaws.

Article 4 AUTHORITY

4.1 General Authority

The TPB shall:

- 1) Establish work programs and budgets for its operation in compliance with federal law;
- 2) Establish fees and assessments, in accordance with the Fiscal Agreement, to be paid by Jurisdictions to fund its operations;
- 3) Establish policies, goals, and objectives to guide the operations of the TPB and WAMPO staff;
- 4) Establish and adopt operating bylaws for the TPB and its committees;
- 5) Appoint advisory committees and boards to assist the TPB and its committees;
- 6) Hire, supervise, and dismiss the position of MPO Director; and
- 7) Designate both voting and non-voting members to the Technical Advisory Committee, and other subcommittees of WAMPO as set forth through this Agreement, the Fiscal Agreement, and the TPB Bylaws.

4.2 Funds

With regard to use of Funds, the TPB shall:

- 1) Designate an official depository for the receipt, deposit, and disbursement of its own funds and state, federal, and other money entrusted to WAMPO; to solicit and receive funds from governmental and nongovernmental agencies and organizations; to contract with a

designated Fiscal Agent to provide for a fiscal accounting and record system and to provide for an annual audit thereof, and to invest idle funds; and

- 2) Use these funds to provide for its operation and the continuation of its services, for operating and capital expenses incurred by WAMPO, and for meeting local match requirements.

4.3 Fiscal Agent

The TPB may designate a Fiscal Agent and through a separate agreement with the Fiscal Agent identify the financial, operational, and administrative responsibilities of both WAMPO and the Fiscal Agent.

4.4 Personnel, Property, and Equipment

The TPB may recruit, hire, and maintain staff and personnel to assist the committees of TPB; provide for legal counsel to advise and assist TPB and its committees; lease or acquire office and other space necessary for the normal functions of WAMPO; acquire and hold title to and to lease equipment and other property, and provide for appropriate insurance, compensation and bonding coverage for protection of personnel, property, funds, and records of WAMPO or of other governmental or non-governmental agencies or organizations entrusted to WAMPO.

4.5 Contract Authority

The TPB may contract with member and non-member general and special purpose units of government, boards, agencies, commissions, and authorities for the provision of planning and administrative services; contract with state, federal, and private agencies or organizations for technical or financial participation in planning and administrative programs and projects; and contract with consulting firms and professional organizations for technical and professional services.

4.6 Other Authority

TPB shall exercise other powers consistent with the purposes of WAMPO as prescribed in this Agreement, federal and states rules, regulations, and guidance, or other powers provided that such powers may also be legally and independently exercised by each general purpose unit of government.

4.7 Constraints on Authority

WAMPO does not have the authority, except under contract with such jurisdiction, to exercise administrative authority over any member jurisdiction, other than to conduct planning studies for or within that jurisdiction. WAMPO does not have authority to levy taxes.

Article 5 FINANCING

5.1 Annual Budget

The TPB shall adopt an annual budget for WAMPO operations in conjunction with the approval of the annual Unified Planning Work Program (“UPWP”). The annual budget will be based on the adopted UPWP and be for the calendar year of the succeeding year.

5.2 Federal Appropriations for Annual Budget

The manner of financing for the activities authorized under this Agreement is through the reimbursement by KDOT of federal transportation planning funds as identified annually in a Consolidated Planning Grant (“CPG”) Agreement between WAMPO and KDOT. KDOT will reimburse WAMPO the eligible federal share of authorized UPWP expenditures, with the balance (the non-federal participation) to be provided by WAMPO Jurisdictions.

5.3 Local Assessments for Annual Budget

Local assessments for normal WAMPO operations and activities will be provided to WAMPO by Jurisdictions based on the Fiscal Agreement. In the case of any conflict between the Redesignation Agreement and the Fiscal Agreement, the Redesignation Agreement shall control.

5.4 Dissolution

In the event of complete dissolution of WAMPO, except as otherwise required by federal or state laws, all WAMPO property, which was not acquired with federal funds, will be sold and the proceeds from such sale will be combined with the current WAMPO cash assets to determine total cash assets of WAMPO. Any reimbursements due to the federal or state governments as per Federal and State regulations will be subtracted from the available cash assets. All remaining cash assets of WAMPO shall be distributed to the respective Jurisdictions in “Good Standing.” The share of total cash assets to be distributed to each Jurisdiction shall be according to the ratio of the current equity record of each respective member jurisdiction to the total equity of all the Jurisdictions. Any WAMPO property on hand acquired with federal funds will be transferred to the successor MPO.

ARTICLE 6 EFFECTIVE DATE

6.1 Binding Agreement

This Agreement and all contracts and or agreements entered into under the provisions of this Agreement shall be binding upon the Jurisdictions of the undersigned signatories.

6.2 Duration

Upon the effective date, this Agreement shall remain in effect as long as federal law requires the designation of MPOs to carry out metropolitan planning activities under 23 U.S.C. § 134, or until superseded by a new redesignation agreement, or upon revocation by the parties in accordance with the method described in 23 CFR 450.310, or as otherwise provided by law.

6.3 Attorney General Approval

Those Jurisdictions wishing to attest to this agreement and KDOT (together as the “Parties”) shall execute this Agreement and submit it to the Attorney General of the State of Kansas for approval. Thereafter, the Parties shall file one original of this Agreement with the Register of Deeds of Sedgwick County, and thereafter, with the Secretary of State, all in accordance with K.S.A. 12-2904 and 12-2905, and amendments thereto. This Agreement shall become effective upon the earlier of the approval of the Attorney General or, if not sooner disapproved, 90 days after submission to the Attorney General, and that date shall be inserted on page 1 of this Agreement (the “Effective Date”).

6.4 Supersession of Prior Agreement

Upon this Agreement taking effect, the 2007 designation of the WAMPO TPB as the MPO is revoked. Any action taken by the WAMPO TPB as the designated MPO before the Effective Date of this Agreement shall remain valid and continue in full force and effect until amended or nullified by the action of the redesignated MPO.

6.5 Authority to Execute/Counterparts

Each of the Parties to this Agreement represents and warrants it has authority to execute this Agreement. This Agreement may be executed in at different times and in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

(This space is intentionally left blank).

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this ___ day of _____, 20___, by the governing body of the CITY OF WICHITA, KANSAS

Name (Printed): _____
Mayor
City of Wichita

APPROVED AS TO FORM:

ATTEST:

Name (Printed): _____
City Attorney

Name (Printed): _____
City Clerk

(This space is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this ___ day of _____, 20___, by the Board of County Commissioners of SEDGWICK COUNTY, KANSAS

Name (Printed): _____
Chairman
Sedgwick County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

Name (Printed): _____
County Counselor

Name (Printed): _____
County Clerk

(This space is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this ___ day of _____, 20___, by the governing body of _____,
KANSAS

Name (Printed): _____
Mayor
City of _____

APPROVED AS TO FORM:

ATTEST:

Name (Printed): _____
City Attorney

Name (Printed): _____
City Clerk

(This space is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this ___ day of _____, 20__, by the Board of County Commissioners of _____ COUNTY, KANSAS

Name (Printed): _____
Chairman
_____ County Board of County Commissioners

APPROVED AS TO FORM:

Name (Printed): _____

County Counselor

ATTEST:

Name (Printed): _____

County Clerk

(This space is intentionally left blank.)

**FISCAL AGREEMENT FOR THE OPERATION OF THE WICHITA AREA METROPOLITAN
PLANNING ORGANIZATION**

BY AND AMONG

**THE WICHITA AREA METROPOLITAN PLANNING ORGANIZATION AND ITS MEMBER
JURISDICTIONS**

This Fiscal Agreement for the Operation of the Wichita Area Metropolitan Planning Organization (“Fiscal Agreement”), by and among the Wichita Area Metropolitan Planning Organization (“WAMPO”), and by WAMPO Member Jurisdictions (“Jurisdictions”) (jointly called the “Parties”).

WHEREAS, WAMPO is the designated Metropolitan Planning Organization (“MPO”) for the greater Wichita metropolitan area and is responsible for the continuing, cooperative, and comprehensive transportation planning process mandated by federal law and state regulations; and

WHEREAS, WAMPO is synonymous with the MPO and is a legally independent government entity distinct from any of its Jurisdictions and is governed by the Transportation Policy Body (“TPB”); and

WHEREAS, WAMPO is comprised of Member Jurisdictions (“Jurisdictions”) representing at a minimum the units of general purpose local government that together represent at least 75 percent of the existing Metropolitan Planning Area Boundary (“MPAB”) population (including the City of Wichita which is the largest incorporated city); and

WHEREAS, the MPO receives operating assistance through federal transportation planning funds identified annually in a Consolidated Planning Grant Agreement (“CPG”) between the MPO and the Kansas Department of Transportation (“KDOT”) and KDOT will reimburse WAMPO the eligible federal share of authorized UPWP expenditures, with the balance (the non-federal participation) to be provided by WAMPO Jurisdictions; and

WHEREAS, WAMPO wishes to obtain certain financial support from its Jurisdictions in providing local match and to supplement the operations of the MPO, when necessary; and

WHEREAS, the WAMPO Redesignation Agreement for Cooperative Transportation Planning of 2013 (“Redesignation Agreement”) provides for a separate Fiscal Agreement to collect local, non-federal funds for the operation of the MPO; and

WHEREAS, the Jurisdictions wishing to participate in this Fiscal Agreement agree to provide local, non-federal funding to the MPO to meet the local match requirement for federal transportation planning funds identified in the CPG Agreement and to, as may be needed from time to time, supplement deficiencies in the annual operating expenses experienced by WAMPO, and

WHEREAS, the participating Jurisdictions have the authority to enter into this agreement and to provide the financial support to WAMPO hereinafter described; and

Fiscal Agreement for the Operation of the Wichita Area Metropolitan Planning Organization

NOW, THEREFORE, be it declared that the purpose of this Agreement is to define the financial contributions provided to WAMPO by the participating Jurisdictions and to act as the Fiscal Agreement identified in the *WAMPO Redesignation Agreement for Cooperative Transportation Planning of 2013*.

Article 1 WAMPO FISCAL AGENT

The Member Jurisdictions acknowledge WAMPO as a separate legal entity, and an agency or instrumentality of the Member Jurisdictions. The Member Jurisdictions recognize WAMPO as having the power to enter into contracts, and as being independently subject to the obligations and protections of the Kansas Tort Claims Act, K.S.A. 75- 6101 et seq. WAMPO will contract the services of a Fiscal Agent(s) from the pool of Member Jurisdictions to provide itemized services for WAMPO. The duties of the designated Fiscal Agent(s) will be determined by agreement between WAMPO and the designated Fiscal Agent(s). The Fiscal Agent is neither a guarantor of funds for WAMPO operations, nor an indemnitor for any contractual or tort liability to which WAMPO may become subject. The responsibility of Member Jurisdictions for obligations incurred outside the regular budget of WAMPO shall be through use of the Type B Special Assessment procedure established in this Fiscal Agreement.

Article 2 FINANCIAL CONTRIBUTIONS

Financial contributions to WAMPO will be provided by Jurisdictions participating through two (2) separate and distinct methods; 1) Local Assessments (“Assessments”) each year for the annual WAMPO Budget and 2) a percentage-based fee (“TIP Fee”) based on the amount of the federal participation in projects programmed in the annual WAMPO Transportation Improvement Program (“TIP”).

2.1 Member Jurisdiction Annual Assessments

Per this Fiscal Agreement, Assessments will be paid annually to WAMPO by participating Jurisdictions. Annual Assessments will be based on the needs of WAMPO to provide local match for federal transportation planning funds, as well as the need to maintain operations of the MPO.

Assessments will be based on a three-tiered contribution schedule: the first tier consisting of the City of Wichita who will provide forty percent (40%) of the annual Assessments; the second tier consisting of Sedgwick County who will provide forty percent (40%) of the Annual Assessments; and the third tier consisting of the remaining Jurisdictions who will contribute the remaining twenty percent (20%), based on the most current population of each Jurisdiction as identified by the U.S. Census Bureau. *Attachment 1* provides an example of the 3-tier system based on the 2010 Census of the Population and if all jurisdictions subscribe to this Fiscal Agreement.

WAMPO will provide annually to each Jurisdiction a five-year projection of estimated Assessments required to maintain the required local match for funds identified in the CPG agreement between WAMPO and KDOT and to meet the financial need for operating the MPO. Each Jurisdiction will be responsible for providing to WAMPO annually Assessments in the amounts stated in the first year of this estimate.

Fiscal Agreement for the Operation of the Wichita Area Metropolitan Planning Organization

Assessments will be levied annually. This obligation starts upon approval of this agreement by the TPB. All current and past, unpaid assessments must be paid in full prior to the Jurisdiction being in “Good Standing” with WAMPO.

Full and on-time payment of the Assessments will present the Jurisdiction in “Good Standing” with WAMPO, and will entitle the Jurisdiction to the full benefits and privileges of that standing, as stated in the *WAMPO TPB Bylaws*. Non-payment of Assessments will result in that Jurisdiction being declared “Not in Good Standing” and they shall forfeit all benefits and privileges of being in “Good Standing”.

Assessments will be paid to WAMPO by the thirty-first (31) day of January of each year. Preferred method of payment will be negotiated between the Jurisdiction and the WAMPO Fiscal Agent.

2.1.1 Special Assessments

Special Assessments may be issued in response to an emergency or unforeseen event related to WAMPO operations or local match requirements for federal funds. Special Assessments shall be governed by procedures identified in this Fiscal Agreement.

The TPB will make every effort to avoid the need to make a Special Assessment on its Member Jurisdictions. Special Assessments may, however, be required in response to an emergency or unforeseen event. Such Special Assessments shall be authorized by the TPB and shall be requisitioned of the Jurisdictions. Special Assessments approved by the TPB shall be due and payable to WAMPO within six months of the date of the requisition.

2.1.2 Type A Special Assessment

The TPB may ask Jurisdictions for funding above that identified in the annual estimate in the event that local funds are not provided in amounts to meet the minimum twenty percent (20%) local match requirements. A majority (51%) of the TPB members in “Good Standing” is required to approve such a request.

2.1.3 Type B Special Assessment

The TPB may ask Jurisdictions for additional funding in the event that funds are not provided in amounts to meet WAMPO operational expenses. A vote of two-thirds (2/3) of the WAMPO TPB members in “Good Standing” is required to approve such a request.

2.1.4 Default on Requisitioned Assessments

The WAMPO TPB may withhold TPB voting and other privileges of a Jurisdiction if that Jurisdiction defaults on its Assessment for support of the WAMPO annual budget or support of requisitioned Special Assessments. The Jurisdiction shall be in default and shall surrender its status as Jurisdiction in “Good Standing”. Jurisdictions not in good standing may have their membership reinstated by the TPB upon satisfactory payment of outstanding Assessment balances.

2.1.5 Exceptions to the Annual Assessment

The Federal Highway Administration (FHWA), Federal Transit Administration (FTA), KDOT, and Wichita Transit are exempt from the required annual Assessment and Special Assessments of local funds.

2.1.6 Assessment Appeals

The TPB shall address any and all appeals related to the Assessment for each Jurisdiction. Jurisdictions will have thirty (30) days to appeal the requested Assessment. The thirty-day appeal window shall start the day after Assessment is due. The TPB will have thirty (30) days to respond to the Jurisdiction's request for appeal. The Jurisdiction's status of "Good Standing" will be retained until such time that the TPB renders a decision on the appeal.

2.2 TIP Fee

WAMPO will collect a percentage-based fee for all projects programmed in the first program year of the TIP that are proposed to be funded with federal transportation funds.

2.2.1 Applicable Funding Programs

The TIP Fee will consist of a one-time fee of one percent (1%) of the total federal participation of each project, both competitive and noncompetitive, that is approved for programming in the first year of the annual WAMPO TIP. Federal funding programs subject to this fee will include:

- Surface Transportation Program (STP) funds attributable to both WAMPO and member counties;
- Congestion Mitigation Air Quality (CMAQ) funds allocated to WAMPO;
- All other federal transportation funds attributable, allocated, or afforded to WAMPO and WAMPO Jurisdictions.

With the exception of provisions contained in Section 2.2.4, the TIP Fee will apply to federal participation of \$100,000 or more on a project or combined project.

Projects will be accepted for inclusion in the TIP only if the Jurisdiction is in "Good Standing" with WAMPO. All delinquent Assessments and TIP Fees must be made current and paid in full prior to inclusion of a project in the TIP.

2.2.2 Exceptions to the TIP Fee

All projects programmed with federal transportation funds identified in 2.2.1 are subject to the TIP Fee, with the following exceptions:

- KDOT-sponsored projects that are located on State-owned/operated facilities; and
- A project, or that portion of a project using FTA program funds (e.g. Section 5307, 5309, 5310, 5311, 5316, and 5317).

2.2.3 Fee Collection

The TIP Fee will be collected for each program/project after they are selected and approved for inclusion in the TIP, but before the final TIP is approved by the WAMPO Transportation TPB. The TIP Fee will be based on the amount of federal funds programmed in the TIP.

The TIP Fee must be paid by the project sponsor prior to the project being programmed in the approved TIP. All TIP Fee payments will be due by the thirty-first (31) day of August of each year.

2.2.4 Advance Construction Projects

TIP Fees on split-funded or Advance Construction (AC) projects will be collected prior to inclusion of a partial or full conversion of federal funds programmed in the TIP. The Jurisdiction must be in "Good Standing" with the MPO prior to including a conversion of federal transportation funds for the project.

2.2.5 Reprogramming of TIP Projects

Projects omitted from the TIP due to failure to provide the TIP Fee or due to a Jurisdiction not being in "Good Standing" with WAMPO may be amended into the TIP, by a quarterly or special amendment, once all financial obligations to WAMPO are resolved. Projects amended into the TIP are contingent on the TIP maintaining fiscal constraint, as such the project may be delayed, deferred, or reprogrammed to another fiscal year and may be required to be resubmitted in the annual TIP Call for Projects. Procedures and timelines for presenting projects for amendment are identified in the TIP Policy.

2.2.6 TIP Fee Refunds

TIP Fees will be based on the amount of federal transportation funds programmed in the annual TIP, or subsequent amendments. TIP Fees submitted for projects that are not obligated by KDOT will be refunded in full by the TPB to the sponsoring Jurisdiction.

No refund will be granted to a jurisdiction in which a project obligates at a level less than that programmed in the TIP. WAMPO will retain the balance between what was programmed and that which was obligated.

Projects obligating at a cost that is more than that identified in the TIP will need to follow procedures contained in the TIP Policy to amend the project cost. A TIP Fee will be applied to any increases to the programmed amount contained in the TIP or amended TIP and will be collected prior to approval of the TIP or TIP amendment.

Article 3 PAYMENTS

WAMPO shall designate a Fiscal Agent to function as an official depository for the receipt, deposit, and disbursement of WAMPO, state, federal, local, and other funds entrusted to WAMPO; to solicit and receive funds from Jurisdictions as per this agreement; to provide for a fiscal accounting and record system.

Payments will be made payable to WAMPO for deposit to a dedicated account attributable and accountable to only the TPB, as governing body of WAMPO, and will be administered by the WAMPO Fiscal Agent.

3.1 Payment Due Date

Jurisdiction Assessments and TIP Fees are due as stated in Article 1 of this Agreement.

3.2 Late Payment Penalty

The TPB may, at their discretion, assess a penalty for late payment of either the Assessment or TIP Fee and seek to recover interest on any outstanding balances. Such penalties must be paid to remain in “Good Standing” and to afford the Jurisdiction the opportunity to program projects in the TIP.

3.3 Surplus Funds

WAMPO will retain any surplus funds collected from the Assessments, Tip Fee, or penalties, as well as any interest earned and accrued on the balances of the WAMPO account. The WAMPO TPB shall have total discretion as to the disposition of such funds.

Article 4 TPB MEMBERSHIP

To ensure that Jurisdictions subscribing to this Fiscal Agreement receive proper representation on the TPB, voting membership on the TPB will be contingent on that Jurisdiction being in “Good Standing” with WAMPO. Jurisdictions in “Good Standing” are those that provide financial support for WAMPO, as provided for in this Fiscal Agreement.

4.1 TPB Votes

TPB votes assigned to each Jurisdiction in “Good Standing” are established under the Redesignation Agreement and revised, as needed, under the TPB Bylaws.

4.1 Weighted Votes

Weighted voting will be allowed when and if one (1) TPB voting representative from three (3) separate jurisdictions calls for a weighted vote. Weighted votes may only be called in reference to issues related to WAMPO expenditures such as the annual budget, staffing, and other resource management issues.

The proposed weighted vote would need to be presented for consideration, and approved at two consecutive TPB meetings. The call for a weighted vote would constitute the first occurrence.

A special notice announcing the call for a weighted vote will be provided to each Jurisdiction and to each TPB representative prior to the mandatory second meeting. A special TPB meeting may be called to facilitate the weighted vote and to meet this requirement but only after each Jurisdiction and TPB representative has been contacted and apprised of the call for weighted vote.

A pool of 100 total votes will be used as the basis for the weighted vote. Each representative of jurisdictions “in Good Standing” with WAMPO, with the exception of the Kansas Department of Transportation, will receive a portion of 100 votes from this pool based on the population of that representative’s sponsoring jurisdiction divided by the number of that jurisdiction’s representatives. The Kansas Department of Transportation, as per agreement of member jurisdictions, will receive one (1) weighted vote to be used only as a tie-breaker in the event that any action results in a tie vote. A majority of the weighted vote is required to carry an action. A jurisdiction’s representative absent from the voting will result in a vote of “no”. An example of the weighted vote distribution is included in Attachment 2. The example is based on all member jurisdictions being “in Good Standing.”

Article 5 AMENDING THIS FISCAL AGREEMENT

WAMPO or a participating Jurisdiction may, upon initiation of either party(s), amend this Agreement to cure any ambiguity, defect, or omissions contained herein, or for cause as determined by the TPB. A motion to address changes to this Fiscal Agreement and a valid second by voting members of the TPB will be required to initiate any proposal. The provisions of this Fiscal Agreement may be amended for cause through a two-thirds (2/3) majority vote of the TPB. A weighted TPB vote may not be called to amend this Fiscal Agreement.

All amendments to this Fiscal Agreement shall be presented to the TPB for its consideration at least twice before final action is taken.

Article 6 DURATION AND TERMINATION

The provisions of this Fiscal Agreement shall remain in effect until such time as it is revised or superseded by a new Fiscal Agreement or in the event that WAMPO no longer serves in the capacity of the MPO for the greater Wichita metropolitan area.

This Fiscal Agreement will renew from year to year unless the governing body of one of the Parties rescinds or terminates this Agreement prior to October first of any year for which this Agreement renews. The parties may rescind or terminate this Fiscal Agreement by:

- Obtaining approval from the governing body of the party wishing to terminate or rescind this Agreement; and
- Provide ninety (90) days' written notice to the other parties to this Fiscal Agreement.

Article 7 SEVERABILITY

Should any section, paragraph, sentence, or clause of this Fiscal Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected and all other provisions of this agreement shall continue in full force and effect.

Article 8 EFFECTIVE DATE

This Agreement shall be effective and applicable to all WAMPO Jurisdictions upon approval by the TPB.

Article 9 CASH BASIS LAW DISCLAIMER

Nothing herein is intended, nor shall it be interpreted to violate the Kansas Cash Basis and Budget Law, and should it ever be concluded that any obligation is in violation of the such requirements, that such provision shall be null and void, without effecting the enforceability of the remainder of this agreement.

Attachment 1.

Example - WAMPO Tiered Jurisdictional Assessment Fee Schedule				
Based on \$50,000 and \$100,000 Assessments and Full Jurisdiction Participation				
Tier 1 - City of Wichita (40% of Total Assessment)				
Jurisdiction	2010 Population	% of Population by Tier	@ \$50,000	@ \$100,000
Wichita	382,368	100%	\$20,000.00	\$40,000.00
Tier 2 -Sedgwick County (40% of Total Assessment)				
Jurisdiction	2010 Population	% of Population by Tier	@ \$50,000	@ \$100,000
Sedgwick County	498,365	100%	\$20,000.00	\$40,000.00
Tier 3 - Remaining Jurisdictions (20% of Total Assessment)				
Jurisdiction	2010 Population	% of Population by Tier	@ \$50,000	@ \$100,000
Andale	928	0.96%	\$95.74	\$191.48
Andover/Butler County*	11,791	12.16%	\$1,216.44	\$2,432.89
Bel Aire	6,769	6.98%	\$698.34	\$1,396.68
Bentley	530	0.55%	\$54.68	\$109.36
Cheney	2,094	2.16%	\$216.03	\$432.06
Clearwater	2,481	2.56%	\$255.96	\$511.92
Colwich	1,327	1.37%	\$136.90	\$273.81
Derby	22,158	22.86%	\$2,285.98	\$4,571.96
Eastborough	773	0.80%	\$79.75	\$159.50
Garden Plain	849	0.88%	\$87.59	\$175.18
Goddard	4,344	4.48%	\$448.16	\$896.32
Haysville	10,826	11.17%	\$1,116.89	\$2,233.78
Kechi	1,909	1.97%	\$196.95	\$393.89
Maize	3,420	3.53%	\$352.83	\$705.66
Mount Hope	813	0.84%	\$83.87	\$167.75
Mulvane/Sumner County*	6,111	6.30%	\$630.45	\$1,260.91
Park City	7,297	7.53%	\$752.81	\$1,505.62
Rose Hill/Butler County*	5,366	5.54%	\$553.60	\$1,107.19
Sedgwick	192	0.20%	\$19.81	\$39.62
Valley Center	6,822	7.04%	\$703.81	\$1,407.61
Viola	130	0.13%	\$13.41	\$26.82
Total	96,930	100%	\$10,000.00	\$20,000.00
		Grand Total	\$50,000.00	\$100,000.00
Note: population based on 2010 Census of the Population (SF1).				
*Figure based City population and the population of the portion of the county within the WAMPO MPAB.				

Attachment 2.

TPB Votes, Normal and Weighted, by WAMPO Member Jurisdictions#				
Member Jurisdiction	2010 Population	City Class	TPB Representatives (If in Good Standing)	Total TPB Weighted Votes***
Andale	928	3rd	0	0.18
Andover/Butler County*	12,960	2nd	1	2.56
Bel Aire	6,769	2nd	1	1.34
Bentley	530	3rd	0	0.10
Cheney	2,094	3rd	1	0.41
Clearwater	2,481	3rd	1	0.49
Colwich	1,327	3rd	0	0.26
Derby	22,158	2nd	1	4.38
Eastborough	773	3rd	0	0.15
Garden Plain	849	3rd	0	0.17
Goddard	4,344	2nd	1	0.86
Haysville	10,826	2nd	1	2.14
KDOT	0	N/A	2	0.00
Kechi	1,909	3rd	0	0.38
Maize	3,420	3rd	1	0.68
Mount Hope	813	3rd	0	0.16
Mulvane /Sumner County	6,869	2nd	1	1.36
Park City	7,297	2nd	1	1.44
Rose Hill/Butler County*	5,366	2nd	1	1.06
SCAC	0	N/A	1	0.00
Sedgwick	192	3rd	0	0.04
Sedgwick County **	37,214	N/A	4	23.59
Valley Center	6,822	2nd	1	1.35
Viola	130	3rd	0	0.03
Wichita	382,368	1st	4	56.88
WAMPO Transportation Study Area	518,439	N/A	23	100.00
Quorum needed to carry vote			Q = 12	Q = 61****
Notes:				
SCAC has one (1) member to represent jurisdictions under 2,000 population.				
The City of Wichita and Sedgwick County have four (4) representatives based on financial contribution.				
KDOT has two (2) representatives per the Redesignation Agreement.				
Weighted vote calculated based on the formula: (city population/total WAMPO population) * 119				
Total weighted vote pool = 100				
# Assumes all member jurisdictions are "In Good Standing" as defined in the Fiscal Agreement.				
* Population reflects City and area of County within the MPAB. a majority within the MPAB.				
Related County population based on whole or partial Census Blocks contained within the MPAB.				
** Sedgwick County population identified reflects only the unincorporated population.				
*** Weighted votes are rounded to two significant digits.				
**** Jurisdictions with multiple representatives may vote independently and not as one combined block.				

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this ___ day of _____, 20___, by the Board of County Commissioners of _____ COUNTY, KANSAS

ATTEST:

COUNTY CLERK

CHAIRMAN

(SEAL)

(This space is intentionally left blank).

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, JUNE 17, 2013**

AGENDA ITEM #7B

ITEM: **Review of 2013 Project Funding Plan (June 2013 Revision)**

BACKGROUND:

The City has an informal policy of trying to limit new debt issuance to no more than 60% of the previous year’s growth in assessed valuation. Staff and governing body continually review that “debt allowance” and proposed new expenditures throughout the year. We last reviewed the 2013 plan in February. Since then, two developers have requested funding – contained below in this June revisions.

POLICY REVIEW:

The City has an informal policy of trying to limit new debt issuance to no more than 60% of the previous year’s growth in assessed valuation.

City of Maize, Kansas - Historical Valuation Data (includes Motor Vehicle valuations)

<u>Year</u>	<u>Assessed Tangible Valuation</u>	<u>MV Value</u>	<u>Total Valuation (including MV</u>	<u>Increase in Value over Prior Year</u>	<u>Percent Growth over Prior Year</u>
2003	10,019,356.00	2,108,184.00	12,127,540.00		
2004	13,130,537.00	2,260,211.00	15,390,748.00	3,263,208.00	26.9074%
2005	14,694,801.00	2,338,298.00	17,033,099.00	1,642,351.00	10.6710%
2006	16,576,126.00	2,748,101.00	19,324,227.00	2,291,128.00	13.4510%
2007	18,377,171.00	3,148,872.00	21,526,043.00	2,201,816.00	11.3941%
2008	21,300,114.00	3,259,332.00	24,559,446.00	3,033,403.00	14.0918%
2009	24,402,545.00	3,361,890.00	27,764,435.00	3,204,989.00	13.0499%
2010	27,487,770.00	3,541,067.00	31,028,837.00	3,264,402.00	11.7575%
2011	28,361,994.00	3,953,297.00	32,315,291.00	1,286,454.00	4.1460%
2012	28,706,476.00	4,405,412.00	33,111,888.00	796,597.00	2.4651%

60% of last year’s growth (\$796,597) is \$477,958. Because the city did not utilize all of its “2012 financing allowance” (i.e., \$962,872 was left over), we added that amount to arrive at a figure of **\$1,440,830 for 2013 debt financing under the policy.**

2013 RECOMMENDED FUNDING – (JUNE REVISION):

The table (on the next page) shows recommended funding items for 2013 based on developer requests.

The projects highlighted in yellow are the NEW ADDITIONS to the 2013 funding plan based on developer requests.

City of Maize

2013 PROJECT FUNDING : Review as of June 2013

2012 Valuation	33,111,888	2013 Financing Available	477,958	(60% of 2012 grow
2011 Valuation	<u>32,315,291</u>	2012 Financing Leftover	<u>962,872</u>	
Change in Assessed Value 2011-2012	796,597			
		Total Financing Available	1,440,830	

PROJECTS RECOMMENDED FOR 2013 FUNDING				
	<u>Total Cost/ Petition Amount</u>	<u>Revised with contract amounts</u>	<u>Temp. Note/ Bond Amount</u>	<u>Latest Advisability Resolution</u>
Watercress Village Second Addition - Phase 2				
Water Dist	57,000	46,929	49,500	509-12
Paving	164,000	140,723	148,000	510-12
Sewer	70,000	60,209	63,500	511-12
Storm Water	249,000	160,336	168,500	512-12
Total	540,000		429,500	
Watercress Village Second Addition - Phase 3				
Water Dist	57,000	39,412	41,500	513-12
Paving	103,000	92,769	98,000	514-12
Sewer	64,000	52,790	56,000	515-12
Total	224,000		195,500	
Woods at Watercress Addition				
Water	191,000	174,300	183,000	523-13
Paving	444,000	407,946	425,000	524-13
Sanitary Sewer	222,000	139,300	145,000	525-13
Storm Sewer	164,000	159,150	167,000	526-13
Total	1,021,000		920,000	
Watercress Village Third Addition				
Water				___-13
Paving				___-13
Sanitary Sewer				___-13
Storm Sewer				___-13
Total	457,000		411,300	
Hampton Lakes Second Additon - Phase 2				
Paving - Rutgers Circle	89,000		80,100	___-10
Sanitary Sewer	35,000		31,500	___-10
Water Distribution	25,000		22,500	___-10
Total	149,000		134,100	
Total 2013 Projects	<u>2,391,000</u>		<u>2,090,400</u>	2,090,400
TOTAL DEBT ISSUED IN 2013				2,090,400
Remaining Financing Available (policy exceeded)				(649,570)

2013A Notes

2013B Notes

The staff recommendation does exceed the policy by \$649,570. Despite that, the recommendation is to fund the above projects because:

- The developers have a reliable history of development in the City. Watercress Village Phases 2 and 3 (approved in late 2012) have already reached the 35% occupancy rate required to release the letters of credit.

- The Watercress and Hampton Lakes areas have been some of the fastest developing areas of Maize. The more residences that are built and sold, the faster the city's valuation will grow – which will eventually have a positive effect on tax revenues and debt ratios.
- Valuation growth has been low for the past year or two (with a slow economy) resulting in a lower “financing available” amount for this year. Early indications are that growth is beginning to pick back up.

RECOMMENDED ACTION:

Approve the revised 2013 finance plan as presented.

Reminder about State Law Debt Limit

The City is still well under the legal limit on its debt. State law limits most cities’ debt to 30% of their assessed valuation – but excludes some kinds of debt (such as utility debt for sewer, water, etc.). Of Maize’s \$22 million in debt, only about \$6.4 million applies toward the state law debt limit.

Assessed Tangible Valuation (2012)	\$28,706,476
Motor Vehicle Valuation (2012)	<u>4,405,412</u>
Total Valuation for computation of Bonded Indebtedness Limitations	\$33,111,888
Legal limitation of Bonded Debt (30%)	\$9,933,566
Applicable general obligation debt	<u>6,250,199</u>
Additional Debt Capacity	\$3,683,367

The City’s “applicable debt” (\$6,250,199) is 18.8% of its valuation – still under the 30% state-imposed debt limit.

General Obligation Bonds and Notes

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

General Obligation Bonds

<u>Issue</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>	<u>Amount Outstanding</u>
Series 2004	7/15/2004	9/1/2019	405,000	\$225,000
Series A, 2007	4/15/2007	10/1/2022	1,162,471	875,000
Series B, 2007	9/15/2007	9/1/2028	4,941,983	4,425,000
Series A, 2008	4/15/2008	9/1/2028	882,000	745,000
Series B, 2008	10/15/2008	9/1/2028	1,753,000	1,440,000
Series 2010	11/30/2010	9/1/2017	515,000	300,000
Series A, 2011	9/29/2011	10/1/2032	4,630,000	4,630,000
Series 2013A	3/28/2013	10/1/2033	3,840,000	<u>3,840,000</u>
				\$12,640,000

Temporary Notes

<u>Issue</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>	<u>Amount Outstanding</u>
Series B, 2011	9/29/2011	10/1/2013	2,045,000	1,535,000
Series 2012A	3/15/2012	4/1/2014	1,505,000	1,505,000
Series 2013A	3/28/2013	4/1/2016	4,020,000	<u>4,020,000</u>
				\$7,060,000

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, June 17, 2013**

AGENDA ITEM #7C

ITEM: **Watercress Village 3rd Addition Petitions and Resolutions of Advisability**

BACKGROUND:

The developer for the Watercress Village 3rd Addition has submitted petitions for improvements as follows:

Water Distribution	\$ 98,000
Paving	\$ 230,000
Sanitary Sewer	<u>\$ 129,000</u>
	\$ 457,000

FINANCIAL CONSIDERATIONS:

The total for all improvements is \$457,000. These projects are included in the Revised 2013 Funding Plan that was presented earlier in the meeting.

LEGAL CONSIDERATIONS:

Bond Counsel reviewed the petitions and prepared the resolutions of advisability and approves them as to form.

RECOMMENDATION/ACTION:

- 1) Accept the petitions for the Watercress Village 3rd Addition in the total amount of \$547,000.

- 2) Adopt the Resolutions of Advisability for the Watercress Village 3rd Addition.

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Maize, Kansas

RECEIVED

MAY 14 2013

CITY CLERKS OFFICE

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WATERCRESS VILLAGE THIRD ADDITION

Lots 1 through 6, Block 1;
Lots 1 through 17, Block 2;

WATERCRESS VILLAGE SECOND ADDITION

Lots 13, 19 and 20, Block 2;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Ninety Eight Thousand Dollars (\$98,000.00) exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Maize incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Maize to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair

or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 6, Block 1; and Lots 1 through 17, Block 2; Watercress Village Third Addition; and Lots 13, 19 and 20, Block 2; Watercress Village Second Addition shall each pay 1/26 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

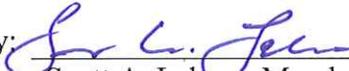
2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WATERCRESS VILLAGE THIRD ADDITION</u> Lots 1 through 6, Block 1; and Lots 1 through 17, Block 2; Watercress Village Third Addition, an addition to Maize, Sedgwick County, Kansas	PERFECTION SIGNATURE PROPERTIES, LLC, A Kansas Limited Liability Company	

By:  5/13/13
Scott A. Lehner, Member

By:  5/13/13
Jason R. Ronk, Member

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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WATERCRESS VILLAGE SECOND ADDITION
Lot 13, Block 2; Watercress Village Second Addition, an addition to Maize, Sedgwick County, Kansas

By: _____

By: _____

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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WATERCRESS VILLAGE SECOND ADDITION
Lot 19, Block 2; Watercress Village Second Addition, an addition to Maize, Sedgwick County, Kansas

By: _____

By: _____

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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WATERCRESS VILLAGE SECOND ADDITION
Lot 20, Block 2; Watercress Village Second Addition, an addition to Maize, Sedgwick County, Kansas

By: _____

By: _____

**WATERCRESS VILLAGE THIRD ADDITION
WATER PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" Valves	3	EA	\$ 1,000.00		\$ 3,000.00
8" WL	1240	LF	\$ 20.00		\$ 24,800.00
Blowoffs	2	EA	\$ 600.00		\$ 1,200.00
Connection to Exist WL	2	EA	\$ 2,200.00		\$ 4,400.00
Hydrants	4	EA	\$ 3,000.00		\$ 12,000.00
Water Service Connection	26	EA	\$ 800.00		\$ 20,800.00
				Contingencies @ 10% +/-	\$ 6,620.00
				Construction Total	\$ 72,820.00
				35% Engineering, Administration, Etc.	\$ 25,487.00
				TOTAL	\$ 98,307.00

For Petition Use \$98,000.00



NORTH

Watercross Village 3rd

PROJECT NAME

Water Distribution

SYSTEM TYPE

JAG CAW

DESIGN ENGINEER

KA May 2013

CHECKED BY DATE

08133 1/1

JOB NO. REVISION



MKEC

MOBILE, NC - 318.684.8000

SANITARY SEWER PETITION

RECEIVED

MAY 14 2013

CITY CLERKS OFFICE

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WATERCRESS VILLAGE THIRD ADDITION

Lots 1 through 6, Block 1;
Lots 1 through 17, Block 2;

WATERCRESS VILLAGE SECOND ADDITION

Lots 13, 19 and 20, Block 2;

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is One Hundred Twenty Nine Thousand Dollars (\$129,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Maize incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Maize to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 6, Block 1; and Lots 1 through 17, Block 2; Watercress Village Third Addition; and Lots 13, 19 and 20, Block 2; Watercress Village Second Addition shall each pay 1/26 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WATERCRESS VILLAGE THIRD ADDITION</u> Lots 1 through 6, Block 1; and Lots 1 through 17, Block 2; Watercress Village Third Addition, an addition to Maize, Sedgwick County, Kansas	PERFECTION SIGNATURE PROPERTIES, LLC, A Kansas Limited Liability Company	

By:  5/13/13
Scott A. Lehner, Member

By:  5/13/13
Jason R. Ronk, Member

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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WATERCRESS VILLAGE SECOND ADDITION
Lot 13, Block 2; Watercress Village Second
Addition, an addition to Maize, Sedgwick County,
Kansas

By: _____

By: _____

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

WATERCRESS VILLAGE SECOND ADDITION
Lot 19, Block 2; Watercress Village Second
Addition, an addition to Maize, Sedgwick County,
Kansas

By: _____

By: _____

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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WATERCRESS VILLAGE SECOND ADDITION

Lot 20, Block 2; Watercress Village Second Addition, an addition to Maize, Sedgwick County, Kansas

By: _____

By: _____

**WATERCRESS VILLAGE THIRD ADDITION
SANITARY SEWER PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" SS	1300	LF	\$ 24.00		\$ 31,200.00
Connection to Exist MH	1	LF	\$ 1,500.00		\$ 1,500.00
Manholes	6	EA	\$ 3,000.00		\$ 18,000.00
Risers	26	EA	\$ 1,000.00		\$ 26,000.00
Sand Backfill	1000	LF	\$ 10.00		\$ 10,000.00
				Contingencies @ 10% +/-	\$ 8,670.00
				Construction Total	\$ 95,370.00
				35% Engineering, Administration, Etc.	\$ 33,379.50
				TOTAL	\$ 128,749.50

For Petition Use \$129,000.00



Watercress Village 3rd
 PROJECT NAME
 Sanitary Sewer
 DESIGN TITLE
 JAG CAV
 DESIGNER DRAWN BY
 KA May 2013
 CHECKED BY/DATE
 08/133 1/1
 JOB NO. INSPECTOR

MKECO
 Wichita, KS • 316.854.5900



NORTH

PAVING PETITION

To the Mayor and City Council
Maize, Kansas

RECEIVED

MAY 14 2013

Dear Council Members:

CITY CLERKS OFFICE

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WATERCRESS VILLAGE THIRD ADDITION

Lots 1 through 6, Block 1;
Lots 1 through 17, Block 2;

WATERCRESS VILLAGE SECOND ADDITION

Lots 13, 19 and 20, Block 2;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on Village Place from a point 90 feet northwest of the southwest corner of Lot 41, Block 1 to the southeast corner of Lot 20, Block 2, Watercress Village Second Addition; Paving Village Place Court from the west edge of Village Place to the southwest corner of Lot 15, Block 2, serving Lots 12 through 17, Block 2; and Paving Village Place Court from the west edge of Village Place to the southeast corner of Lot 9, Block 2, serving Lots 6 through 11, Block 2, Watercress Village Third Addition. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement is Two Hundred Thirty Thousand Dollars (\$230,000.00) exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Maize incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or

construction of the improvement or if it is necessary for the City of Maize to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 6, Block 1; and Lots 1 through 17, Block 2; Watercress Village Third Addition; and Lots 13, 19 and 20, Block 2; Watercress Village Second Addition shall each pay 1/26 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

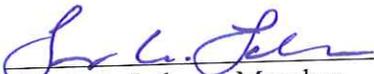
2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WATERCRESS VILLAGE THIRD ADDITION</u> Lots 1 through 6, Block 1; and Lots 1 through 17, Block 2; Watercress Village Third Addition, an addition to Maize, Sedgwick County, Kansas	PERFECTION SIGNATURE PROPERTIES, LLC, A Kansas Limited Liability Company	

By:  5/13/13
Scott A. Lehner, Member

By:  5/13/13
Jason R. Ronk, Member

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

WATERCRESS VILLAGE SECOND ADDITION
Lot 13, Block 2; Watercress Village Second Addition, an addition to Maize, Sedgwick County, Kansas

By: _____

By: _____

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

WATERCRESS VILLAGE SECOND ADDITION

Lot 19, Block 2; Watercress Village Second Addition, an addition to Maize, Sedgwick County, Kansas

By: _____

By: _____

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION

SIGNATURE

DATE

WATERCRESS VILLAGE SECOND ADDITION

Lot 20, Block 2; Watercress Village Second Addition, an addition to Maize, Sedgwick County, Kansas

By: _____

By: _____

**WATERCRESS VILLAGE THIRD ADDITION
PAVING PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
AC Pavement	3480	SY	\$ 16.00		\$ 55,680.00
Base Coarse	4360	SY	\$ 8.00		\$ 34,880.00
Curb and gutter	2480	LF	\$ 15.00		\$ 37,200.00
Sidewalk	4100	SF	\$ 3.00		\$ 12,300.00
Curb Inlets	2	EA	\$ 3,000.00		\$ 6,000.00
SWS Line	170	LF	\$ 50.00		\$ 8,500.00
			Contingencies @ 10% +/-		\$ 15,456.00
			Construction Total		\$ 170,016.00
			35% Engineering, Administration, Etc.		\$ 59,505.60
			TOTAL		\$ 229,521.60
 For Petition Use \$230,000.00					



Watercross Village 2nd
 PROJECT NAME
 Paving & SWS
 DESIGN TITLE
 JAG CAW
 DESIGNER
 MAY 2013
 CHECKED BY/DATE
 08133 1/1
 ZONING NO. ENGINEER/STAMP



NORTH



**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF MAIZE, KANSAS
HELD ON JUNE 17, 2013**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/WATERCRESS VILLAGE THIRD ADDITION).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Maize, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

NOTE: To be recorded with the Register of Deeds of Sedgwick County, Kansas

(Published in *The Clarion*, on June 20, 2013)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/WATERCRESS VILLAGE THIRD ADDITION).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Maize, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the improvement district described herein (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$98,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 6, Block 1, and Lots 1 through 17, Block 2, Watercress Village Third Addition; Lots 13, 19 and 20, Block 2, Watercress Village Second Addition; to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (26 lots).

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on June 17, 2013.

(SEAL)

Mayor
Print Name: Clair Donnelly

Clerk
Print Name: Jocelyn Reid

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on June 17, 2013 as the same appears of record in my office.

DATED: June 17, 2013.

Clerk
Print Name: Jocelyn Reid

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF MAIZE, KANSAS
HELD ON JUNE 17, 2013**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/WATERCRESS VILLAGE THIRD ADDITION).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Maize, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

NOTE: To be recorded with the Register of Deeds of Sedgwick County, Kansas

(Published in *The Clarion*, on June 20, 2013)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/WATERCRESS VILLAGE THIRD ADDITION).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Maize, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Paving on Village Place from a point 90 feet northwest of the southwest corner of Lot 41, Block 1 to the southeast corner of Lot 20, Block 2, Watercress Village Second Addition; Paving Village Place Court from the west edge of Village Place to the southwest corner of Lot 15, Block 2, serving Lots 12 through 17, Block 2; and Paving Village Place Court from the west edge of Village Place to the southeast corner of Lot 9, Block 2, serving Lots 6 through 11, Block 2, Watercress Village Third Addition. (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$230,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 6, Block 1, and Lots 1 through 17, Block 2, Watercress Village Third Addition; Lots 13, 19 and 20, Block 2, Watercress Village Second Addition; to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (26 lots)

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on June 17, 2013.

(SEAL)

Mayor
Print Name: Clair Donnelly

ATTEST:

Clerk
Print Name: Jocelyn Reid

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on June 17, 2013 as the same appears of record in my office.

DATED: June 17, 2013.

Clerk
Print Name: Jocelyn Reid

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF MAIZE, KANSAS
HELD ON JUNE 17, 2013**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/WATERCRESS VILLAGE THIRD ADDITION).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Maize, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

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RESOLUTION NO. _____

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WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Maize, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer to serve the improvement district described herein. (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$129,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 6, Block 1, and Lots 1 through 17, Block 2, Watercress Village Third Addition; Lots 13, 19 and 20, Block 2, Watercress Village Second Addition; to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (26 lots).

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on June 17, 2013.

(SEAL)

Mayor
Print Name: Clair Donnelly

ATTEST:

Clerk
Print Name: Jocelyn Reid

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on June 17, 2013 as the same appears of record in my office.

DATED: June 17, 2013.

Clerk
Print Name: Jocelyn Reid

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, June 17, 2013**

AGENDA ITEM # 7D

ITEM: **Watercress Village III Addition Engineering Contract**

BACKGROUND:

The developer for the Watercress Village III Addition is ready to start improvements. A contract from MKEC for engineering services is presented to Council for approval.

Petitions and resolutions for this addition were approved earlier in this meeting.

FINANCIAL CONSIDERATIONS:

The cost is \$33,800 for design services and \$40,500 for construction administration. This project is included in the Revised 2013 Project Funding plan presented earlier.

LEGAL CONSIDERATIONS:

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

RECOMMENDATION/ACTION:

Approve the MKEC contract in amounts not to exceed \$33,800 for design and not to exceed \$40,500 for construction administration and authorize the Mayor to sign.

CONTRACT FOR ENGINEERING SERVICES

BETWEEN

THE CITY OF MAIZE, KANSAS

AND

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

WATERCRESS VILLAGE THIRD ADDITION

This Contract, made this ____ day of _____, 2013, by and between THE CITY OF MAIZE, KANSAS, party of the first part, hereinafter called the "CITY," and MKEC ENGINEERING CONSULTANTS, INC., Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT."

WITNESSETH:

WHEREAS, the CITY intends to construct:

Street Paving, Water Distribution System and Sanitary Sewer to serve the following property: Lots 1 through 6, Block 1, and Lots 1 through 17, Block 2, Watercress Village Third Addition; Lots 13, 19, and 20, Block 2, Watercress Village Second Addition. MKEC Engineering Consultants, Inc., Project No. 08133.

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

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

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

I. SCOPE OF SERVICES

The CONSULTANT shall furnish technical and professional services as required for designing and constructing storm sewers, sanitary sewers, water distribution systems, and paving, in WATERCRESS VILLAGE THIRD ADDITION, Maize, Kansas, and to perform the PROJECT as outlined in the Scope of Services set forth in Attachment "A" hereto and incorporated by reference herein as though fully set forth herein.

II. IN ADDITION, THE CONSULTANT AGREES:

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

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

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

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

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

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

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

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

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

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

K. To procure and maintain such insurance as will protect CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Contract and for which CONSULTANT is legally liable. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$50,000.00. In addition, a workers' compensation and employer's liability policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the workers' compensation law. The liability limit shall be not less than the statutory

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

L. (1) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (2) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (3) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (4) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (5) that a failure to comply with the reporting requirements of (3) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the CITY; (6) if it is determined that the CONSULTANT has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the CITY. Parties to this Contract understand that the provisions of this paragraph (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such Contract or whose contracts with the CITY cumulatively total \$5,000.00 or less during the fiscal year.

III. THE CITY AGREES:

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

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

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

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

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

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

IV. PAYMENT PROVISIONS

A. Payment to the CONSULTANT for the Phase I engineering services required by this Contract shall be paid in a onetime lump sum fee amount upon completion of the Phase 1 services as specified below:

Paving	\$17,000.00
Water Distribution System	\$7,300.00
Sanitary Sewer	\$9,500.00
TOTAL	\$33,800.00

B. Payment to the CONSULTANT for the Phase II construction services required by this Contract shall be billed hourly, in a not-to-exceed amount as specified below. The hourly rates for MKEC officers and employees who will provide Phase II services are set forth in Attachment B hereto.

Paving	\$20,400.00
Water Distribution System	\$8,700.00
Sanitary Sewer	\$11,400.00
TOTAL	\$40,500.00

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

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. The right is reserved to the CITY to terminate this Contract at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT's inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Contract, but in no case shall payment be more than the CONSULTANT's actual costs plus overhead unless the PROJECT is abandoned by the CITY or indefinitely postponed by the CITY then in addition to actual costs plus overhead the CONSULTANT shall be paid actual cost plus overhead, plus 10% profit. The CITY will not be deemed to have abandoned or postponed the project if such is the results of a request from the developer of the WATERCRESS VILLAGE THIRD Addition project that the PROJECT be abandoned or postponed. For purposes of this Section V, A. overhead shall be calculated at a factor of 1.465 of actual costs.

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

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

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

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

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

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

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

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

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

ATTESTED TO:

CITY OF MAIZE, KANSAS

Jocelyn Reid, City Clerk

By: _____
Clair Donnelly, Mayor

ATTESTED TO:

MKEC ENGINEERING CONSULTANTS, INC.

Cynthia A. Womack

By: _____
Gregory J. Allison

Title: _____

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City. Engineering plans shall be prepared in ink on standard 22" x 36" sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. **Field Surveys.** Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. **Soils and Foundation Investigations.** The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City.
3. **Review Preliminary Design Concepts.** Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. **Prepare engineering plans, plan quantities and supplemental specifications as required.** Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's approved standard specifications. Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. **Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions.** ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. **Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility.** ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. **Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.**
8. **All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY.** When applicable, this coordinate information will be used by the CITY for construction staking purposes.

6. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the storm sewer improvements by 120 days from notice to proceed.
 - b. Plan Development for the sanitary sewer improvements by 120 days from notice to proceed.
 - c. Plan Development for the water distribution system improvements by 120 days from notice to proceed.
 - d. Plan Development for the paving improvements by 120 days from notice to proceed.

B. PHASE II – CONSTRUCTION

1. Staking and Construction Engineering as per the City of Maize Standard Construction Engineering Practices.
2. As-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. ENGINEER will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.

ATTACHMENT B

MKEC Engineering

HOURLY RATE SCHEDULE - 2013

Principal/Project Manager	-	125.00
Senior Engineer	-	115.00
Engineer Level I	-	95.00
Engineer Level II/Senior Technician	-	85.00
Secretary	-	47.50
Survey Team/2 Man	-	130.00
Survey/GPS	-	130.00
Survey/Leica	-	295.00
RLS	-	85.00
Inspector	-	85.00
Technician I	-	75.00
Technician II	-	55.00

EXPENSES:

Xerox Copies	-	Current Market Rates
Plot Prints	-	0.85 per S.F.
Color/Mylar Plot Prints	-	1.95 per S.F.
Mileage	-	IRS allowed Rate

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, June 17, 2013**

AGENDA ITEM #7E

ITEM: **Hampton Lakes 2nd Addition Phase 2 Petitions and Resolutions of Advisability**

BACKGROUND:

The developer for Hampton Lakes 2nd Addition Phase 2 has submitted petitions for improvements as follows:

Water Distribution	\$	25,000
Paving	\$	89,000
Sanitary Sewer	\$	<u>35,000</u>
	\$	149,000

FINANCIAL CONSIDERATIONS:

The total for all improvements is \$149,000. These projects are included in the Revised 2013 Funding Plan that was presented earlier in the meeting.

LEGAL CONSIDERATIONS:

Bond Counsel reviewed the petitions and prepared the resolutions of advisability and approves them as to form.

RECOMMENDATION/ACTION:

- 1) Accept the petitions for Hampton Lakes 2nd Addition Phase 2 in the total amount of \$149,000.

- 2) Adopt the Resolutions of Advisability for Hampton Lakes 2nd Addition Phase 2.

WATER DISTRIBUTION SYSTEM PETITION
Phase 2

RECEIVED

JUN 03 2010

CITY CLERKS OFFICE

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

HAMPTON LAKES SECOND ADDITION
Lots 4 through 17, Block 1;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Twenty Five Thousand Dollars (\$25,000.00) exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2010.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Maize incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Maize to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

Hampton Lakes Second Addition – Water Phase 2 Petition
GJA/cw 09578

Page 1

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 4 through 17, Block 1; Hampton Lakes Second Addition shall each pay 1/14 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

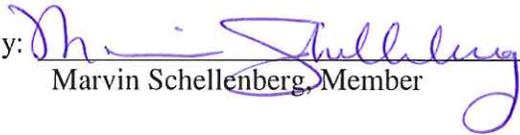
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

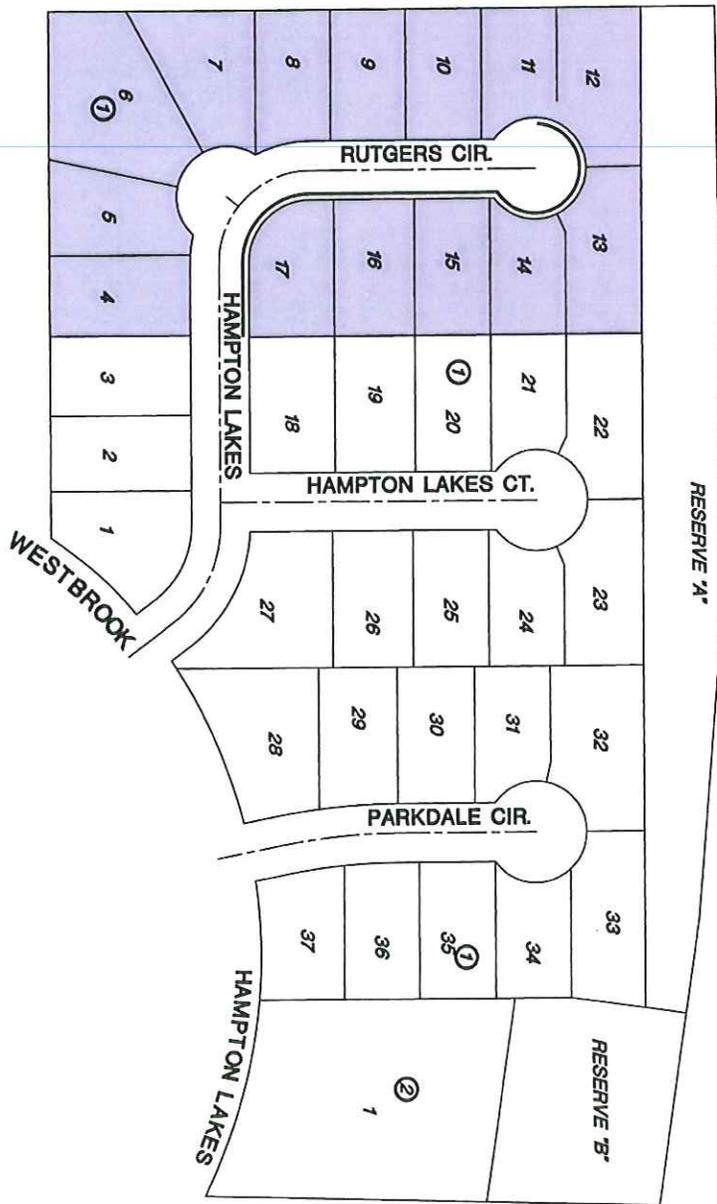
LEGAL DESCRIPTION	SIGNATURE	DATE
<u>HAMPTON LAKES SECOND ADDITION</u> Lots 4 through 17, Block 1; Hampton Lakes Second Addition, an addition to Maize, Sedgwick County, Kansas.	HAMPTON LAKES, LLC A Kansas Limited Liability Company	

By:  5-20-10
Marvin Schellenberg, Member

**HAMPTON LAKES SECOND ADDITION
WATER DISTRIBUTION SYSTEM PETITION
PHASE 2
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" Valves	2	EA	\$ 1,000.00		\$ 2,000.00
8" WL	495	LF	\$ 17.00		\$ 8,415.00
Connection to Exist WL	1	EA	\$ 2,200.00		\$ 2,200.00
Hydrants	1	EA	\$ 3,000.00		\$ 3,000.00
Relocate Hydrant	1	EA	\$ 1,200.00		\$ 1,200.00
				Contingencies @ 10% +/-	\$ 1,681.50
				Construction Total	\$ 18,496.50
				35% Engineering, Administration, Etc.	\$ 6,473.78
				TOTAL	\$ 24,970.28

For Petition Use \$25,000.00



K-254



NORTH

Hampton Lakes 2nd Addition
 PROJECT NAME
 Water Distribution System #2
 DESIGN TITLE
 G/A C/W
 REVIEW DRAWN
 MA May 2013
 CHECKED BY: [Signature]
 09578 [Signature]
 JOB NO. 111
 SHEET NO. 111

MIKEC
ENGINEERING
CONSULTANTS
 1111 W. 11th St.
 Wichita, KS 67203
 316 - 944 - 7600

Maize City Council Meeting

PAVING PETITION
Rutgers Circle Phase 2

RECEIVED

JUN 03 2010

CITY CLERKS OFFICE

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

HAMPTON LAKES SECOND ADDITION

Lots 4 through 17, Block 1;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on Hampton Lakes and Rutgers Circle from the west line of Lots 3 and 18, Block 1, serving Lots 4 through 17, Block 1. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement is Eighty Nine Thousand Dollars (\$89,000.00) exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2010.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Maize incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Maize to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

Hampton Lakes Second Addition – Paving Rutgers Circle Ph 2

GJA/cw 09578

Page 1

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 4 through 17, Block 1; Hampton Lakes Second Addition shall each pay 1/14 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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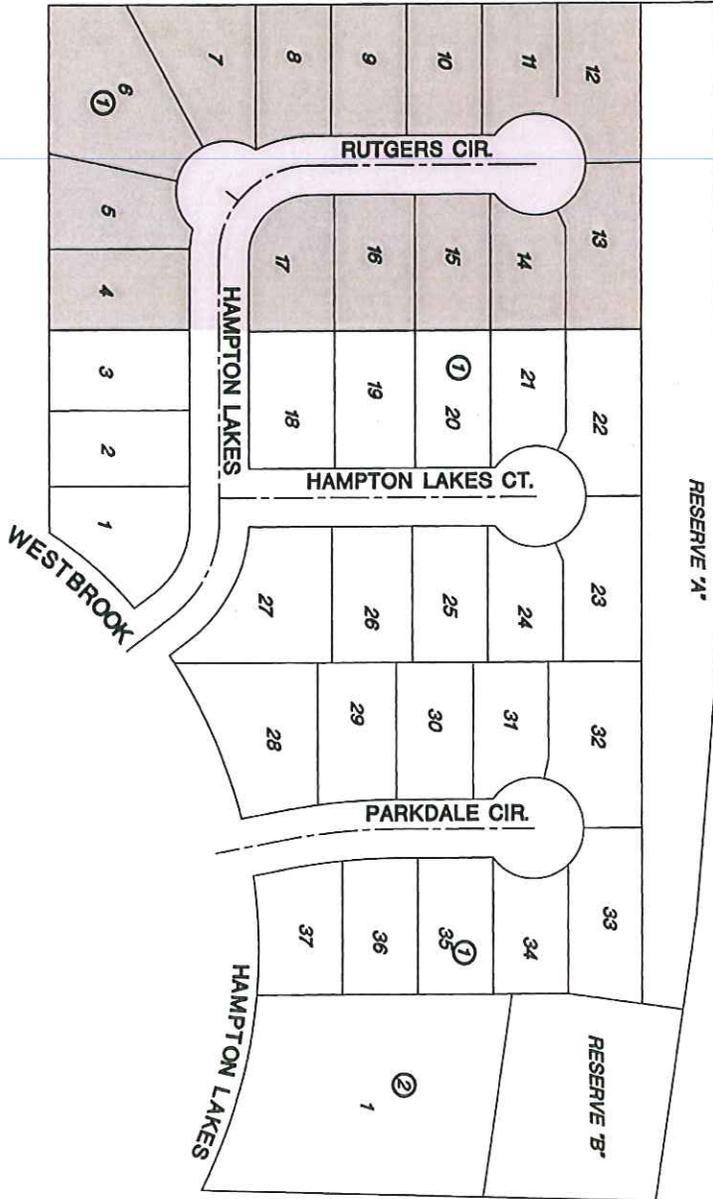
HAMPTON LAKES SECOND ADDITION Lots 4 through 17, Block 1; Hampton Lakes Second Addition, an addition to Maize, Sedgwick County, Kansas.	HAMPTON LAKES, LLC A Kansas Limited Liability Company	
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By:  5-20-10
Marvin Schellenberg, Member

**HAMPTON LAKES SECOND ADDITION
PAVING PETITION
RUTGERS CIRCLE PHASE 2
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
AC Pavement	1600	SY	\$ 20.00		\$ 32,000.00
Comb Curb and Gutter	1020	LF	\$ 12.00		\$ 12,240.00
Base Coarse	2000	SY	\$ 8.00		\$ 16,000.00
				Contingencies @ 10% +/-	\$ 6,024.00
				Construction Total	\$ 66,264.00
				35% Engineering, Administration, Etc.	\$ 23,192.40
				TOTAL	\$ 89,456.40

For Petition Use \$89,000.00



K-254



NORTH

Hampton Lakes 2nd Addition
PROJECT NAME

Planning #12

DESIGN TITLE

CHA

DESIGN

MA

CHECKED BY

DATE

05/20

1/1

JOB NO.

11871/07



MIKEC
ENGINEERING
CONSULTANTS

1100 N. 15th St.
Wichita, KS 67202
316-261-9400

SANITARY SEWER PETITION

Phase 2

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

RECEIVED
JUN 03 2010
CITY CLERKS OFFICE

HAMPTON LAKES SECOND ADDITION

Lots 8 through 12, Block 1;

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Thirty Five Thousand Dollars (\$35,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2010.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Maize incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Maize to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The

fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 8 through 12, Block 1; Hampton Lakes Second Addition shall each pay 1/5 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

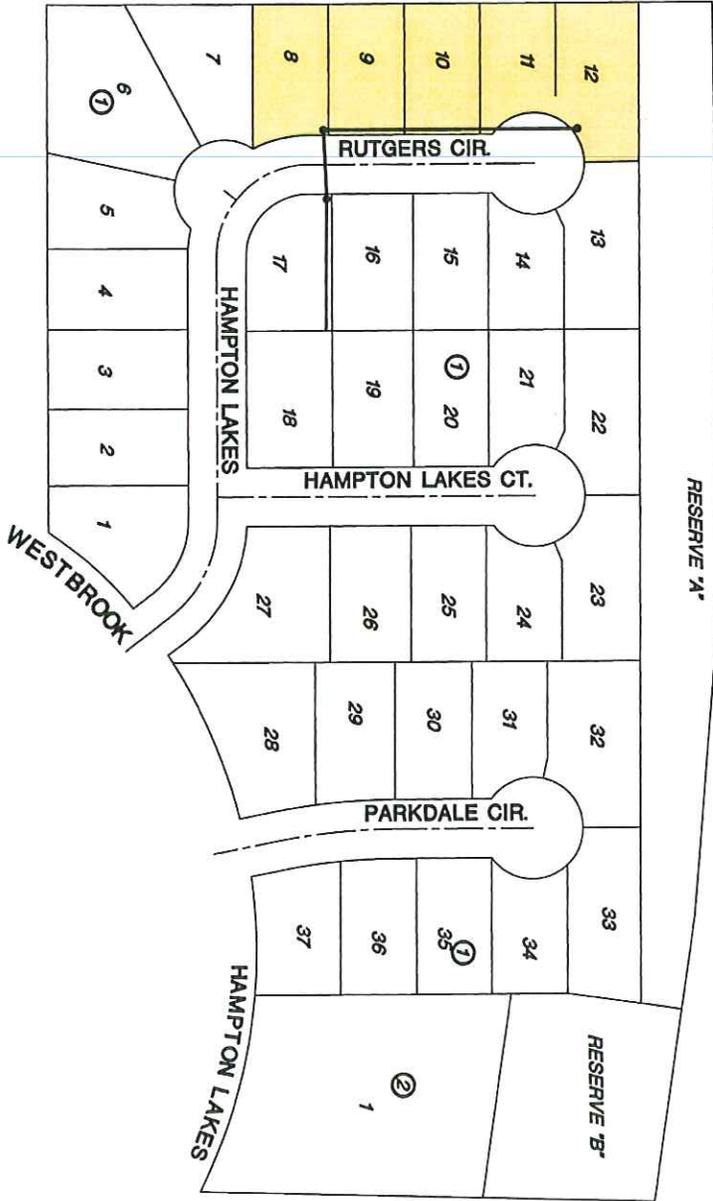
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>HAMPTON LAKES SECOND ADDITION</u> Lots 8 through 12, Block 1; Hampton Lakes Second Addition, an addition to Maize, Sedgwick County, Kansas.	HAMPTON LAKES, LLC A Kansas Limited Liability Company	

By:  5-20-10
Marvin Schellenberg, Member

**HAMPTON LAKES SECOND ADDITION
SANITARY SEWER PETITION
PHASE 2
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" SS	500	LF	\$ 20.00		\$ 10,000.00
Flowable Fill	90	LF	\$ 50.00		\$ 4,500.00
Manholes	3	EA	\$ 3,000.00		\$ 9,000.00
				Contingencies @ 10% +/-	\$ 2,350.00
				Construction Total	\$ 25,850.00
				35% Engineering, Administration, Etc.	\$ 9,047.50
				TOTAL	\$ 34,897.50
For Petition Use \$35,000.00					



K-254

NORTH



Hampton Lakes 2nd Addition
PROJECT NAME

Sanitary Sewer Phase 2
DESIGN TITLE

CIA
DESIGNER

197000 977
DATE

1/1
CHECKED BY

09/27/10
JOB NO.

INTEGRITY

Maize City Council Meeting



**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF MAIZE, KANSAS
HELD ON JUNE 17, 2013**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/HAMPTON LAKES SECOND ADDITION).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Maize, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

NOTE: To be recorded with the Register of Deeds of Sedgwick County, Kansas

(Published in *The Clarion*, on June 20, 2013)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/HAMPTON LAKES SECOND ADDITION).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Maize, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by all of the owners of record of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the improvement district described herein (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$25,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 4 through 17, Block 1, Hampton Lakes Second Addition to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (14 lots).

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on June 17, 2013.

(SEAL)

Mayor
Print Name: Clair Donnelly

ATTEST:

Clerk
Print Name: Jocelyn Reid

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on June 17, 2013 as the same appears of record in my office.

DATED: June 17, 2013.

Clerk
Print Name: Jocelyn Reid

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF MAIZE, KANSAS
HELD ON JUNE 17, 2013**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/HAMPTON LAKES SECOND ADDITION).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Maize, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

NOTE: To be recorded with the Register of Deeds of Sedgwick County, Kansas

(Published in *The Clarion*, on June 20, 2013)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/HAMPTON LAKES SECOND ADDITION).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Maize, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Paving on Hampton Lakes and Rutgers Circle from the west line of Lots 3 and 18, Block 1, serving Lots 4 through 17, Block 1. (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$89,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 4 through 17, Block 1, Hampton Lakes Second Addition to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (14 lots).

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on June 17, 2013.

(SEAL)

Mayor
Print Name: Clair Donnelly

ATTEST:

Clerk
Print Name: Jocelyn Reid

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on June 17, 2013 as the same appears of record in my office.

DATED: June 17, 2013.

Clerk
Print Name: Jocelyn Reid

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF MAIZE, KANSAS
HELD ON JUNE 17, 2013**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/HAMPTON LAKES SECOND ADDITION).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Maize, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

NOTE: To be recorded with the Register of Deeds of Sedgwick County, Kansas

(Published in *The Clarion*, on June 20, 2013)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/HAMPTON LAKES SECOND ADDITION).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Maize, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by all of the owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer to serve the improvement district described herein. (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$35000[, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution].

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 8 through 12, Block 1, Hampton Lakes Second Addition to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (5 lots).

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on June 17, 2013.

(SEAL)

Mayor
Print Name: Clair Donnelly

ATTEST:

Clerk
Print Name: Jocelyn Reid

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on June 17, 2013 as the same appears of record in my office.

DATED: June 17, 2013.

Clerk
Print Name: Jocelyn Reid

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, June 17, 2013**

AGENDA ITEM #7F

ITEM: Hampton Lakes 2nd Addition Phase II Engineering Contract

BACKGROUND:

The developer for Hampton Lakes 2nd Addition Phase II is ready to start improvements. A contract from MKEC for engineering services is presented to Council for consideration.

Petitions and resolutions for this addition were approved earlier in this meeting.

FINANCIAL CONSIDERATIONS:

The cost is \$11,100 for design services and \$13,250 for construction administration.

This project is included in the Revised 2013 Project Funding plan presented earlier.

LEGAL CONSIDERATIONS:

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

RECOMMENDED ACTION:

Approve the MKEC contract in the amounts not to exceed \$11,100 for design and not to exceed \$13,250 for construction administration and authorize the Mayor to sign.

CONTRACT FOR ENGINEERING SERVICES

BETWEEN

THE CITY OF MAIZE, KANSAS

AND

MKEC ENGINEERING CONSULTANTS, INC.

411 NORTH WEBB ROAD

WICHITA, KANSAS 67206

HAMPTON LAKES SECOND ADDITION

This Contract, made this ____ day of _____, 2013, by and between THE CITY OF MAIZE, KANSAS, party of the first part, hereinafter called the "CITY," and MKEC ENGINEERING CONSULTANTS, INC., Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT."

WITNESSETH:

WHEREAS, the CITY intends to construct:

Street Paving Phase 2 and Water Distribution System Phase 2 to serve the following property: Lots 4 through 17, Block 1, Hampton Lakes Second Addition; and Sanitary Sewer Phase 2 to serve the following property: Lots 8 through 12, Block 1, Hampton Lakes Second Addition. MKEC Engineering Consultants, Inc., Project No. 09578.

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

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

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

I. SCOPE OF SERVICES

The CONSULTANT shall furnish technical and professional services as required for designing and constructing storm sewers, sanitary sewers, water distribution systems, and paving, in HAMPTON LAKES SECOND ADDITION, Maize, Kansas, and to perform the PROJECT as outlined in the Scope of Services set forth in Attachment "A" hereto and incorporated by reference herein as though fully set forth herein.

II. IN ADDITION, THE CONSULTANT AGREES:

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

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

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

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

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

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

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

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

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

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

K. To procure and maintain such insurance as will protect CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Contract and for which CONSULTANT is legally liable. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$50,000.00. In addition, a workers' compensation and employer's liability policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the workers' compensation law. The liability limit shall be not less than the statutory

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

L. (1) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (2) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (3) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (4) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (5) that a failure to comply with the reporting requirements of (3) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the CITY; (6) if it is determined that the CONSULTANT has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the CITY. Parties to this Contract understand that the provisions of this paragraph (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such Contract or whose contracts with the CITY cumulatively total \$5,000.00 or less during the fiscal year.

III. THE CITY AGREES:

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

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

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

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

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

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

IV. PAYMENT PROVISIONS

A. Payment to the CONSULTANT for the Phase I engineering services required by this Contract shall be paid in a onetime lump sum fee amount upon completion of the Phase 1 services as specified below:

Paving Phase 2	\$6,600.00
Water Distribution System Phase 2	\$1,900.00
Sanitary Sewer Phase 2	\$2,600.00
TOTAL	\$11,100.00

B. Payment to the CONSULTANT for the Phase II construction services required by this Contract shall be billed hourly, in a not-to-exceed amount as specified below. The hourly rates for MKEC officers and employees who will provide Phase II services are set forth in Attachment B hereto.

Paving Phase 2	\$7,950.00
Water Distribution System Phase 2	\$2,200.00
Sanitary Sewer Phase 2	\$3,100.00
TOTAL	\$13,250.00

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

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. The right is reserved to the CITY to terminate this Contract at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT's inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Contract, but in no case shall payment be more than the CONSULTANT's actual costs plus overhead unless the PROJECT is abandoned by the CITY or indefinitely postponed by the CITY then in addition to actual costs plus overhead the CONSULTANT shall be paid actual cost plus overhead, plus 10% profit. The CITY will not be deemed to have abandoned or postponed the project if such is the results of a request from the developer of the WATERCRESS VILLAGE THIRD Addition project that the PROJECT be abandoned or postponed. For purposes of this Section V, A. overhead shall be calculated at a factor of 1.465 of actual costs.

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

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

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

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

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

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

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

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

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

ATTESTED TO:

CITY OF MAIZE, KANSAS

Jocelyn Reid, City Clerk

By: _____
Clair Donnelly, Mayor

ATTESTED TO:

MKEC ENGINEERING CONSULTANTS, INC.

Cynthia A. Womack

By: _____
Gregory J. Allison

Title: Vice President

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City. Engineering plans shall be prepared in ink on standard 22" x 36" sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. **Field Surveys.** Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. **Soils and Foundation Investigations.** The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City.
3. **Review Preliminary Design Concepts.** Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. **Prepare engineering plans, plan quantities and supplemental specifications as required.** Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's approved standard specifications. Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. **Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions.** ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. **Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility.** ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. **Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.**
8. **All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY.** When applicable, this coordinate information will be used by the CITY for construction staking purposes.

6. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the storm sewer improvements by 120 days from notice to proceed.
 - b. Plan Development for the sanitary sewer improvements by 120 days from notice to proceed.
 - c. Plan Development for the water distribution system improvements by 120 days from notice to proceed.
 - d. Plan Development for the paving improvements by 120 days from notice to proceed.

B. PHASE II – CONSTRUCTION

1. Staking and Construction Engineering as per the City of Maize Standard Construction Engineering Practices.
2. As-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. ENGINEER will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.

ATTACHMENT B

MKEC Engineering

HOURLY RATE SCHEDULE - 2013

Principal/Project Manager	-	125.00
Senior Engineer	-	115.00
Engineer Level I	-	95.00
Engineer Level II/Senior Technician	-	85.00
Secretary	-	47.50
Survey Team/2 Man	-	130.00
Survey/GPS	-	130.00
Survey/Leica	-	295.00
RLS	-	85.00
Inspector	-	85.00
Technician I	-	75.00
Technician II	-	55.00

EXPENSES:

Xerox Copies	-	Current Market Rates
Plot Prints	-	0.85 per S.F.
Color/Mylar Plot Prints	-	1.95 per S.F.
Mileage	-	IRS allowed Rate

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, June 17, 2013**

AGENDA ITEM #7G

ITEM: Equity Bank Agreement

BACKGROUND:

Council members have received information regarding the settlement agreement with Equity Bank. (See attached copy.)

In summary, the City contracted with Dennis Keegan to negotiate with various property owners to acquire right-of-way for the Maize Road project. It was his responsibility to conduct the due diligence and determine where the money was to be paid.

In the case of the Kennedy property (Old Country Store), the money was paid to the owner of the property when it should have been paid to Equity Bank. As a result the City was named in a suit to recover the money.

This agreement has been worked out with the Equity Bank. It removes the City from further action and establishes a maximum amount that the City might have to pay.

If the City were to suffer any monetary loss as a result of this action, Mr. Keegan has been notified the City will seek to claim a like amount from him. (See attached letter.)

FINANCIAL CONSIDERATIONS:

The maximum amount the City might be required to pay is \$18,300.

This amount may be reduced depending on valuation figures as a result of the improvements to Maize Road.

LEGAL CONSIDERATIONS:

The City Attorney approves the agreement as to form.

RECOMMENDATION:

Approve the Equity Bank Settlement Agreement and authorize the Mayor to sign.

**SETTLEMENT AGREEMENT BETWEEN
EQUITY BANK AND CITY OF MAIZE, KANSAS**

This Settlement Agreement is entered into by and between Equity Bank (hereinafter “Bank”) and the City of Maize, Kansas (hereinafter “City”).

WHEREAS, Bank is the plaintiff in a case entitled *Equity Bank, N.A. v. Walthers, et al.*, Sedgwick County Case No. 12 CV 2980 (“Case”) concerning real property and improvements commonly known as 5203 N. Maize Road (“Premises”);

WHEREAS, City is a defendant in the above-referenced case; and

WHEREAS, Bank and City wish to resolve all issues between these parties regarding the Case by this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. City shall pay to Bank, within 10 days of Bank’s written notification, the Bank’s Deficiency Amount (as defined below); however, the Deficiency Amount shall not under any circumstances exceed the sum of \$18,300.00.

2. The Deficiency Amount shall be defined for purposes of this Agreement as the amount of the Bank’s future judgment against David D. Walthers in the Case minus the Net Sales Amount from the Premises. The Net Sales Amount shall either be: A) the amount of net proceeds from the Sheriff’s Sale in the Case paid by a third party or B) the net sales proceeds of the Premises sold by the Bank if the Bank is the successful bidder at the Sheriff’s Sale and ultimately receives a Sheriff’s Deed for the Premises. Any redemption of the property shall be deemed as a sale to a third party. However, Bank may transfer or assign the

Premises to a related entity for purposes of holding the Premises pending sale which sale be treated for purposes of this Agreement as still being owned by Bank.

3. In the event that the Bank is required to initiate litigation to recover the Deficiency Amount from the City, the Bank shall also be entitled to its reasonable attorney's fees and costs of collection.

4. The Bank agrees that it shall forebear any legal action against the City regarding the Premises other than in conformity with this Agreement.

5. The Bank further agrees that it shall dismiss its claims against the City in the Case with prejudice and that the sale of the Premises by Sheriff's Sale or otherwise as described in paragraph 2 above shall acknowledge and be subject to the City's street right-of-way recorded with the Sedgwick County Register of Deeds on October 28, 2011, and the City's drainage easement recorded on February 9, 2012.

EQUITY BANK

By _____

CITY OF MAIZE

By _____

Mayor

ATTEST:

By _____

City Clerk

APPROVED AS TO FORM:

By _____
Thomas Powell, City Attorney



May 21, 2013

Dennis Keegan
5401 SE Shawnee Heights Road
Tecumseh, Kansas 66542

Re: Notice of Potential Claim (City of Maize, Kansas)

Dear Mr. Keegan:

This is to advise of a potential claim that the City of Maize, Kansas (the "City") may have against you. This potential claim arises from acquisition services that you provided to the City under an agreement between the City and you that is dated October 27, 2010.

One of the duties under the agreement was to acquire title to tracts of land needed by the City in connection with the improvement of Maize Road. One of the tracts of land to which title was acquired was the Kennedy tract. After the Kennedy tract was acquired, the City received a demand from a mortgage company that advised that the City had not obtained a release of the mortgage against the Kennedy property when the City acquired a deed of the land from the owner. The mortgage company advised that it was going to foreclose on the Kennedy property and that the mortgage foreclosure would prevail over the easement that the City acquired from the owner. The mortgage company went on to demand that the City pay the mortgage company the sum of \$18,300.00, the amount that was paid to the owner. The mortgage company also advised that upon payment of \$18,300.00 by the City, it would give the City a release from the mortgage company.

The mortgage company then filed a foreclosure action. The City was named a defendant in the foreclosure action. At this point the City and the mortgage company have agreed in concept to a settlement. This settlement has not formally been entered into, but will be shortly. Under the settlement, the City will be responsible for paying the deficit amount up to \$18,300.00, which will be the difference between the amount of the outstanding mortgage plus certain costs the mortgage company has and will incur as a result of the mortgage foreclosure action. For example, hypothetically, the outstanding mortgage plus costs equal \$150,000.00; the mortgage company realizes \$140,000.00 from a sale of the land in the foreclosure proceedings; the City would then be obligated to pay the mortgage company \$10,000.00. The City will not be obligated to pay the mortgage company anything if it receives from the foreclosure action an amount that exceeds the amount of the outstanding mortgage plus certain costs.

The defense of the foreclosure claim is being paid by insurance. The City has a \$2,000.00 deductible, which means the City is responsible for paying the first \$2,000.00 of attorney fees. The insurance company will pay attorney fees that exceed \$2,000.00. The City will look to you to reimburse the City for the \$2,000.00 of attorney fees it will pay. If the insurance company requests it, the City will subrogate to the insurance company the right to sue you for recovery of attorney fees incurred and paid by the insurance company in

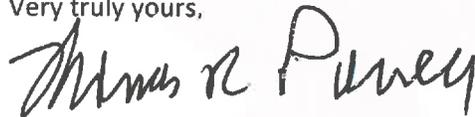
Dennis Keegan
Page 2 of 2
May 21, 2013

defending the City in the foreclosure action.

In summary, the purpose of this letter is to advise you of potential claims that will arise from damages that the City will sustain as a result of your failure to obtain a release from the mortgage company on the Kennedy property, which include the amount up to \$18,300.00 plus the \$2,000.00 for attorney fees. In addition, this letter is to inform you that the City will, if requested, subrogate its rights to the insurance company for the insurance company to pursue collection of attorney fees from you that the insurance company incurred in defending the City in the foreclosure action.

If you have insurance that covers the types of losses described in this letter, I would suggest that you notify your insurance company that you have received notice of a potential claim.

Very truly yours,



Thomas R. Powell
City Attorney

TRP:tlb

cc: Richard LaMunyon, City Administrator

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, June 17, 2013**

AGENDA ITEM #7H

ITEM: Concealed Carry Law

BACKGROUND:

Kansas approved a new amended conceal carry law effective July 1, 2013. Attached is a concealed carry briefing that was published by the League of Kansas Municipalities that summarizes the key elements of this new law.

Under the law, individuals with a valid “Conceal Carry License” will be allowed to carry a weapon into Maize City Hall, Public Works buildings and the Community building.

The law provides the City can get a “six-month exemption” by requesting it through the Kansas Attorney General’s office. (This has to be done prior to July 1, 2013)

The law further provides a city can still prohibit concealed handguns for a 4-year period if a city does an assessment and from the assessment adopts a security plan for a building. The City of Wichita and Sedgwick County recently completed such an assessment for their main office buildings.

The law will also allow city employees with a valid conceal carry license to carry a weapon at work. If the City also restricts the general public from bringing concealed handguns on to City property, the City may adopt a personnel policy that prohibits City Employees from bringing concealed handguns on to city property. Such a policy does not apply to law enforcement officers.

The Council may choose not to take any action, thus allowing conceal carry at city facilities or the Council may request the six-month exemption. During this time the Council can evaluate the four-year option including an assessment.

FINANCIAL CONSIDERATIONS:

If the City chooses to allow the law to take affect there will be no cost.

If the City chooses to go through the assessment and adopts a security plan for its buildings there would be costs. Actual figures are not available at this time.

LEGAL CONSIDERATIONS:

The City Attorney provided the information regarding the new law and has been in discussions with staff. He will be available for questions at the meeting.

RECOMMENDATION:

- 1) No action required. City would remove no-carry signs from buildings and allow concealed carry in Maize municipal buildings.
- 2) Move to exempt City Hall, 10100 Grady Avenue, Maize Kansas, from the requirements of Section 2(i) of Substitute HB 2052 and direct the Mayor to send a letter to the Attorney General of Kansas that informs the Attorney General that such action has been taken by the governing body.



Concealed Carry Briefing

The Legislature passed and Governor Brownback signed HB 2052 which authorizes the carrying of concealed weapons in state and municipal buildings. The following is a summary of the key elements of that bill.

Effective Date: July 1, 2013. However, if your city would like time to assess your buildings and make specific determinations, you can simply send a letter to the Attorney General and local law enforcement. In that case, you will have until January 1, 2014 to make such determinations. While there is no deadline specified regarding the submission of this letter, you must do so by July 1, 2013, in order to prevent the law from going into effect in your city. A sample letter can be found at <http://www.lkm.org/legislative/briefings/concealedcarry/exemption2052letter.doc>.

Applies to: The State (with certain exceptions) and municipalities. It does not include school districts.

Possible Outcomes: Under the provisions of this bill, cities will have the following choices:

1. Remove your no-carry signs and allow concealed carry in your municipal buildings;
2. Provide metal detectors or wands and personnel at each public entrance. Cities can then post the building as no-carry.
3. Assess your buildings and establish a security plan for the buildings. In this case, the buildings will be eligible for a 4-year exemption from the law. The City of Wichita and Sedgwick County recently completed such an assessment. The League is working with Wichita to create a link to their assessment plan and hope to have that available to share next week.

Liability: Public entities will be exempted from liability for the actions or omissions of concealed carry permit holders if:

1. The entity provides door security and posts the building as no-carry **or**
2. The entity allows concealed carry in their buildings.

Exemption: The Legislature has provided for a 4-year exemption if the public entity establishes a security plan and adopts a resolution to exempt certain buildings from the requirements of the act. Such resolution shall include the following statement: "A security plan has been developed for the building being exempted which supplies adequate security to the occupants of the building and merits the prohibition of the carrying of a concealed handgun as authorized by the personal and family protection act." The security plan may be developed by the police chief.

A copy of the security plan shall be maintained on file. Notice of the exemption, together with the resolution, shall be sent to the Kansas Attorney General and to the law enforcement agency of local jurisdiction. Security plans are not subject to KORA.

Employees: Cities may restrict or prohibit the carrying of concealed handguns by their employees while on their premises or while engaged in their official duties if the city does so through their personnel policies. Failure to adopt such restrictions in personnel policies will allow public employees to carry concealed handguns in public buildings and while engaged in their duties.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, JUNE 17, 2013**

AGENDA ITEM 8A

ITEM: Approval of amendments to City of Maize Sign Code

BACKGROUND:

After a series of public hearings and workshops the Planning Commission has completed their review of the proposed amendments to the Sign Code.

At their June 6th meeting, the Planning Commission completed their final review of the Sign Code and voted unanimously to recommend approval of the Sign Code to the City Council in the form attached.

There were two changes:

- 1) Under 12A-209b the following wording was added, “This provision (12A-209) shall not apply to billboard signs“
- 2) When approved by the Planning Commission pole signs will be permitted in Industrial and CUP zoning areas on a case-by-case basis.

FINANCIAL CONSIDERATIONS:

None.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed the Sign Code document and approves as to form.

If approved by Council the City attorney will prepare the ordinance for Mayor’s signature and a summary for publication.

RECOMMENDATION/ACTION:

Adopt the ordinance and authorize the Mayor to sign.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, CREATING CHAPTER 12A OF THE CODE OF THE CITY OF MAIZE, KANSAS, RELATING TO REGULATION OF SIGNS WITHIN THE CORPORATE LIMITS OF THE CITY OF MAIZE, KANSAS.

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

SECTION 1. Chapter 12A added. There is hereby added to the Code of the City of Maize, Kansas, Chapter 12A entitled "Signs," which shall read as follows:

CHAPTER 12A. SIGNS.

ARTICLE 1. GENERAL PROVISIONS.

12A-101. GENERAL PURPOSE. It is the intent and purpose of this Article to:

- (a) Recognize that signs are a necessary means of useful communication for the convenience of the public.
- (b) Maximize the value of commercial signage as a means of locating and identifying commercial establishments providing goods and services.
- (c) Protect, preserve and enhance the aesthetic character of the City of Maize, and thereby encourage the continued development within the City.
- (d) Ensure that signage does not obscure the architectural and natural features of the City, and is of a scale and proportion compatible with the aesthetic character of the City.
- (e) Protect the public from hazardous conditions that can result from signs which are structurally unsafe, obscure the vision of motorists, create dangers to pedestrian traffic, or compete or conflict with necessary traffic signals and warning signs.
- (f) Promote an overall visual effect which has a minimum of clutter.
- (g) Eliminate distracting lighting and excessive glare by reasonably limiting the illumination of signs to subdued, adequately shielded or concealed light sources.
- (h) Assure that signs are promptly removed once the business, service or other activity advertised is no longer provided.

12A-102. AMENDMENTS. Any amendments to the Sign Code Ordinance shall be forwarded to the Maize City Planning Commission for their review and comment.

12A-103. DEFINITIONS. As used in this **Chapter 12A**, the following words shall have the following meanings. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used.

- (a) **Abandoned sign.** Any sign remaining in place which for a period of one hundred and eighty (180) days or more which no longer advertises or identifies an ongoing business, product, service, idea or commercial activity located on the site.
- (b) **Architectural feature** means a prominent or characteristic part of a building, including but not limited to windows, columns, marquees or fascia.
- (c) **Art** means things that have form and beauty, including paintings, sculptures or drawings.
- (d) **Attention-getting device** means any flag; streamer; spinner; pennant; light; balloon; continuous string of pennants, flag, *inflatables, wind flags, flying signs, blimps* or fringe; or similar device or ornamentation used primarily for the purpose of attracting attention for promotion or advertising a business or commercial activity which is visible by the general public from any public right-of-way.
- (e) **Awning** means a roof-like cover extending over or in front of an opening, such as a window or door, intended to provide shelter from the elements. An *awning* may be made of any material compatible with the design of the building.
- (f) **Backlit sign** means an indirect source of light which illuminates a sign by shining through a translucent surface of a sign, including plastic signs, lit from an internal light source.
- (g) **Banner** means any advertisement device affixed to building or fence belonging to business which is located outdoors and which is primarily intended to announce or promote a civic event, grand opening, sale or which serves as a decoration for special holidays.
- (h) **Billboard** means a permanent structure sign which meets any one or more of the following criteria: a) it is used for the display of off-premise commercial messages; b) it is used for general advertising for hire; c) it functions economically and operationally independent from the

principal use of the land on which it is located, in contrast to functioning as an accessory or auxiliary to a principle use which is not a sign.

~~(h)~~(i) **Building frontage** means the width of a building facing a street public accessway or City right-of-way. In the case of a corner lot or lot bounded on more than two (2) sides by public rights-of-way, the building frontage may be either or any of the street frontages, but not more than one (1) frontage. Where more than one (1) side of a building faces a street, the side classified as the building frontage may be chosen by the property owner. EXCEPTIONS: When a place of business has an entrance on either side of building for the public to enter (business is a block long or more) then both could be considered having frontage and therefore have signs allowed per frontage and zoning.

~~(i)~~(j) **Building Sign** means an on-site sign attached to or painted onto a wall, awning, canopy, building or structure or that is attached to, but not painted on a roof structure or roof surface, the height of which shall not exceed the height of the roof or wall parapet, or of any of the following:

- (1) The highest point of the coping of a flat roof;
- (2) The deck line of a mansard roof;
- (3) The average height between the eaves and ridge line of a gable, hip or gambrel roof or three (3) feet above the finished roof deck if the average height of a gable, hip or gambrel roof is less than three (3) feet above the bottom or lowest edge of the roofline; EXCEPT that a building or structure that was constructed prior to this code being adopted, that does not have an area at least three (3) feet tall and twenty (20) feet wide above an unglazed portion of the building elevation, the bottom of which is at least seven (7) feet above grade, may have a building sign which shall not exceed four feet, six inches (4'6") above the roof or parapet.
- (4) Does not include window signs

~~(j)~~(k) **Bus bench sign** means a sign drawn, painted, printed or otherwise affixed to a bench, such as at a bus stop.

~~(k)~~(l) **Bus shelter sign** means advertising signs mounted to bus shelters in the right-of-way or on private properties.

~~(l)~~(m) **Calendar quarter** means three (3) month periods of time during the year. January, February and March consist of the first calendar quarter; April, May and June, the second; July, August and September, the third; and October, November and December, the fourth.

~~(m)~~(n) **Changeable copy sign (automatic)** means a sign on which the copy changes automatically, such as electrical or electronic time and temperature units. A sign whose informational content can be changed or altered by manual or electric, electro-mechanical or electronic means. Changeable signs include the following types:

(1) Manually Activated: Signs whose alphabetic, pictographic, or symbolic informational content can be changed or altered by manual means.

(2) Electrically Activated: Signs whose alphabetic, pictographic, or symbolic informational content can be changed or altered on a fixed display surface composed of electrically illuminated or mechanically driven changeable segments. Includes the following two types:

(A) Fixed Message Electronic Signs: Signs whose basic informational content has been pre-programmed to include only certain types of information projections, such as time, temperature, predictable traffic conditions or other events subject to prior programming.

(B) Computer controlled variable message electronic signs: Signs whose information content can be changed or altered by means of computer-driven electronic impulses. A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy or display. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix, and also enable changes to be made to messages from location other than at the sign.

~~(n)~~(o) **Civic event** means any type of race, parade, show, competition, entertainment or community activity to which the general public is invited, either expressly or by implication.

~~(o)~~(p) **Commercial balloon sign** means an on-site, temporary sign that is inflated and exceeds five (5) square feet in area, designed to advertise a specific product or service sold, produced or conducted on the premises on which advertising copy, logos, symbols or emblems may or may not be printed, painted or attached. Commercial balloons may be tethered or mounted to a structure or on the ground.

- ~~(p)~~(q) **Community information board** means a sign used to publicize community-wide events.
- ~~(q)~~(r) **Copy** means any graphic, letter, numeral, symbol, insignia, text, sample, model, device or combination thereof which is primarily intended to advertise, identify or notify.
- ~~(r)~~(s) **Construction sign** means a temporary sign identifying an architect, contractor, financier, subcontractor, and/or material supplier participating in construction on the property on which the sign is located.
- ~~(s)~~(t) **Corner lot** means a lot bounded on two (2) sides by streets which intersect with each other.
- ~~(t)~~(u) **Directional sign** means a temporary, non-illuminated sign used to provide assistance in locating a civic event.
- ~~(u)~~(v) **Directory sign** means a sign that serves as a common or collective identification of two (2) or more uses on the same property and which may contain a directory to the uses as an integral part thereof, or may serve as a general identification for such developments as shopping centers, industrial parks and similar uses.
- ~~(v)~~(w) **Electronic message sign** means a variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix, and also enable changes to be made to messages from locations other than at the sign. Electronic message signs shall be classified as animated, flashing or moving signs when the rate of copy and/or graphic changes is more than one change per second.
- ~~(w)~~(x) **Flashing sign** means a sign with intermittent or flashing light source. Generally, the sign's message, copy or flashing pattern is constantly repeated.
- ~~(x)~~(y) **Freestanding sign** means a sign that is supported by one (1) or more columns, upright poles or braces extended from the ground or from an object on the ground, or that is erected on the ground where no part of the sign is attached to any part of a building, structure or other sign; the term includes *pole sign*, *monument sign* and *ground sign*.
- ~~(y)~~(z) **Garage sale sign** means the occasional non-business public sale of secondhand household and other goods incidental to household uses by a person or persons from a residential zoning district.
- ~~(z)~~(aa) **Grand opening sign** means a temporary sign intended to advertise the opening or grand opening of the business

located on the parcel. It could be a banner or portable sign.

~~(aa)~~(bb) **Ground sign** means a sign placed upon, or supported by, the ground independently of any building or structure on the property.

~~(bb)~~(cc) **Height of sign** means the vertical distance measured from the highest point of the sign to the natural surface grade beneath the sign. If the sign is a monument sign, the height shall be calculated using the highest point of the sign, regardless of slope.

~~(cc)~~(dd) **Ideological sign** means a sign which does not propose a commercial transaction, but instead, involves only the expression of ideas or beliefs.

~~(dd)~~(ee) **Information sign** means a sign used to indicate or provide information or direction with respect to permitted uses on the property, including but not limited to, signs indicating the hours of operation and such signs as *no smoking, open, closed, restrooms, no solicitors, deliveries in rear*, current credit card signs, trade association emblems and the like.

~~(ee)~~(ff) **Institutional use** means a building, group of buildings or place of confinement or use of an established organization or foundation dedicated to public service, education, or culture, or any church or school.

~~(ff)~~(gg) **Kiosk** means a freestanding structure which may have two (2) or more faces and upon which temporary information and/or posters, notices and announcements are posted.

~~(gg)~~(hh) **Lighting, indirect** means a light source separated from the sign surface which illuminates the sign surface by means of spotlights or similar lighting fixtures.

~~(hh)~~(ii) **Lot** means a portion or parcel of land, including a portion of a platted subdivision, occupied or intended to be occupied by a building or use and its accessories, that is an integral unit of land held under unified ownership in fee or co-tenancy, or under legal control tantamount to such ownership.

~~(ii)~~(jj) **Menu display box** means a freestanding or wall sign enclosed in glass for the express purpose of displaying menus. For purposes of this Article, it shall also mean menus displayed flat against the interior of a window up to four (4) square feet in size.

~~(jj)~~(kk) **Monument sign** means a freestanding sign ~~of not more than ten (10) feet in height~~ that includes an architecturally designed base or column which is constructed of stone, brick, timbers or other similar material, and is designed to

be architecturally compatible with the design of the project.

~~(kk)~~(ll) **Moving sign** means a sign which moves or simulates motion.

~~(ll)~~(mm) **Neon sign** means any sign that is illuminated by tubes filled with neon and related inert gases, including any display of neon lighting tubes which is in view of the general public from a public right-of-way or from any public area, regardless of the shape, size, design or configuration. Neon signs shall not exceed thirty milliamps (30 mA) and the proof is on the sign contractor.

~~(mm)~~(nn) **Off-premises site sign** means a sign which does not advertise a business, merchandise, product, service, or entertainment, activity, organization, event, or place which is sold, produced, manufactured, furnished or available on the property where the sign is located.

(oo) **On-site sign** means a sign advertising an establishment, business, person, activity, goods, product, or service located on the premises where the sign is installed and maintained.

~~(nn)~~(pp) **Outline lighting** means any arrangement or display of incandescent bulbs or lighting tubes used to outline or call attention to the features of a building, including the building's frame, shape, roofline or window dimensions. *Outline lighting* includes both temporary and permanent arrangements of bulbs or lighting tubing, whether located inside or outside of a building if such bulbs or tubing is visible to the public from a public right-of-way or from an outdoor public area.

~~(pp)~~(qq) **Pennants or streamers** means pieces of fabric or flexible material, often multicolored, hung either alone or in a series in order to attract attention to a particular business or event.

~~(qq)~~(rr) **Plane geometric figure** means simple circles, rectangles or triangles.

(ss) **Planning Administrator** means the Planning Administrator or his/her designee

~~(rr)~~(tt) **Pole Sign** means a detached ground sign whose sign face or cabinet is more than two (2) feet above ground level and is supported by poles, pylons or posts.

~~(tt)~~(uu) **Portable sign** means a temporary on-site sign designed in such a manner as to be readily movable and not permanently attached to the property; such as A-frames, trailer signs, signs placed on vehicles, beacon lights and other similar signs.

~~(ss)~~(vv) **Projecting (hanging) sign** means a sign other than a wall sign, which projects eighteen (18) inches or more from and is supported by a wall of a building or structure, or any sign supported by handrails or a deck.

~~(tt)~~(ww) **Public place** means any outdoor place to which the public or a substantial number of the public has legal access, including but not limited to highways, transportation facilities, parks, playgrounds, recreation facilities and the outdoor public common areas and accessways owned by the City.

~~(uu)~~(xx) **Real estate development sign** means a ~~temporary~~ sign used to identify a proposed real estate development and/or the owners, architects, contractors, real estate agents and lenders involved with the development which is either not under construction, but for which a valid City permit has been issued, or is under construction. Sales and lease information may be included on such sign.

~~(vv)~~(yy) **Reflective surface** means any material or device which has the effect of intensifying reflected light, including, but not limited to Scotch lite, Day-Glo, glass beads and luminous paint.

~~(ww)~~(zz) **Residential complex sign** means all hotel, motel, condominium or multi-family project signs.

~~(xx)~~(aaa) **Residential nameplate** means a type of sign allowed for the sole purpose of identifying the inhabitants of a residential structure, the house name or the address of the residence.

~~(yy)~~(bbb) **Roof sign** means a sign painted on the roof of a building, or supported by poles, uprights or braces extending from the roof of a building, or projecting above the roof of a building, but does not include a sign projecting from or attached to a wall.

~~(zz)~~(ccc) **Rotating sign** means a sign that turns or spins on or around a pole or other similar axis point.

~~(aaa)~~(ddd) **Sandwich board sign** means a portable A-frame-type sign with not more than two (2) advertising faces, each face measuring not more than thirty (30) inches in width, thirty-six (36) inches in height, erected on the ground, hinged at the apex and folded into a sandwich position when transported or stored; also commonly referred to as an *A-board sign*.

~~(bbb)~~(eee) **Separate frontage** means a second building frontage, parallel and adjacent to a public right-of-way and on the opposite side of a building's primary frontage, which includes public entrances.

~~(ccc)~~(fff) **Sign** means any medium, including its structure and component parts, including any sign illumination device which is used or intended to be used to attract attention to the subject matter for the purpose of advertising or proposing a commercial transaction and which is visible by the general public from any public right-of-way. *Visible* means capable of being seen, whether or not capable of being read, without visual aid by a person of normal acuity. *Sign area* or *surface area* means the surface area of a sign, as determined by the City, including its facing, copy, insignia, background and borders. The sign area of a wall sign which is composed of individual letters attached to a building, or placed on a raceway attached to a building, shall be the area obtained by measuring the perimeter of each word utilizing a series of straight line geometric figures which enclose the extreme limits of the word. The combined area of all individual words shall be considered the total sign area.

~~(ddd)~~(ggg) **Sign owner** means the permittee with respect to any sign for which a sign permit has been issued; or, with respect to a sign for which no sign permit is required or for which no sign permit has been obtained, *sign owner* means the person entitled to possession of such sign, the owner, occupant and/or agent of the property where the sign is located.

~~(eee)~~(hhh) **Sign structure** means any supports, uprights, braces or framework of a sign.

~~(fff)~~(iii) **Silhouette lighting** means an illuminated reverse channel letter so light from the letter is directed against the surface behind the letter producing a halo lighting effect around the letter; also referred to as *halo lighting* or *backlit lighting*. The sign letters are opaque and appear as a silhouette against the lighted surface.

~~(ggg)~~(jii) **Statuary sign** means any sign which is a modeled or sculptured likeness of a living creature or inanimate object.

~~(hhh)~~(kkk) **Street** means the entire width of every dedicated public way owned or controlled by the City, including the traveled portion thereof known as the roadway, the portion used for sidewalks and the portion between the property line and roadway known as the parkway.

~~(iii)~~(lll) **Structure** means anything which is built or constructed with a fixed location, but does not include utility poles, lines, cable or other transmission or distribution facilities of public utilities.

~~(jjj)~~(mmm) **Subdivision entrance sign** means a sign used to identify the name and entryway to a subdivision.

~~(kkk)~~(nnn) **Temporary sign** means a sign which is intended for a definite and limited period of display and which is not permanently affixed to a structure or sign structure. Such limited time period shall be defined as four (4) times per year, a maximum of fifteen (15) days per occurrence.

~~(lll)~~(ooo) **Temporary window sign** means a window sign which advertises special commercial events or sales. Signs displaying solely product names, product logos or business names, or promoting the ongoing nature of a business and the products sold, shall not be considered as temporary window signs.

~~(mmm)~~(ppp) **Walking sign** means any sign, including sandwich board signs, or lettering on a costume, which is carried or worn by any person and which is visible from a public right-of-way, adjacent property or a public area.

~~(nnn)~~(qqq) **Wall sign** is a type of building sign that is attached to, painted on or erected against the wall of a building or structure, with the exposed face of the sign in a plane parallel to the plane of said wall.

~~(ooo)~~(rrr) **Window** means any single window pane, or a series of adjacent window panes separated by a mullion of twelve (12) inches or less. Adjacent window panes set at different angles shall constitute separate windows regardless of the width of their mullion separation.

~~(ppp)~~(sss) **Window sign** means a sign that is painted on, applied to or attached to a window, including neon signs, but excludes merchandise included in a window display. *Window signs* shall include signs located in the interior of a structure placed so that they serve to effectively display advertising for passersby on any public areas or public rights-of-way, and are located within thirty-six (36) inches of the interior of a window surface, excluding informational material such as hours of operation and emergency contact telephone numbers.

ARTICLE 2. GENERAL SIGN INFORMATION.

12A-201. PERMIT REQUIRED.

- (a) Except as provided in this Article, no person shall erect, construct, enlarge, alter, repair, display, maintain or use a sign, whether temporary or permanent, until a permit for the same has been issued by the Planning Administrator

~~and/or designee~~. Each sign shall require a separate permit fee.

- (b) All persons engaged in the business of hanging or installing signs, including commercial balloon signs, which involves in whole or part the placement, location, erection, construction, reconstruction, remodeling, relocation, alteration, hanging, affixing or creation by painting of such signs shall be licensed with the City of Wichita, Kansas or Sedgwick County, Kansas.
- (c) Temporary portable signs require a decal showing the permit number and expiration date to be affixed to each end of the sign.

12A-202. REVOCATION OF PERMITS. The Planning Administrator ~~and/or designee~~ may revoke any permit under the provisions of this chapter or stop the work or order the removal of any sign for any of the following reasons:

- (a) Whenever there is a violation of any of the provisions of this chapter or any other ordinance relating to signs;
- (b) Whenever the continuance of any work becomes dangerous to life or property;
- (c) Whenever there is any violation of any condition on which the permit was based;
- (d) Whenever, in the opinion of the Planning Administrator ~~and/or designee~~, the person having charge of such work is incompetent;
- (e) Whenever any false statement or misrepresentation has been made on the application on which the issuance of the permit was based;
- (f) Whenever the owner has failed to maintain a sign in conformance with this chapter;
- (g) Whenever the owner has changed the zoning lot to make a sign nonconforming.

12A-203. SIGN PERMIT APPLICATIONS AND FEES.

- (a) APPLICATION FORM. An application for a sign permit shall be made in writing on forms furnished by the City. The application shall contain the following information, and the application and all exhibits shall become the property of the City:
 - (1) Two (2) scale drawings showing details of construction, showing the size, shape, design, colors, materials, lighting and letter styles of all proposed freestanding and wall signs.

- (2) A plot plan of the site indicating the sign location of any freestanding sign.
 - (3) An architectural elevation or a photo depicting the proposed location of the sign on a building if a wall or building sign.
 - (4) Any other maps, drawings or materials needed to adequately describe the sign proposal.
- (b) PERMIT FEE. The fee as set forth in this section shall be paid to the City before any such permit is issued. Every sign, except those signs exempt from these regulations by **12A-205** of this Code, requires a permit. The fees set forth in this section may hereafter be modified by such fee schedule as may be established by resolution of the governing body. Such new or modified fees shall become effective upon publication.
- (1) Permanent Sign Permit Fee.
 - (A) For each permanent sign that is placed, located, erected, constructed, reconstructed, remodeled, relocated, altered, hung, affixed or created by painting, the sign permit fee shall be ~~Twenty five Dollars (\$25.00)~~ Fifty Dollars (\$50) plus ~~Six Dollars (\$6.00)~~ Ten Dollars (\$10) per each ten (10) square feet in gross surface area or fraction thereof.
 - (B) For each existing permanent sign that is altered to increase the area or height of the sign, a sign permit fee of ~~Twenty five Dollars (\$25.00)~~ Fifty Dollars (\$50) plus ~~Six Dollars (\$6.00)~~ Ten Dollars (\$10) per ten (10) square feet of increase in gross surface area of the sign or fraction thereof.
 - (C) For each existing permanent on-site sign of which the copy is altered or changed by painting or replacing sign faces, where no increase in height or area occurs and does not involve structural changes, a sign permit fee of ~~Twenty five Dollars (\$25.00)~~ Fifty Dollars (\$50) shall be paid. This fee shall not apply when a change is made to add an additional face to a single face sign. Further, no permit is required for mere repainting or replacement of a damaged sign face when there is no substantive change or alteration to existing copy and no increase in the height or area of the sign.

- (D) For each sign that is placed, located, erected, constructed, reconstructed, remodeled, relocated, altered, hung, affixed or created by painting without first obtaining a permanent sign permit, the fee shall be twice the amount specified above.
 - (E) If the job is cancelled in writing by the customer, **the City shall refund eighty percent (80%)** to the sign company for the permit; otherwise, the fee is non-refundable.
- (2) Temporary Sign Permit Fees.
- (A) Portable signs shall have a yearly decal from January 1 through December 31. The fee for such permit decal is One Hundred Dollars (\$100.00) and shall comply with size and location for each sign in accordance with **Section 12A-410** of this code. Such permit shall allow display of a temporary sign for a maximum of four (4) times per year, fifteen (15) days per occurrence.
 - (B) See **Article 4** of this code for all other Temporary Signs.
- (c) SIGN PERMIT REVIEW PROCEDURES. Applications for sign permits shall be processed in accordance with the following procedures:
- (1) Submission Requirements. The applicant shall submit the application, all required application materials and the fee to the Planning Administrator ~~and/or designee~~ for the City of Maize to review.
 - (2) Review Criteria. The Planning Administrator ~~and/or designee~~ shall have ten (10) business days after submittal of the complete application to make a decision, at which time he or she may:
 - (A) Approve the application;
 - (B) Deny the application based on the laws established within this **chapter 12A**.
 - (C) Continue or table the application for up to ten (10) additional business days if additional information or study is necessary to make a decision.
 - (3) Any such temporary portable sign for which said permit is obtained shall bear a decal showing the permit number and expiration date of the permit.

(4) No decision of the Planning Administrator ~~and/or designee~~ shall be in conflict with the provisions of this **chapter 12A.**

~~(c)~~(d) The Board of Zoning Appeals is hereby granted authority to authorize in specific cases a variance from the specific terms of this chapter which will not be contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary hardship, and provided that the spirit of this chapter shall be observed, public safety and welfare secured, and substantial justice done. Variances under this chapter shall be granted under the same procedures and conditions as set forth in Article V, Section V-G of the City of Maize Zoning Code.

~~(d)~~(e) Any variance requests must be accompanied by a nonrefundable fee in accordance with Chapter XVI, Section 16-105, Board of Zoning Appeals, of the Code of the City.

12A-204. PERMIT DURATION; INDIVIDUAL SIGNS. A sign for which approval has been granted by the Planning Administrator ~~and/or designee~~ or the Board of Zoning Appeals shall be erected within one hundred eighty (180) days of the approval. Failure to complete placement of a sign within such period shall cause the approval to expire and require the sign owner to obtain a new sign permit before such sign can be erected, unless the sign contractor has asked for and been granted an extension in writing before the permit expires.

12A-205. EXEMPTIONS. Subject to the hereinafter specified conditions and limitations, and provided that the following signs or sign devices are not prohibited by **Section 12A-203**, the following are exempted from the provisions of this Article:

(a) OFFICIAL NOTICES. Official government notices and notices posted by federal, state or local government officers or employees in the performance of their official duties; and government signs to control traffic, identify streets, warn of danger or perform other regulatory purposes.

(b) FLAGS. The flag, pennant or insignia of any nation, organization of nations, state, province, country, city, religious, civic or fraternal organization or educational institution; provided, however, that a permit shall be required when such are used in connection with a commercial promotion or as an advertising device; and

provided further that all such flags are subject to the following limitations:

- (1) Flags and pennants shall not exceed the proportions which have been established by Presidential declaration, to-wit: three (3) feet by five (5) feet when hung from a building, or five (5) feet by seven (7) feet when hung from a flagpole.
 - (2) Flags shall have a minimum clearance of eight (8) feet when they project over public sidewalks and fifteen (15) feet when projecting over streets or roads.
 - (3) A maximum of thirty (30) feet from the top of a flagpole to average grade shall be allowed.
 - (4) Flags, pennants and insignia shall be maintained in a clean and undamaged condition at all times.
 - (5) The display of national flags, pennants and insignia shall be governed by the standard rules of international protocol.
- (c) ART. Works of art not used in connection with a commercial promotion or as an advertising device.
- (d) WARNING SIGNS. Temporary or permanent signs erected by the City, public utility companies or construction companies to warn of danger or hazardous conditions, including signs indicating the presence of underground cables, gas lines or similar devices.
- (e) MERCHANDISE. Merchandise or models of products or services which are incorporated as an integral part of an indoor window display. Merchandise includes photographic window displays of real estate available for sale, lease or rental from a licensed real estate broker.
- (f) SIGNS ON VEHICLES. Signs displayed on motor vehicles or trailers which are being operated or stored in the normal course of business, such as signs indicating the name of the owner or business which are located on delivery trucks, trailers and the like; provided, however, that the primary purpose of such vehicles is not for the display of signs, and provided that such vehicles are parked or stored in areas appropriate to their use as vehicles and in the proper zoning.
- (g) CORNERSTONES. Cornerstones and the like, when carved into stone, concrete, bronze or other permanent material and made an integral part of a building or structure, when they do not exceed four (4) square feet in size.

- (h) HISTORIC PLAQUES. Historic plaques erected by the City or historic agencies designating any areas of historical significance.
- (i) FOR SALE/FOR RENT SIGNS. Any temporary sign used for the purpose of giving notice of the sale or rental of real property may be displayed, provided that said sign does not exceed sixteen (16) square feet in area; AND provided that no more than one (1) such sign for each street frontage may be erected per lot; AND provided that the sign is removed within seven (7) days after the sale or rental of the subject property.
- (j) CHANGE OF COPY. Changing of the advertising copy on a sign specifically designed to permit changes of the copy or message thereof.
- (k) PAINTING, REPAINTING, REPAIR OR CLEANING OF A SIGN. Provided, however, that this exemption shall not apply if the color scheme or design of an existing sign is altered or if such painting or repainting results in a different business being advertised by the sign.
- (l) SIGNS AUTHORIZED BY LAW. Signs required or specifically authorized for a public purpose by any law, statute or ordinance, such as "No Trespassing" signs; provided, however, that no such sign shall be placed in a public right-of-way unless specifically required or authorized by law, statute or ordinance; and, except for warning signs or barricades of a temporary nature, such signs shall be permanently affixed to the ground, a building or other structure. Such signs shall not exceed the minimum number required to accomplish the purpose.
- (m) DIRECTIONAL/INFORMATIONAL SIGNS. Signs containing no advertising, provided that each sign does not exceed six (6) square feet in area, and limited to a total of twelve (12) square feet for any one (1) business. Businesses having more than one (1) public entrance are allowed an additional six (6) square feet of sign area for the display of information signage at the secondary entrance. Any sign over six (6) square feet requires a permit and counts as a wall or building sign.
- (n) POLITICAL SIGNS. Signs, six (6) square feet or less in size, indicating support for or opposition to a political candidate or political question. Such signs shall not be erected or placed prior to forty-five (45) days before an election, and shall be removed within seven (7) days following the election. No such signs shall be placed upon or shall extend into any public property or right-of-way.

- (o) BUMPER STICKERS. Bumper stickers or similar expressions of noncommercial speech affixed to motor vehicles.
- (p) PICKET SIGNS. Signs used by persons engaged in lawful picketing activities.
- (q) SEASONAL DECORATIONS. Temporary, noncommercial decorations or displays when such are clearly incidental to, and are customarily or commonly associated with, any national, local or religious celebration; provided; however, that such decorations or displays are maintained in an attractive condition and do not constitute a fire hazard.
- (r) RESIDENTIAL NAMEPLATES.
- (s) CIVIC EVENTS, POSTERS AND ANNOUNCEMENTS. Posters, flyers and announcements promoting civic events may be displayed, but shall not contain advertisements for products or services not associated with the civic event.
- (t) SCOREBOARDS ON ATHLETIC FIELDS.
- (u) GRAVESTONES.
- (v) RELIGIOUS SYMBOLS NO LARGER THAN SIXTY (60) SQUARE FEET. Any religious symbol larger than sixty (60) square feet must be reviewed and approved by the ~~Sign Code Officer, Planning Administrator and/or City Council.~~
- (w) COMMEMORATIVE PLAQUES NOT EXCEEDING FOUR (4) SQUARE FEET.
- (x) HOLIDAY DECORATIONS UTILIZED ON A TEMPORARY BASIS.
- (y) OPEN/CLOSED SIGNS NOT TO EXCEED FOUR (4) SQUARE FEET.
- (z) WINDOW SIGNAGE. Provided, for safety reasons, that such signage shall cover no more than fifty percent (50%) of window.
- (aa) BANNERS FOR COMMERCIAL USE. A maximum of two (2) only, no larger than thirty (30) square feet attached to building or fence belonging to the business that is advertising a grand opening sale, product for sale or civic event.

12A-206. PROHIBITED SIGNS. It is unlawful for any person to erect, construct or maintain any of the following types of signs or devices:

- (a) Roof signs, with the exception that signs may be allowed on false storefronts, mansards or fascias if the sign does not exceed the roof line over the false storefronts, fascia or mansard roof line.
- (b) Parked vehicles used for commercial advertising purposes, except as provided in **Article 4 of this Chapter**, including

but not limited to automobiles, trucks, buses, semi-trucks (attached or detached), trailers, mobile homes, boats, vans and the like, shall not be used as signs or sign structures.

- (c) Signs constituting a traffic or pedestrian hazard.
- (d) Signs which simulate, imitate or conflict with traffic signals or signs.
- (e) Signs which do not advertise an operative business.
- (f) Billboard signs.

12A-207. NON-CONFORMING SIGNS; ILLEGAL NONCONFORMING SIGNS. The ~~Sign Code Officer~~ Planning Administrator shall give notice by certified mail, return receipt requested, for all illegal nonconforming signs erected prior to the effective date of the ordinance codified in this Chapter. Notification shall be sent to the owner of the sign at the address of the property where the sign is located. If, within thirty (30) days from service of the notice, the sign has not been removed, the Planning Administrator ~~or designee~~ may cause it to be removed and the cost of removal shall be charged as provided in **Article 6 of this Chapter**. If removed by the City, the sign will be disposed of in whatever manner that the City decides.

12A-208. SURVEY. Upon adoption of the ordinance codified in this Chapter, the Planning Administrator, ~~or his/her designee~~, shall conduct a survey of all signs within the City to identify those signs which are not in compliance with this Chapter.

12A-209. LEGAL NONCONFORMING SIGNS. Permanent signs legally erected prior to the effective date of the ordinance codified in this Chapter which are not prohibited signs under **Section 12A-206** shall be deemed to be legal nonconforming signs. Such signs shall be maintained notwithstanding their noncompliance with this Article; provided, however, that such nonconforming signs shall not be:

- (a) Expanded;
- (b) Reestablished after damage or destruction if the estimated cost of the reconstruction exceeds fifty percent (50%) of the estimated replacement as determined by the Planning Commission. This provision (12A-209) shall not apply to billboard signs.
- (c) Converted to LED, LCD digital type or similar.

12A-210. REMOVAL OF SIGNS. (a) the Planning Administrator ~~or designee~~ shall remove or cause to be removed any abandoned, dangerous, defective, illegal or prohibited sign subject to removal under the

provisions of this chapter which has not been removed within the time period specified in this chapter, or any other sign maintained in violation of the provisions of this chapter. The Planning Administrator ~~or designee~~ shall prepare a notice which shall describe the sign and specify the violation involved and which shall state that if the sign is not removed or the violation is not corrected within thirty days, the sign shall be removed in accordance with the provisions of this chapter.

(b) The notice shall be mailed or given to the owner of the sign, or the occupant of the property upon which the sign is located or their employee or representative, or to the owner of the property upon which the sign is located as shown on the records of the register of deeds.

(c) In addition, any temporary sign placed on private property in violation of any provision of this chapter may be removed and impounded by the Planning Administrator ~~or designee~~. The Planning Administrator ~~or designee~~ shall state that if the sign is not removed or the violation not corrected within seventy-two hours, the sign shall be impounded. This notice shall be served upon the owner or agent of such sign and where possible, upon the occupant of the property where the sign is located. Such sign shall be retained by the Planning Administrator ~~or designee~~ for a period of thirty days, after which it may be disposed of in any manner deemed appropriate by the City. Such sign may be recovered by the owner within thirty days upon payment of a service charge of ~~thirty dollars~~ Sixty Dollars (\$60) per sign.

(d) Notwithstanding the above, in cases of emergency, the Planning Administrator ~~or designee~~ may cause the immediate removal of a dangerous or defective sign without notice.

(e) Any person having an interest in a sign or the property owner which the sign is located may appeal the determination of the Planning Administrator ordering removal or compliance by filing a written notice of appeal.

12A-211. APPEALS. Any person may appeal the determination of the Planning Administrator as set forth in Section 12-~~209~~ 203 by filing a notice of appeal. All appeals shall be filed with the Board of Zoning Appeals for hearing.

12A-212. GENERAL LIMITATIONS ON SIGNS. All signs, whether a permit is required or not, shall be subject to the general limitations contained in this **Article 2**.

12A-213. MAINTENANCE.

(a) All signs shall be structurally sound, shall be maintained in good repair and shall not constitute a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or electrical shock. The display surfaces of all signs shall be kept neatly painted and maintained at all times. In addition to other remedies provided for in this **Chapter 12A**, the Planning Administrator shall have the authority to order the painting, repainting, repair, maintenance or removal of any sign which has become dilapidated or in disrepair.

(b) If such a condition is determined by the ~~Sign Code Officer~~ Planning Administrator to exist, ~~he or she~~ the Planning Administrator shall give notice thereof by certified mail, return receipt requested, to the owner of the sign at the address shown on the sign permit. If, within thirty (30) days from service of the notice, the ~~Sign Code Officer's~~ Planning Administrator's order is not complied with, the ~~Sign Code Officer~~ Planning Administrator may remove the sign or cause it to be removed, and the cost of removal shall be charged against the sign owner and the sign owner's property as provided in **Section 12A-209**. If removed by the City, the sign shall be held by the City, available for the owner to retrieve at a fee of ~~Thirty Dollars (\$30.00)~~ Fifty Dollars (\$50), for not more than thirty (30) days, and it may not be erected until brought into compliance with this Chapter. All signs not retrieved by the owner within thirty (30) days may be disposed of by the City in whatever manner it so chooses.

12A-214. BUILDING AND ELECTRICAL PERMITS. All signs that are in a new development that require permits for building and trades are required to use the most currently adopted version of the electrical code, with permits being taken out by a Licensed Building and/or an Electrical Contractor.

12A-215. CONFUSING OR DANGEROUS SIGNS. No sign shall:

- (a) In any way obstruct the view of, or be prone to confusion with, an official traffic sign, signal or device or any other official sign;
- (b) Obstruct the view of motor vehicle operators entering a public roadway from any parking area, service drive, private driveway, alley or other thoroughfare;
- (c) Obstruct free ingress to or egress from required doors, windows, fire escapes or other required exits.
- (d) Be attached to utility poles or to trees;
- (e) Be near any driveway approach. No ground sign exceeding a height of three (3) feet, permanent or temporary, shall be located within a triangle, the sides of which are formed by the property line, the edge of the driveway as extended from the street, and a line from a point on the property line twenty-five (25) feet from the driveway to a point on the edge of the driveway six (6) feet behind the property line.
- (f) No portion of a sign that is located within the triangle formed by the imaginary intersection of curb lines at the intersection of two streets, and extending for a distance of fifty feet each way from that imaginary intersection of curb line of any corner lot, shall be permitted to extend closer than ten feet to grade of adjacent roadway surface.

12A-216. NO SIGNS ON PUBLIC PROPERTY. No signs shall be placed on or within any public right-of-way or public place without the approval of the ~~Sign Code Officer~~ Planning Administrator.

12A-217. ADJUSTMENTS TO ALLOWED ON-SITE SIGN AREA. Only fifty percent (50%) of the surface area per sign face or one (1) side of the sign shall be counted against allowed sign area. The two (2) sides of a double-faced sign must be parallel back to back, and no more than thirty-six (36) inches between the two faces to be considered a double-faced sign.

ARTICLE 3. PERMANENT SIGNS.

12A-301. REGULATIONS. The following regulations shall apply to the specific permanent signs as indicated. The total area of these signs shall be counted against the total allowable sign area provided in **Article 5 of this Chapter**.

- 12A-302. AWNINGS. Any portion of an awning containing the name of the business or other sign shall be counted as a sign. In addition, the following regulations shall apply to awnings:
- (a) No awning shall block the view of other signs or extend over the public right-of-way or public place without City approval.
 - (b) There shall be a minimum clearance of at least eight (8) feet between the bottom of the awning and the ground at grade.
 - (c) All awning supports must be set back a minimum of one (1) foot from any City right-of-way or public property unless specifically allowed by the Planning Commission.
- 12A-303. DIRECTORY SIGNS. Directory signs may be wall-mounted or freestanding, and the aggregate area of such sign shall be counted against the allowable sign area established by this **Chapter 12A** and a permit required if over four (4) square feet in size and three (3) feet in height if ground sign. The individual signs of a directory sign shall be of a coordinated design, with each of the individual signs sharing at least two (2) of the following as design elements in common: size, shape, materials, letter style or color.
- 12A-304. ELECTRONIC MESSAGE SIGNS, ALSO KNOWN AS LED, *LCD or DIGITAL* SIGNS. (1) Applications for electronic message signs shall be accompanied by the following information:
- (a) Specifications from the sign manufacturer providing the maximum “nit” (or equivalent) rating of sign;
 - (b) Information from the sign manufacturer indicating the type of dimming control that will be provided with the sign to ensure the sign is appropriately dimmed at night.
 - (c) A signed letter from the property or business owner for whom the sign is being installed that acknowledges the property or business owner’s agreement to abide by the Sign Code regulations governing dimming the sign at night.
 - (d) The provisions of this Chapter shall not be required for electronic message signs that have a maximum brightness and/or light intensity rating of 3,000 nits (or equivalent) or less. A nit means a unit of luminance equal to one candela (one candle) per square meter.
- 12A-305. FREESTANDING SIGNS.
- (a) There shall be no more than one (1) freestanding sign for each lot of less than one hundred fifty (150) feet of frontage. If property is a multi-tenant space, there shall be allowed one (1) multi-tenant sign for all tenants.

- (b) No freestanding sign shall extend over or into a public right-of-way or public property, and all freestanding signs shall be placed at least fifteen (15) feet in from any side interior property lines.
- (c) The square footage of the architectural elements of a monument sign shall not be counted against the allowed sign area in those instances where the architectural elements do not exceed the allowed square footage of the sign itself. This does not include a pole cover unless it is over one-half (1/2) the width of the sign itself.

12A-306. IDENTIFICATION SIGNS FOR MULTI-FAMILY DWELLINGS AND OTHER MAJOR OFFICE AND INSTITUTIONAL USES. Such signs shall not exceed sixteen (16) square feet in area except along designated collector, arterial or expressway streets where the maximum sign area shall be forty-two (42) square feet. Said signs shall be no more than twenty (20) feet in height, and shall be limited to indirect or internal illumination of white light only.

12A-307. INDIVIDUAL OR PAINTED LETTERS. Individual letters mounted on a building surface and letters painted on a building constitute wall signs, and the aggregate area of such signs shall be counted against the allowable sign area established by this Chapter, except for address numbers.

12A-308. MENU BOARD SIGN.

- (a) Allowed in most commercial zoning except in "NO" Neighborhood Office, "GO" General Office, or "NR" Neighborhood Retail zoning district.
- (b) Signs shall be limited to a maximum of two (2), fifty (50) square feet each, or one (1) at one hundred (100) square feet, for the display of menu items, pictures and/or prices and shall be located so as not to impede flow of traffic. Smaller menu boards of up to six (6) square feet may be located at individual parking stalls instead of the freestanding described above.
- (c) These signs do not count against the allowable signs for the zoning lot.

12A-309. PROJECTING OR HANGING SIGNS.

- (a) Projecting or hanging signs may not extend above the second floor of any building.
- (b) Projecting signs shall not be located above the eaves line or parapet wall of any building and shall not project over a public right-of-way.

- (c) No projecting sign shall extend more than four (4) feet from a building wall.
- (d) The two (2) sides of a projecting or hanging sign must be parallel back to back and shall not exceed twelve (12) inches in thickness.
- (e) The allowable size of any projecting or hanging sign shall not include the sign structure, but in no instance shall the sign structure exceed one-half (1/2) the square footage of the sign itself.

12A-310. PROPERTY MANAGEMENT SIGNS. Each property management company may receive a permit for property management signs within a multi-family complex, provided that the signs meet the general requirements of the sign code and the following criteria:

- (a) Sign design and materials shall comply with the property's designated sign zone.
- (b) Property management signs shall not exceed three (3) square feet and shall be limited to not more than one (1) sign per building.
- (c) Signs shall be wall-mounted only; no freestanding signs.
- (d) Signs shall not be directed toward any public right-of-way, but rather toward the interior of the complex. Signs shall not face public streets.

12A-311. RESIDENTIAL COMPLEX SIGNS. Up to two (2) building or project identification signs shall be permitted for each multi-family project. Such signs shall not exceed one hundred (100) square feet in total.

12A-312. SUBDIVISION ENTRANCE SIGNS.

- (a) There shall be no more than one (1) freestanding subdivision entry sign per subdivision entry and shall not exceed forty (40) square feet in size and twelve (12) feet in height. If they choose they can have two (2) signs mounted one (1) each on a retaining wall on either side of entry in place of the one (1) free standing sign they cannot be any larger than twenty (20) square feet each.
- (b) For each subdivision entrance sign, there shall be a landscaped and maintained area at the base of each sign at least two (2) square feet in area for each square foot of each side of the sign and supporting structure, with a minimum landscaped area of twenty-four (24) square feet. Such area shall be kept in a neat and clean condition, and shall be kept free of rubbish, weeds and trash.

~~12A-313. OFF-SITE SIGNS. Off-site signs shall be permitted in the "LC" Limited Commercial, "GC" General Commercial, "LI" Limited Industrial, "GI" General Industrial and "OW" Office Warehouse zoning districts subject to the following specific regulations~~

- ~~(a) Special Review Approval Required. New off-site billboard signs, or replacement off-site billboard signs that increase the height or size of an existing off-site sign, that are closer in distance to residentially-zoned and platted lots on which residential structures may be legally erected or to residential structures than 300 feet or 150 feet if platted and residentially-zoned lot or residential structure is fully screened from view of the proposed off-site sign by a non-residential building, such view shall be from the closest minimum building setback line, must obtain a Special Review Approval as outlined in Section 12-313(g) of this Code.~~
- ~~(b) Number permitted. The number of off-site signs, facing a direction of travel within any designated mile, shall be determined by the linear measurement in feet, along the centerline of the street right of way, that is within or adjacent to any "LC" Limited Commercial, "GC" General Commercial, "OW" Office Warehouse, "LI" Limited Industrial or "GI" General Industrial zoning district; provided, however, such signs shall only be permitted in the zoning districts as set forth in Sections 12A-506, 12A-507, 12A-508, and 12A-509. Except in the "GC", "LI", "GI" or "OW" zoning districts, no zoning district shall be considered for linear measurement unless it is adjacent to an arterial street or expressway. No zoning district or zoning shall be considered for linear measurement if it is included within an approved Community Unit Plan, Planned Unit Development, P-O Protective Overlay or Protective Overlay District, except when such Community Unit Plan, Planned Unit Development, P-O Protective Overlay or Protective Overlay District specifically allows off-site billboard signs. For purposes of measurement, zoning shall be considered to extend to the centerline of all streets. A designated mile shall be the length of the centerline of a street between mile section lines, even though the linear measurement may exceed five thousand two hundred eighty feet. Any mile not covered entirely by city boundary shall be treated on a percentage basis. The number of signs allowed shall be in direct proportion to the percentage of the designated mile that lies within the city limits boundary. There shall be permitted not more than one off-site sign facing a direction~~

~~of travel, for each five hundred linear feet of street having "GC", "LI", "GI" or "OW" zoning adjacent thereto, provided however, under no circumstances shall there be erected more than five off-site signs facing a direction of travel in a designated mile in the "GC", "LI" and "OW" zoning districts, and eight per mile in the "GI" zoning district, and; provided further, whenever any off-site sign is to be located in the "LC" limited commercial district the following shall be applicable.~~

~~Off-site billboard signs may be permitted in the "LC" limited commercial district, but only when a designated mile has at least fifteen hundred linear feet of "LC", "GC", "LI", "GI" or "OW" zoning adjacent thereto. When there is at least three thousand linear feet of appropriate zoning adjacent to a designated mile, a second off-site billboard sign may be permitted. When there is at least forty five hundred linear feet of appropriate zoning adjacent to a designated mile, a third off-site billboard sign may be permitted. Whenever an off-site billboard sign is located on an "LC" zoning lot that abuts or faces the direction of travel along a designated arterial street, such off-site billboard sign must meet the criteria for an off-site junior billboard sign. A junior billboard sign shall be no larger than twelve (12) by twenty four (24) feet. Extensions beyond the three hundred square foot sign face area maximum for sign faces of an off-site junior billboard in an "LC" zoning district are not allowed. When off-site billboard signs are located on "LC" zoning lots that abut or face the direction of travel along a designated arterial street, no more than two off-site billboard signs may be permitted within a designated mile in "LC" zoning districts.~~

- ~~(c) Maximum Size and Height Permitted. In or upon "LC" Limited Commercial, "GC" General Commercial, "OW" Office Warehouse, "LI" Limited Industrial or "GI" General Industrial zoning districts or lots, the gross surface area of an off-site billboard sign face facing the direction of travel shall not exceed eight hundred twenty five square feet, including any extensions. Extensions may not extend more than five and one-half feet above the normal upper rectangular lineage of the face, nor more than two feet beyond any of the other three sides. Maximum rectangular dimensions of any off-site billboard sign face, excluding extensions, shall be fourteen feet in height by forty-eight feet in length. No off-site billboard sign, sign structure or sign cabinet shall exceed thirty five feet in height at the top~~

~~of the maximum rectangular dimension, which does not include the permitted extensions. In or upon "LC" Limited Commercial zoning districts or lots, the gross surface area of any off-site sign face facing the direction of travel along a designated arterial street shall not exceed three hundred square feet, and shall meet the criteria for an off-site junior billboard sign. No extensions beyond the maximum three hundred square foot sign face area are allowed for off-site junior billboard signs located in or upon "LC" zoning districts or lots. In the "LC" zoning district, no off-site sign shall exceed thirty five feet in height at the top of the sign, sign structure or sign cabinet.~~

~~EXCEPTIONS: Off-site billboard signs, sign structures or sign cabinets located adjacent to an elevated portion of a highway structure may be erected to a maximum height of twenty feet above the top of the railing or barrier along the traffic deck. Off-site signs that cantilever over the roof or roof parapet of a one-story building shall maintain eight feet of vertical clearance between the bottom of the sign and the roof or parapet and shall not exceed twenty six feet in height above the roof or parapet. For purposes of enforcement, no off-site sign permit for additional height above a roof or roof parapet shall be issued until the building over which the off-site sign is to be cantilevered has been erected.~~

~~(d) Prohibited Locations. No off-site billboard sign shall be erected on a property when any of the following conditions exist:~~

~~(1) No off-site billboard sign shall be erected on a zoning lot, of less than one hundred fifty feet of frontage, that has more than two on-site ground or pole signs totaling more than two hundred fifty square feet gross surface area facing a direction of travel that are located within thirty-five feet of the street right-of-way line.~~

~~(2) No off-site billboard sign shall be erected that would obscure the view of any on-site sign. This shall be determined by establishing a sight point at the centerline of the street one hundred fifty feet in either direction, then no on-site sign within one hundred fifty feet of the off-site sign shall be obscured from view.~~

~~(3) No off-site billboard sign shall be erected within three hundred thirty feet of another off-site sign facing the same direction of travel along the same street.~~

~~(4) Except as permitted by Section 12A-313(a), no off-site billboard sign shall be erected closer than 300 feet from a~~

~~platted and residentially-zoned lot on which a primary residential structure can be legally erected or to a residential structure. This distance shall be measured from the nearest lot line of such platted and residentially-zoned lot or residential structure to the closest part of the off-site billboard sign. This minimum distance may be reduced to 150 feet when any platted and residentially-zoned lot or residential structure is fully screened from view of the proposed off-site billboard sign by a non-residential building. Such view shall be from the closest minimum building setback line (as established for residentially-zoned lots in the City of Maize Zoning Code) of the residentially-zoned lot or residential structure.~~

~~EXCEPTION: Any off-site billboard sign with a sign face or faces facing the direction of travel along a highway or freeway may not be erected closer than 300 feet, measured perpendicular to the sign face or faces, or within a 150 foot radius of such sign face, faces or sign structure, to any platted and residentially-zoned lot on which a primary residential structure can be legally erected, or to a residential structure. If the billboard sign is located within a 300' radius of a residentially-zoned lot or structure, the structural elements supporting the sign face or faces shall be screened from view of the residentially-zoned lot/s or structure/s by panels of earth tone colors on which no advertising is applied.~~

~~(5) No off site billboard sign shall be located on any property in the "LC" limited commercial zoning district that is not a part of at least three hundred continuous feet (linear measurement) of commercial or industrial zoning.~~

~~(e) Setback. Off site billboard signs shall comply with all building setback lines.~~

~~(f) Type. Off site billboard signs may be ground or pole or wall signs, but shall not be erected upon or over the roof of any one story building except as provided in Subsection 3 of this Section. Each off-site billboard sign may contain only one panel per facing with a message or advertisement; however, this panel or a portion thereof may be a variable message sign. No off-site billboard pole signs may be supported by more than one pole.~~

~~(g) Special Review Approval for Off-Site Billboard Sign Permits. This section sets out the required Special Review procedures for new or enlarged off-site billboard signs.~~

~~(1) Authority.~~

~~(A) An application for a permit for installation of a new~~

~~or enlarged (size or height) off-site billboard sign located closer to a residentially-zoned lot or use than allowed by Section 12-313 (b)(1) of this code shall require a public hearing and approval by the Planning Commission or, if forwarded to the Maize City Council for final action, shall require approval by the Maize City Council.~~

~~—(B) The Maize City Planning Commission is hereby designated and granted authority to hear and make recommendations on off-site billboard signs under this Section. In exercising such authority and functions, the Maize City Planning Commission shall operate under the Sign Code for the City of Maize (Chapter 12A) and neither under the City of Maize Zoning Code nor any zoning statutes. The Maize City Planning Commission shall use its by-laws and other procedures and rules now existing or hereafter amended in such matters.~~

~~(2) Initiation. An application for a new or enlarged off-site billboard sign shall be filed upon request of both the owner(s) of the subject property on which the off-site sign is to be located and the owner of the proposed sign.~~

~~(3) Application. A complete application for a new or enlarged off-site billboard sign shall be submitted to the Planning Administrator and/or designee in a form established by the Administrator, along with a nonrefundable fee that has been established by the Maize City Council to defray the cost of processing the application. No application shall be processed until the application is complete and the required fee has been paid. Each application for a new or enlarged off-site billboard sign shall be accompanied by a site plan that, at a minimum, includes the following information:~~

~~—(A) A detailed graphic presentation of the subject property site, including property parcel dimensions;~~

~~—(B) The location of any other buildings or structures on the site;~~

~~—(C) The location, size and type of any other ground signs on the site;~~

~~—(D) The distance of the proposed sign from any buildings, structures or other signs on the site;~~

~~—(E) A detailed representation of the proposed sign, including sign structure and sign face dimensions, total height of the sign, and any related appurtenances such as catwalks.~~

~~(4) Establishment of hearing date, publication of notice.~~

~~— (A) Promptly upon determining that an application is complete, the Planning Administrator and/or designee shall schedule a public hearing before the Planning Commission, and shall notify the applicant of the meeting and hearing date. The initial public hearing before the Planning Commission shall be scheduled for the next meeting date for which it is practicable to give at least 20 days notice.~~

~~— (B) Notice required pursuant to this section shall be published in the official newspaper and shall indicate the time and place of the public hearing and a general description of the application. The subject property shall be designated by legal description or a general description sufficient to identify the property under consideration.~~

~~— (C) Notice required pursuant to this section shall be mailed to all owners of record of real property within the area covered by the application and to all owners of record of real property within at least 200 feet of the property lines of the parcel or lot on which the proposed billboard sign is to be located. The written notice required herein shall be placed in the mail with the postmark to be not less than 20 days prior to the date of the public hearing.~~

~~(5) Report of Planning Administrator. The Planning Administrator and/or designee shall prepare a staff report that reviews the proposed application for a new or enlarged off-site billboard sign in light of the general requirements of the Maize Sign Code (Chapter 12A) and that addresses the following additional elements as they may be appropriate for the review of the application:~~

~~— (A) The zoning, uses and character of the neighborhood;~~

~~— (B) The suitability of the subject property for the proposed off-site sign;~~

~~— (C) The conformance of the requested off-site sign to the adopted or recognized comprehensive plan or other plans or policies being utilized by the City;~~

~~— (D) Opposition or support of neighborhood residents;~~

~~— (E) A consideration of the recommendations of professional staff.~~

~~The applicant shall have the burden of demonstrating that the proposal meets the applicable review criteria.~~

~~The Planning Administrator and/or designee shall provide a copy of the report to the Planning Commission in its agenda packet and shall send a copy of the report to the~~

~~applicant by first class mail, pre-paid, at least five days before the scheduled Planning Commission hearing.~~

~~(6) Action by the Planning Commission. The Planning Commission, in a public hearing, shall review the proposed new or enlarged off-site billboard sign for compliance with the requirements outlined in subsection 5 of this Section. In the course of such review, the Planning Commission may approve modifications to the application and/or site plan as a condition of approval of the off-site sign. Based on that review, the Planning Commission shall act to approve, approve with conditions or modifications, or deny the application for a new or enlarged off-site billboard sign. This provision specifically contemplates that it may be necessary for the Planning Commission to attach additional special conditions to a proposed approval in order to ensure that it complies fully with the criteria of this Code. This action by the Planning Commission shall be the final action on the off-site billboard application except when any one or more of the following exist: (1) the applicant appeals the action of the Planning Commission; (2) one or more valid protest petitions are filed opposing the action of the Planning Commission; or (3) an appeal is filed by anyone with standing to appeal, which shall include the applicant; the Planning Administrator and/or designee; the Maize City Council; or any owner of land located in the City of Maize that is within 200 feet of the application area and property in question. When any one or more of these exceptions exist, the Planning Commission's action shall be in the form of a recommendation that is forwarded to the Maize City Council for final action. Protest petitions and appeals shall be filed within 14 days of the conclusion of the Planning Commission hearing pursuant to the jurisdiction notice. If the Planning Commission fails to make a recommendation on an off-site billboard sign request, or its motion results in a tie vote, the Planning Commission shall be deemed to have made a recommendation of disapproval.~~

~~(h) Action by the Maize City Council. If the off-site billboard sign application is forwarded to the Maize City Council for one of the reasons listed in Section 12A-313 (g)(6) above, along with the Planning Commission's recommendation the City Council shall consider the application(s) and may, at its discretion, hold a public hearing. The off-site billboard application may be approved, approved with conditions or~~

~~modifications, or denied by the City Council. In acting on the application, the City Council may:~~

- ~~(1) Adopt the Planning Commission's recommendation;~~
- ~~(2) Override the Planning Commission's recommendation by a two-thirds majority vote of the membership of the City Council; or~~
- ~~(3) Return such recommendation to the Planning Commission with a statement specifying the basis for the City Council's failure to approve or disapprove. If the City Council returns the Planning Commission's recommendation, the Planning Commission, after considering the same, may resubmit its original recommendation giving the reasons therefore or submit a new and amended recommendation. Upon the receipt of such recommendation, the City Council, by a simple majority thereof, may adopt or may revise or amend and adopt such recommendation, or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the City Council following the Planning Commission's next regular meeting after receipt of the City Council's report, the City Council shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly. If the City Council approves the application or the application as modified or with conditions, the Planning Administrator shall issue a permit to the applicant consistent with the action of the City Council.~~

(12A-313) OFF-SITE SIGNS. Off-site signs for the specific purpose of advertising institutional uses, civic groups, community information boards, and real estate developments shall be allowed in all zoning districts. Such signs may be pole, monument or ground type and shall not exceed forty-eight (48) square feet in size and 15 feet in height. Such signs shall maintain a minimum of 150 feet of separation from any other sign and shall be allowed in addition to any other allowed sign on a lot.

12A-314. WALL SIGNS. Wall signs shall not be mounted higher than the eaves line or parapet wall of the principal building, and no portions of such wall signs, including individual letters, shall project more than eighteen (18) inches from the building.

ARTICLE 4. TEMPORARY SIGNS ALLOWED.

- 12A-401. TEMPORARY BANNERS. Temporary banners are limited to advertising for a sale, grand opening or event. There shall be a maximum of only two (2) temporary banners at any business location, provided that they are not more than thirty (30) square feet in size and must be hung on the building or fence belonging to the business. There shall be no permit required for temporary banners, and such banners shall not be charged against the maximum allowable sign area as described in **Article 5 of this Chapter.**
- 12A-402. CIVIC EVENT BANNERS.
- (a) Civic event banners shall not be greater than four (4) feet by sixty (60) feet in size.
 - (b) A permit to erect a banner may only be issued for banners which announce or promote a civic event, which welcome participants to conventions or similar gatherings or which serve as decorations for a special holiday.
 - (c) Civic event banners shall have a minimum clearance of eight (8) feet over pedestrian ways and eighteen (18) feet over streets.
 - (d) Civic event banners allowed under this provision may be hung two (2) weeks prior to the opening of the event or activity being promoted, and shall be removed within seven (7) days after the conclusion of such event or activity.
- 12A-403. DIRECTIONAL SIGNS.
- (a) Temporary directional signs shall not be greater than eight (8) square feet in size.
 - (b) Temporary, non-illuminated directional signs shall be permitted for special events.
 - (c) Such signs shall not be displayed for longer than four (4) consecutive days, and shall be placed so as not to create a hazard for pedestrian or vehicular traffic.
 - (d) Directional signs may be placed off-site if it is necessary to direct participants to the proposed special event and if their placement does not create a traffic or safety hazard and is not detrimental to the health, safety and welfare of the community.

12A-404.

REAL ESTATE DEVELOPMENT SIGNS.

- (a) Real estate development signs shall not be greater than one hundred (100) square feet in size, one (1) per development or each real estate development site.
- (b) A real estate development sign may be displayed commencing with the issuance of approval of the project by the City and shall be removed at or before the time of the issuance of the last certificate of occupancy; provided, however, that if a building permit for the project identified by the sign is not issued within one (1) year after the approval of the project by the City, the sign must be removed.
- (c) If no permits are issued within any one (1) year period for the development, then said real estate development sign shall be removed.
- (d) The sign shall be located on a vacant lot and must be removed when a permit for house is pulled for that lot.
- (e) The requirement for a permit and the cost is the same as any permanent sign as in **Section 12A-202.**

12A-405.

REAL ESTATE OPEN HOUSE SIGNS. Two (2) real estate Open House signs may be allowed off-~~premises~~ site for each property for sale, if the proposed signs meet the following criteria:

- (a) The off-~~premises~~ site Open House signs shall not be greater than six (6) square feet in size.
- (b) The off-~~premises~~ site Open House signs shall not be placed on any sidewalk, bikeway, travel lane or highway median, nor in any manner where in the opinion of the City the sign would constitute a safety hazard.
- (c) The off-~~premises~~ site Open House signs shall be located no closer than five (5) feet to any travel way, whether paved or gravel, and no closer than fifteen (15) feet to the intersection of any two (2) public roads.
- (d) The off-~~premises~~ site Open House signs may not exceed three (3) feet in height from ground level, and shall not be placed on any tree, fence, public sign or signpost.
- (e) The off-~~premises~~ site Open House signs may only be displayed between the hours of 7:00 a.m. and 9:00 p.m.
- (f) The off-~~premises~~ site Open House signs shall only be displayed when a real estate agent is available on the premises for sale.
- (g) Only one (1) off-~~premises~~ site Open House sign per business, or per owner when the property is being sold without the aid of an agent, may be located at the same street intersection, and no two (2) signs from the same

business shall be located closer than three hundred (300) feet from each other.

- (h) No off-premises site Open House signs shall be used to direct citizens to a place of business, nor shall they be utilized for any property not for sale.
- (i) No Open House sign may be located further than one (1) mile from the property offered for sale.

12A-406. GARAGE SALE SIGNS. Garage sale signs which announce the sale of used items from a residence must meet the following standards:

- (a) A maximum of two (2) signs may be placed on private property at intersections for any garage/yard sale with permission of business or property owner.
- (b) A maximum of four (4) square feet per sign is allowed.
- (c) Signs shall be removed on the last day of the sale.
- (d) Garage/yard sale signs are not allowed to be attached to utility poles or light poles.

12A-407. SANDWICH BOARD SIGNS.

- (a) Only one (1) sandwich board sign is permitted per business. It must be located within fifteen (15) feet of the main entrance of the premises being advertised and must not interfere with movement of pedestrians.
- (b) Sandwich board signs shall not exceed thirty (30) inches in width and thirty (36) inches in height.
- (c) Such signs may be displayed during permitted store hours and when the store is open for business.
- (d) Such signs shall not be electrical in any form and shall not display lights or contain moving parts.

12A-408. PROPERTY FOR SALE SIGNS AND PROPERTY FOR RENT SIGNS. Property for Sale and Property for Rent signs shall not be greater than thirty-two (32) square feet in size for commercial property and six (6) feet for residential property, and one (1) such sign per property per each street frontage is allowed.

- 12A-409. COMMERCIAL BALLOONS. An on-site, temporary sign that is inflated and exceeds five (5) square feet in area, designed to advertise a specific product or service sold, produced or conducted on the premises on which advertising copy, logos, symbols or emblems may or may not be printed, painted or attached. Commercial balloons may be tethered or mounted to a structure or on the ground.
- (a) Such signs shall be limited to four (4) permits per calendar year per business and are allowed for a period of no more than fourteen (14) days at a time.
 - (b) The cost will be ~~Thirty Dollars (\$30.00)~~ Fifty Dollars (\$50) and the permit must be pulled by a licensed sign contractor.
 - (c) The commercial balloon sign shall be limited to a maximum of one hundred sixty (160) square feet in area as measured at the largest cross-section and also limited to one (1) balloon sign per zoning lot at any given time.
- 12A-410. PORTABLE SIGNS. A temporary on-site sign designed in such a manner as to be readily movable and not permanently attached to the property, such as A-frames, trailer signs, signs placed on vehicles, beacon lights and other similar signs. Any such sign shall not exceed a height of eight (8) feet above grade and shall not exceed sixty (60) square feet per side in gross surface area. Such signs shall meet the distance requirements that are required in their zoning for each freestanding sign. If the sign does not meet such size and height requirements, it may not be placed without obtaining a variance. A decal for the current year must also be displayed.

ARTICLE 5. DESIGN STANDARDS AND MAXIMUM SIGN AREAS
AND HEIGHT FOR PERMANENT SIGNS.

- 12A-501. ZONING DISTRICT STANDARDS. Specific sign restrictions for individual zoning districts are as outlined below, except that all signs, including portable signs where allowed shall have a minimum of one hundred fifty (150) feet of separation between adjacent signs.
- 12A-502. SIGNS PERMITTED IN THE "RR", "SF-20", "SF-10", "SF-5," "TF-3," "MF-18", "MF-29", AND "B" RESIDENTIAL ZONING DISTRICTS.
- (a) Identification signs for multi-family dwellings and major office uses. Such signs shall not exceed sixteen (16) square feet in area except along designated collector, arterial or expressway streets where the maximum sign area shall be

forty-two (42) square feet. Said signs shall be no more than twenty (20) feet in height, and shall be limited to indirect or internal illumination of white light only.

- (b) Identification signs for institutional uses along designated collector, arterial or expressway streets shall be allowed to be up to one-hundred (100) square feet in size, with a maximum height of twenty (20) feet and may include electronic message components
- (b) Subdivision entrance signs as set forth in **Section 12A-312**, provided that no such sign shall exceed forty (40) square feet in size and twelve (12) feet in height from ground level.
- (c) Residential complex signs as set forth in **Section 12A-311**.
- (d) Property management signs as set forth in **Section 12A-310** above.

12A-503. SIGNS PERMITTED IN THE “NO” NEIGHBORHOOD OFFICE, “NR” NEIGHBORHOOD RETAIL DISTRICTS.

- (a) Ground or pole identification signs, provided no sign shall exceed thirty-two (32) square feet of gross surface area on a single-tenant zoning lot. Multi-tenant lots sharing the same sign structure may have up to twenty-four (24) square feet each not to exceed a total of ninety-six (96) square feet on the zoning lot. Sign height shall not exceed twelve (12) feet. Only one ground or pole sign shall be permitted for any office or business; provided, however, when more than one business is located on a zoning lot, additional signs may be permitted when a distance separation of one hundred fifty (150) feet along the street frontage is maintained. When the distance separation of one hundred fifty (150) feet does not permit each individual business a sign, the business shall share the use of the permitted number of signs. Under no circumstance shall the total gross surface area of all ground or pole signs on a zoning lot exceed one-half (1/2) square foot per linear foot of frontage; provided however, a zoning lot with sixty-four (64) feet or less frontage shall be permitted a sign of thirty-two (32) square feet of gross surface area. No ground or pole sign shall be located closer than fifteen (15) feet to an adjacent property. Any sign permitted by this section shall be limited to indirect or internal illumination of white light only and without flashing or moving images.

- (b) Portable signs shall not be allowed except for institutional uses on a temporary basis.
- (c) Wall signs not exceeding thirty-two (32) square feet in area or thirty (30) feet in height, and limited to one (1) per building elevation for each major use in the building, provided that the total amount of wall signage for each major use in the building does not exceed thirty-two (32) square feet; and provided that the building elevation to which any sign is to be attached shall have one of the following:
 - (1) Street frontage;
 - (2) Be adjacent to a nonresidential zoning district; or
 - (3) If adjacent to a residential zoning district, there must be a parking, loading or open space area with a depth of one hundred fifty (150) feet or more as measured from the sign face to the property line which adjoins the residential zoning district. Such signs shall be limited to direct or internal illumination of white light only and without flashing or moving images.
- (d) Adjacent to Maize Road, 37th Street, 53rd Street, Tyler Road and 119th Street no pole signs shall be allowed. All signs on these designated arterials shall be monument type only, with maximum height, maximum size and location subject to conditions in 12A-503(a).
- (e) Property in the "NO" or "NR" district which is part of a Community Unit Plan, regardless of its location along any arterial as outlined in 12A-503(d), may have pole signs allowed if permitted by the Planning Commission and City Council as a provision of the Community Unit Plan.

12A-504. SIGNS PERMITTED IN THE "GO" GENERAL OFFICE DISTRICT.

- (a) On-site ground or pole signs:
 - (1) Number Permitted. The number of ground or pole signs permitted on a zoning lot shall be determined by the linear feet of street frontage of the zoning lot. Where a zoning lot has street frontage on more than one (1) street, the provisions of this section shall apply to each street frontage; provided, however, signs permitted by a street frontage must be adjacent to, and face the direction of travel along said street. EXCEPTION: On zoning lots adjoining designated collector or arterial streets or expressways to which the zoning lot has no direct, legal vehicular access, one (1)

ground or pole sign not exceeding sixty-four (64) square feet in area and fifteen (15) feet maximum height above grade shall be permitted along such collector or arterial street or expressway; provided that any such ground or pole sign shall only be permitted in lieu of wall signs otherwise allowed on the building elevation facing the same street. One (1) ground or pole sign shall be permitted for any street frontage. When the distance separation of one hundred fifty (150) feet does not permit each individual business a sign, the businesses shall share the use of the permitted number of signs. Under no circumstance shall the total gross surface area of all ground or pole signs on a zoning lot street frontage exceed the table of areas "maximum square feet of all signs per linear foot of street frontage" set forth in Table 1 of this Chapter.

- (2) Size Permitted. The size of an on-site ground or pole sign shall not exceed the maximums set forth in the "table of areas" below; provided, however, the total sign area of all on-site ground or pole signs on the zoning lot shall not exceed the "total permitted area in square feet of all signs per linear foot of street frontage" adjacent to street frontage.

<p style="text-align: center;">TABLE OF AREAS (Table 1) Maximum Permitted Areas for On-Site Ground or Pole Signs in "GO" District Total Permitted Area</p>		
Type of Street	Maximum Area of Individual Sign in Square Feet	in Square Feet of All Signs per Lineal Foot of Street Frontage
Undesignated	50	.5
Collector	75	.5
Arterial	100	.75
Expressway	100	.75

- (3) Height Limit. No ground or pole sign shall exceed a height of fifteen (15) feet.
- (4) Location on Property. On-site ground or pole signs shall not project over public right-of-way, and shall be located not closer to an adjacent property line than one-third (1/3) the frontage of the zoning lot

or fifteen (15) feet, whichever is less. The centerline of an alley shall be considered an adjacent property line. When more than one (1) ground or pole sign is permitted on a zoning lot, there shall be maintained a minimum horizontal distance between signs of one hundred fifty (150) feet, along the same street frontage. EXCEPTION: A sign located within fifty (50) feet of the intersection of two (2) streets on a corner lot may be placed so that it may face both directions of travel, such as a sign being erected on an angle. When this occurs, it shall be considered a sign adjacent to each street, and one-half (1/2) of the sign area shall be charged against the total permitted sign area of each street frontage. EXCEPTION: The Planning Administrator or designee may vary these minimum horizontal distances up to thirty percent (30%) when circumstances related to the physical features of the zoning lot prevent the installation of the sign at the minimum horizontal distances. The reduction of these minimums shall in no way change the number of signs permitted on a zoning lot.

- (b) Portable signs shall not be allowed except for institutional uses on a temporary basis.
- (c) Wall signs not exceeding thirty-two (32) square feet in area or thirty (30) feet in height, and limited to one (1) per building elevation for each major use in the building, provided that the total amount of wall signage for each major use in the building does not exceed thirty-two (32) square feet; and provided that the building elevation to which any sign is to be attached shall have one of the following:
 - (1) Street frontage;
 - (2) Be adjacent to a nonresidential zoning district; or
 - (3) If adjacent to a residential zoning district, there must be a parking, loading or open space area with a depth of one hundred fifty (150) feet or more as measured from the sign face to the property line which adjoins the residential zoning district. Such signs shall be limited to direct or internal illumination of white light only and without flashing or moving images.
- (d) *Adjacent to Maize Road, 37th Street, 53rd Street, Tyler Road and 119th Street no pole signs shall be allowed. All signs on*

these designated arterials shall be monument type only, with maximum height, maximum size and location subject to conditions in 12A-504(a).

(e) Property in the "GO" district which is part of a Community Unit Plan, regardless of its location along any arterial as outlined in 12A-504(d), may have pole signs allowed if permitted by the Planning Commission and City Council as a provision of the Community Unit Plan.

12A-505. SIGNS PERMITTED IN THE "MH" MOBILE HOME DISTRICT. An identification sign for a mobile home park shall have one (1) sign at the entrance to the park. Such sign shall not exceed ten (10) feet in height or exceed forty (40) square feet in area, and shall be limited to indirect or internal illumination of white light only.

12A-506. SIGNS PERMITTED IN THE "LC" LIMITED COMMERCIAL DISTRICT.

- (a) Illuminated on-site ground or pole signs;
 - (1) Number Permitted. The number of ground or pole signs permitted on a zoning lot shall be determined by the linear feet of street frontage of the zoning lot. Where a zoning lot has street frontage on more than one (1) street, the provisions of this section shall apply to each street frontage; provided, however, signs permitted by a street frontage must be adjacent to, and face the direction of travel along said street. EXCEPTION: On zoning lots adjoining designated collector, arterial streets or expressways to which the zoning lot has no direct, legal vehicular access, one (1) ground or pole sign not exceeding one hundred-fifty (150) square feet in area and twenty (25) feet maximum height above grade of adjacent roadway shall be permitted along such collector or arterial street or expressway; provided that any such ground or pole sign shall only be permitted in lieu of wall signs otherwise allowed on the building elevation facing the same street. Ground or pole signs shall be permitted for any street frontage. When the distance separation of one hundred fifty (150) feet does not permit each individual business a sign, the businesses shall share the use of the permitted number of signs. Under no circumstance shall the total gross surface area of all ground or pole signs

on a zoning lot street frontage exceed the table of areas “maximum square feet of all signs per linear foot of street frontage” set forth in Table 2 of this Chapter.

- (2) Size Permitted. The size of an on-site ground or pole sign shall not exceed the maximums set forth in the “table of areas” below; provided, however, the total sign area of all on-site ground or pole signs on the zoning lot shall not exceed the “total permitted area in square feet of all signs per linear foot of street frontage” adjacent to street frontage providing legal, direct vehicular access onto the zoning lot.
- (3) Menu boards allowed as in **Section 12A-308**.

TABLE OF AREAS (Table 2) Maximum Permitted Areas for On-Site Ground or Pole Signs in “LC” District Total Permitted Area		
Type of Street	Maximum Area of Individual Sign in Square Feet	in Square Feet of All Signs per Lineal Foot of Street Frontage
Undesignated	50	1
Collector	100	1
Arterial	150	1.5
Expressway	150	1.5

- (4) Height Limit. No ground or pole sign shall exceed a height of twenty-five (25) feet, except for signs located adjacent to an elevated roadway which shall be limited to a height of twenty-five (25) feet in height from grade of elevated roadway.
- (5) Location on Property. On-site ground or pole signs shall not project over public right-of-way, and shall be located not closer to an adjacent property line than one-third (1/3) the frontage of the zoning lot or fifteen (15) feet, whichever is less. The centerline of an alley shall be considered an adjacent property line. When more than one (1) ground or pole sign is permitted on a zoning lot, there shall be maintained a minimum horizontal distance between signs of one hundred fifty (150)

feet, along the same street frontage. EXCEPTION: A sign located within fifty (50) feet of the intersection of two (2) streets on a corner lot may be placed so that it may face both directions of travel, such as a sign being erected on an angle. When this occurs, it shall be considered a sign adjacent to each street, and one-half (1/2) of the sign area shall be charged against the total permitted sign area of each street frontage. EXCEPTION: The Planning Administrator may vary these minimum horizontal distances up to thirty percent (30%) when circumstances related to the physical features of the zoning lot prevent the installation of the sign at the minimum horizontal distances. The reduction of these minimums shall in no way change the number of signs permitted on a zoning lot.

- (b) Wall signs; provided that any building elevation on which such sign is placed shall be required to have or comply with any one of the following:
- (1) Street frontage;
 - (2) Be adjacent to an "NO" Neighborhood Office, "GO" General Office, "NR" Neighborhood Retail, "LC" Limited Commercial, "GC" General Commercial, "OW" Office Warehouse, "LI" Limited Industrial or "GI" General Industrial zoning district; or
 - (3) If adjacent to a residential use or zoning district, there must be a parking, loading or open space area with a depth of one hundred fifty (150) feet or more as measured from the sign face to the property line which adjoins the residential zoning district or use.

The sum of all signs for each business shall be limited in total area to twenty percent (20%) of each tenant space elevation with no sign exceeding two hundred (200) square feet in area, and there shall be no more than three (3) signs for each tenant or business on each building elevation.

If adjacent to residential use or zoning, building elevations not having street frontage, but facing onto parking or loading areas exceeding fifty (50) feet but less than one hundred fifty (150) feet in depth, may provide identification signs for each place of business having an

entrance therefrom; providing such signs shall not exceed fifteen (15) square feet in area nor be more than twelve (12) feet above grade at their highest point;

- (c) Portable signs as set forth in **Section 12A-410.**
- (d) Commercial balloon signs as set forth in **Section 12A-409.**
- (e) Adjacent to Maize Road, 37th Street, 53rd Street, Tyler Road and 119th Street no pole signs shall be allowed. All signs on these designated arterials shall be monument type only, with maximum height, maximum size and location subject to conditions in 12A-506(a).
- (f) Property in the "LC" district which is part of a Community Unit Plan, regardless of its location along any arterial as outlined in 12A-506(d), may have pole signs allowed if permitted by the Planning Commission and City Council as a provision of the Community Unit Plan.

12A-507. SIGNS PERMITTED IN THE "GC" GENERAL COMMERCIAL DISTRICT.

- (a) On-site ground or pole signs:
 - (1) Number Permitted. The number of ground or pole signs permitted on a zoning lot shall be determined by the linear feet of street frontage of the zoning lot. Where a zoning lot has street frontage on more than one street, the provisions of this section shall apply to each street frontage; provided, however, signs permitted by a street frontage must be adjacent to, and face the direction of travel along said street. EXCEPTION: On zoning lots adjoining designated collector or arterial streets or expressways to which the zoning lot has no direct, legal vehicular access, one ground or pole sign not exceeding sixty-four (64) square feet in area and twenty-five (25) feet maximum height above grade shall be permitted along such collector or arterial street or expressway; provided that any such ground or pole sign shall only be permitted in lieu of wall signs otherwise allowed on the building elevation facing the same street. One (1) ground or pole sign shall be permitted for any street frontage. When the distance separation of one hundred fifty (150) feet does not permit each individual business a sign, the businesses shall share the use of the permitted number of signs. Under no circumstance shall the total gross surface

area of all ground or pole signs on a zoning lot street frontage exceed the table of areas “maximum square feet of all signs per linear foot of street frontage” set forth in Table 3 of this Chapter.

- (2) Size Permitted. The size of an on-site ground or pole sign shall not exceed the maximum set forth in the “table of areas” below; provided, however, the total sign area of all on-site ground or pole signs on the zoning lot shall not exceed the “total permitted area in square feet of all signs per linear foot of street frontage” adjacent to street frontage providing legal, direct vehicular access onto the zoning lot.

TABLE OF AREAS (Table 3) Maximum Permitted Areas for On-Site Ground or Pole Signs in “GC” District Total Permitted Area		
Type of Street	Maximum Area of Individual Sign in Square Feet	in Square Feet of All Signs per Lineal Foot of Street Frontage
Undesignated	100	1
Collector	150	1
Arterial	200	2
Expressway	200	2

- (3) Height Limit. No ground or pole sign shall exceed a height of twenty-five (25) feet.
- (4) Location on Property. On-site ground or pole signs shall not project over public right-of-way, and shall be located not closer to an adjacent property line than one-third (1/3) the frontage of the zoning lot or fifteen (15) feet, whichever is less. The centerline of an alley shall be considered an adjacent property line. When more than one (1) ground or pole sign is permitted on a zoning lot, there shall be maintained a minimum horizontal distance between signs of one hundred fifty (150) feet, along the same street frontage. EXCEPTION: A sign located within fifty (50) feet of the intersection of two (2) streets on a corner lot may be placed so that it may face both directions of travel, such as a sign being erected on an angle. When this occurs, it shall be considered a sign adjacent to each street, and one-half (1/2) of the sign area shall be charged against the total

permitted sign area of each street frontage. EXCEPTION: The Planning Administrator or designee may vary these minimum horizontal distances up to thirty percent (30%) when circumstances related to the physical features of the zoning lot prevent the installation of the sign at the minimum horizontal distances. The reduction of these minimums shall in no way change the number of signs permitted on a zoning lot.

- ~~(b)~~ ~~Off site signs, subject to provisions in **Section 12A-313**, except that no off site signs shall be permitted along anything less than an arterial roadway or expressway, and that the maximum area of any individual off site sign shall be no larger than fourteen feet by forty eight feet (14' x 48') without a variance and shall not be over thirty (30) feet in height from grade to top of sign, nor shall it block the view of any on site signs.~~
- ~~(c)~~(b) Wall signs, provided that signs shall be limited in total area to twenty percent (20%) of each building elevation, and no individual sign shall exceed two hundred (200) square feet.
- ~~(d)~~(c) Roof signs, except for commercial balloon signs, shall not be permitted.
- ~~(e)~~(d) Portable signs as set forth in **Section 12A-410**.
- ~~(f)~~(e) Commercial balloon signs as set forth in **Section 12A-409**.
- ~~(g)~~(f) Menu Boards as set forth in **Section 12A-308**.
- (g) *Adjacent to Maize Road, 37th Street, 53rd Street, Tyler Road and 119th Street no pole signs shall be allowed. All signs on these designated arterials shall be monument type only, with maximum height, maximum size and location subject to conditions in 12A-507(a).*
- (h) *Property in the "GC" district which is part of a Community Unit Plan, regardless of its location along any arterial as outlined in 12A-507(d), may have pole signs allowed if permitted by the Planning Commission and City Council as a provision of the Community Unit Plan.*

12A-508. SIGNS PERMITTED IN THE "LI" LIMITED INDUSTRIAL AND "GI" GENERAL INDUSTRIAL DISTRICT.

- (a) On-site ground or pole signs under the following provisions:
 - (1) Number Permitted. The number of ground or pole signs permitted on a zoning lot shall be determined

by the linear feet of street frontage of the zoning lot. Where a zoning lot has street frontage on more than one (1) street, the provisions of this section shall apply to each street frontage; provided, however, signs permitted by a street frontage must be adjacent to, and face the direction of travel along said street. EXCEPTION: On zoning lots adjoining designated collector or arterial streets or expressways to which the zoning lot has no direct, legal vehicular access, one (1) ground or pole sign not exceeding one hundred (100) square feet in area and twenty-five (25) feet maximum height above grade shall be permitted along such collector or arterial street or expressway; provided that any such ground or pole sign shall only be permitted in lieu of wall signs otherwise allowed on the building elevation facing the same street. One ground or pole sign shall be permitted for every one hundred fifty (150) feet of street frontage. When the distance separation of one hundred fifty (150) feet does not permit each individual business a sign, the businesses shall share the use of the permitted number of signs.

Under no circumstance shall the total gross surface area of all ground or pole signs on a zoning lot street frontage exceed the table of areas "maximum square feet of all signs per linear foot of street frontage" set forth in Table 4 of this Chapter.

- (2) Size Permitted. The size of an on-site ground or pole sign shall not exceed the maximum set forth in the "table of areas" below; provided, however, the total sign area of all on-site ground or pole signs on the zoning lot shall not exceed the "total permitted area in square feet of all signs per linear foot of street frontage" adjacent to street frontage providing legal, direct vehicular access onto the zoning lot.

<p align="center">TABLE OF AREAS (Table 4) Maximum Permitted Areas for On-Site Ground or Pole Signs in "LI" and "GI" Districts Total Permitted Area</p>		
Type of Street	Maximum Area of Individual Sign in Square Feet	in Square Feet of All Signs per Lineal Foot of Street Frontage

Undesignated	100	.5
Collector	150	.5
Arterial	200	1
Expressway	200	1

- ~~(b)~~ ~~Off site signs, subject to provisions in Section 12A-313, except that no off site signs shall be permitted along anything less than an arterial roadway or expressway, and that the maximum area of any individual off site sign shall be no larger than fourteen by forty eight feet (14' x 48') without a variance and shall not be over thirty (30) feet in height, nor shall it block the view of any on-site signs.~~
- ~~(c)~~(b) Wall signs; provided that signs shall be limited in total area to twenty percent (20%) of each building elevation, and no individual sign shall exceed two hundred (200) square feet in area.
- ~~(d)~~(c) Roof signs, except for commercial balloon signs, shall not be permitted except by a variance approved by the Board of Zoning Appeals.
- ~~(e)~~(d) Portable signs; provided, however, only one (1) sign shall be permitted for an individual business. Any such sign shall be located in accordance with all other applicable regulations including, but not limited to, the area and spacing limitations for pole and ground signs, the location of the sign in relation to the street right-of-way line and the distance from driveway approaches. Such signs may be illuminated; however, strobe lights or flashing bulbs and flashing or moving images shall not be permitted. Any sign permitted by this section shall not exceed sixty (60) square feet in gross surface area.
- ~~(f)~~(e) Height Limit. No ground or pole sign shall exceed a height of twelve (12) feet.
- ~~(g)~~(f) Location on Property. On-site ground or pole signs shall not project over public right-of-way, and shall be located not closer to an adjacent property line than one-third (1/3) the frontage of the zoning lot or fifteen (15) feet, whichever is less. The centerline of an alley shall be considered an adjacent property line. When more than one (1) ground or pole sign is permitted on a zoning lot, there shall be maintained a minimum horizontal distance between signs of one hundred fifty (150) feet, along the same street frontage. EXCEPTION: A sign located within fifty (50) feet of the intersection of two (2) streets on a corner lot may be placed so that it may face both directions of travel, such as a sign being erected on an

angle. When this occurs, it shall be considered a sign adjacent to each street, and one-half (1/2) of the sign area shall be charged against the total permitted sign area of each street frontage. EXCEPTION: The Planning Administrator ~~or designee~~ may vary these minimum horizontal distances up to thirty percent (30%) when circumstances related to the physical features of the zoning lot prevent the installation of the sign at the minimum horizontal distances. The reduction of these minimums shall in no way change the number of signs permitted on a zoning lot.

~~(h)~~(g) For purposes of this section, "street frontage" shall be the linear feet of street frontage directly adjacent to an adjoining street or street right-of-way from which there is direct, legal vehicular access to the zoning lot. In determining street frontage, one-half (1/2) the width of an adjoining alley may be considered as frontage.

~~(i)~~(h) Portable signs as set forth in **Section 12A-410**.

~~(j)~~(i) Commercial balloon signs as set forth in **Section 12A-409**.

~~(k)~~(j) Menu Boards as set forth in **Section 12A-308**.

~~(k)~~ Adjacent to Maize Road, 37th Street, 53rd Street, Tyler Road and 119th Street no pole signs shall be allowed. All signs on these designated arterials shall be monument type only, with maximum height, maximum size and location subject to conditions in 12A-508(a), 12A-508(e), 12A-508(f) and 12A508(g).

~~(l)~~ Property in the "LI" or "GI" district which is part of a Community Unit Plan, regardless of its location along any arterial as outlined in 12A-508(d), may have pole signs allowed if permitted by the Planning Commission and City Council as a provision of the Community Unit Plan.

~~(m)~~ Pole signs may be allowed in the "LI" or "GI" district, regardless of the property's location along any arterial as outlined in 12A-508(k), with the approval of the Planning Commission.

12A-509. SIGNS PERMITTED IN THE "OW" OFFICE/WAREHOUSE DISTRICT.

(a) On-site ground or pole signs shall be allowed under the following provisions:

(1) Number Permitted. The number of ground or pole signs permitted on a zoning lot shall be determined by the linear feet of street frontage of the zoning lot. Where a zoning lot has street frontage on

more than one (1) street, the provisions of this section shall apply to each street frontage; provided, however, signs permitted by a street frontage must be adjacent to, and face the direction of travel along said street. EXCEPTION: On zoning lots adjoining designated collector or arterial streets or expressways to which the zoning lot has no direct, legal vehicular access, one (1) ground or pole sign not exceeding sixty-four (64) square feet in area and twenty (20) feet maximum height above grade shall be permitted along such collector or arterial street or expressway; provided that any such ground or pole sign shall only be permitted in lieu of wall signs otherwise allowed on the building elevation facing the same street. One (1) ground or pole sign shall be permitted for any street frontage; provided, however, additional ground or pole signs may be permitted when a distance separation of one hundred fifty (150) feet along the street frontage is maintained between ground or pole signs. When the distance separation of one hundred fifty (150) feet does not permit each individual business a sign, the businesses shall share the use of the permitted number of signs. Under no circumstance shall the total gross surface area of all ground or pole signs on a zoning lot street frontage exceed the table of areas “maximum square feet of all signs per linear foot of street frontage” set forth in Table 5 of this Chapter.

(2) Size Permitted. The size of an on-site ground or pole sign shall not exceed the maximums set forth in the “table of areas” below; provided, however, the total sign area of all on-site ground or pole signs on the zoning lot shall not exceed the “total permitted area in square feet of all signs per linear foot of street frontage” adjacent to street frontage providing legal, direct vehicular access onto the zoning lot.

<p align="center">TABLE OF AREAS (Table 5) Maximum Permitted Areas for On-Site Ground or Pole Signs in “OW” District Total Permitted Area</p>		
Type of Street	Maximum Area of Individual Sign in Square	in Square Feet of All Signs per Lineal Foot of

	Feet	Street Frontage
Undesignated	50	.5
Collector	100	.5
Arterial	150	1
Expressway	150	1

(3) Height Limit. No ground or pole sign shall exceed a height of twenty (20) feet.

(4) Location on Property. On-site ground or pole signs shall not project over public right-of-way, and shall be located not closer to an adjacent property line than one-third (1/3) the frontage of the zoning lot or fifteen (15) feet, whichever is less. The centerline of an alley shall be considered an adjacent property line. When more than one (1) ground or pole sign is permitted on a zoning lot, there shall be maintained a minimum horizontal distance between signs of one hundred fifty (150) feet, along the same street frontage. EXCEPTION: A sign located within fifty (50) feet of the intersection of two (2) streets on a corner lot may be placed so that it may face both directions of travel, such as a sign being erected on an angle. When this occurs, it shall be considered a sign adjacent to each street, and one-half (1/2) of the sign area shall be charged against the total permitted sign area of each street frontage. EXCEPTION: The Planning Administrator and/or designee may vary these minimum horizontal distances up to thirty percent (30%) when circumstances related to the physical features of the zoning lot prevent the installation of the sign at the minimum horizontal distances. The reduction of these minimums shall in no way change the number of signs permitted on a zoning lot.

~~(b) Off site signs, subject to provisions in **Section 12A-313**, except that no off site signs shall be permitted along anything less than an arterial roadway or expressway, and that the maximum area of any individual off site sign shall be no larger than fourteen feet by forty eight feet (14' x 48') without a variance and shall not be over thirty (30) feet in height, nor shall it block the view of any on site signs.~~

~~(c)~~(b) Portable signs as set forth in **Section 12A-410**.

~~(d)~~(c) Commercial balloon signs as set forth in **Section 12A-409**.

~~(e)~~(d) Wall signs not exceeding one hundred fifty (150) square feet in area and thirty (30) feet in height above grade, and limited to one (1) per building elevation for each major use in the building; provided that the total amount of wall signage per building elevation shall be limited in total area to ten percent (10%) of the building elevation, or a total of three hundred (300) square feet, whichever is less. The building elevation to which any sign is to be attached shall have one of the following:

- (1) Street frontage;
- (2) Be adjacent to a nonresidential zoning district; or
- (3) If adjacent to a residential zoning district, there must be a parking, loading or open space area with a depth of one hundred fifty (150) feet or more as measured from the sign face to the property line which adjoins the residential zoning district.

~~(f)~~(e) Any sign permitted by this section shall be limited to direct or internal illumination of white light only. Signs shall not rotate or have flashing or moving images.

~~(g)~~(f) For purposes of this section, "street frontage" shall be the linear feet of street frontage directly adjacent to an adjoining street or street right-of-way from which there is direct, legal vehicular access to the zoning lot. In determining street frontage, one-half the width of an adjoining alley may be considered as frontage.

(g) *Adjacent to Maize Road, 37th Street, 53rd Street, Tyler Road and 119th Street no pole signs shall be allowed. All signs on these designated arterials shall be monument type only, with maximum height, maximum size and location subject to conditions in 12A-509(a).*

(h) *Property in the "OW" district which is part of a Community Unit Plan, regardless of its location along any arterial as outlined in 12A-509(d), may have pole signs allowed if permitted by the Planning Commission and City Council as a provision of the Community Unit Plan.*

ARTICLE 6. ENFORCEMENT AND LIENS.

12A-601. AUTHORITY. The Planning Administrator and City Administrator ~~and/or designee~~ are authorized and directed to enforce all provisions of this Article.

12A-602. RIGHT OF ENTRY. Whenever necessary to make an inspection to enforce any of the provisions of this Article, or whenever the Planning Administrator has reasonable cause to believe that there exists upon any premises any condition or violation which makes such sign unsafe, dangerous or hazardous, the Planning Administrator ~~and/or his/her designee~~ may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Planning Administrator by this Article. However, if such building or premises is occupied, he or she shall first present proper credentials and request entry; and if such building or premises is unoccupied, he or she shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If entry is refused, the Planning Administrator, ~~or his/her designee,~~ shall have recourse to every remedy provided by law to secure entry.

When the Planning Administrator ~~and/or designee~~ has first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner, occupant or any other person having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the City, for the purpose of inspection and examination pursuant to this Article.

12A-603. ENFORCEMENT PROCEDURES.

- (a) Permanent signs. If the Planning Administrator finds that any sign is in violation of the provisions of this Article, with the exception of issues related to maintenance addressed in **Section 12A-212** above and temporary signs and/or off-premises signs addressed in Subsection (2) below, ~~he or she~~ *the Planning Administrator* shall give written notice to the sign owner. If such person fails to repair, alter or remove the sign so as to comply with this Article within thirty (30) days after service of such notice, or within such other time as is specified in this Article or in such notice, the Planning Administrator ~~and/or designee~~ may institute proceedings to enforce this Article in a court of competent jurisdiction. In addition, the Planning Administrator ~~and/or designee~~ may cause any sign not brought in compliance with this Article after the service of the thirty (30) day notice described above to be repaired, altered or removed at the expense of the sign owner and the property owner and, shall upon determination of such expense, certify the same to the City Clerk.
- (b) Temporary and off-premises signs. If the Planning Administrator ~~or designee~~ finds that a temporary sign or a sign located off-premises, including one located within a public right-of-way, is in violation of this Article, the Planning Administrator may cause to remove the sign immediately without notice. If a temporary sign is removed by the City, the City shall impound the sign for a minimum of thirty (30) days and return the sign to the owner upon request after payment of a fee of ~~Thirty Dollars (\$30.00)~~ Fifty Dollars (\$50) is paid to the City.

12A-604. LIEN COLLECTION. The City Clerk shall notify the sign owner or property owner of the total expenses incurred in the alteration or to pay the entire costs and expenses of such repair, alteration or removal, such expenses shall become a lien against and run with the property where the sign is located, and the City Clerk shall certify the same to the County Appraiser for collection in the same manner as delinquent charges, assessments or taxes are collected pursuant to this **Section 12A-604**.

12A-605. AMOUNT OF LIEN. The amount certified by the City Clerk to the County Appraiser for collection shall include the actual cost of repair, alteration or removal of the sign, plus twenty-five percent (25%) to cover administrative costs, penalties, collection costs and

interest.

12A-606. ADDITIONAL REMEDIES. The enforcement procedures established in this ~~Division~~ Chapter are not the exclusive method of enforcement of the provisions of this Article, but may be exercised concurrently with, or in addition to, the imposition of the penalties pursuant to this Article, or other civil remedies available to the City pursuant to law.

12A-607. PENALTIES FOR VIOLATION OF CHAPTER, RULE OR ORDER.
(a) Any person violating any of the provisions of this chapter or any reasonable rule or order of the Planning Administrator, or causing, permitting or suffering the same to be done, is guilty of misdemeanor and shall be punished by a fine of not more than five hundred dollars or by imprisonment of not more than six months or both such fine and imprisonment.
(b) The issuance or granting of a permit shall not be deemed or construed to be a permit for or an approval of any violation of any of the provisions of this chapter. No permit presuming to give authority to violate or cancel the provisions of this chapter shall be valid, except insofar as the work or use which it authorizes is lawful.

12A-608. SEVERABILITY. If any section or provision of this Article is for any reason held illegal, invalid, or unconstitutional, such action shall not affect the remaining provisions of this chapter, which shall remain valid to the extent possible.

SECTION 7. Effective Date. This Ordinance shall be in force and take effect from and after its passage, adoption and approval and publication one time in the City’s official newspaper.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Maize, Kansas, on this _____ day of _____, ~~2008~~ 2013.

CITY OF MAIZE, KANSAS

By _____
CLAIR DONNELLY, Mayor

ATTEST:

By _____

JOCELYN REID, City Clerk

PUBLIC WORKS REPORT 6-12-2013

Regular Maintenance

- Graded all streets several times this past month. Took out a culvert at the end of Lakelane that wasn't needed. Built up the road at the east end also. These are several requests the citizens had along Lakelane.
- Continue to check the water quality and lift stations daily. Have installed five or six new water meters this month. I ordered 60 more meters. Hope that will get us through this year.
- We are mowing a lot right now. City hall, Community Building area, Maize Road, 45th St. east and west, 119th, and Tyler Road. Have also mowed four properties that were not being taken care of or were abandoned: 821 So Trotter, 11703 Cedar Lane, 326 Jonathan and 613 Longbranch. Also, we have mowed along the railroad tracks. Some of the areas by the tracks are still way too wet but are starting to dry up.
- Had several burials this past month. We helped John mow the Cemetery because of the wet grounds and tall grass and we wanted it to be nice for Memorial Day. Also we have had to do some repairs on the Cemetery mower.

Special Projects

- We got the flag bases all done and as many of you saw the 27 flags were all up for Memorial Day.
- Removed and replaced some sidewalk along Walker street by WSU that was a trip hazard.
- Getting bids for James Street by Vermillion School, north Maize Road and Lakelane. Hope to be able to do something to some or all of these streets this year or next.

Ron Smothers
Public Works Director

Water and Wastewater Report May 14, 2013 – June 11, 2013

Water Operations

Maximum Contaminant Level (MCL) for both chlorine and fluoride is 4.0 mg/L.
Minimum allowable free chlorine residual to the last free flowing tap is 0.2 mg/L.
Recommended fluoride dosage for this area is now 0.7 mg/L.

Routine bacteriological samples remain good (non-detect).

May 20 – Pulled the state nitrate sample. This is on a quarterly schedule.

May 22 – Helped the crew move a meter set and pit at 4845 Maize Rd. This was related to the road improvement project.

June 11 – Pulled the state fluoride sample. This is on a quarterly schedule.

Wastewater Operation

May 30 – Three inches of rain gave us enough storm water runoff to verify that the Fieldstone storm water structure is indeed operating properly.

No really unusual events to report. Transitioning into summer. A lot of groundskeeping activities taking place. The plant itself seems to be settling down as the weather stabilizes.

Routine maintenance continues as scheduled.

Discharge Monitoring Report Transmittal Memo

No Warnings or Deficiencies reported for the month.

2013	Water Total	Average per Day Use	Chlorine Average Mg/L	Fluoride Average mg/L	Wastewater Total	Average per Day Treated	Biosolids Total
Gallons							
January	6,914,000	223,032	0.99	0.80	7,991,000	257,770	140,000
February	6,335,600	226,271	0.97	0.74	7,195,000	256,960	136,000
March	7,314,800	235,961	0.94	0.69	8,223,000	265,250	154,000
April	6,904,100	230,137	0.96	0.68	8,156,000	271,860	98,000
May	7,989,800	257,736	1.27	0.57	8,588,000	277,030	112,000
June							
July							
August							
September							
October							
November							
December							
Total Gallons							

2012	Water Total	Average per Day Use	Chlorine Average mg/L	Fluoride Average mg/L	Wastewater Total	Average per Day Treated	Biosolids Total
Gallons							
January	6,660,300	214,848	1.12	0.75	7,913,000	255,250	126,000
February	6,262,400	215,945	1.06	0.73	8,020,000	276,550	124,000
March	6,795,100	219,197	1.01	0.83	8,173,000	263,640	154,000
April	7,047,300	234,919	1.04	0.88	7,716,000	257,200	168,000
May	8,124,000	262,064	1.04	0.84	8,021,000	258,740	162,000
June	8,016,900	267,230	0.89	0.86	7,486,990	249,230	126,000
July	9,586,400	309,239	0.88	0.88	7,088,000	228,640	28,000
August	9,018,600	290,923	0.75	0.86	6,290,990	202,930	0
September	9,167,500	305,583	0.80	0.81	6,890,000	229,660	0
October	7,922,300	255,558	0.87	0.81	6,260,990	201,960	124,000
November	6,982,500	232,750	0.87	0.80	6,512,000	217,067	112,000
December	6,969,500	224,823	0.86	0.77	7,684,000	247,870	112,000
Total Gallons	92,552,800				88,055,970		1,236,000

2011 Gallons	Water Total	Average per Day Use	Chlorine Average mg/L	Fluoride Average mg/L	Wastewater Total	Average per Day Treated	Biosolids Total
January	6,446,300	207,945	1.04	0.96	5,972,990	192,670	108,000
February	5,835,500	208,411	1.06	0.88	5,692,000	203,286	116,000
March	6,044,800	194,994	0.99	0.65	6,124,000	197,548	135,000
April	6,943,300	231,443	0.90	0.75	5,937,990	197,930	124,000
May	7,555,700	243,732	0.76	0.82	5,210,000	168,064	81,000
June	7,373,800	245,793	0.75	0.80	5,437,990	181,260	70,000
July	8,439,200	272,232	0.94	0.78	5,693,000	183,640	30,000
August	8,048,400	259,626	0.97	0.77	6,284,990	203,740	14,000
September	7,780,900	259,363	0.94	0.84	5,776,000	192,530	0
October	7,421,100	239,390	1.03	0.80	6,534,000	210,774	28,000
November	6,428,400	214,280	1.10	0.67	7,409,990	246,990	97,500
December	6,448,100	208,003	1.10	0.71	8,032,000	259,000	112,000
Total Gallons	84,765,500				74,104,950		915,500

City Engineer's Report
6/12/13

Maize Road Project

Maize Road paving is done from the Arc Church drive to the railroad tracks and on 53rd from K-96 west to near Park Avenue. Jones Avenue is re-opened. Sidewalks and driveways are being installed on the west side of Maize Road from Casey's to Central Street. The pedestrian crossing between Derek Ct. and Roseann Ct. is installed and waiting for electrical power. The new railroad crossing flashers have been installed. In the near future, permanent signage and permanent paving markings will be installed. The last surface lift of asphalt from the railroad tracks south should be installed within the next two (2) weeks weather permitting.

Central Street Project

The valley gutter for Central Street has been installed on the south side. Mies will begin installing the storm sewer shortly.

Woods at Watercress

The water and sewer lines are over 50% completed. Once these are completed the storm sewer and street project will commence.

Hidden Acres

A new house is being framed on Hidden Acres and will include a major out building.

O'Reilly Auto Parts

Bids have been taken on the O'Reilly Auto Parts store. Construction is expected to commence shortly.

Fiddler's Cove

A new permit has been pulled for the Fiddler's Cove area and the basement is being framed.

Crystal Shores

The second permit for the Crystal Shores development has been pulled.

New Home Permits

Since the last City Council meeting, four (4) new permits have been pulled in Hampton Lakes, one (1) has been pulled for Watercress Village II, and two (2) new houses were started in Watercress.

PLANNING ADMINISTRATOR'S REPORT

DATE: June 17, 2013
TO: Maize City Council
FROM: Kim Edgington, Planning Administrator
RE: Regular June Council Meeting

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

1. Sign Code Amendments – The Planning Commission has completed their final review of the proposed Sign Code amendments and unanimously voted at their June 6th meeting to recommend approval to the City Council.
2. Apartment project at Emerald Springs – Richard, Bill and I met with the property owners, developers, architect and engineer for a proposed 12.37 acre upscale apartment project proposed to be part of the Emerald Springs development. The property owners propose to request rezoning for 12.37 acres which is currently zoned SF-5 Single Family Residential immediately north of the Westar Substation on Tyler Road for a 162-unit apartment project. This project is in the very preliminary stage and we will provide more information to the Council and Planning Commission as soon as it is available.
3. Signage for Hampton Lakes – it was discovered that the BZA included approval for a monument sign in 2008 to be located in the island at the intersection of Hampton Lakes and Maize Road. Therefore, a permit for this sign has now been issued and construction of the sign will be complete within the next few weeks.
4. General planning issues – I continue to meet, both on the phone and in person, with citizens and developer's representatives requesting information on general planning matters, such as what neighboring property owners are planning to do, what they are allowed to do on their property, and what the process is for submitting various applications and materials to the Planning Commission.



**City Clerk Report
REGULAR COUNCIL MEETING
June 17, 2013**

Year to date status (Through 05/31/13):

General Fund –			
	Budget	YTD	
Rev.	\$2,447,327	\$1,174,651	48.00%
Exp.	\$2,717,755	\$1,059,281	38.98%
Streets –			
Rev.	\$279,140	\$ 113,685	40.73%
Exp.	\$251,050	\$ 121,839	48.53%
Wastewater Fund-			
Rev.	\$657,340	\$ 330,828	50.33%
Exp.	\$657,340	\$ 279,427	42.51%
Water Fund-			
Rev.	\$737,800	\$ 326,742	44.29%
Exp.	\$737,800	\$ 294,975	39.98%

Health & Dental Benefits

Per Council's request, here are the 2013 numbers (through 5/31/2013) 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:	\$ 86,139.20	\$ 21,759.28	\$107,898.48
Dental:	3,359.50	852.56	4,212.06
Life:	<u>3,033.96</u>	<u>0</u>	<u>3,033.96</u>
	\$ 92,532.66	\$ 22,611.84	\$115,144.50

Administrative Employees:

As of 5/31/2013, we had the following number of administrative employees:

Part-Time:	8 (City Engineer, Planning Administrator, Code Enforcement, City Attorney, City Attorney's Assistant, Intern)
Full-Time:	7 (City Administrator, Deputy City Administrator, City Clerk, City Treasurer, Administrative Assistant, Front Desk Clerk, Court Clerk, Police Clerk)

Dugan Park Funds

Per Council's request, the following is a breakdown of the Dugan Park funds (as of 04/30/2013)

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

Maize Clean-Up Day

The total cost for the 2013 Clean-Up Day is \$6,989.30. This includes hourly wages, trash hauler fees, food and supplies.

The total cost for 2012 Clean-Up Day was \$7,476.98.

Final Cost – New Software

The final cost for the installation for the new software system (Incode) is \$128,648. The contract not-to-exceed amount was \$140,000. The difference was in the travel allowance and in the installation fees.

Equipment Reserve 2013 (As of 05/31/2013)

<u>Detail</u>	<u>Reason</u>	<u>May Revenue</u>	<u>May Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/13					\$ 69,249.29
Interest	From Bank Accounts	11.48		50.00	49.31
Transfers	From General Fund	8,875.00		106,500.00	44,375.00
Total Revenues		\$ 8,886.48		\$ 106,550.00	\$ 44,424.31
Total Resources					\$ 113,673.60
Trucks/Heavy Equipment			\$ -	\$ 25,000.00	\$ -
Computers			4,545.00	20,000.00	5,499.46
Police Department Expenses				55,000.00	-
Total Expenditures			\$ 4,545.00	\$ 100,000.00	\$ 5,499.46
Cash Balance - 05/31/2013					\$ 108,174.14

CIP 2013 (As of 5/31/2013)

<u>Detail</u>	<u>Reason</u>	<u>May Revenue</u>	<u>May Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/13					\$ 250,032.96
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax			500.00	37.09
Interest	From Bank Accounts	131.65		200.00	564.91
Transfers	From General Fund	16,666.67		200,000.00	83,333.35
Total Revenues		16,798.32		200,700.00	83,935.35
Total Resources					333,968.31
Street Improvements				150,000.00	-
Technology Upgrades*			-		27,565.68
Maize Road Project			-	0.00	-
Park Improvements	From Dugan Park Funds		-	164,000.00	-
Other Capital Costs			-	75,000.00	-
Total Expenditures			-	389,000.00	27,565.68
Cash Balance - 05/31/2013					\$ 306,402.63

***Technology Upgrades - New software that was budgeted in 2012. This amount was encumbered in 2012 but paid out in 2013. This amount will go against the 2012 budget as planned.**

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 05/31/2013

	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	\$745.69	\$609.72	\$135.97	\$3,640.40	\$2,960.55	\$679.85	Flat - based on number of lines
Internet	495.00	445.50	49.50	\$2,475.00	2,227.50	247.50	Flat - \$49.50/month
Gas	205.18	127.11	78.07	\$4,250.13	2,632.96	1,617.17	38.05%
Electric	1,530.71	948.27	582.44	\$8,415.98	5,213.70	3,202.28	38.05%
Janitor	1,772.25	1,088.34	683.91	\$9,605.30	5,898.61	3,706.69	38.59%
Water/Sewer	0.00	0.00	0.00	\$0.00	0.00	0.00	
Trash	57.92	35.88	22.04	\$289.60	179.41	110.19	38.05%
Insurance (Annual Bill)		0.00	0.00	\$0.00	0.00	0.00	38.59%
Pest Control	275.00	255.00	20.00	\$1,375.00	1,275.00	100.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$5,081.75	\$3,509.82	\$1,571.93	\$30,051.41	\$20,387.73	\$9,663.68	

Shared Costs for City Hall
 Updated 6/13/2013

CAPITAL PROJECTS

**Temporary Note Resolution
Series A 2011**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/12	Expenditures 1/1/13 thru 5/31/13	Total Expenditures	Resolution Authorization Less Expenditures	
Emerald Springs Paving	57	427-08	\$ 633,000	\$594,220.35	\$38,779.65	\$633,000.00	\$ -	Included in 2013 Series A GO Bonds
Emerald Springs Water	57	427-08	\$ 264,000	\$222,729.07	\$41,270.93	\$264,000.00	\$ -	Included in 2013 Series A GO Bonds
Eagles Nest Water	65	437-08	\$ 182,000	\$167,738.33	\$11,452.75	\$179,191.08	\$ 2,808.92	Included in 2013 Series A GO Bonds
Eagles Nest Storm Water Pump	65	438-08	\$ 250,000	\$116,044.64	\$21,032.16	\$137,076.80	\$ 112,923.20	Included in 2013 Series A GO Bonds
Eagles Nest Sanitary Sewer	65	439-08	\$ 404,000	\$312,058.84	\$21,032.16	\$333,091.00	\$ 70,909.00	Included in 2013 Series A GO Bonds
Eagles Nest Storm Water Sewer	65	445-08	\$ 357,000	\$299,330.32	\$21,032.16	\$320,362.48	\$ 36,637.52	Included in 2013 Series A GO Bonds
Eagles Nest Paving	65	441-08	\$ 749,000	\$472,149.31	\$21,032.18	\$493,181.49	\$ 255,818.51	Included in 2013 Series A GO Bonds
Watercress Addition Phase 2 Water	67	457-09	\$ 95,000	\$58,085.38	\$7,957.82	\$66,043.20	\$ 28,956.80	Included in 2013 Series A GO Bonds
Watercress Addition Phase 2 Paving	67	458-09	\$ 285,000	\$205,740.10	\$7,957.82	\$213,697.92	\$ 71,302.08	Included in 2013 Series A GO Bonds
Watercress Addition Phase 2 Sewer	67	459-09	\$ 125,000	\$60,776.79	\$7,957.80	\$68,734.59	\$ 56,265.41	Included in 2013 Series A GO Bonds
Fiddlers Cove Phase 2 Sewer	68	422-08	\$ 81,000	\$59,943.75	\$6,433.48	\$66,377.23	\$ 14,622.77	Included in 2013 Series A GO Bonds
Fiddlers Cove Phase 2 Water	68	423-08	\$ 110,000	\$84,074.95	\$6,433.48	\$90,508.43	\$ 19,491.57	Included in 2013 Series A GO Bonds
Fiddlers Cove Phase 2 Paving	68	424-08	\$ 405,600	\$332,713.95	\$4,866.39	\$337,580.34	\$ 68,019.66	Included in 2013 Series A GO Bonds
Totals for Series A 2011				\$2,985,605.78	\$217,238.78	\$3,202,844.56	\$737,755.44	

Temporary Note Resolution
Series A 2013

Hampton Lakes Commercial Park Storm Water	73	470-09	\$ 117,000.00	\$ 65,950.32	\$ 735.90	\$ 66,686.22	\$ 50,313.78
Hampton Lakes Commercial Park Sanitary Sewer	73	471-09	\$ 64,000.00	\$ 60,751.22	\$ 735.90	\$ 61,487.12	\$ 2,512.88
Hampton Lakes Commercial Park Drainage Pond	73	472-09	\$ 328,000.00	\$ 290,201.14	\$ 735.90	\$ 290,937.04	\$ 37,062.96
Hampton Lakes 2nd Addition Phase 1 Storm Water	74	481-10	\$ 226,000.00	\$ 142,698.42	\$ 735.90	\$ 143,434.32	\$ 82,565.68
Hampton Lakes 2nd Addition Phase 1 Sanitary Sewer	74	482-10	\$ 92,000.00	\$ 71,151.50	\$ 735.90	\$ 71,887.40	\$ 20,112.60
Hampton Lakes 2nd Addition Phase 1 Water	74	483-10	\$ 56,000.00	\$ 54,007.15	\$ 735.90	\$ 54,743.05	\$ 1,256.95
Hampton Lakes 2nd Addition Phase 1 Paving	74	484-10	\$ 168,000.00	\$ 147,288.58	\$ 735.90	\$ 148,024.48	\$ 19,975.52
Maize Road Improvements	47	Temp Note Resolution #494-11	\$ 1,001,240.00	\$ 1,001,240.00	\$ -	\$ 1,001,240.00	\$ -
Carriage Crossing 6 - High Plains Paving	61	480-10	\$ 212,000.00	\$ 6,954.42	\$ 1,345.84	\$ 8,300.26	\$ 203,699.74
Watercress Village 2nd Addition Phase 2 Water	05	509-12	\$ 57,000.00	\$ 47,509.32	\$ 833.67	\$ 48,342.99	\$ 8,657.01
Watercress Village 2nd Addition Phase 2 Paving	05	510-12	\$ 164,000.00	\$ 103,045.88	\$ 38,906.07	\$ 141,951.95	\$ 22,048.05
Watercress Village 2nd Addition Phase 2 Sewer	05	511-12	\$ 70,000.00	\$ 60,789.82	\$ 833.67	\$ 61,623.49	\$ 8,376.51

Watercress Village 2nd Addition Phase 2 Storm Water	05	512-12	\$ 249,000.00	\$ 141,657.61	\$ 19,606.81	\$ 161,264.42	\$ 87,735.58
Watercress Village 2nd Addition Phase 3 Water	05	513-12	\$ 57,000.00	\$ 40,108.22	\$ 603.75	\$ 40,711.97	\$ 16,288.03
Watercress Village 2nd Addition Phase 3 Paving	05	514-12	\$ 103,000.00	\$ 72,762.14	\$ 20,985.10	\$ 93,747.24	\$ 9,252.76
Watercress Village 2nd Addition Phase 3 Sewer	05	515-12	\$ 64,000.00	\$ 53,254.88	\$ 603.75	\$ 53,858.63	\$ 10,141.37
Central Street Project	05	518-12	\$ 360,000.00	\$ -	\$ 20,182.84	\$ 20,182.84	\$ 339,817.16
Woods @ Watercress Water	05	523-13	\$ 191,000.00	\$ -	\$ 17,342.09	\$ 17,342.09	\$ 173,657.91
Woods @ Watercress Paving	05	524-13	\$ 444,000.00	\$ -	\$ 1,842.09	\$ 1,842.09	\$ 442,157.91
Woods @ Watercress Sewer	05	525-13	\$ 222,000.00	\$ -	\$ 20,021.56	\$ 20,021.56	\$ 201,978.44
Woods @ Watercress Storm Water	05	526-13	\$ 164,000.00	\$ -	\$ 1,842.03	\$ 1,842.03	\$ 162,157.97
Totals for Series A 2013			\$ 2,359,370.62	\$ 150,100.57	\$ 2,509,471.19	\$ 1,899,768.81	

**Temporary Note Resolution
Series B 2011**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/12	Expenditures 1/1/13 thru 5/31/13	Total Expenditures	Resolution Authorization Less Expenditures	
Watercress Village 2nd Addition Storm Water	70	495-11	\$ 138,000.00	\$ 130,246.84	\$ 1,503.16	\$ 131,750.00	\$ 6,250.00	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Water	70	496-11	\$ 111,000.00	\$ 59,241.05	\$ 26,809.47	\$ 86,050.52	\$ 24,949.48	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Paving	70	497-11	\$ 272,000.00	\$ 219,953.66	\$ 26,543.87	\$ 246,497.53	\$ 25,502.47	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Sanitary Sewer	70	500-11	\$ 69,000.00	\$ 52,485.00	\$ 10,265.00	\$ 62,750.00	\$ 6,250.00	Included in 2013 Series A GO Bonds
Maize Road Improvements	47	Temp Note Res #502-11	\$ 800,000.00	\$ 797,987.44	\$ 2,012.56	\$ 800,000.00	\$ -	
Maize Road Improvements	47	Temp Note Res #466-09	\$ 600,000.00	\$600,000.00	\$0.00	\$600,000.00	\$0.00	
Totals for Series B 2011 Notes			\$ 1,990,000.00	\$ 1,859,913.99	\$ 67,134.06	\$ 1,927,048.05	\$ 62,951.95	

Temporary Note Resolution Series A 2012

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/12	Expenditures 1/1/13 thru 5/31/13	Total Expenditures	Expenditures Reimbursed by County	Resolution Authorization Less Expenditures
Maize Road Improvements	47	Temp Note Res #506-12	\$ 1,658,413.00	\$1,208,999.15	\$639,980.55	\$1,848,979.70	\$315,439.50	\$124,872.80

Other Project Fund Transfers to Debt Service

Project	Fund	Amount Transferred
Emerald Springs Stormwater	57	\$ 122,482.74
Emerald Springs Sanitary Sewer	57	\$ 122,482.73

Total Transfers

\$ 244,965.47

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

\$8,413,889.54 \$1,319,419.43 \$9,488,343.50 \$2,825,349.00



CITY OPERATIONS REPORT

DATE: June 12, 2013
TO: Maize City Council
FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Laura Fearey
RE: June Report

1) 2014 Budget workshop Follow up

Thanks to all the Council members for your input and direction. Some priorities staff took from the meeting included:

- a. Staff/Council Communications
 - Staff is discussing options to improve council information flow.
 - For quality control the in house system of “checks & balances” is under review.
- b. Streets:
 - North Maize Road
 1. Securing bids for “North Maize Road”. If funding options can be identified this could be done this year.
 2. Looking at possibly providing water to residents on north Maize Rd. Timing and funding will determine this.
 3. This area was annexed 5 years ago and the City has a review by the County in November.
 - Road Maintenance Plan
 1. Will be included in the 2014 budget
 2. Amount to be determined
 - 37th Street Improvements
 1. At this time the County will not participate in 2014.
 2. City of Wichita’s status is unknown.
 3. Money for the project is being projected but can be redirected.
- c. Clean Up Maize
 - Update on current activities
 - A six-month summary will be provided at next month’s Council meeting
 - ID Councilmembers’ concerns
 - Clean up day follow up
 1. Above items are being followed up on

- 2. Considering targeting options and reviewing status of some areas.
- d. City Fees & Franchise taxes
 - These have been under discussion for sometime
 - Options will be forwarded to Council
- e. Council Budget Timeline
 - Discussing options for the timing of the budget related items to provide improved input and direction from Council.
- f. Other
 - Final figures on Maize Road & valuation for the year not available until early July.
 - On-going budget e-mails and other methods of updates will be provided to the council as additional budget information becomes available.
 - Council suggestions are encouraged.

2) Maize Road

Maize Road construction completion date remains the end of June.
Central Street construction is underway with completion scheduled in July.

3) Maize/Colwich Annexation

On June 10th Richard, Sue, and Laura attended the Colwich annexation meeting. About 60 people were in attendance. The idea of Colwich and Maize having a common boundary was discussed and overall the meeting went well.

Colwich would like to use 135th Street west as the dividing line between Maize. In the past, some Maize Council members have suggested that the half-section line between 135th and 151st would be better.

Staff is in need of a Council consensus regarding the issue.

Some options discussed with the Mayor included:

- Allow 135th street to be Maize west limits
- The 135th street should be in Maize or Colwich (not split)
- If going further west- then poll the residents west of 135th for input.
- Could consider using USD 266 boundary as Maize west limit.

Whatever is decided Maize would work with Colwich and the residents to reach an agreement.

4) Technology Update

Staff is learning the Incode Software system. At this time we are in discussions with Incode to see what options are available for reports.

TKFast is coordinating the bids on the new desktop boxes. We received a good deal because they are “bundling” us with the Catholic Diocese. Each box will be around \$725 for the hardware. We are purchasing 12 machines to replace the remaining ACERS in the building. The costs are reduced for installation because once they set up one machine they can replicate it for the remaining machines.

5) Economic Development

- Housing Incentives for 2014 will need to be considered during the next month. Although staff continues to review the figures, at this point, a recommendation to continue though 2014 is being considered.
- 47 new single family starts for the year.
- Funding for the Master Industrial Park plan is being reviewed

6) Maize Fireworks Show

Traditionally the City has provided a July 4th fireworks show in the area of the City Park. This year the display has been cancelled. The City no longer has a “certified shooter” for the show. Other qualified individuals are not available on July 4th. The Mayor was unable to get a firm commitment from a shooter for another date. This will be reviewed after input is received regarding this cancellation.

7) Address Meeting

A meeting of the residents and businesses impacted by potentially changing numbers and/or street names has been scheduled for June 25th at 7:00 pm in the Council Chambers. Officer Stitt will provide a presentation which will be followed by brainstorming of ideas as well as developing a consensus.

8) Highlights Articles

- **Due date is June 17th**
- Provide information to Sara or Laura F.

9) Council Meetings

- June 17th @ 7PM (Regular)
- July 8th @ 6PM (Budget Workshop)
- July 15th @ 7Pm (Regular)
- July 20th or Aug 5th @ 7PM (Special-Budget hearing)