

**MEETING NOTICE  
MAIZE CITY COUNCIL  
REGULAR MEETING**

**TIME: 7:00 P.M.**  
**DATE: MONDAY, AUGUST 18, 2014**  
**PLACE: MAIZE CITY HALL**  
**10100 W. GRADY AVENUE**

**AGENDA  
MAYOR CLAIR DONNELLY PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 5A) Public Hearing IRB's Reiloy Westland Corporation
- 6) Consent Agenda
  - A. Approval of Minutes – Regular Council Meeting of July 21, 2014.
  - B. Receive and file minutes from the Planning Commission meeting of July 17, 2014
  - C. Receive and file minutes from the Park and Tree Board meeting of July 8, 2014.
  - D. Cash Disbursements from July 1, 2014 thru July 31, 2014 in the amount of \$649,786.67 (Check #58929 thru #59077).
- 7) Old Business
  - A. AT&T Water Tower Agreement
  - B. Eagle's Nest Phase 2A Revised Paving Petition
  - C. Eagle's Nest Phase 2A Revised Water Petition
  - D. Zoning Case Z-02-014 (107 S. King – Stover's)
- 8) New Business
  - A. Resolution of Intent to Issue IRB's Reiloy Westland Corporation
  - B. Eagles Nest Phase 2 Sewer/Phase 2A Water Construction Bids & Contract
  - C. Vacation Case V-03-014 (37th & Maize Rd - Hutchinson Credit Union)
  - D. Utility Rate Increase Ordinance
- 9) Reports
  - Police
  - Public Works

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

10) Executive Session

11) Adjournment

**MINUTES-REGULAR MEETING  
MAIZE CITY COUNCIL  
Monday, July 21, 2014**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **July 21, 2014** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Karen Fitzmier, Pat Stivers, Kevin Reid** and **Alex McCreath**. **Donna Clasen** was absent.

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

**APPROVAL OF AGENDA:**

The Agenda was submitted for Council approval.

**MOTION:** **Fitzmier** 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 June 16, 2014, the Park & Tree Board minutes of June 10, 2014 for receipt and file, and the Cash Disbursement Report from June 1, 2014 through June 30, 2014 in the amount of \$280,327.29 (Check #58766 through #58928).

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

**KANSAS PAVING CONTRACT:**

A contract from Kansas Paving for street improvements at 45<sup>th</sup> Street and Tyler Road was submitted for Council approval.

**MOTION:** **Stivers** moved to approve the Kansas Paving contract in an amount not to exceed \$83,750 and authorize the Mayor to sign.  
**Reid** seconded. Motion declared carried.

**ZONING CASE #Z-01-014, 45<sup>TH</sup> AND MAIZE ROAD:**

A request for a zone change from SF-5 Single Family Residential to LC Limited Commercial for property at 10501 W. 45<sup>th</sup> Street North was submitted for Council approval.

**MOTION:** **Stivers** moved to adopt the ordinance for a zone change within Maize city limits.  
**Reid** seconded. Motion declared carried.

*City Clerk assigned Ordinance #877.*

**ZONING CASE #Z-02-014, 107 S. KING:**

A request for a zone change from SF-5 Single Family Residential to GO General Office for property at 107 S. King was submitted for Council approval.

**MOTION:** **Reid** moved to send the zoning case back to the Planning Commission for further review.  
**McCreath** seconded. Motion declared carried.

**PROPOSED 2015 CITY BUDGET FOR PUBLICATION:**

The City of Maize 2015 Proposed Budget with a mill levy of 43.077 was submitted for Council approval.

**MOTION:** **Stivers** moved to accept the proposed 2015 Budget as presented, authorize publication of the proposed budget in *The Clarion* and set the public hearing on the proposed budget for Monday, August 4, 2014 at 7:00 pm.  
**Fitzmier** seconded. Motion declared carried.

**ADJOURNMENT:**

With no further business before the Council,

**MOTION:**     *Reid* moved to adjourn.  
                  *McCreath* 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, JULY 17, 2014**

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

Also present were *Jocelyn Reid*, Recording Secretary; *Kim Edgington*, Planning Administrator; *Richard LaMunyon*, City Administrator; *Ryan Ott*, MKEC; *Dan Garber*, Garber Surveying Service.

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

**MOTION:** *Burks* moved to approve the June 5, 2014 minutes as presented:  
*Wilks* seconded the motion.  
Motion carried unanimously.

**NEW BUSINESS – PLANNING COMMISSION**

**V-02-014 – Vacation request for a portion of a drainage and utility easement east of the intersection of Goldenrod and Village Place in Watercress Village**

*Ryan Ott* of MKEC asked the commission to vacate 7 feet of a drainage and utility easement to allow for construction of a patio home.

**MOTION:** *Wilks* moved to approve V-02-014 vacation request for a portion of a drainage and utility easement east of the intersection of Goldenrod and Village Place in Watercress Village subject to verification that not utilities are located in the vacated easement.  
*Herrington* seconded the motion.  
Motion carried unanimously.

**V-03-014 Vacation request for a portion of complete access control and restricted turns for Lots 1 and 2, Block 1, Wadley Ranch Addition at the southwest corner of Maize Road and 37<sup>th</sup> Street North**

*Dan Garber* of Garber Surveying Service asked the commission to vacate the platted complete access control along the north side of Lots 1 and 2, Block 1, Wadley Ranch Addition and move the access opening 15 feet to the west so that it will be centered on the lot line between Lots 1 and 2. He also asked that the restriction to right/in and right/out turns be removed for the two openings serving Lot 1, Block 1 Wadley Ranch.

**MOTION:** *Aubuchon* moved to approve V-03-014 vacation request for a portion of complete access control and restricted turns for Lots 1 and 2, Block 1, Wadley Ranch Addition at the southwest corner of Maize Road and 37<sup>th</sup> Street North.

*Burks* seconded the motion.

Motion carried unanimously.

**ADJOURNMENT:**

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

*Wilks* seconded the motion.

Motion carried unanimously.

Meeting adjourned at 7:45 PM.

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Jocelyn Reid  
Recording Secretary

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Gary Kirk  
Chairman

**MAIZE PARK AND TREE BOARD  
MINUTES – REGULAR MEETING  
TUESDAY, July 8, 2014**

The Maize Park and Tree Board met in a regular meeting at 5:31pm, Tuesday, July 8, 2014 with **Chairman Jennifer Herington** presiding. Board members present were **Mike Burks, Marina Fulton and Dennis Wardell**. Board members absent were **Becky Keiter-Bell and Betty Pew**.

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

**Approval of Agenda:**

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

**Approval of the June 10, 2014 Minutes:**

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

**Open Board Position:**

Patrick Atchison and Nancy Scarpelli expressed interest in being appointed to the Board. Board members reviewed letters of interest from both candidates.

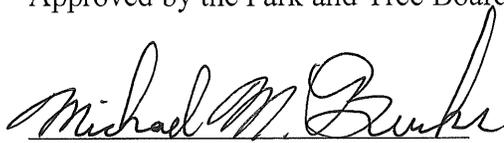
**MOTION:** **Fulton** moved to nominate Patrick Atchison to fulfill the remaining two year term of the Board position that was created by the resignation of Tammy Learned.  
**Herington** seconded. Motion declared carried.

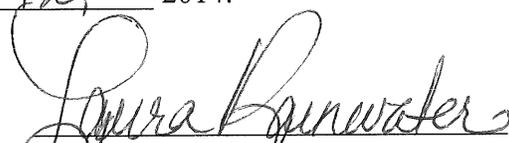
**Adjournment:**

With no further business before the board:

**MOTION:** **Burks** motioned to adjourn.  
**Fulton** seconded. Motion declared carried.  
Meeting adjourned at 5:52pm

Approved by the Park and Tree Board on August 12, 2014.

  
Park and Tree Board Member

  
Recording Secretary

**CITY OF MAIZE**

**Cash and Budget Position**

**Thru May 31, 2014**

FUND	NAME	BEGINNING	MONTH	MONTH	END MONTH	ANNUAL	YTD	YTD	REMAINING	REMAINING
		CASH BALANCE	RECEIPTS	DISBURSEMENTS	CASH BALANCE	EXPENSE BUDGET	REVENUE	EXPENSE	EXPENSE BUDGET	BUDGET PERCENTAGE
01	General Fund	\$ 1,261,492.40	\$ 171,377.44	\$ 286,889.61	\$ 1,145,980.23	\$ 3,030,450.00	\$ 2,078,332.46	\$ 1,538,771.97	\$ 1,491,678.03	49.22%
02	Street Fund	105,166.40	37,501.44	43,986.03	98,681.81	268,000.00	180,018.90	186,695.24	81,304.76	30.34%
04	Capital Improvements Fund	477,926.09	14,878.00	11,600.00	481,204.09	564,000.00	103,076.73	40,590.38	523,409.62	92.80%
5	Long-Term Projects	(12,265.20)	-	964.71	(13,229.91)	-	-	385,629.81		
10	Equipment Reserve	123,398.43	12,525.72	16,355.00	119,569.15	195,000.00	87,582.63	64,963.02	130,036.98	66.69%
11	Police Training Fund	4,138.99	156.00	700.00	3,594.99	10,000.00	1,660.00	4,061.35	5,938.65	59.39%
12	Municipal Court Fund	10,162.69	1,058.95	-	11,221.64	-	11,355.67	10,194.22		
16	Bond & Interest Fund	1,502,828.49	50,010.81	277,728.75	1,275,110.55	2,191,290.00	1,523,384.45	714,465.43	1,476,824.57	67.40%
19	Wastewater Reserve Fund	146,339.98	1,928.92	-	148,268.90	-	13,502.44	7,498.00		
20	Wastewater Treatment Fund	454,027.09	72,800.67	73,101.96	453,725.80	681,000.00	495,399.66	409,313.55	271,686.45	39.90%
21	Water Fund	375,801.93	63,645.84	67,486.25	371,961.52	749,600.00	482,049.94	434,046.28	315,553.72	42.10%
22	Water Reserve Fund	59,748.81	1,000.00	12,600.00	48,148.81	35,000.00	7,000.00	49,415.00	(14,415.00)	-41.19%
23	Water Bond Debt Reserve Fund	280,000.00	2,000.00	-	282,000.00	-	14,000.00	-		
24	Wastewater Bond Debt Reserve Fund	159,800.09	2,000.00	-	161,800.09	-	14,000.00	-		
32	Drug Tax Distribution Fund	4,603.57	-	-	4,603.57	-	-	-		
38	Cafeteria Plan	1,219.47	-	118.00	1,101.47	-	5,981.95	5,281.11		
40	Carlson Assessments Fund	38,770.21	-	-	38,770.21	-	-	20,255.00		
47	53rd & Maize Road Expansion	98,542.42	-	2,000.00	96,542.42	-	20,356.32	30,107.02		
61	Carriage Crossing VI	114,403.53	-	-	114,403.53	-	-	119.34		
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)	-	-	-		
73	Hampton Lakes Commercial	13,068.00	-	-	13,068.00	-	-	-		
74	Hampton Lakes 2nd Addition	46,795.37	-	-	46,795.37	-	-	39.78		
76	Series 2013B Refunding Bonds	463.25	-	-	463.25	-	-	-		
98	Maize Cemetery	166,595.19	4,673.20	2,875.88	168,392.51	140,265.00	30,934.43	24,420.74	115,844.26	82.59%
<b>Report Totals</b>		<b>\$ 5,432,685.20</b>	<b>\$ 435,556.99</b>	<b>\$ 796,406.19</b>	<b>\$ 5,071,836.00</b>	<b>\$ 7,864,605.00</b>	<b>\$ 5,068,635.58</b>	<b>\$ 3,925,867.24</b>	<b>\$ 4,397,862.04</b>	<b>55.92%</b>

## CITY OF MAIZE

### Bank Reconciliation Report

For July 2014

**Fund Balances**

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 1,261,492.40	\$ 171,377.44	\$ 286,889.61	\$ 1,145,980.23
02	Street Fund	105,166.40	37,501.44	43,986.03	98,681.81
04	Capital Improvements Fund	477,926.09	14,878.00	11,600.00	481,204.09
05	Long-Term Projects	(12,265.20)		964.71	(13,229.91)
10	Equipment Reserve Fund	123,398.43	12,525.72	16,355.00	119,569.15
11	Police Training Fund	4,138.99	156.00	700.00	3,594.99
12	Municipal Court Fund	10,162.69	1,058.95	-	11,221.64
16	Bond & Interest Fund	1,502,828.49	50,010.81	277,728.75	1,275,110.55
19	Wastewater Reserve Fund	146,339.98	1,928.92	-	148,268.90
20	Wastewater Treatment Fund	454,027.09	72,800.67	73,101.96	453,725.80
21	Water Fund	375,801.93	63,645.84	67,486.25	371,961.52
22	Water Reserve Fund	59,748.81	1,000.00	12,600.00	48,148.81
23	Water Bond Debt Reserve Fund	280,000.00	2,000.00	-	282,000.00
24	Wastewater Bond Debt Reserve Fund	159,800.09	2,000.00	-	161,800.09
32	Drug Tax Distribution Fund	4,603.57	-	-	4,603.57
38	Cafeteria Plan	1,219.47	-	118.00	1,101.47
40	Carlson Assessments Fund	38,770.21	-	-	38,770.21
47	53rd & Maize Road Expansion	98,542.42	-	2,000.00	96,542.42
61	Carriage Crossing VI	114,403.53	-	-	114,403.53
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)
73	Hampton Lakes Commercial	13,068.00	-	-	13,068.00
74	Hampton Lakes 2nd Addition	46,795.37	-	-	46,795.37
76	Series 2013 B Refunding Bonds	463.25	-	-	463.25
98	Maize Cemetery	166,595.19	4,673.20	2,875.88	168,392.51
<b>Totals All Fund</b>		<b>\$ 5,432,685.20</b>	<b>\$ 435,556.99</b>	<b>\$ 796,406.19</b>	<b>\$ 5,071,836.00</b>

**Bank Accounts and Adjustments**

Emprise Bank/Halstead Checking Account	\$ 797,444.53	\$ 648,121.18	\$ 635,254.74	\$ 810,310.97
Outstanding Items				\$ (111,630.06)
Halstead Bank Money Market Account	4,503,822.63	939.95	300,000.00	4,204,762.58
Maize Cemetery CD 85071	90,647.20	56.96	-	90,704.16
Maize Cemetery Operations	75,947.99	4,616.24	2,875.88	77,688.35
<b>Totals All Banks</b>	<b>\$ 5,467,862.35</b>	<b>\$ 653,734.33</b>	<b>\$ 938,130.62</b>	<b>\$ 5,071,836.00</b>



**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, AUGUST 18, 2014**

**AGENDA ITEM # 7A**

**ITEM: New Cingular Wireless PCS, LLC (AT&T Mobility Corporation) Tower Lease Agreement**

**BACKGROUND:**

On March 17, 2014 the City Council approved a New Cingular Wireless Lease Agreement with New Cingular Wireless PCS, LLC, (AT &T) and authorized the Mayor to sign. This lease agreement was to place antennas on top of the City's water tower.

New Cingular Wireless PCS, LLC, never executed the lease agreement. Three months later New Cingular Wireless PCS, LLC informed the City that the person(s) who developed the lease with the City did not follow protocol and requested to begin the process over. After several weeks of discussion and negotiations a new lease agreement has been completed and is ready for Council consideration.

New Cingular wireless shall pay the City \$1,000.00 for the Option to Lease for 1 year. This may be extended at the end of the Option period for an additional 6 months upon written notice to the City and payment of \$500.00. If New Cingular Wireless exercises this option and places antenna facilities on the tower, the initial term is 5 years with an option to extend for three additional five-year terms.

Preliminary construction plans have been reviewed by the City Engineer and approved. A structural study of the tower railing system has been completed and approved. The final construction plans will also be approved before construction begins.

**FINANCIAL CONSIDERATIONS:**

New Cingular shall pay the City \$24,000.00 for the first year of the initial term of this lease. Beginning on the first anniversary of the commencement date and each anniversary thereafter including during renewal terms, shall be increased and compounded by 3% per year.

**LEGAL CONSIDERATIONS:**

The City Attorney has drafted and approved the lease agreement as to form.

**RECOMMENDATION/ACTION:**

Approve the New Cingular Wireless Lease Agreement and authorize the Mayor to sign

**CELLULAR LEASE WITH OPTION  
FOR  
ANTENNA ON WATER TOWER**

**THIS CELLULAR LEASE WITH OPTION** (this "Lease") is by and between City of Maize, Kansas, with an address at 10100 West Grady, Maize, Kansas 67101 ("Landlord"), as lessor, and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company with its principal office located at 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 ("Tenant") as lessee. Landlord and Tenant are at times collectively referred to as "Parties" or individually as a "Party".

**RECITALS**

Landlord owns the property described on the attached Exhibit A, located at 310 W Jones, Maize, Kansas 67101 (the "Property"), together with the Water Tower (the "Water Tower") located on the Property, which is commonly known as the City of Maize, Kansas Water Tower, and

Tenant wishes to place a wireless communications facility at the Water Tower, including the placement of antennas, lines and cables on the Water Tower, with the accompanying electronic equipment cabinets to be placed on the ground nearby, and

As a result Tenant wishes to lease from Landlord a portion of the Property for the placement of Tenant's electronic equipment cabinets and the right to place its antennas, lines and cables on the Water Tower, together with a non-exclusive easement for utilities and ingress and egress for access.

In consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Lease, Tenant and Landlord agree as follows:

1. Option to Lease.

(a) In consideration of the payment of One Thousand Dollars (\$1,000.00) by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the Premises (as defined below), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of one (1) year, commencing on the Effective Date (as defined in Section 22 below) (the "Option Period"). The Option Period may be extended by Tenant for an additional six (6) months upon written notice to Landlord and payment of the sum of Five Hundred Dollars (\$500.00) at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense but without any change to the terms of this Lease, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) and Antennas (as defined below) from all

applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC")) (collectively "Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use and Water Tower permits and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other tests or engineering procedures or environmental investigations on the Property, including, without limitation, the right to conduct and prepare a Phase One environmental assessment and/or baseline environmental assessment of the Property, or equivalent as permitted by applicable Federal or state law, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property or offer, agree to or accept any Governmental Approvals in conflict with or which require any alteration or modification of the terms of this Lease without first obtaining Landlord's written consent. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the terms and conditions set forth herein, Landlord hereby leases to Tenant the use of both (i) a portion of the Property as an equipment enclosure for the placement of the Electronic Equipment (as defined below) and (ii) another portion of the Property for Antennas (as defined below), together with easements for access and utilities as set forth in Section 7(i) below, all according to the survey and legal description set forth in Exhibit B attached hereto (both of the preceding leased parcels being collectively referred to herein as the "Premises"). The equipment enclosure portion of the Premises is approximately 12 feet by 20 feet, and comprises approximately 240 square feet, exclusive of easements.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the "Initial Term"). The word "Term" refers to both the Initial Term and Renewal Term (as defined below).

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair, replacement or upgrade of related support facilities (such as not to exceed nine antennas, cables, fencing, equipment shelters and/or cabinets) for the provision of what is commonly known as cellular telephone service and for any other related purpose for which Tenant is licensed. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Premises.

4. Rent. Tenant shall pay Landlord, as rent, Twenty Four Thousand Dollars (\$24,000.00) for the first year of the Initial Term of this Lease, and starting on the first anniversary of the Commencement Date, and each anniversary thereafter (including during "Renewal Terms", as

defined below), Twenty Four Thousand Seven Hundred and Seventy Two Dollars (\$24,772.00) increased and compounding by three percent (3 %) per year (collectively "Rent"). The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Commencement Date. Following the first year of the Initial Term, any Rent not paid within ten (10) days of the due date shall be assessed a five percent (5%) late fee and shall bear interest at one and one-half percent (1.5%) per month or (if less) at the highest rate allowed by law. Landlord shall invoice Tenant for any such fees incurred. If this Lease is terminated at a time other than on the last day before the anniversary date, then except as provided below, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for three (3) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, with Rent continuing to increase and compound by three percent (3%) per year. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. Any holding over by Tenant after the expiration of the Initial Term and any Renewal Term, with the consent of the Landlord, shall be construed to be a tenancy from month to month on the terms and on the conditions set forth herein, except that the Rent hereunder shall be at one hundred ten percent (110%) of the Rent paid in the last year of the prior Term, prorated and paid monthly in advance.

6. Interference, Testing and Reservation.

(a) Prior to or concurrent with the execution of this Lease, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant shall not use the Premises or Antennas (as defined below) in any way which interferes with the use of any portion of the Property by Landlord, or by lessees or licensees of Landlord with rights in any portion of the Property, as long as the radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, grantees, employees, invitees or agents to use, any portion of the Property in any way which materially interferes with the Antennas or Electronic Equipment, the operations of Tenant or the rights of Tenant under this Lease.

Such interference shall be deemed a material breach by the interfering Party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease as provided in Section 8 hereof.

Landlord will not grant, after the date of this Lease, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Antennas or Electronic Equipment, the operations of Tenant or the rights of Tenant under this Lease. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(b) The Water Tower is in use and will be during the Term. If required for the operation, use, maintenance, repair or replacement of the Water Tower, Tenant shall, upon at least sixty (60) days' prior written notice, temporarily cease or modify its operations on the Property as directed by Landlord, in order to protect the health, safety and welfare of workers or other persons on the Property. In particular, Tenant shall shut down the Electronic Equipment (as defined below) and the Antennas (as defined below) whenever Landlord or its contractors, employees or agents will be working on or near the portion of the Water Tower on which Tenant's antennas are mounted, such as the roof or walls adjacent thereto. In the event Tenant must shut down the Electronic Equipment or the Antennas for an extended period of time, Landlord shall permit Tenant to place a temporary antenna facility (Cell on Wheels or similar installation necessary to keep its Electronic Equipment and Antennas operational) on Landlord's Property or at some other location acceptable to Tenant, at Tenant's costs. Any maintenance will be conducted by Landlord as diligently and expeditiously as possible. In addition, Tenant shall not put any additional loading on a portion of the Water Tower without Landlord's prior consent, such consent not to be unreasonably withheld, conditioned or delayed.

(c) Both Landlord and Tenant shall be allowed to conduct radio frequency emission and interference studies from time to time to determine whether Tenant's use of the Premises, Electronic Equipment and/or Antennas (as defined below) will interfere with Landlord's or Landlord's lessee's or licensee's use of the Property as of the Effective Date. In the event that such a study indicates that Tenant's use will or potentially will interfere with Landlord's or its lessee's or licensee's current or proposed use of the Property, Tenant shall have ninety (90) days to remedy the interference to Landlord's satisfaction. If the problem is not so remedied in ninety (90) days, then either party may terminate this Lease. Landlord may require Tenant, at Tenant's full expense, to relocate Tenant's Electronic Equipment and/or Antennas (as defined below) so as to remove or minimize the interference, to the extent Landlord deems necessary. Landlord shall permit Tenant to place a temporary antenna facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant and Landlord, during such relocation.

(d) Landlord may, at its expense, perform tests as necessary to determine compliance of the Electronic Equipment and/or Antennas (as defined below) located on the Property with Federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310, or subsequent Federal rules as from time to time in effect.

(e) Tenant shall conduct an initial test for compliance with Federal radio frequency exposure limit rules prior to placing Tenant's Electronic Equipment (as defined below) and Antennas (as defined below) into commercial operation, and Tenant shall perform additional tests upon reasonable request by Landlord and upon any significant change in the Electronic Equipment (as defined below) or Antennas (as defined below) on the Premises. All such testing shall be performed by a qualified radio engineer, and shall show whether and where (i) workers on the interior or exterior portions of the Water Tower and (ii) persons outside the walled or fenced part of Equipment Enclosure portion of the Premises (such as inside the Water Tower or elsewhere on the Property) may be exposed to radio frequency emissions in excess of those allowed by applicable Federal radio frequency exposure limit rules then in effect. A copy of the test results shall be provided to both Parties. If such tests show noncompliance with applicable

Federal radio frequency exposure limit rules then in effect, then Tenant shall cease the operations suspected of causing such noncompliance (except for intermittent testing to determine the cause of such interference) until subsequent tests again show compliance with such rules.

(f) Tenant shall install and maintain signs in number, placement, language, color, form and substance as required by applicable law, warning workers or other persons on the exterior (and applicable interior portions, if any) of the Water Tower that for safety reasons they should not be there unless the Electronic Equipment and Antennas (as defined below) have been shut down.

(g) Subject to Section 6(a), Landlord does not grant, and reserves for itself, its lessees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, other hydrocarbons or minerals on, as to, under or about any portion of the Premises and Property; (ii) rights to generate electricity from the wind or wind power on, as to or about any portion of the Premises and Property; and (iii) the right to grant to others the rights hereby reserved.

#### 7. Tenant Improvements; Utilities; Access.

(a) On the equipment enclosure portion of the Premises, Tenant shall have the right, at its expense, to erect and maintain "Electronic Equipment" meaning improvements, personal property and facilities to operate its communications system (i) including radio receivers, transmitters, related facilities, equipment shelters and/or cabinets, related cables and utility lines and a location based system, (ii) but excluding any tower, base for a tower, antennas (other than GPS antennas as may be depicted on Exhibit B or as agreed to under Section 7(c)) or microwave type dishes in accordance with and in compliance with both Exhibit B and Exhibit D. Tenant shall also have the right, at its expense, to erect and maintain antennas on the Water Tower and, cables (connecting the antennas to the Electronic Equipment) and cable trays (such antennas, cables and cable trays collectively referred to as "Antennas") on the Property in accordance with Exhibit D and the drawings attached as Exhibit B.

Exhibit B shall contain a survey and legal description of the Premises (including easements); a site plan which sets forth all improvements to be placed on the Property including Antennas, any ice bridge, equipment cabinets, utility boxes, fences, walls, any generators or provision for temporary generators, any fuel tanks or provision for temporary fuel tanks, any backup battery cabinets and parking; elevation drawings for all the preceding items; fence and wall detail; and specifications for all exterior colors, paint, other finishes and landscaping. If Tenant or its agents or contractors have provided Landlord with photo simulations of what the Premises and/or Property will look like upon construction of the Antennas and/or Electronic Equipment then such photo simulations are attached as Exhibit D.

(b) Prior to commencing construction, Tenant shall submit plans and specifications for all improvements ("Plans") to Landlord for Landlord's written approval, not to be unreasonably withheld, conditioned or delayed (this standard means approval is deemed to have occurred if there is no response within ninety (90) calendar days of submittal). After Landlord's (i) failure to respond in writing to Tenant's proposed Plans within ninety (90) business days of their receipt; or (ii) failure to provide a written response within twenty (20) business days of receipt of Plans revised by Tenant after comment from Landlord in accordance with this Section,

the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Lease as Exhibit B. If Landlord disapproves the Plans then the Tenant will provide Landlord with revised Plans, such revisions to be within Tenant's reasonable discretion. In the event Landlord disapproves of the revised Plans, Tenant may either (i) make further revisions to the Plans and submit them to Landlord for review or (ii) terminate this Lease without further liability by providing written notice to Landlord. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Lease and will return the Plans to Tenant promptly upon request. No improvement, construction, installation or alteration shall be commenced until plans for such work has been approved by the Landlord and all necessary permits have been properly issued. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval when no changes to the exterior appearance of Tenant's Electronic Equipment or Antennas are made.

(c) Tenant shall have the right to alter, replace, enhance or upgrade the Electronic Equipment and/or Antennas at any time during the Term of this Lease to the extent that such changes do not materially differ from Exhibit B and Exhibit D. Any material changes from Exhibit B and/or Exhibit D shall require Landlord's written approval, and such approval shall not be unreasonably withheld, conditioned or delayed.

(d) Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the Premises or Property as a result of acts or omissions of Tenant or Tenant's employees, agents or contractors, Tenant shall cause such lien to be discharged or appropriately bonded or otherwise reasonably secured within sixty (60) days after Tenant receives written notice that the lien has been filed.

(e) Landlord acknowledges that except for Tenant's non-compliance with this Lease it shall not interfere with Tenant's construction on the Property including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antennas and/or Electronic Equipment.

(f) Tenant, at its expense, will use commercially reasonable and appropriate means of restricting access to the Electronic Equipment, including the construction of a permanent fence or wall as set forth on Exhibit B and/or Exhibit D, and if necessary, a temporary fence during construction.

(g) Tenant shall, at Tenant's expense, keep and maintain the Antennas and Electronic Equipment now or hereafter located on the Property in good condition and repair during the Term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, Tenant at its expense shall remove the Antennas and Electronic Equipment and then will repair any damage caused by such removal. To the extent reasonable, Tenant will restore and return the Premises to its condition at the commencement of this Lease, including Tenant removing footings, foundations and concrete on the equipment enclosure portion of the Premises to a depth of two feet below grade, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. If Landlord requests that Tenant not remove all or a portion of the improvements, title to the affected improvements shall thereupon transfer to Landlord, and thereafter the improvements shall be the sole and entire property of Landlord, and

Tenant shall be relieved of its duty to otherwise remove same. Any personal property, equipment or other improvements which are not removed within one hundred twenty (120) days following the termination of this Lease shall become the property of Landlord, at Landlord's option. Notwithstanding any other provision of this Lease, Tenant's obligation to pay Rent hereunder shall continue until Tenant has complied with this subsection (g).

(h) Tenant shall have the right to install utility lines serving the Premises and to improve the present utilities on the Property, all at Tenant's expense. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for utilities on the Property used by Tenant. Tenant shall pay when due all charges for utilities serving the Premises during the Term of the Lease.

(i) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant a non-exclusive easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to access and service the Premises and the Antennas at all times during the Term of this Lease (collectively, the "Easements"). The Easements and their legal description are shown on Exhibit B attached hereto. The Easements are non-exclusive, and Landlord retains for itself, its lessees, successors and assigns, the right fully to use and enjoy said Easements and any roads or roadways located thereon. The Easements shall have the same term as this Lease.

(j) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises and Antennas ("Access") at all times during the Term of this Lease. Upon prior notice to Tenant, Landlord and its agents shall have the right to examine the Antennas and to enter the Premises at reasonable times to examine and inspect the Electronic Equipment and the Premises; however, Landlord, its employees or agents shall not unreasonably impede or deny access to Tenant, its employees or agents. Landlord reserves the right to perform structural or cosmetic maintenance on the Water Tower. Landlord shall give Tenant at least sixty (60) days' prior written notice of the intended work and the opportunity, at Lessee's cost and expense, to temporarily relocate and continue to operate its antennas, or otherwise to secure the Antennas or the Electronic Equipment generally, to protect them from damage and allow Tenant's continued operation. Landlord shall permit Tenant to place a temporary antenna facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant, at Landlord's costs. Any maintenance will be conducted by Landlord as diligently and expeditiously as possible.

(k) Prior to Tenant commencing construction on the Property Tenant shall provide Landlord with the name of the contractor that will be constructing the improvements. The contractor is subject to the prior written approval of Landlord, such approval not to be unreasonably withheld.

(l) Tenant shall, prior to commencing any construction on the Property, post a performance bond in form and with a surety company reasonably acceptable to Landlord, assuring that the improvements will be constructed without the attachment of any construction liens, which bond shall expire after the completion of the lien filing period. Tenant shall, following completion of construction, post a removal bond (or, at Tenant's option, a letter of

credit) from a surety or bank reasonably acceptable to Landlord, and in an amount reasonably deemed necessary to assure that the funds will be available at the termination of the Lease for removal of the Electronic Equipment and Antennas.

(m) Tenant may not place or allow the placement of any signs or graffiti on the Premises, except for those required for emergency notification and identification, or as required by Section 6(f), law or rule. After thirty (30) days' notice to remove, Landlord at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein. Tenant shall reimburse Landlord all reasonable costs incurred by Landlord in connection with such abatement or removal within thirty (30) days of Landlord's presenting Tenant with a statement of such costs.

(n) Tenant shall, at its own expense, maintain the Premises and Antennas and all improvements, equipment and other personal property of Tenant on the Property in good condition and repair, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Water Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, excluding any landscaping installed by Tenant as a condition of this Lease or any required permit. Tenant will maintain landscaping installed by Tenant. Tenant shall keep the Premises and Antennas free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

(o) Notwithstanding any provision in this Lease to the contrary, Landlord shall have the right, at any time (and from time to time) during the Term of this Lease, to relocate the Electronic Equipment and/or Antennas, or any portion of them, at Landlord's expense, to another location suitable for Tenant's use. Tenant shall be given at least one hundred eighty (180) days notice of such relocation, shall fully cooperate in such relocation, and Landlord shall reimburse all Tenant's costs associated therewith. Landlord shall permit Tenant to place a temporary antenna facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant, at Landlord's costs until such relocation is complete. There shall be a fifty (50%) percent reduction in the then current Rent until the relocation of the Electronic Equipment and Antennas is complete.

#### 7A. Use by Other Providers.

(a) The Antennas and Premises may only be used by one entity (Tenant) except as set forth in subsections (b) and (c) below.

(b) Tenant may sublease or otherwise allow use of the Antennas by other providers of licensed or unlicensed telecommunications services ("Other Providers"), but without a signed amendment to this Lease such use or subleases shall only be for the antenna (transmitting antennas, receiving antennas and microwave dish) portion of the facilities of such Other Providers, and only for uses permitted under Section 3 or for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term). All other portions of the facilities used by such

Other Providers shall not be located on the Premises, and instead, Landlord may lease additional ground space adjacent to the Premises to such Other Providers for same.

(c) Each Other Provider shall be solely responsible both for the cost of placing its antennas on the Premises for any liabilities that arise from the Other Provider's use of the Premises.

(d) This Lease does not restrict or prevent Landlord from leasing other portions of the Property to Other Providers, such as for their antennas or communications facilities.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Landlord to Tenant (and, if applicable, pursuant to Section 15(b)), if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if within the first one hundred eighty (180) days following the Commencement Date Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antennas on the Property;

(c) upon sixty (60) days written notice by Tenant if, despite commercially reasonable effort by Tenant, Tenant is unable to obtain, maintain, or otherwise forfeits, cancels or has been canceled, or allows to expire without renewing any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary for the installation and/or operation of the Antennas and Electronic Equipment;

(d) upon sixty (60) days written notice by Tenant if destruction or damage to the Antennas or Electronic Equipment substantially and adversely affects their effective use;

(e) at any time following the expiration of the Initial Term upon ninety (90) days written notice by Tenant for any reason no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Lease by Tenant under any other termination provision contained in any other Section of this Lease;

(f) at any time following the expiration of the Initial Term upon ninety (90) days written notice by Landlord for any reason or no reason, so long as Landlord pays Tenant a termination fee equal to three (3) months' Rent, at the then-current rate; provided, however, that no such termination fee will be payable on account of the termination of this Lease by Landlord under any other termination provision contained in any other Section of this Lease; or

(g) upon one hundred eighty (180) days written notice by Landlord if Landlord decides to discontinue use of and dismantle the Water Tower.

9. Default and Right to Cure.

(a) Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof (and, if

applicable, pursuant to Section 15(b)), to take effect immediately, if the other Party (i) fails to perform any material covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days written notice to the defaulting Party.

(b) Tenant shall be in default if it (i) fails to make any payment of Rent or other sums to Landlord when due, and does not cure such default within thirty (30) days after receipt of written notice from Landlord of such failure; (ii) abandons the Electronic Equipment or Antennas or vacates the Premises; (iii) is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (iv) if Tenant becomes insolvent. Landlord shall be in default if it (i) fails to provide access to the Premises as required by Section 7 of this Lease within twenty-four (24) hours after written notice of such failure; (ii) fails to cure an interference problem as required by Section 6 of this Lease within twenty-four (24) hours after written notice of such failure; or (iii) fails to perform any term, condition, or breach of any warranty or covenant under this Lease within thirty (30) days of written notice from Tenant specifying the failure. If Landlord remains in default beyond any applicable cure period, Tenant will have: (x) the right to cure Landlord's default and to deduct the costs of such cure from monies due to Landlord from Tenant, and (y) any and all other rights available to it under law and equity.

(c) In the event of a Tenant default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons there from, and either:

(1) declare this Lease at an end, in which event Tenant shall immediately remove the Electronic Equipment and Antennas (and proceed as set forth in Section 8) and pay Landlord a sum of money equal to the total of (i) the amount of the unpaid Rent accrued through the date of termination; and (ii) any other amount necessary to compensate Landlord for its costs related to collection and recovery of the Premises caused by Tenant's failure to perform its obligations under the Lease, or

(2) without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees related to collection and recovery of the Premises, but excluding any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, and Landlord may bring an action therefore as such monthly deficiency shall arise.

(d) No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(e) If suit shall be brought by Landlord for recovery of possession of the Premises,

removal of the Antennas, removal of the Electronic Equipment, for the recovery of any Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefore, including reasonable attorney fees.

(f) In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice given as set forth in subsection (a) above, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Rent otherwise due and shall be added to the Rent and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

10. Taxes. Landlord, as a Municipality, is exempt from paying ad valorem taxes.

Tenant shall pay any personal property tax or real property tax levied and assessed against Tenant's Electronic Equipment or Antennas, and require the same of any Other Provider. Tenant shall be responsible for reimbursing Landlord for Tenant's proportionate share of real estate taxes directly resulting from Tenant's (or an Other Provider's) presence or operations on the Property, provided Landlord delivers to Tenant, within sixty (60) days of Landlord's receipt, a copy of the tax assessment and a request for reimbursement. Landlord hereby grants to Tenant the right (with written notice to Landlord complying with Section 12 below) to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property tax, real property tax or other fee or assessment that may affect Tenant and if necessary may do so in Landlord's name. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly or indirectly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, such notice must comply with Section 12 below. This right shall include the ability to institute any legal, regulatory or informal action with respect to the valuation and taxation of the Property. Upon request and where reasonably appropriate and to the extent legally allowable, Landlord shall assign to Tenant all of Landlord's right, title and interest in and to any protest right or refund claim for taxes for which Tenant is responsible under this Section 10. The expense of any proceedings described in this Section 10 shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid or borne by Tenant.

Landlord will have the right to terminate this Lease if personal property taxes or real property taxes are levied and assessed against Landlord due to Tenant's occupancy of the Property, if the amount of personal property taxes and/or real property taxes exceed the amount of real and personal property taxes that Tenant (i) is responsible for paying under this Section 10 or (ii) otherwise has agreed to pay. The Landlord will provide ninety (90) days advance written notice of termination of the Lease under the provision of this Section 10.

11. Insurance, Subrogation and Indemnification.

(a) Tenant shall provide commercial general liability insurance with respect to its activities on the Property in an aggregate amount of Five Million Dollars (\$5,000,000.00) and with a minimum combined single limit for each occurrence of One Million Dollars (\$1,000,000.00); "All Risk" property insurance for its property replacements costs; Tenant may self-insure this coverage; and statutory Worker's Compensation Insurance as required by law at a minimum of One Million Dollars (\$1,000,000.00); and Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant and its employees with personal injury protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000.00) as the combined single limit for each occurrence for bodily injury and property damage. Landlord shall be included as an additional insured on the commercial general liability insurance and automobile liability policies and shall be provided with a Certificate(s) of Insurance as requested by Landlord at the Effective Date of this Lease and subsequently. Landlord's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and, (iii) not exceed Tenant's indemnification obligation under this Lease, if any. Tenant shall provide at least thirty (30) days' prior written notice to Landlord upon any cancellation or non-renewal of any required coverage that is not replaced. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Tenant shall provide at the start of and during the period of any construction, an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Electronic Equipment and Antennas. Upon completion of the installation of the Electronic Equipment and Antennas, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed. Tenant may self-insure this coverage.

(c) Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises or Property endeavor to carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverages of the type, with the restrictions, and in reasonable and prudent amounts.

(d) The commercial general liability insurance and automobile liability policies required under this agreement shall include Landlord and any subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, trustees, employees, and agents as additional insureds (herein referred to as the "Additional Insureds"). Each policy which adds Additional Insureds hereunder shall include cross-liability wording, equivalent to the following:

"In the event of a claim being made hereunder by one insured for which

another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

(e) Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this Section shall be filed and maintained with Landlord annually during the Term of the Lease. Tenant shall advise Landlord as soon as reasonably possible of any claim or litigation that may result in liability to Landlord. All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"The insurer shall endeavor to give at least sixty (60) days prior written notice to Landlord of any intention not to renew such policy or to cancel same."

(f) All insurance shall be affected under valid and enforceable policies, insured by insurers eligible to do business by the State of Kansas. All insurance carriers and surplus line carriers shall be rated A minus ("A-") or better by A.M. Best Company. Tenant may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Lease. In the event Tenant elects to self-insure its obligation under this Lease to include Landlord as an additional insured, the following conditions apply:

(i) Landlord shall promptly and no later than sixty (60) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

(g) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Antennas or Electronic Equipment or Tenant's breach of any provision of this Lease, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors. Landlord (if and to the extent allowed by law) agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Lease, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(h) Intentionally deleted

(i) Notwithstanding the foregoing, indemnification under this Section 11 and Section 14 shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified Party or anyone claiming through the indemnified Party. Notwithstanding anything to the contrary in this Lease, the Parties hereby confirm that the provisions of this Section 11(i) and (j) shall survive the

expiration or termination of this Lease.

(j) In the event any action or proceeding shall be brought against a Party by reason of any matter for which the Party is indemnified under Sections 11 or 14, the indemnifying Party shall, upon notice from the indemnified Party, at the indemnifying Party's sole cost and expense, resist and defend the same with legal counsel selected by the indemnifying Party; provided however, that the indemnifying Party shall not admit liability in any such matter on behalf of the indemnified Party without the written consent of the indemnified Party and provided further that the indemnified Party shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the indemnifying Party.

12. Notices.

(a) All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant, to:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: KSU5667  
Cell Site Name: Maize DT (KS)  
Fixed Asset No: 12878392  
575 Morosgo Drive NE  
Suite 13-F West Tower  
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site #: KSU5667  
Cell Site Name: Maize DT (KS)  
Fixed Asset No: 12878392  
208 S. Akard Street  
Dallas, Texas 75202-4206

If to Landlord, to:

City Clerk, City of Maize, KS  
10100 W. Grady Avenue  
Maize, KS 67101

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

(b) Notice for all operational and emergency contacts shall initially be as follows. Landlord and Tenant shall each notify the other as the following change from time to time:

If to Tenant, for general operational matters:

Tenant Emergency Services contact:

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

Network operations center – 800-\_\_\_\_ - \_\_\_\_\_

If to Landlord, for general operational matters:

Landlord Emergency Services contact:

City Administrator, City of Maize, KS  
10100 West Grady Avenue  
Maize, KS 67101

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

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease and bind itself hereto through the party set forth as signatory for the party below; (ii) it solely owns the Property and has title to the Property free and clear of any liens or mortgages, except those disclosed in writing to Tenant, of record, or which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or lease, or other agreement binding on Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may reasonably require in connection therewith. Landlord covenants that at all times during the Term of this Lease, Tenant's sole, actual, quiet and peaceful enjoyment and possession of the Premises or any part thereof shall not be disturbed and shall be without hindrance or ejection by any persons lawfully claiming under Landlord as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents and warrants that, (i) the Property, as of the date of this lease, is free of Hazardous Substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property. Tenant, its officers, agents, affiliates, contractors and subcontractors and employees, shall not introduce or use any Hazardous Substance on the Property, Premises or Easements in violation of any applicable law.

"Hazardous Substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term pursuant to any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Landlord (if and to the extent allowed by law) and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims") to the extent arising from that party's breach of its obligations or representations under Section 14(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with Hazardous Substances prior to the Effective Date of this Lease or from such contamination caused by the acts or omission of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from Hazardous Substances brought onto the Property by Tenant.

In the event Tenant becomes aware of any Hazardous Substances on the Property, or any environmental, health or safety condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Landlord.

15. Assignment and Subleasing.

(a) Tenant shall have the right to assign or otherwise transfer this Lease to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the Property what are commonly known as cellular telephone services, (ii) is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located, and (iii) which has a net worth of at least \$60,000,000. Upon notice to Landlord of such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder; provided assignee accepts this Lease in full, without amendments or changes thereto, steps into the shoes of Tenant, including being responsible and liable for events or defaults which occurred prior to the assignment, and cures any outstanding defaults. Landlord may still hold Tenant liable under this Lease if the assignment is to an assignee which has a net worth of less than \$60,000,000.

(b) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Electronic Equipment and Antennas, and may assign this Lease and the Electronic Equipment and Antennas, to any bona fide mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

(c) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

(d) Landlord may assign or transfer this Lease, and, upon written notice to Tenant of such assignment, shall be relieved of all liabilities and obligations hereunder provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Landlord in this Lease, including the obligation to respect Tenant's rights to non-disturbance and quiet enjoyment of the Premises during the remainder of the Term hereof.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Electronic Equipment and Antennas or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent. Should Tenant fail to remove its Electronic Equipment and Antennas as required by this Lease, then the waiver of lien rights is void.

18. Intentionally deleted

19. Treatment in Bankruptcy. The Parties to this Lease hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Lease Tenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Code"), this Lease is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

20. Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Tenant invokes this provision because damage to the Electronic Equipment, Antennas or Premises has hindered, delayed, or prevented Tenant from using the Premises, Tenant may immediately erect any temporary Electronic Equipment on the Premises and such temporary Antennas at such location as Landlord and Tenant may agree as is necessary to resume service, provided that such temporary facilities do not unreasonably interfere with Landlord's use of the Property or ability to repair or restore the Premises or Property.

21. Non-Waiver. Failure of Landlord or Tenant to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but Landlord and Tenant shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

22. Miscellaneous.

(a) The effective date of this Lease is the date of execution by the last Party to sign (the "Effective Date").

(b) Each Party agrees to furnish to the other, within twenty (20) business days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both Parties.

(d) Each Party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises or Property. The Memorandum of Lease

may be recorded in place of this Lease by either Party.

(e) This Lease shall be construed in accordance with the laws of the State of Kansas. Claims arising out of or requiring the interpretation of this Agreement will be brought and litigated exclusively in the courts located with Sedgwick County, Kansas, or if a federal court, the court whose district includes Sedgwick County, Kansas.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein or attached hereto are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

(k) Landlord hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises.

(l) Compliance with Laws. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“Laws”) applicable to Tenant’s use of the Antennas and Electronic Equipment on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property, the Water Tower and any other improvements on the Property.

(m) W-9. As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

23. Condemnation. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within ten (10) days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's reasonable determination, to render the Premises unsuitable for Tenant, this Lease will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, if applicable, the value of its Antennas and Electronic Equipment, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorate basis.

24. Casualty. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within thirty (30) days of the casualty or other harm. If any part of the Antennas or Electronic Equipment or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Lease by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Lease, such temporary facilities will be governed by all of the terms and conditions of this Lease, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination not less than sixty (60) days after Tenant makes an inquiry in writing to Landlord concerning whether Landlord intends to rebuild or restore the Property or not. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's permitted use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

25. Sale of Property.

(a) If Landlord, at any time during the Term of this Lease, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Lease and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease.

- i. New deed to Property
- ii. Bill of Sale or Transfer, if any
- iii. New IRS Form W-9

- iv. Completed and Signed AT&T Payment Direction Form
- v. Full contact information for new Landlord including phone number(s)

(b) Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(c) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Lease, including interference and access obligations.

26. Rental Stream Offer. If at any time after the date of this Lease, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Lease ("Rental Stream Offer"), and Landlord is willing to accept the Rental Stream Offer, Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Lease. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease until Landlord complies with this Section.

The rights granted by this Section shall not apply to any transaction other than the assignment by Landlord solely of the rental stream hereunder. Without limiting the generality of the foregoing, nothing in this Section shall be construed to apply to (1) Landlord's grant of a security interest hereunder in connection with any mortgage, loan or other extension of credit; (2) a complete assignment of Landlord's rights under this Lease or in and to the Property (other than an assignment of the rental stream hereunder only); (3) Landlord's retention of a contractor to manage and maintain the Property or a portion thereof for a consideration that includes, in whole or in part, the right to share in rental payments or other revenues; (4) Landlord's retention of a contractor to collect rents or other accounts receivable on Landlord's behalf; or (5) the assignment of revenue under any agreement other than this Lease or of rentals due from any tenant of Landlord other than Tenant.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]**

IN WITNESS WHEREOF, the parties have caused this Lease to be effective as of the last date written below.

**LANDLORD:**

**City of Maize, Kansas**

By: \_\_\_\_\_  
Printed Name: Clair Donnelly  
Its: Mayor  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Printed Name: Jocelyn Reid  
Its: City Clerk  
Date: \_\_\_\_\_

**TENANT:**

**New Cingular Wireless PCS, LLC,**  
A Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

4914508\_2.DOC

## EXHIBIT A

### Legal Description of Property

The Property is legally described as follows:

#### PROPERTY DESCRIPTION: LEASE AREAS, ACCESS/UTILITY EASEMENT, AND UTILITY EASEMENTS

AN 11.50 foot by 20 foot Lease Area "A", situated in Vacated JONES STREET per Film 644, Page 1245, part of Section 19, Township 26 South, Range 1 West, in Sedgwick County, Kansas, more particularly described as follows:

COMMENCING at the Northwest Corner of Lot 5, Block 5, MAIZE ACADEMY ADDITION, said corner bears South 87°00'24" West, a distance of 200.00 feet (per Plat) from the Northwest Corner of Lot 6, Block 6, MAIZE ACADEMY ADDITION (Found 1/2" Bar with Cap); thence South 29°24'31" West, a distance of 382.93 feet to the POINT OF BEGINNING; thence South 01°59'38" West, a distance of 11.50 feet; thence North 88°00'22" West, a distance of 20.00 feet; thence North 01°59'38" East, a distance of 11.50 feet; thence South 88°00'22" East, a distance of 20.00 feet to the POINT OF BEGINNING. Containing 230 square feet.

A 12.00 foot by 5 foot Lease Area "B", situated in Vacated JONES STREET per Film 644, Page 1245, part of Section 19, Township 26 South, Range 1 West, in Sedgwick County, Kansas, more particularly described as follows:

COMMENCING at the Northwest Corner of Lot 5, Block 5, MAIZE ACADEMY ADDITION, said corner bears South 87°00'24" West, a distance of 200.00 (per Plat) from the Northwest Corner of Lot 6, Block 6, MAIZE ACADEMY ADDITION (Found 1/2" Bar with Cap); thence South 27°44'30" West, a distance of 375.51 feet to the POINT OF BEGINNING; thence South 01°59'38" West, a distance of 12.00 feet; thence North 88°00'22" West, a distance of 5.00 feet; thence North 01°59'38" East, a distance of 12.00 feet; thence South 88°00'22" East, a distance of 5.00 feet to the POINT OF BEGINNING. Containing 60 square feet.

A 20 foot wide Access/Utility Easement, situated in part of Section 19, Township 26 South, Range 1 West, in Sedgwick County, Kansas, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Northwest Corner of Lot 5, Block 5, MAIZE ACADEMY ADDITION, said corner bears South 87°00'24" West, a distance of 200.00 feet (per Plat) from the Northwest Corner of Lot 6, Block 6, MAIZE ACADEMY ADDITION (Found 1/2" Bar with Cap); thence South 36°20'07" West, a distance of 281.10 feet to the POINT OF BEGINNING of said centerline; thence North 32°46'14" East, a distance of 31.09 feet; thence North 02°59'36" West, a distance of 197.22 feet to the South Right of Way line of W CENTRAL ST as it presently exists and the POINT OF TERMINATION.

**ALSO, a 5 foot wide Utility Easement "A", situated in part of Section 19, Township 26 South, Range 1 West, in Sedgwick County, Kansas, lying 2.50 feet on each side of the following described centerline:**

**at the Northwest Corner of Lot 5, Block 5, MAIZE ACADEMY ADDITION, said corner bears South 87°00'24" West, a distance of 200.00 feet (per Plat) from the Northwest Corner of Lot 6, Block 6, MAIZE ACADEMY ADDITION (Found 1/2" Bar with Cap); thence South 36°20'07" West, a distance of 281.10 feet; thence North 57°13'46" West, a distance of 5.36 feet to the POINT OF BEGINNING of said centerline; thence South 51°34'54" West, a distance of 143.69 feet; thence South 39°50'34" East, a distance of 40.83 feet; thence South 88°00'22" East, a distance of 59.97 feet to the POINT OF TERMINATION. EXCEPT that lying in the previously described Lease Area "A".**

**AND an Utility Easement "B", situated in part of Section 19, Township 26 South, Range 1 West, in Sedgwick County, Kansas, more particularly described as follows:**

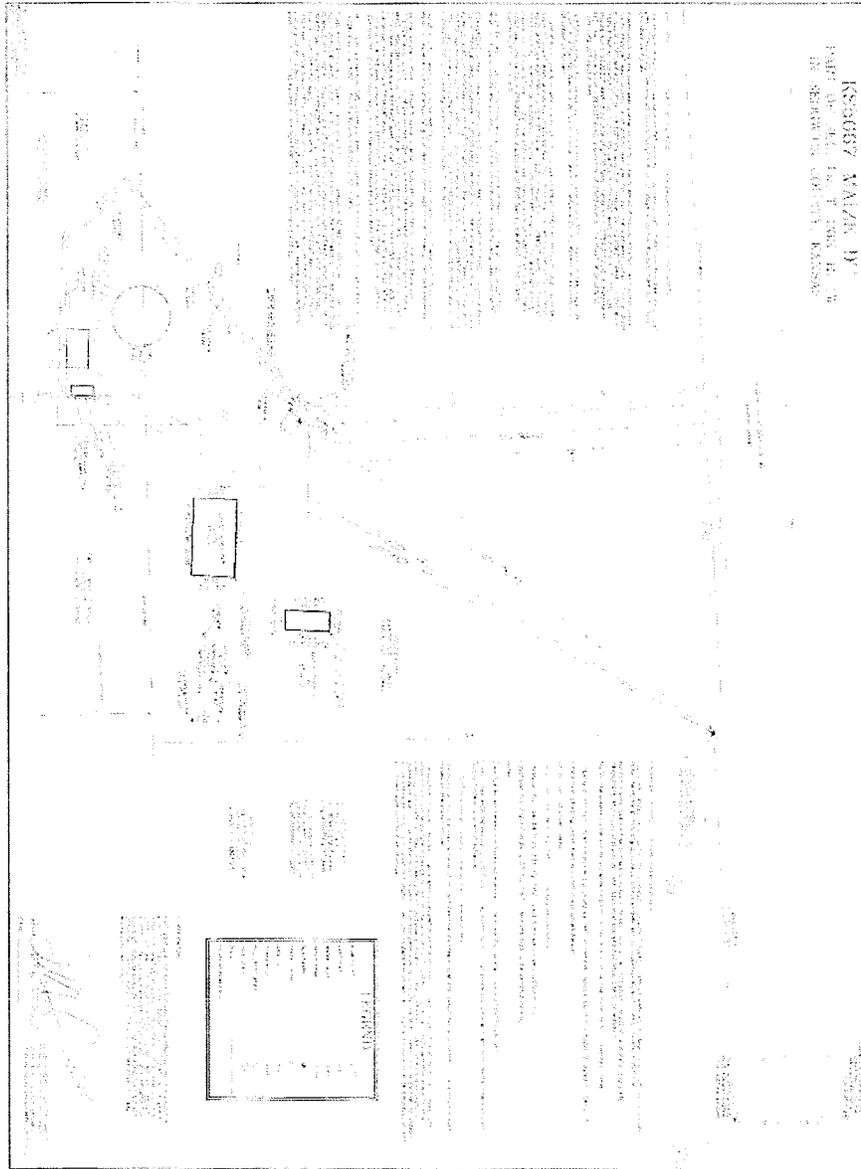
**COMMENCING at the Northwest Corner of Lot 5, Block 5, MAIZE ACADEMY ADDITION, said corner bears South 87°00'24" West, a distance of 200.00 feet (per Plat) from the Northwest Corner of Lot 6, Block 6, MAIZE ACADEMY ADDITION (Found 1/2" Bar with Cap); thence South 27°44'30" West, a distance of 373.51 feet; thence South 01°59'38" West, a distance of 10.00 feet to the POINT OF BEGINNING; thence South 01°59'38" West, a distance of 5.00 feet; thence North 88°00'22" West, a distance of 23.13 feet; thence South 01°59'38" West, a distance of 4.00 feet; thence South 88°00'22" East, a distance of 38.95 feet; thence North 00°32'19" West, a distance of 9.01 feet; thence North 88°00'22" West, a distance of 15.43 feet to the POINT OF BEGINNING. Containing 233 square feet.**

**EXHIBIT B**

**The legal description of the Premises being leased by Tenant and  
the location of the Antennas and Premises on the Property  
(together with access and utilities)  
are more particularly described and depicted on the Site Plan as follows:**

**EXHIBIT B**

**The legal description of the Premises being leased by Tenant and  
the location of the Antennas and Premises on the Property  
(together with access and utilities)  
are more particularly described and depicted on the Site Plan as follows:**





**EXHIBIT C**

**Memorandum  
of  
Lease**

**[ATTACH MEMORANDUM OF LEASE]**

**FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
575 Morosgo Drive NE  
Suite 13-F West Tower  
Atlanta, GA 30324

Re: Cell Site No.: \_\_\_\_\_  
Cell Site Name: \_\_\_\_\_  
Fixed Asset Number: \_\_\_\_\_  
State: \_\_\_\_\_  
County: \_\_\_\_\_

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Maize, Kansas, having a mailing address of \_\_\_\_\_ (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 (“**Tenant**”).

1. Landlord and Tenant entered into a certain Cellular Lease with Option (“**Agreement**”) on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with three (3) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**"LANDLORD"**  
City of Maize, Kansas

By: \_\_\_\_\_  
Print Name: Clair Donnelly  
Its: Mayor  
Date: \_\_\_\_\_

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 20\_\_, Clair Donnelly personally came before me and acknowledged under oath that she:

- (a) is the Mayor of City of Maize, Kansas, the Landlord named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the Landlord and
- (c) executed the instrument as the act of the Landlord.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of \_\_\_\_\_

to the Memorandum of Lease dated \_\_\_\_\_, 20\_\_\_\_, by and between City of Maize, Kansas, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

# EXHIBIT D

## Photo Simulations of the Appearance of the Water Tower, Premises and Property Upon Completion of Construction



EXISTING VIEW 1 –  
LOOKING SOUTHEAST

EXISTING SITE



PHOTOGRAPHIC SIMULATION –  
VIEW 1 - LOOKING SOUTHEAST

PROPOSED AT&T  
EQUIPMENT SHELTER



EXISTING VIEW 2 –  
LOOKING WEST

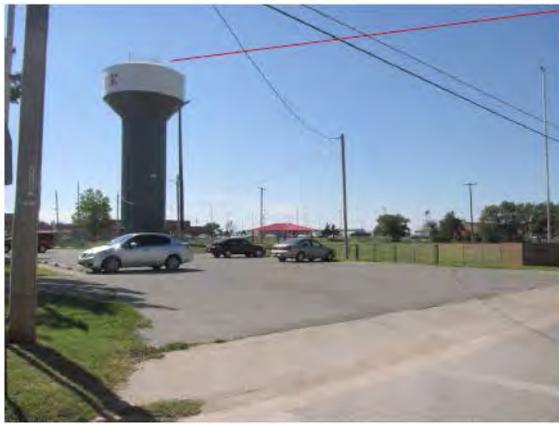
EXISTING SITE



PHOTOGRAPHIC SIMULATION –  
VIEW 2 - LOOKING WEST

PROPOSED AT&T  
ANTENNAS





EXISTING SITE

EXISTING VIEW 3 –  
LOOKING SOUTH

PHOTOGRAPHIC SIMULATION –  
VIEW 3 - LOOKING SOUTH



PROPOSED AT&T  
ANTENNAS

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, August 18, 2014**

**AGENDA ITEM #7B**

**ITEM:**       **Eagles Nest Phase 2A Revised Paving Petition and Resolution of Advisability**

**BACKGROUND:**

The Council accepted petitions for the Eagles Nest Phase 2A Addition at the April 21, 2014 regular meeting. The paving petition was in the amount of \$388,000 with an engineer's estimate of \$304,323.50. When bids were accepted for this project on July 31, 2014, the low bid was \$382,085.

The developer has submitted a revised petition for \$515,000 with an engineer's estimate of \$385,067.50.

**FINANCIAL CONSIDERATIONS:**

The Eagles Nest Phase 2A Addition was included in the updated 2014 Project Funding that was approved in April.

**LEGAL CONSIDERATIONS:**

Bond Counsel reviewed the petition and prepared the resolution of advisability and approves them as to form.

**RECOMMENDATION/ACTION:**

Accept the revised petition for paving improvements in the Eagles Nest Phase 2A Addition and adopt the revised resolution of advisability.

RECEIVED

AUG 05 2014

CITY CLERKS C

**PAVING PETITION**  
(PHASE 2A)

**REVISED**

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:

**EAGLES NEST ADDITION**  
Lots 10 through 17, Block B  
Lots 1 through 5, Block C  
Lots 16 through 24, Block C  
Lots 24 through 32, Block D

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 Wilkinson from the east line of Cassie, east to the east line of Lot 17, Block B, on Cassie from the south line of Wilkinson, south to the north line of Sondra, on Sondra from the west line of Cassie, east to the east line of Lot 32, Block D, on Wilkinson Ct. (Lots 10 through 17, Block B), from the north line of Wilkinson, north to and including the cul-de-sac; and on Wilkinson Ct. (Lots 16 through 24, Block C) from the south line of Wilkinson, south to and including the cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas. Drainage to be installed where necessary.

That sidewalk be constructed on one side of Wilkinson, Cassie, and Sondra according to plans and specifications to be furnished by the City Engineer.

- (b) That the estimated and probable cost of the foregoing improvement being Five Hundred Fifteen Thousand Dollars (\$515,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth 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 of 1 percent per month from and after March 1, 2014.

- (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 or 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 10 through 17, Block B, Lots 1 through 5, Block C, Lots 16 through 24, Block C, and Lots 24 through 32, Block D, EAGLES NEST ADDITION shall each pay 1/31 of the total cost of the improvements.

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.

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

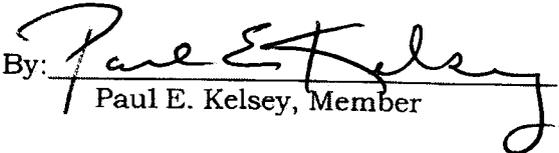
shall be in addition to the assessment for other improvements.

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.

<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
<b><u>EAGLES NEST ADDITION</u></b> Lots 10 through 17, Block B Lots 1 through 5, Block C Lots 16 through 24, Block C Lots 24 through 32, Block D	Eagles Nest Development, LLC. By:  Paul E. Kelsey, Member	

## EAGLES NEST ADDITION

Maize, Sedgwick County, Kansas

### PAVING PETITION - PHASE 2A

**Benefit District: ( 31 Lots)**

Lots 10 through 17, Block B  
 Lots 1 through 5 & 16 through 24 Block C  
 Lots 24 through 32, Block D

**Cost Estimate:**

Item	Quantity	Unit	Unit Price	Amount
A.C. Pavement	4775	S.Y.	\$38.50	\$183,837.50
Sidewalk (4')	1,860	S.F.	\$5.00	\$9,300.00
Wheel Chair Ramps	2	EA.	\$1,000.00	\$2,000.00
42" Pipe	520	L.F.	\$80.00	\$41,600.00
36" Pipe	460	L.F.	\$70.00	\$32,200.00
30" Pipe	260	L.F.	\$60.00	\$15,600.00
15" Pipe	200	L.F.	\$40.00	\$8,000.00
Curb Inlets	4	EA.	\$5,000.00	\$20,000.00
Drop Inlets	1	EA.	\$4,500.00	\$4,500.00
Manholes	6	EA.	\$4,500.00	\$27,000.00
Flowable Fill	75	L.F.	\$60.00	\$4,500.00
Easement Grading/Signage	1	L.S.	\$4,000.00	\$4,000.00
Erosion Control	1	L.S.	\$3,500.00	\$3,500.00
Site Clearing & Restoration	1	L.S.	\$25,000.00	\$25,000.00
<b>Subtotal</b>				<b>\$381,037.50</b>
+ 35% Design, Insp., & Administration				\$133,363.13
<b>Total</b>				<b>\$514,400.63</b>

<b>Petition Amount</b>	<b>\$515,000</b>
<b>Average Cost Per Lot</b>	<b>\$16,613</b>
<b>Average Monthly Assessment</b>	<b>\$123 (Based on 15 years @ 4%)</b>

(Published in *The Clarion* on August 21, 2014)

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

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 546-14 OF THE CITY OF MAIZE, KANSAS WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS (PAVING IMPROVEMENTS/EAGLES NEST ADDITION PHASE 2A).**

---

**WHEREAS**, the governing body of the City of Maize, Kansas (the “City”), has heretofore by Resolution No. 546-14 of the City, duly adopted on April 21, 2014 (the “Prior Resolution”), authorized, pursuant to K.S.A. 12-6a01 *et seq.*, the following described improvements:

Paving on Wilkinson from the east line of Cassie, east to the east line of Lot 17, Block B; on Cassie from the south line of Wilkinson, south to the north line of Sondra; on Sondra from the west line of Cassie, east to the east line of Lot 32, Block D; on Wilkinson Ct. (Lots 10 through 17, Block B), from the north line of Wilkinson, north to and including the cul-de-sac; and on Wilkinson Ct. (Lots 16 through 24, block C) from the south line of Wilkinson, south to and including the cul-de-sac; sidewalks on one side of Wilkinson, Cassie and Sondra; and

**WHEREAS**, the Prior Resolution was recorded with the Register of Deeds of Sedgwick County, Kansas, and appears at Doc.#/Flm-Pg 29448090; and

**WHEREAS**, the City has received an Amended Petition proposing a modification of the estimated costs of the Improvements; and

**WHEREAS**, the governing body of the City hereby finds and determines that said Amended Petition is sufficient and that it necessary to make such modifications; and

**WHEREAS**, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement *Section 1* of the Prior Resolution, as hereinafter set forth.

**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 (the “Improvements”):

Paving on Wilkinson from the east line of Cassie, east to the east line of Lot 17, Block B; on Cassie from the south line of Wilkinson, south to the north line of Sondra; on Sondra from the west line of Cassie, east to the east line of Lot 32, Block D; on Wilkinson Ct.

(Lots 10 through 17, Block B), from the north line of Wilkinson, north to and including the cul-de-sac; and on Wilkinson Ct. (Lots 16 through 24, block C) from the south line of Wilkinson, south to and including the cul-de-sac; sidewalks on one side of Wilkinson, Cassie and Sondra.

(b) The estimated or probable cost of the Improvements is: \$515,000, to be increased at the pro rata rate of 1 percent per month from and after August 18, 2014.

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

**Eagles Nest Addition**

Lots 10 through 17, Block B

Lots 1 through 5, Block C

Lots 16 through 24, Block C

Lots 24 through 32, Block D

to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (31 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. Repealer; Ratification.** *Section 1* of the Prior Resolution is hereby repealed and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on August 18, 2014.

(SEAL)

By: \_\_\_\_\_  
Clair Donnelly, Mayor

ATTEST:

By: \_\_\_\_\_  
Jocelyn Reid, Clerk

**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 August 18, 2014, as the same appears of record in my office.

DATED: August 18, 2014.

By: \_\_\_\_\_  
Jocelyn Reid, Clerk

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, August 18, 2014**

**AGENDA ITEM #7C**

**ITEM:**        **Eagles Nest Phase 2A Revised Water Petition and Resolution of Advisability**

**BACKGROUND:**

The Council accepted petitions for the Eagles Nest Phase 2A Addition at the April 21, 2014 regular meeting. The water petition was in the amount of \$89,000 with an engineer's estimate of \$69,470. When bids were accepted for this project on July 9, 2014, the low bid was \$80,166.

The developer has submitted a revised petition for \$104,000 with an engineer's estimate of \$81,098.

**FINANCIAL CONSIDERATIONS:**

The Eagles Nest Phase 2A Addition was included in the updated 2014 Project Funding that was approved in April.

**LEGAL CONSIDERATIONS:**

Bond Counsel reviewed the petition and prepared the resolution of advisability and approves them as to form.

**RECOMMENDATION/ACTION:**

Accept the revised petition for water distribution improvements in the Eagles Nest Phase 2A Addition and adopt the revised resolution of advisability.

**WATER DISTRIBUTION SYSTEM PETITION**

(PHASE 2A)

RECEIVED

REVISED

To the Mayor and City Council  
Maize, Kansas

AUG 11 2014

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:

**EAGLES NEST ADDITION**

Lots 10 through 17, Block B

Lots 1 through 5, Block C

Lots 16 through 24, Block C

Lots 24 through 32, Block D

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, meters 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 being One Hundred Four Thousand Dollars (\$104,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth 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 March 1, 2014.
- (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 or 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 10 through 17, Block B, Lots 1 through 5, Block C, Lots 16 through 24, Block C, and Lots 24 through 32, Block D, EAGLES NEST ADDITION shall each pay 1/31 of the total cost of the improvements.

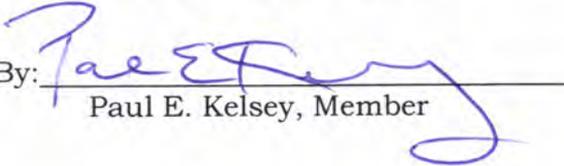
In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided 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
<p><b><u>EAGLES NEST ADDITION</u></b> Lots 10 through 17, Block B Lots 1 through 5, Block C Lots 16 through 24, Block C Lots 24 through 32, Block D</p>	<p>Eagles Nest Development, LLC. By:  Paul E. Kelsey, Member</p>	

# EAGLES NEST ADDITION

Maize, Sedgwick County, Kansas

REVISED

## WATER LINE PETITION - PHASE 2A

### Benefit District: ( 31 Lots)

Lots 10 through 17, Block B

Lots 1 through 5 & 16 through 24 Block C

Lots 24 through 32, Block D

### Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	1750	L.F.	\$28.00	\$49,000.00
Fire Hydrants	4	EA.	\$3,000.00	\$12,000.00
Valves	5	EA.	\$900.00	\$4,500.00
Erosion Control	1	L.S.	\$2,000.00	\$2,000.00
Site Clearing and Restoration	1	L.S.	\$9,000.00	\$9,000.00
<b>Subtotal</b>				<b>\$76,500.00</b>
+ 35% Design, Insp., & Administration				\$26,775.00
<b>Total</b>				<b>\$103,275.00</b>

<b>Petition Amount</b>	<b>\$104,000</b>
<b>Average Cost Per Lot</b>	<b>\$3,355</b>
<b>Average Monthly Assessment</b>	<b>\$25 (Based on 15 years @ 4%)</b>

(Published in *The Clarion* on August 21, 2014)

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

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 545-14 OF THE CITY OF MAIZE, KANSAS WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS (WATER IMPROVEMENTS/EAGLES NEST ADDITION PHASE 2A).**

---

**WHEREAS**, the governing body of the City of Maize, Kansas (the “City”), has heretofore by Resolution No. 545-14 of the City, duly adopted on April 21, 2014 (the “Prior Resolution”), authorized, pursuant to K.S.A. 12-6a01 *et seq.*, the following described improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the improvement district described below; and

**WHEREAS**, the Prior Resolution was recorded with the Register of Deeds of Sedgwick County, Kansas, and appears at Doc.#/Flm-Pg 29448089; and

**WHEREAS**, the City has received an Amended Petition proposing a modification of the estimated costs of the Improvements; and

**WHEREAS**, the governing body of the City hereby finds and determines that said Amended Petition is sufficient and that it necessary to make such modifications; and

**WHEREAS**, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement *Section 1* of the Prior Resolution, as hereinafter set forth.

**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 (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the improvement district described below; and

(b) The estimated or probable cost of the Improvements is: \$104,000, to be increased at the pro rata rate of 1 percent per month from and after August 18, 2014.

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

**Eagles Nest Addition**

Lots 10 through 17, Block B  
Lots 1 through 5, Block C  
Lots 16 through 24, Block C  
Lots 24 through 32, Block D

to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (31 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. Repealer; Ratification.** *Section 1* of the Prior Resolution is hereby repealed and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on August 18, 2014.

(SEAL)

By: \_\_\_\_\_  
Clair Donnelly, Mayor

ATTEST:

By: \_\_\_\_\_  
Jocelyn Reid, Clerk

**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 August 18, 2014, as the same appears of record in my office.

DATED: August 18, 2014.

By: \_\_\_\_\_  
Jocelyn Reid, Clerk

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, AUGUST 18, 2014**

**AGENDA ITEM #7D**

**ITEM:** Zone change from SF-5 Single-Family Residential to GO General Office (Z-02-014) for approximately 0.25 acres of property located at 107 S. King (West side of King, approximately 150 feet south of Albert).

**BACKGROUND:** At the July 21, 2014 City Council meeting the Council requested that this case be returned to the Planning Commission for further review and clarification of conditions of approval. At their August 7, 2014 meeting the Planning Commission reviewed the request at recommended unanimous approval of the zone change subject to the following conditions:

- 1). Screening, landscaping and lighting shall be approved by the Planning Administrator, taking into consideration the input of adjacent property owners.
- 2). The fence along King St. shall be constructed of wood and shall be 8 feet in height.
- 3). The parking surfaces shall be paved, with the interior of the lot to be graveled with a minimum base of 6 inches in compliance with the site plan approved by the Planning Commission.
- 4). The driveway shall be 24 feet wide and shall be located 20 feet south of the north property line.
- 5). Trucks and trailers may only be parked on the west 40 feet of the lot.
- 6). The lot shall be developed in conformance with the approved site plan.

A copy of the Ordinance that will effectuate the zone change is attached to this agenda item, along with the site plan.

**FINANCIAL CONSIDERATIONS:** None

**LEGAL CONSIDERATIONS:** City Attorney has approved Ordinance as to form

**RECOMMENDATION/ACTION:** Approve and adopt the Ordinance for a zone change within Maize City limits.

**STAFF REPORT**

**CASE NUMBER:** Z-02-014

**OWNER/APPLICANT:** Management and Maintenance Services Inc.  
 c/o Phil Stover  
 111 S. King  
 Maize, KS 67101

**GENERAL LOCATION:** 107 S. King (West side of King, approximately 150 feet south of Albert)

**SITE SIZE:** +/- .25 acres

**CURRENT ZONING:** SF-5 Single-Family Residential District

**PROPOSED ZONING:** GO General Office

**PROPOSED USE:** Commercial parking area

**BACKGROUND:** Stover’s Restoration has purchased the 3 lots and ½ of the vacated alleyway immediately south of the Maize Post Office. They are requesting a zone change for this property to allow the construction of a commercial parking lot. General Office zoning is the least intensive zoning district which allows the use of Commercial Parking.

<b><u>ADJACENT</u></b>	<b><u>ZONING</u></b>	<b><u>LAND USE:</u></b>
NORTH:	GC General Commercial	US Post Office
SOUTH:	SF-5 Single-Family Residential	Residential
EAST:	SF-5 Single-Family Residential	Residential
WEST:	SF-5 Single-Family Residential	Residential

**PUBLIC SERVICES:** King Street is a paved 2-lane local asphalt street with no curb and gutters adjacent to this property.

**CONFORMANCE TO PLANS/POLICIES:** This property is recognized in the adopted Maize Comprehensive Plan as appropriate for Neighborhood development.

**RECOMMENDATION:** The proposed change can be an appropriate use of land given its close proximity to the applicant’s main business if the property is properly screened and maintained. Based upon these factors, plus the information available prior to the public hearing, staff recommends the request as submitted be APPROVED, subject to a screening and/or landscape plan being approved by the Planning Commission, taking into account the input of adjacent property owners AND subject to the provisions of Protective Overlay PO-01-014 which restricts the uses of the property to only Commercial Parking or those uses allowed in SF-5 Single Family Residential zoning.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: This property is located within an area that is currently mixed-use in character with commercial, industrial, institutional and residential uses. Future commercial development would be required to screen from existing residential and to provide required landscaping.
2. The suitability of the subject property for the uses to which it has been restricted: The property is currently vacant and has been for many years. The site is suited to residential development but to-date there has been no market demand for that.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: GO zoning at this location would require screening from adjacent residential areas and would limit lighting and noise where adjacent to residential uses.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The City of Maize Comprehensive Plan recommends this property for neighborhood use. The nature of the proposed use is not exactly in compliance with this recommendation but is appropriate given the property's proximity to the existing business operations of the applicant.
5. Impact of the proposed development on community facilities: The requested zone change would introduce a somewhat more intensive land use to the area. Existing public streets are capable of handling this type of use.

**Planning Commission Action**

Having reviewed the above zone change request, I \_\_\_\_\_  
 move that the Planning Commission

Recommend approval of the zone change request to the City Council, based upon the findings of fact outlined above and the requirements recommended by Staff, or

Recommend denial of the zone change request to the City Council for reasons heretofore agreed upon

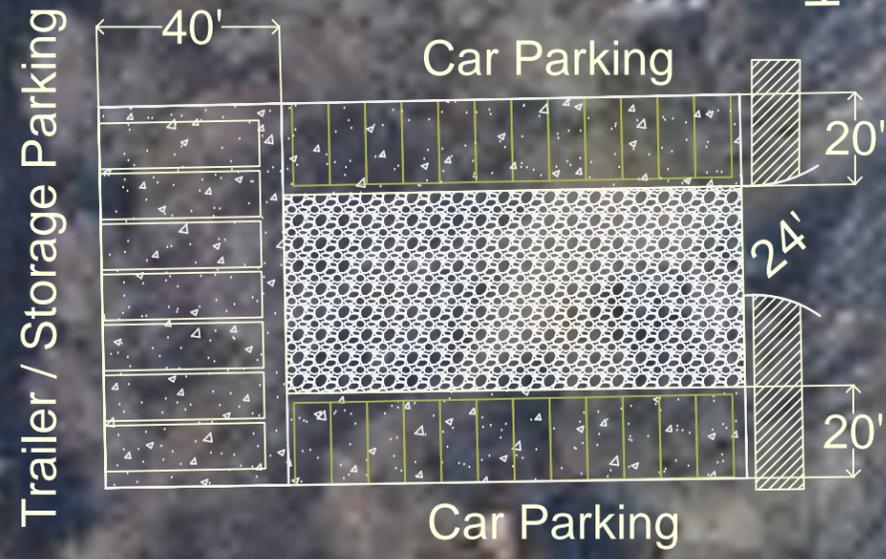
Or defer the request until the July regular meeting of the Planning Commission for further information or study as heretofore specified

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

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

Park St.

King St.



STOVERS PARKING

- CONCRETE/ASPHALT
- ROCK\_DRAINAGE
- DITCHS

Trailer / Storage Parking 10' x 35'  
showing 1' in between Trucks / Storage  
Bins  
Car Parking 8' x 18'

**ORDINANCE NO.**

**AN ORDINANCE CHANGING THE ZONING DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF MAIZE, KANSAS, UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY AS ORIGINALLY APPROVED BY ORDINANCE NO. 548.**

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

SECTION 1. After proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City as originally approved by Ordinance No. 548, the Maize City Planning Commission recommends approval of Case No. Z-02-014, and, that the zoning district classification of the property legally described herein be changed as follows:

Change of zoning district classification from the SF-5 Single-Family Residential District to GO General Office District.

Legal Description:

Lots 6, 7 and 8 inclusive and the south ½ of vacated alley adjacent on north, Block 10, City of Maize, Sedgwick County, Kansas.

General Location: 107 S. King

SECTION 2. Upon the taking effect of the ordinance, the above zoning change shall be entered and shown on the Official Zoning Map(s) as previously adopted by reference and said Map(s) is (are) hereby reincorporated as a part of the Zoning Regulations as amended.

SECTION 3. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the official city newspaper.

PASSED by the City Council and APPROVED by the Mayor on the 18<sup>th</sup> day of August, 2014

(SEAL)

---

Clair Donnelly, Mayor

---

Jocelyn Reid, City Clerk

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, AUGUST 18, 2014**

**AGENDA ITEM # 8A**

**ITEM:       Industrial Revenue Bonds Resolution**

**BACKGROUND:**

Dave Larson is in the process of purchasing approximately 25 acres from Jerome Weninger at 119<sup>th</sup> Street West and 53<sup>rd</sup> Street North and constructing a 45,000 sf manufacturing facility which he will lease to Reiloy-Westland Corporation.

Mr. Larson has requested that the City issue industrial revenue bonds to finance the costs of the acquisition, the construction and equipping of the facility, and in connection with the issuance of the bonds, approve an ad valorem property tax abatement for all bond-financed property. The abatement would be a 100% abatement for a period of 10 years.

Kansas statutes require a public hearing be held on any proposed property tax abatement and that a cost/benefit analysis be prepared comparing the cost of the abatement to the financial benefits of the proposed project.

Notice of the public hearing was published on August 7, 2014. A letter of the Public Hearing was sent the Sedgwick County Commissioners and USD 266 School Board.

The cost/benefit was prepared by Wichita State University and was completed on August 12, 2014. A copy is included under this agenda item.

The resolution for action today indicates the intent of the City to issue industrial revenue bonds in the approximate amount of \$3,000,000 to finance the project and approves a 100% ad valorem property tax abatement for ten years.

**FINANCIAL CONSIDERATIONS:**

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

**LEGAL CONSIDERATIONS:**

Bond Counsel prepared the resolution and approves it as to form.  
Kim Bell will be at the Council meeting to outline the IRB process.

**RECOMMENDATION/ACTION:**

Approve the resolution to determine the advisability of issuing taxable industrial revenue bonds for the purpose of financing the acquisition, construction, and equipping a commercial facility in Maize.



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

DATE OF ANALYSIS 8/13/2014  
 TIME OF ANALYSIS 8:43 AM  
 VERSION OF ANALYSIS V13

<b>PROJECT SUMMARY (no multipliers, no substitution)</b>	
Company Name	Reiloy Westland Corporation
Number of new jobs for 10-year period	60
Amount of payroll for 10-year period	\$28,130,470
Amount of capital investment for 10-year period	\$8,425,000
Land	\$0
Buildings	\$2,925,000
Machinery and Equipment	\$5,500,000

<b>INCENTIVE SUMMARY</b>	
<b>City Incentives - Maize</b>	313,546
Tax abatement	313,472
Sales tax exemption	73
Forgivable loans	0
Infrastructure	0
Cash value all other incentives	0

<b>County Incentives - Sedgwick</b>	218,918
Tax abatement	215,331
Sales tax exemption	3,587
Forgivable loans	0
Infrastructure	0
Cash value all other incentives	0

<b>State Incentives</b>	234,094
Tax abatement	157,219
Sales tax exemption	76,875
Forgivable loans	0
Training dollars	0
Infrastructure	0
Cash value all other incentives	0

<b>School District Incentives - 266 Maize</b>	129,102
Tax abatement	129,102

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

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

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

**WHEREAS**, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in the approximate principal amount of \$3,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs of land acquisition and the acquisition, construction and equipping of a manufacturing facility (the "Project") to be located in the Issuer; and

**WHEREAS**, the Project will be leased by the Issuer to 1735 S. Maize Road, LLC, a Kansas limited liability company (the "Tenant"), and the Tenant intends to lease all or a portion of the Project to Reiloy Westland Corporation (the "Company").

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

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

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in the approximate principal amount of \$3,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Bond Agreement, Guaranty Agreement, Lease or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be

determined (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant, the Company and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (f) the commitment to and payment by the Tenant, the Company or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. **Property Tax Exemption.** The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Second* the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals.

Section 5. **Sales Tax Exemption.** The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore.

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

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

Section 8. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City of Maize, Kansas on August 18, 2014.

[SEAL]

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on August 18, 2014, as the same appears of record in my office.

DATED: \_\_\_\_\_ 2014.

\_\_\_\_\_  
Clerk

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, August 18, 2014**

**AGENDA ITEM #8B**

**ITEM:       EAGLES NEST PHASE 2 SEWER/PHASE 2A WATER  
CONSTRUCTION BIDS AND CONTRACT**

**BACKGROUND:**

On July 9, 2014, bids were received for Eagles Nest Phase 2 sewer and Phase 2A water improvements. McCullough Excavation submitted the low bid of \$131,294 for sewer and \$80,166 for water. The engineer's estimate was \$181,903.50 for sewer and \$69,470 for water.

The City Engineer has confirmed the bids. A bid tabulation sheet is attached.

McCullough Excavation most recently the water and sewer contractor in the Woods at Watercress Addition.

**FINANCIAL CONSIDERATIONS:**

The Eagles Nest Phase 2A Addition was included in the updated 2014 Project Funding that was approved in April.

**LEGAL CONSIDERATIONS:**

The construction agreement has been approved by the City Attorney as to form.

**RECOMMENDATION:**

Accept the low bid and approve the construction agreement with McCullough in an amount not to exceed \$131,294 for sewer and \$80,166 for water and authorize the Mayor to sign.

TABULATION OF BIDS  
 EAGLES NEST ADDITION - PHASE 2  
 MAIZE, KANSAS  
 Sanitary Sewer Improvements and  
 Water Line Improvements  
 Bid Date: July 9, 2014

Bid Items:	Quantities	Unit	Engineer's Estimate		Dondlinger		Duling		McCullough		Mies		Nowak		W.B. Carter	
			Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total
<b>SANITARY SEWER IMPROVEMENTS</b>																
SS Pipe 8"	402	L.F.	\$22.00	\$8,844.00	\$35.00	\$14,070.00	\$16.00	\$6,432.00	\$14.00	\$5,628.00	\$20.00	\$8,040.00	\$23.00	\$9,246.00	\$13.50	\$5,427.00
SS Pipe 10"	2,973	L.F.	\$26.50	\$78,784.50	\$38.00	\$112,974.00	\$20.00	\$59,460.00	\$16.00	\$47,568.00	\$24.00	\$71,352.00	\$25.50	\$75,811.50	\$14.50	\$43,108.50
Manhole, Standard	8	EA.	\$2,800.00	\$22,400.00	\$3,300.00	\$26,400.00	\$2,400.00	\$19,200.00	\$2,450.00	\$19,600.00	\$2,750.00	\$22,000.00	\$2,800.00	\$22,400.00	\$3,219.00	\$25,752.00
Manhole, Shallow	7	EA.	\$2,200.00	\$15,400.00	\$3,500.00	\$24,500.00	\$2,200.00	\$15,400.00	\$2,200.00	\$15,400.00	\$2,750.00	\$19,250.00	\$2,500.00	\$17,500.00	\$2,789.00	\$19,523.00
Stub, SS (4")	12	EA.	\$150.00	\$1,800.00	\$425.00	\$5,100.00	\$85.00	\$1,020.00	\$300.00	\$3,600.00	\$250.00	\$3,000.00	\$175.00	\$2,100.00	\$444.00	\$5,328.00
Stub, SS (10")	1	EA.	\$350.00	\$350.00	\$650.00	\$650.00	\$200.00	\$200.00	\$450.00	\$450.00	\$500.00	\$500.00	\$400.00	\$400.00	\$165.00	\$165.00
Air Testing, SS Pipe	3,375	L.F.	\$1.00	\$3,375.00	\$2.00	\$6,750.00	\$1.20	\$4,050.00	\$1.00	\$3,375.00	\$1.45	\$4,893.75	\$1.22	\$4,117.50	\$1.30	\$4,387.50
Riser Pipe Assembly (4")	17	EA.	\$850.00	\$14,450.00	\$1,200.00	\$20,400.00	\$680.00	\$11,560.00	\$625.00	\$10,625.00	\$700.00	\$11,900.00	\$725.00	\$12,325.00	\$923.00	\$15,691.00
Flowable Fill	35	L.F.	\$50.00	\$1,750.00	\$55.00	\$1,925.00	\$58.00	\$2,030.00	\$37.00	\$1,295.00	\$45.00	\$1,575.00	\$72.00	\$2,520.00	\$40.00	\$1,400.00
Sand Fill, Flushed and Vibrated	1,135	L.F.	\$15.00	\$17,025.00	\$12.00	\$13,620.00	\$9.00	\$10,215.00	\$10.00	\$11,350.00	\$5.00	\$5,675.00	\$8.95	\$10,158.25	\$12.00	\$13,620.00
Pipe Encasement, Reinf. Concrete	235	L.F.	\$55.00	\$12,925.00	\$30.00	\$7,050.00	\$50.00	\$11,750.00	\$47.00	\$11,045.00	\$50.00	\$11,750.00	\$101.00	\$23,735.00	\$43.00	\$10,105.00
Erosion Control	1	L.S.	\$1,000.00	\$1,000.00	\$4,600.00	\$4,600.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$600.00	\$600.00	\$431.00	\$431.00
Project Seeding	1	L.S.	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00	\$100.00	\$100.00	\$600.00	\$600.00	\$100.00	\$100.00	\$1,500.00	\$1,500.00	\$1,929.00	\$1,929.00
Site Clearing & Restoration	1	L.S.	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$100.00	\$100.00	\$658.00	\$658.00	\$100.00	\$100.00	\$1,750.00	\$1,750.00	\$2,031.00	\$2,031.00
<b>SUBTOTAL SANITARY SEWER IMPROVEMENTS</b>			<b>\$181,903.50</b>		<b>\$245,539.00</b>		<b>\$141,617.00</b>		<b>\$131,294.00</b>		<b>\$160,235.75</b>		<b>\$184,163.25</b>		<b>\$148,898.00</b>	

Bid Items:	Quantities	Unit	Engineer's Estimate		Dondlinger		Duling		McCullough		Mies		Nowak		W.B. Carter	
			Bid Price	Total												
<b>WATER DISTRIBUTION SYSTEM</b>																
WL Pipe 8"	1,676	L.F.	\$20.00	\$33,520.00	\$40.00	\$67,040.00	\$16.00	\$26,816.00	\$16.00	\$26,816.00	\$22.00	\$36,872.00	\$20.75	\$34,777.00	\$21.00	\$35,196.00
Valve Assembly 8" (Gate)	3	EA.	\$850.00	\$2,550.00	\$1,300.00	\$3,900.00	\$1,220.00	\$3,660.00	\$1,200.00	\$3,600.00	\$1,100.00	\$3,300.00	\$1,100.00	\$3,300.00	\$1,381.00	\$4,143.00
Valve Assembly 8", Anchored (Special)	2	EA.	\$1,000.00	\$2,000.00	\$1,350.00	\$2,700.00	\$1,350.00	\$2,700.00	\$1,300.00	\$2,600.00	\$1,250.00	\$2,500.00	\$1,200.00	\$2,400.00	\$1,421.00	\$2,842.00
Fire Hydrant Assembly	4	EA.	\$2,600.00	\$10,400.00	\$4,700.00	\$18,800.00	\$3,600.00	\$14,400.00	\$3,675.00	\$14,700.00	\$3,000.00	\$12,000.00	\$3,750.00	\$15,000.00	\$3,770.00	\$15,080.00
Service Lines, Long (1")	13	EA.	\$825.00	\$10,725.00	\$2,200.00	\$28,600.00	\$900.00	\$11,700.00	\$1,150.00	\$14,950.00	\$1,250.00	\$16,250.00	\$1,150.00	\$14,950.00	\$1,639.00	\$21,307.00
Service Lines, Short (1")	19	EA.	\$425.00	\$8,075.00	\$2,000.00	\$38,000.00	\$800.00	\$15,200.00	\$900.00	\$17,100.00	\$1,000.00	\$19,000.00	\$920.00	\$17,480.00	\$1,038.00	\$19,722.00
Erosion Control	1	L.S.	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,088.00	\$1,088.00
Project Seeding	1	L.S.	\$700.00	\$700.00	\$1,500.00	\$1,500.00	\$100.00	\$100.00	\$200.00	\$200.00	\$100.00	\$100.00	\$350.00	\$350.00	\$1,103.00	\$1,103.00
Site Clearing & Restoration	1	L.S.	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,569.00	\$1,569.00
<b>SUBTOTAL WATER LINE IMPROVEMENTS</b>			<b>\$69,470.00</b>		<b>\$163,140.00</b>		<b>\$74,776.00</b>		<b>\$80,166.00</b>		<b>\$90,222.00</b>		<b>\$88,367.00</b>		<b>\$102,050.00</b>	
<b>TOTAL BASE BID:</b>			<b>\$251,373.50</b>		<b>\$408,679.00</b>		<b>\$216,393.00</b>		<b>\$211,460.00</b>		<b>\$250,457.75</b>		<b>\$272,530.25</b>		<b>\$250,948.00</b>	



## CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and McCullough Excavating, whose principal office is at \_\_\_\_\_ (hereinafter the "Contractor").

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

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

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

Sanitary Sewer Improvements to serve Eagles Nest Addition - Phase 2I  
and Water Distribution System to serve Eagles Nest Addition - Phase 2A,  
Maize, Kansas

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

**SECTION 4. Contract Time.** (a) The Work under this Agreement shall be substantially completed to the satisfaction of the Engineer within fifty (50) work days after the Notice to Proceed is issued.

(b) **Liquidated Damages.** Liquidated Damages for failure to substantially complete the Work in the time period set in this section will be assessed at the amount and in accordance with the Standard Specifications that are referenced in Section 12 herein.

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

Item No.	Description	Quantity	Unit	Unit Price	Extension and Not-To-Exceed Amount
<b>SANITARY SEWER IMPROVEMENTS</b>					
1	SS Pipe 8"	402	L.F.	\$ 14.00	\$ 5,628.00
2	SS Pipe 10"	2,973	L.F.	\$ 16.00	\$ 47,568.00
3	Manhole, Standard	8	Ea.	\$ 2,450.00	\$ 19,600.00
4	Manhole, Shallow	7	Ea.	\$ 2,200.00	\$ 15,400.00
5	Stub, SS (4")	12	Ea.	\$ 300.00	\$ 3,600.00
6	Stub, SS (10")	1	Ea.	\$ 450.00	\$ 450.00
7	Air Testing, SS Pipe	3,375	L.F.	\$ 1.00	\$ 3,375.00
8	Riser Pipe Assembly (4")	17	Ea.	\$ 625.00	\$ 10,625.00
9	Flowable Fill	35	L.F.	\$ 37.00	\$ 1,295.00
10	Sand Fill, Flushed and Vibrated	1,135	L.F.	\$ 10.00	\$ 11,350.00
11	Pipe Encasement, Reinf. Concrete	235	L.F.	\$ 47.00	\$ 11,045.00
12	Erosion Control	1	L.S.	\$ 100.00	\$ 100.00
13	Project Seeding	1	L.S.	\$ 600.00	\$ 600.00
14	Site Clearing & Restoration	1	L.S.	\$ 658.00	\$ 658.00
<b>Subtotal Sanitary Sewer Improvements</b>					<b>\$131,294.00</b>
1	WL Pipe 8"	1,676	L.F.	\$ 16.00	\$ 26,816.00
2	Valve Assembly 8" (Gate)	3	Ea.	\$ 1,200.00	\$ 3,600.00
3	Valve Assembly 8" , Anchored (Special)	2	Ea.	\$ 1,300.00	\$ 2,600.00
4	Fire Hydrant Assembly	4	Ea.	\$ 3,675.00	\$ 14,700.00
5	Service Lines, Long (1")	13	Ea.	\$ 1,150.00	\$ 14,950.00
6	Service Lines, Short (1")	19	Ea.	\$ 900.00	\$ 17,100.00
7	Erosion Control	1	L.S.	\$ 100.00	\$ 100.00
8	Project Seeding	1	L.S.	\$ 200.00	\$ 200.00
9	Site Clearing & Restoration	1	L.S.	\$ 100.00	\$ 100.00
<b>Subtotal Water Distribution System</b>					<b>\$80,166</b>
<b>TOTAL BASE BID</b>					<b>\$211,460.00</b>

(b) Payment. The Contractor shall be entitled to payments of ninety-five percent (95%) of its progress estimated every thirty (30) days during the prosecution of the Work, subject to the Engineer's approval and certification by the City as to progress and completion of the Work. The five percent (5%) retainage, if undisputed, shall be returned no later than the thirtieth (30<sup>th</sup>) day following substantial completion; however, if any subcontractor is still performing work, the City may withhold that portion of the retainage attributable to such subcontract until not later than thirty (30) days after such work is completed.

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

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

(a) A Performance and Maintenance Bond that guarantees the completion of the Work and guarantees maintenance of the Work following Final Completion for a two (2) year period in the amount of Two hundred eleven thousand, four hundred sixty Dollars and No Cents (\$ 211,460.00 ), conditioned on the satisfactory completion of the Work and completion of guaranteed maintenance of the Work.

(b) A Statutory Bond of the State of Kansas in the amount of Two hundred eleven thousand, four hundred sixty Dollars and No cents (\$ 211,460.00 ), conditioned upon the payment of all material and labor bills incurred in the making of the Work.

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

**SECTION 8. Arbitration.** Notwithstanding anything to the contrary in the Contract Documents, the City shall not be subject to arbitration and any clause relating to arbitration contained in the Contract Documents herein between the parties shall be null and void and either party shall have the right to litigate any dispute in a court of law.

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

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

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

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

(c) The Contractor has the responsibility to satisfy himself as to any explorations, subsurface tests, reports, or investigations of the subsurface or physical

conditions at or contiguous to the site as otherwise may affect the cost, progress, performance or furnishing of the Work as the Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

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

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

- (a) this Agreement;
- (b) Construction Plans;
- (c) Proposal Form;
- (d) Performance Bond;
- (e) Statutory Bond;
- (f) The City of Wichita Standard Specifications for Construction of City Projects, 1998 Edition (the "Standard Specifications"), a copy of which is on file with the City Clerk's office of the City; provided that, for purposes of this Agreement, references to "Wichita" in the Standard Specifications shall be replaced with "Maize" and references to addresses in the Standard Specifications that refer to a City of Wichita address shall be replaced with "123 Khedive, Maize, Kansas 67101."

**SECTION 13. Governing Law.** The Contract and Contract Documents shall be governed by the laws of the State of Kansas.

**SECTION 14. Miscellaneous Provisions.** (a) If there is a conflict, the terms and conditions in the Standard Specifications shall prevail over terms and conditions of the Agreement.

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

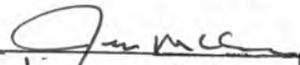
(c) The City and the Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives with respect to all covenants, agreements and obligations contained in the Contract Documents.

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

(e) The City's representative is:

Richard LaMunyon, City Administrator  
City of Maize, Kansas  
123 Khedive  
Maize, Kansas 67101

(f) The Contractor's representative is:

  
\_\_\_\_\_  
Jess McCullough  
\_\_\_\_\_  
9210 E 34th St North  
\_\_\_\_\_  
Wichita KS 67226  
\_\_\_\_\_

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

IN WITNESS WHEREOF, THIS AGREEMENT is entered into as of the day and year first written above and is executed in at least three (3) original copies, of which one (1) is to be delivered to the Contractor, one (1) to the Engineer for use in the administration of this Agreement, and one (1) to the City.

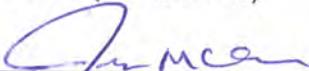
ATTEST:

CITY OF MAIZE, KANSAS

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

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

ATTEST (Contractor):

  
\_\_\_\_\_  
Name: Jess McCullough  
Agent, Pres.

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

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, AUGUST 18, 2014**

**AGENDA ITEM #8C**

**ITEM:** V-03-014 – Vacation of access control along 37<sup>th</sup> Street North west of Maize Road (Wadley Ranch Addition).

**BACKGROUND:** The applicant is requesting to vacate the platted access control at the east end of Lot 2, Block 1 of Wadley Ranch Addition. This request is necessitated by the presence of an AT&T equipment box that is located within the area allowed for access adjacent to Lot 2 along 37<sup>th</sup> Street.

Since improvements have been made to Maize Road and 37<sup>th</sup> Street since the time this property was platted, the applicant is also requesting that the openings serving Lot 1, Block 1 be allowed to have full turning movements rather than right in/right out only.

The Planning Commission voted unanimously at their July 17, 2014 meeting to recommend approval subject to the following conditions:

- 1) Only the east 15 feet of complete access control along 37<sup>th</sup> Street for Lot 2, Block 1, Wadley Ranch shall be vacated.
- 2) The easternmost opening along 37<sup>th</sup> Street shall be centered on the lot lines of Lots 1 and 2, Block 1, Wadley Ranch Addition.

**FINANCIAL CONSIDERATIONS:** None.

**LEGAL CONSIDERATIONS:** Approved as to form.

**RECOMMENDED ACTION:** Approve and authorize the mayor to sign the Vacation Order for the platted access control, authorize staff to file an amendment to the plat with the Sedgwick County Register of Deeds.

State of Kansas }  
Sedgwick County } ss

I, the undersigned licensed land surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on October 19, 2005 and the accompanying final plat prepared and that all monuments shown therein actually exist and their positions are correctly shown to the best of my knowledge and belief:

A tract of land described as follows:

**Parcel 1**  
A Point of Beginning being the northeast corner of the northeast quarter of Section 31, Township 26 South, Range 1 West of the Sixth Principle Meridian, Sedgwick County, Kansas; Thence west for a distance of 503.79 feet to a point on the north line of said northeast quarter; Thence south at a right angle for a distance of 500 feet; Thence west at a right angle for a distance of 318.43 feet; Thence south at a right angle for a distance of 513.04 feet, more or less, to a point on the north line of the south 308.55 feet of the north half of the northeast quarter of said section 31; thence east parallel with the south line of the north half of the northeast quarter of said section 31 for a distance of 809.11 feet to a point on the east line of said northeast quarter; thence northerly for a distance of 1015.12 feet, more or less, to the Point of Beginning; EXCEPT a tract of land described more accurately as A Point of Beginning being a point 600 feet south of the northeast corner of said northeast quarter and on the east line of said northeast quarter; Thence west at a right angle for a distance of 240 feet; Thence south 150 feet; Thence east 240 feet to a point on the east line of said northeast quarter; Thence north 150 feet to the Point of Beginning of Exception.

**Parcel 2**  
A tract of land described as follows:  
A Point of Beginning being a point 600 feet south of the northeast corner of the northeast quarter of Section 31, Township 26 South, Range 1 West, of the Sixth Principle Meridian, Sedgwick County, Kansas, and on the east line of said northeast quarter; Thence west at a right angle for a distance of 240 feet; Thence south for a distance of 150 feet; Thence east 240 feet to a point on the east line of said northeast quarter; Thence north 150 feet to the Point of Beginning.

Existing public dedications, rights-of-way, and easements being vacated by virtue of K.S.A. 12-512(b).



William P. Fox, L.S. # 799, Surveyor

State of Kansas }  
Sedgwick County } ss

This is to certify that the undersigned owner(s) of the land described in the Land Surveyor's Certificate, have caused the same to be surveyed and subdivided on the accompanying plat into lots, a block, and other public ways under the name of WADLEY RANCH ADDITION, to the City of Maize, Sedgwick County, Kansas; that all highways, streets, alleys easements and public sites as denoted on the plat are hereby dedicated to and for the use of the public for the purpose of construction, operating, maintaining and repairing public improvements; and further that the land contained herein is held and shall be conveyed subject to any applicable restrictions, reservations and covenants now on file or hereafter filed in the Office of the Register of Deeds of Sedgwick County, Kansas. The drainage easements are hereby granted for drainage purposes. All abutters rights of access to or from 37th Street North and/or Maize Road as shown are granted to the City of Maize. The access openings designated as right-ins/outs are at the discretion of the City Engineer for the City of Maize. The access easements are for the benefit of the property owners to access public right of way.

**LOT 2**  
Goodwill Industries Easter Seals of Kansas, Inc.  
*Emily Capel*  
Signed  
*Emily Capel*  
Print  
President/CEO  
Title

**LOT 3**  
Gregory A. Neville Revocable Trust of Kansas, Inc.  
*Gregory A. Neville*  
Signed  
*Gregory A. Neville*  
Print  
Trustee  
Title

LOT 1, 4, 5 & 6

*Dane C. Wadley*  
Dane C. Wadley  
*Jennifer L. Wadley*  
Jennifer L. Wadley

# FINAL PLAT OF WADLEY RANCH ADDITION TO THE CITY OF MAIZE, SEDGWICK COUNTY, KANSAS

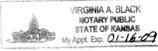
State of Kansas )  
Sedgwick County ) ss

BE IT REMEMBERED that on this 20th day of December, 2005, before me, the undersigned, a notary public in and for the County and State aforesaid came Gregory A. Neville, President/CEO, Goodwill Industries Easter Seals of Kansas, Inc., personally known to me to be the same persons who executed this instrument and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

1-16-09  
My appointment expires

*Virginia A. Black*  
Notary Public  
Print  
*Virginia A. Black*



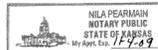
State of Kansas )  
Sedgwick County ) ss

BE IT REMEMBERED that on this 20th day of December, 2005, before me, the undersigned, a notary public in and for the County and State aforesaid came Nila Pearmain, Vice President/CEO, Emprise Bank, personally known to me to be the same persons who executed this instrument and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

11-4-09  
My appointment expires

*Nila Pearmain*  
Notary Public  
Print  
*Nila PEARMAIN*



We, Emprise Bank, Ray E. Stuewe VP, holders of a mortgage on the above described property do hereby consent to the plat of "Wadley Ranch Addition".

Emprise Bank

Ray E. Stuewe  
Print

*Ray E. Stuewe*  
Signed  
*Vice President*  
Title

State of Kansas )  
Sedgwick County ) ss

BE IT REMEMBERED that on this 27th day of January, 2006, before me, the undersigned, a notary public in and for the County and State aforesaid came Ray E. Stuewe, Vice President for Emprise Bank, personally known to me to be the same persons who executed this instrument and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

4-16-06  
My appointment expires

*Geneva M. Schulte*  
Notary Public  
Print  
*Geneva M. Schulte*



State of Kansas )  
Sedgwick County ) ss

BE IT REMEMBERED that on this 20th day of December, 2005, before me, the undersigned, a notary public in and for the County and State aforesaid came Dane C. Wadley and Jennifer L. Wadley, Husband & Wife, personally known to me to be the same persons who executed this instrument and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

4-11-06  
My appointment expires

*Jewel Hidalgo*  
Notary Public  
Print  
*Jewel Hidalgo*



\* 30' OPENING IS RIGHT IN/RIGHT OUT ONLY

State of Kansas )  
Sedgwick County ) ss

This plat was approved by the Maize Planning Commission on Nov. 3, 2005.

Signed Feb. 13, 2006

*Andrew DePless*  
Chairperson  
*Barney Ross*  
ANDREW SCIOLOAN

Attest:

*Harriet Woodard*  
Secretary  
Gerald Woodard

State of Kansas )  
Sedgwick County ) ss

This plat approved pursuant to the provisions of K.S.A. 12-401.

Date Signed: February 15, 2006

*Tom Powell*  
Tom Powell  
City Attorney

State of Kansas )  
Sedgwick County ) ss

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City

of Maize, Kansas on November 28, 2005

*Clair E. Donnelly*  
Clair Donnelly  
Mayor



Attest:

*Jan Silvestri*  
Jan Silvestri  
City Clerk

Entered on transfer record this day 17 of March, 2006

*Don Brace*  
Don Brace  
County Clerk



State of Kansas )  
Sedgwick County ) ss

This is to certify that this instrument was filed for record in the Register

of Deeds Office at 2:57 (p.m.) on the 17th day of

March, 2006 and is duly recorded.

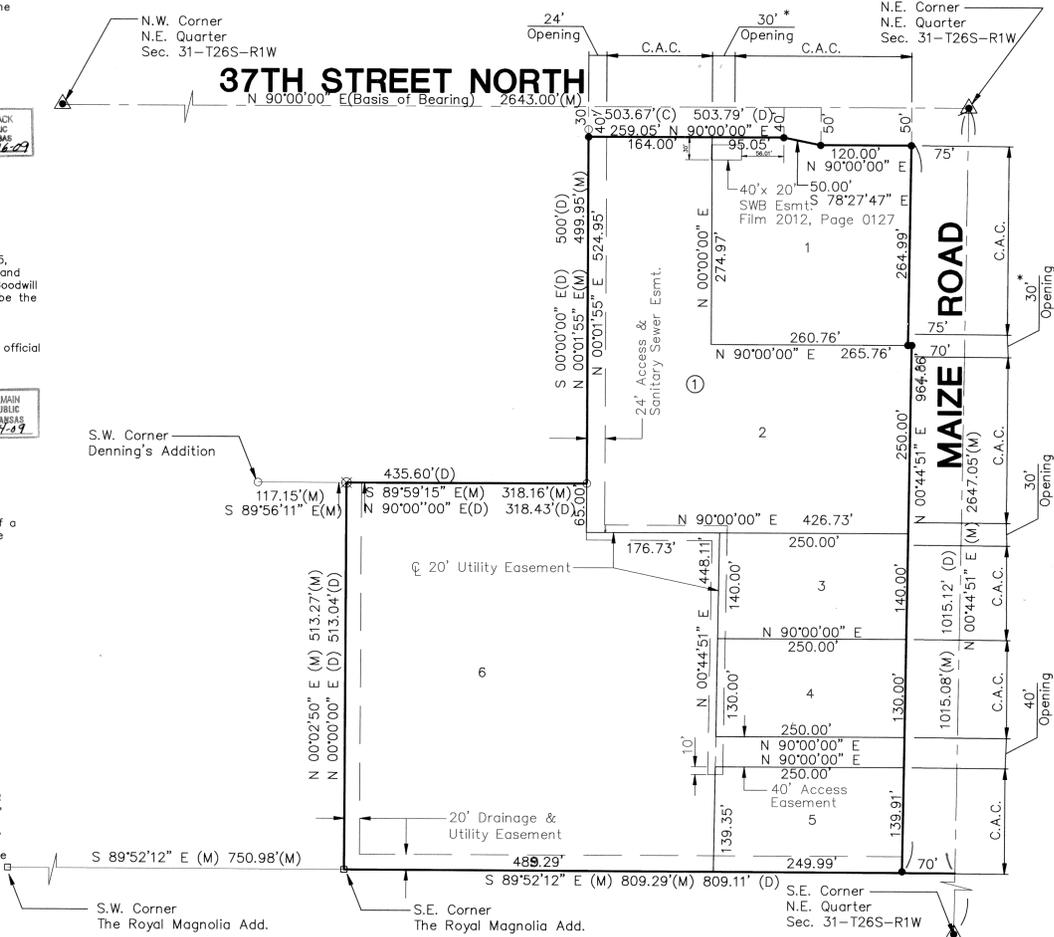


Bill Meek, Register of Deeds

*Tonya Buckingham*  
Tonya Buckingham  
Deputy

Reviewed in accordance with K.S.A. 58-2005 on this 16th day of

January, 2006.

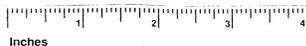


### LEGEND

- = 5/8" Rebar w/ POE Cap(Set)
- ⊗ = 5/8" Rebar(Found)
- = 1/2" Rebar(Found)
- = Rebar w/ Savoy cap(Found)
- ▲ = Section Corner
- (M) = Measured
- (D) = Deed
- (C) = Calculated



DATE OF PREPARATION: 10/20/05



This digital plat record accurately reproduces in all details the original plat filed with the Sedgwick County Register of Deeds. Digitized under the supervision of Register of Deeds Bill Meek by Sedgwick County Geographic Information Systems.

Bill Meek, Register of Deeds  
Digitized rendition of original signature

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

**IN THE MATTER OF THE VACATION OF**

The east 30 feet of access control adjacent to  
Lot 2, Block 1, Wadley Ranch Addition  
an addition to Maize, Sedgwick County, Kansas

)  
)  
)  
)  
)

Case No.  
V-03-014

**AND**

The platted condition for right in/right out opening only  
For openings serving Lot 1, Block 1, Wadley Ranch  
Addition, an addition to Maize, Sedgwick County, Kansas

)  
)  
)

**GENERALLY LOCATED**

At the southwest corner of 37<sup>th</sup> Street North and Maize Road

**MORE FULLY DESCRIBED BELOW**

**VACATION ORDER**

NOW on this 18<sup>th</sup> day of August, 2014 comes on for hearing the petition for vacation filed by Dane and Jennifer Wadley praying for the vacation of the following described platted access control, to wit:

The east 30 feet of platted access control adjacent to Lot 2, Block 1, and the platted condition for right in/right out opening only, Wadley Ranch Addition, an addition to Maize, Sedgwick County, Kansas

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

1. That due and legal notice has been given by publication as required by law, by publication in The Clarion on June 26, 2014, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the above-described platted access control, and the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner, the prayer of the petition ought to be granted.
4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
5. The vacation of platted access control described herein should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 18<sup>th</sup> day of August, 2014 ordered that the above-described platted access control is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

---

Clair Donnelly, Mayor

ATTEST:

---

Jocelyn Reid, City Clerk

Approved as to form:

---

Thomas J. Powell, City Attorney

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, AUGUST 18, 2014**

**AGENDA ITEM # 8D**

**ITEM:        UTILITY RATE INCREASE ORDINANCE**

**BACKGROUND:**

The current utility rates, along with future utility funding requirements were examined during the 2015 budget proceedings. This examination process indicated that the current utility finances are adequate for the utility system in terms of meeting present demands and satisfying all debt service requirements.

However, the examination process did suggest that based on the current growth pattern for Maize, the current utility reserves would not be sufficient to maintain the ever-increasing demand for services and the future utility expansion requirements. Examples of this would be additional water and sewer lines, looping requirements for fire protection and the expansion of the wastewater plant.

In an effort to minimize the impact of future funding requirements for the utility system, staff was instructed to prepare a utility funding proposal that would increase the utility reserve funds, while at the same time provide the funding required to meet the increasing service demand, satisfy debt service obligations and minimize the financial requirements on the customers.

After research and discussion a plan to meet the requirements, outlined above, is being suggested.

In summary the plan recommends:

- \$.25 cent base increase in both the water and sewer rates.
- \$.25 cent/1000 gallon increase in each water tier of the water billing plan.
- This would be a five-year plan.
- After five-years the base rate for water and sewer will have increased \$1.25.
- After five-years each water tier level amount will have increased \$1.25/1000 gallons.

In addition Connection and Equity fees have been adjusted as outline in the ordinances:

A few examples include:

- Water tap fees increase from \$850 to \$1000
- Larger meter fee requirements have increase accordingly
- Sewer tap fees increase from \$850 to \$1000
- Larger meter fee requirements have increase accordingly
- All increases in these fees are comparable to surrounding communities fees

**FINANCIAL CONSIDERATIONS:**

This controlled increase in revenues will enhance utility reserves, allow for future growth with minimal overall financial impact on customers.

**LEGAL CONSIDERATIONS:**

The City Attorney approves the Ordinances as to form.

**RECOMMENDATION/ACTION:**

Move to approve the following:

1. Approve Ordinance amending Section 15-219 relating to Water Rates
2. Approved Ordinance amending Section 15-429 relating to Wastewater Treatment System.
3. Approved Ordinance amending Section 15-430 relating to Wastewater Connection and Treatment plant equity fees.
4. Approve Ordinance amending Section 15-205 relating to Water Connection & Equity fees
5. And authorize the Mayor to sign

[A Summary of this Ordinance was Published in the *Mount Hope Clarion* on \_\_\_\_\_, 2014.]

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 15-219 OF THE CODE OF THE CITY OF MAIZE, KANSAS, PERTAINING TO WATER RATES, AND REPEALING THE ORIGINAL SECTION 15-219.**

**BE IT ORDAINED by the Governing Body of the City of Maize, Kansas:**

**SECTION 1.** Section 15-219 of the Code of the City of Maize, Kansas, is hereby amended to read as follows:

15-219. RATES FOR CUSTOMERS. (a) Definitions. For purposes of this section, the following phrases shall have the meaning set forth as follows:

(1) "Billing Period" means from the first day of a month to the last day of the month.

(2) "Base Rate" means a minimum charge per Billing Period that is charged residences, businesses and other entities that have availability of the City's water system during any part of a Billing Period.

(3) "City" means the City of Maize, Kansas.

(b) Rates for Customers Inside the City Limits of the City.

(1) Water service charges per Billing Period shall be assessed to residences, businesses, Educational Institutions, Higher Education Institutions, Industrial Users and other entities located within the City limits of the City that have water service availability at any time during a Billing Period at the rates set forth below. A residence, business, Educational Institution, Higher Education Institution, Industrial User or other entity is deemed to have water service availability if the City's municipal water system is available during any part of the Billing Period to be connected or is connected to the City's municipal water system. PROVIDED, HOWEVER, residences, businesses, educational institutions, higher education institutions, industrial users and other entities that have never been connected to the City's municipal water system shall not be deemed to be available to be connected to the City's municipal water system until thirty (30) calendar days after the City has provided to the Owner and/or occupant of such property written notice that such property is available to be connected to the City's municipal water system.

The Base Rate is to be applied whether or not any water volume passes from the City's municipal water system to the private water system during a Billing Period.

(2) The residence, multi-family residence, business, higher education institution, industrial or other entity, except Educational Institutions beginning January 1<sup>st</sup>, 2015 will pay a

base rate that will be adjusted on an annual basis as set forth in Table 1 below. The base rate per Billing Period, adjusted annually, is set forth in Table 1 below:

(3) In addition to the base rate charges, residence, multi-family residence, business, higher education institutions, industrial or other entity, except Educational Institutions will pay an additional charge based on gallons of water used per Billing Period that exceed 2,999 gallons, The charges for usage of water that exceeds 2,999 gallons will be adjusted on an annual basis as set forth in Table 1 below. The additional per Billing Period charges for usage of water that exceeds 2,999 gallons, adjusted annually, are set forth in Table 1 below:

**Table 1: Water User Rates – 2015 to 2019**

Effective Date	Base Rate		Rate/1,000 Gallons For 3,000 to 5,000	Rate/1,000 Gallons For 6,000 to 70,000	Rate/1,000 Gallons For 71,000 to 220,000	Rate/1,000 Gallons For 221,000 and more gallons used
January 1, 2015	Up to 2-inch meter	\$25.50	\$ 3.41	\$ 6.57	\$3.41	\$2.00
	2-inch up to 4-inch meter	\$50.25				
	4-inch up to 6-inch meter	\$60.25				
	6-inch meter and above	\$70.25				
January 1, 2016	Up to 2-inch meter	\$25.75	\$ 3.66	\$ 6.82	\$ 3.66	\$2.50
	2-inch up to 4-inch meter	\$50.50				
	4-inch up to 6-inch meter	\$60.50				
	6-inch meter and above	\$70.50				
January 1, 2017	Up to 2-inch meter	\$26.00	\$ 3.91	\$ 7.07	\$ 3.91	\$3.00
	2-inch up to 4-inch meter	\$50.75				
	4-inch up to 6-inch meter	\$60.75				
	6-inch meter and above	\$70.75				
January 1, 2018	Up to 2-inch meter	\$26.25	\$ 4.16	\$ 7.32	\$ 4.16	\$3.50
	2-inch up to 4-inch meter	\$51.00				
	4-inch up to 6-inch meter	\$61.00				
	6-inch meter and above	\$71.00				
January 1, 2019	Up to 2-inch meter	\$26.50	\$ 4.41	\$ 7.57	\$ 4.41	\$4.00
	2-inch up to 4-inch meter	\$51.25				
	4-inch up to 6-inch meter	\$61.25				
	6-inch meter and above	\$71.25				

(4) Multi-family residential complexes located within the corporate limits of the City shall be charged one Base Rate per Billing Period per meter. Every unit in a multi-family complex shall have a separate meter when every unit in the complex has a ground floor. When a multi-family complex has more than one story, and individual residential units can be accessed from common areas on floors other than the ground floor, the entire multi-story complex or entire buildings within the complex may be served by one meter. Each multi-family residential

unit occupied multi-family residential unit and non-occupied multi-family residential unit that is available for water service shall pay the Base Rate on a per residence basis.

All new applications for water service for multi-family residential units shall be metered according to the criteria described above.

(c) Educational Institutions.

(1) “Educational Institution” shall mean any public or private school building or group of buildings that provide a preschool through twelfth grade education and that receive water through one meter.

(2) For the purpose of this section (c), the following terms shall have meanings as set forth below:

a. “SBP” shall mean the school building population, including students and employees of a public school building.

b. “20” shall represent the average gallons per capita day usage by the SBP, based on national averages.

c. “2.5” shall represent the average household size in the City.

d. “130” shall represent the average gallons per capita day anticipated usage by a typical resident, based on national averages.

e. “0.75” shall represent the portion of the year in which the public school building is in operation in relation to the yearly water usage of a residence in the City. For purposes of this Section 15-219, the Educational Institution is anticipated to be in operation for nine (9) months each year.

(3) For purposes of determining the minimum water service charge per public school building, the City billing minimums shall be based on the household equivalent. For purposes herein, household equivalent is the ratio of total gallons of water demand by an Educational Institution to the average gallons per capita day water demand by residential users of the City’s water system. The household equivalent of each Educational Institution shall be calculated in accordance with the following formula:

$$\text{Step 1: Unadjusted Household Equivalent} = \frac{\text{SBP} \times 20}{130}$$

$$\text{Step 2: Household Equivalent} = \frac{\text{Unadjusted Household Equivalent} \times 0.75}{2.5}$$

(4) The minimum water usage for each Educational Institution shall be determined by taking the household equivalent for each Educational Institution times 2,000 gallons. The minimum water service charge for each public school building is the household equivalent times the base rate of \$25.25.

(5) Usage above the minimum water usage for each household equivalent in each Educational Institution shall be charged at the rates shown in Section 1(e)(2)(b), (c), (d) or (e) herein, based upon water usage.

(d) Rates for Customers Outside the City Limits of the City.

(1) Residences, businesses, educational institutions, higher education institutions, industrial users and other entities serviced by the City’s municipal water system at locations outside the corporate limits of the City shall pay a Base Rate equal to 150% of the minimum charge paid by customers within the City limits of the City.

(2) Additional charges for water usage fees for every 1,000 gallons used per Billing Period shall be charged at the same rate as paid by residences, businesses, educational institutions, higher education institutions, industrial users, and other entities within the City.

(e) The meter readings made by the City shall be rounded down to the nearest thousand.

(f) The minimum water service charge will not be assessed if improvements that are being served or are available to be served are removed from the property.

**SECTION 2. Repeal.** The existing Section 15-219 of the Code of the City of Maize, Kansas, is hereby repealed.

**Section 3. Publication.** A summary of this ordinance will be published once in the official City newspaper.

**SECTION 3. Effective Date.** This ordinance shall take effect on January 1<sup>st</sup>, 2015.

PASSED by the City Council and APPROVED by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

(SEAL)

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

ATTEST:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
THOMAS R. POWELL, City Attorney

[A summary of this ordinance will be published in the *Mount Hope Clarion* on \_\_\_\_\_, 20\_\_]

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, AMENDING SECTION 15-429 OF THE CODE OF THE CITY OF MAIZE, KANSAS, RELATING TO RATES FOR USERS OF THE WASTEWATER TREATMENT SYSTEM, AND REPEALING THE EXISTING SECTION 15-429 OF THE CODE OF THE CITY OF MAIZE, KANSAS.**

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

Section 1. Section 15-429. Section 15-429 of the Code of the City of Maize, Kansas, is hereby amended to read as follows:

15-429. **WASTEWATER COLLECTION AND TREATMENT CHARGES.** The following classes of users and charges to those users are established:

(a) **CLASS I. Residential Users and Other Small Contributors.** Single Family Contributors, single-story multi-family dwellings, small businesses denoted as home occupations, and non-residential small entities contributing less than three hundred (300) gallons per day of normal strength sewage.

Monthly flat rate charge set in Table 1 below

(b) **CLASS I(A). Multi-Story Multi-Family Dwellings.** Each unit within a multi-story multi-family complex contributing less than three hundred (300) gallons per day of normal strength sewage shall pay the standard option and maintenance charge for Residential Users. The charge per unit shall be assessed on the basis of the total number of units, regardless of whether or not they are occupied. The City shall send one monthly bill to the owners, who shall be responsible for paying the monthly charge:

Per unit monthly flat rate charge set in Table 1 below

(c) **CLASS II. Light Commercial/Small Industrial Users.** Non-residential users which contribute between three hundred (300) and one thousand (1,000) gallons per day of less than or equal to normal domestic strength sewage.

Monthly flat rate charge set in Table 1 below

(d) **CLASS III. Heavy Commercial Users.** Non-residential users which contribute over one thousand (1,000) gallons per day of less than or equal to normal domestic strength sewage.

Monthly flat rate charge set in Table 1 below

(e) **CLASS IV. Educational Institutions.** School Districts, treated as one customer, shall pay an amount of \$12,600.00 per month for wastewater service. This amount is based upon a maximum School District enrollment within the City's sewer service area of 6,000 students. Any properties owned by the School District that are used for administration only will be considered a separate Class II or Class III user.

(f) CLASS V. Higher Education Institutions. Any public or private school building that provides education beyond the requirements of high school graduation and contributes three hundred (300) gallons per day of less than or equal to normal domestic strength sewage shall pay the following monthly fees:

Monthly flat rate charge set in Table 1 below

(g) CLASS VI. Industrial Users. Industrial Users shall pay a monthly base charge. In addition, charges to Industrial Users shall include a charge that is calculated commensurate with flows and contributions that are discharged by Industrial Users in the wastewater system using a quarterly flow measuring system that will be administered at the discretion of the City. The parameters will be defined by a resolution adopted and amended by the City from time to time, and the parameters shall be routinely measured by the City. Parameters shall include a parameter defined as “other” which may be any substance determined by laboratory analysis to have potential for damage to the wastewater system appurtenance. This will also include any substance that is deemed by the City or the Kansas Department of Health and Environment to have caused the City to be in violation of its discharge permit. In addition to the parameters, the resolution will set rates upon which additional charges shall be based. If such charges relating to the specific damage are not defined, the City shall determine and assess the cost of the actual damages incurred by the City:

Monthly flat rate base charge set in Table 1 below

(2) Class I, Class I(A), Class II, Class III, Class V and Class VI ( class VI base charge) users shall pay a monthly flat rate sewer charge, that will be adjusted on an annual basis as set forth in Table 1 below:

**Table 1: Sewer User Rates – 2015 to 2019**

Effective Date		Flat Rate
January 1, 2015	CLASS I. Residential Users and Other Small Contributors	\$31.25
	CLASS I(A). Multi-Story Multi-Family Dwellings	\$19.11
	CLASS II. Light Commercial/Small Industrial Users	\$62.25
	CLASS III. Heavy Commercial Users	\$124.25
	CLASS V. Higher Education Institutions	\$124.25
	CLASS VI. Industrial Users	\$124.25
January 1, 2016	CLASS I. Residential Users and Other Small Contributors	\$31.50
	CLASS I(A). Multi-Story Multi-Family Dwellings	\$19.36
	CLASS II. Light Commercial/Small Industrial Users	\$62.50
	CLASS III. Heavy Commercial Users	\$124.50
	CLASS V. Higher Education Institutions	\$124.50
	CLASS VI. Industrial Users	\$124.50
January 1, 2017	CLASS I. Residential Users and Other Small Contributors	\$31.75
	CLASS I(A). Multi-Story Multi-Family Dwellings	\$19.61
	CLASS II. Light Commercial/Small Industrial Users	\$62.75
	CLASS III. Heavy Commercial Users	\$124.75

	CLASS V. Higher Education Institutions	\$124.75
	CLASS VI. Industrial Users	\$124.75
January 1, 2018	CLASS I. Residential Users and Other Small Contributors	\$32.00
	CLASS I(A). Multi-Story Multi-Family Dwellings	\$19.86
	CLASS II. Light Commercial/Small Industrial Users	\$63.00
	CLASS III. Heavy Commercial Users	\$125.00
	CLASS V. Higher Education Institutions	\$125.00
	CLASS VI. Industrial Users	\$125.00
January 1, 2019	CLASS I. Residential Users and Other Small Contributors	\$32.25
	CLASS I(A). Multi-Story Multi-Family Dwellings	\$20.11
	CLASS II. Light Commercial/Small Industrial Users	\$63.25
	CLASS III. Heavy Commercial Users	\$125.25
	CLASS V. Higher Education Institutions	\$125.25
	CLASS VI. Industrial Users	\$125.25

Section 2. Repeal. The existing Section 15-429 of the Code of the City of Maize, Kansas, is hereby repealed.

Section 3. Effective Date. This Ordinance will take effect on January 1, 2015.

Section 4. Publication. A summary of this ordinance will be published once in the official City newspaper.

PASSED by the Governing Body, and APPROVED by the Mayor of the City of Maize, Kansas on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Clair Donnelly, Mayor

ATTEST:

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

[A summary of this Ordinance was published in the *Mount Hope Clarion* on \_\_\_\_\_, 2014]

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, AMENDING SECTION 15-430 OF THE CODE OF THE CITY OF MAIZE, KANSAS, RELATING TO AMENDING THE CONNECTION AND EQUITY FEES AND REPEALING THE ORIGINAL SECTION 15-430 OF THE CODE OF THE CITY OF MAIZE, KANSAS.**

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

Section 1. Section 15-430 Amended. Section 15-430 of the Code of the City of Maize, Kansas, is hereby amended to read as follows:

15-430. CONNECTION AND EQUITY FEES. . No one shall tap or hook onto or into the City water lines without first applying for sewer service from the City of Maize, Kansas.

(a) A connection fee of \$1,000.00 is hereby established. This fee shall be assessed upon application to tap or hook into the sewer lines:

(b) In addition, a plant equity fee in the following amount shall be assessed to all users per connection. This fee shall be assessed upon application to tap or hook into the sewer lines:

- (1) 3/4-inch or smaller meter - \$1100
- (2) 1-inch meter - \$1,500
- (3) 1½- inch meter - \$2,100
- (4) 2-inch meter - \$2,600
- (5) 3-inch meter - \$3,600
- (6) 4-inch meter - \$5,100
- (7) 6-inch meter - \$7,600
- (8) Meters larger than 6-inch - \$11,000.

Section 2. Repeal of Existing Section 15-430. The existing Section 15-430 of the Code of the City of Maize, Kansas is hereby repealed.

Section 3. Publication. A summary of this Ordinance will be published one time in the official City newspaper.

Section 4. Effective Date. This Ordinance will take effect on January 1, 2015.

PASSED by the Governing Body, and APPROVED and SIGNED by the Mayor of the City of Maize, Kansas on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clair Donnelly, Mayor

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Tom Powell, City Attorney

[A summary of this Ordinance was published in the *Mount Hope Clarion* on \_\_\_\_\_, 2014]

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, AMENDING SECTION 15-205 OF THE CODE OF THE CITY OF MAIZE, KANSAS, RELATING TO AMENDING WATER PLANT EQUITY FEES, AND REPEALING THE ORIGINAL SECTION 15-205 OF THE CODE OF THE CITY OF MAIZE, KANSAS.**

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

Section 1. Section 15-205 Amended. Section 15-205 of the Code of the City of Maize, Kansas, is hereby amended to read as follows:

Section 205. Connection and Equity fees. No one shall tap or hook onto or into the City water lines without first applying for water service from the City of Maize, Kansas.

(a) The following connection fees are established. These fees will apply to service connections (all users per connection) made upon application to tap or hook into the City water lines:

- (1) 3/4-inch or smaller meter - \$1000.
- (2) 1-inch meter - \$1,300.
- (3) Meters larger than 1-inch shall be assessed a minimum fee of \$1,900. If the cost of meter, equipment and installation is more than the minimum, the fee will be the cost of the meter, equipment and installation plus a 5% servicing fee.

(b) In addition, a plant equity fee in the following amount shall be assessed to all users per connection. This fee shall be assessed upon application to tap or hook into the water lines:

- (1) 3/4-inch or smaller meter - \$1100
- (2) 1-inch meter - \$1,500
- (3) 1½- inch meter - \$2,100
- (4) 2-inch meter - \$2,600
- (5) 3-inch meter - \$3,600
- (6) 4-inch meter - \$5,100
- (7) 6-inch meter - \$7,600
- (8) Meters larger than 6-inch shall be assessed a fee of \$11,000.

Section 2. Repeal of Existing Section 15-205. The existing Section 15-205 of the Code of the City of Maize, Kansas is hereby repealed.

Section 3. Publication. A summary of this Ordinance shall be published one time in the official City newspaper.

Section 4. Effective Date. This Ordinance will take effect on January 1, 2015.

PASSED by the Governing Body, and APPROVED and SIGNED by the Mayor of the City of Maize, Kansas on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clair Donnelly, Mayor

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Tom Powell, City Attorney

# Monthly Council Report

August 2014



## Department Highlights

- All departmental operations are functioning as they should.
- The Department received delivery of two new patrol cars. These will replace a 2009 and 2010 models.
- The department saw a 20% increase in calls during a two week period in July. The calls were primarily in the area of Carriage Crossing, specifically the area along K-96. Vandalisms and criminal mischief drove the increases. Through special assignments and surveillance, four young men were caught and arrested in connection with many of the reported crimes. Charges are pending in District Court.

## Patrol Mileage:

607- 102,600

309- 84,891

709- 84,500

214- 3,516

410- 130,192

111- 34,118

512- 41,943

812- 31,803

## Monthly repairs:

None

**Budget status: 55.2 / 100%**

**Major purchases: Two 2014 Dodge Charger patrol cars - \$59,084.00**

## Current Staff Levels.

7 Full-time

3 Part-time

3 Reserve

2 Reserve -Vacant

2 Part-time - Vacant

## Monthly Activities

June Police Reports - 522

June calls for service - 446

## Community Policing:

National Night out was a success. Turnout was good considering primary voting and back to school events.

## **PUBLIC WORKS REPORT 8-12-2014**

### **Regular Maintenance**

- Graded all streets several times this past month. Have had quite a lot of rain recently which is great. Mowed some but it has been a little too wet to mow too much in the ditches.
- We have begun installing the new water meters replacing the manual read ones. Have installed about 125 so far. Hope to have all of them installed before it gets too cold. We are still reading them each month, as well as checking water and lift stations daily.

### **Special Projects**

- We have finally finished with the slurry seal for this year. I think after we cracksealed and crack-filled all the cracks and depressions the roads turned out pretty good. I am already putting together a new set of streets to slurry seal next year. There is quite a bit of work to do to prepare for this so we need to be ready when they come.
- We finished paving the 360 feet west of Tyler Road on 45<sup>th</sup>. It should be opening as I write this report. We had Kansas Paving excavate 16” of material, install 8 inches of crushed rock over a layer of Geo Grid. We then installed 8” of reinforced concrete paving. Saw joints were crack-filled and thermo-plastic pavement markings were installed. We backfilled along the entire project. I believe it looks very good and I think it will hold up for many years.
- The skate park is completed. It looks pretty good however it does look a little small. It will serve the purpose and it should be pretty much maintenance free.
- We are working on several things right now. The new maintenance Facility, Streets to be worked on next year. A replacement vehicle for our old one ton truck. A new Street Sweeper. Preparing the new police cars with proper lights etc. We stay pretty busy.

Ron Smothers  
Public Works Director

**Water and Wastewater Report  
July 16, 2014 – August 12, 2014**

**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.

July 21 – Flow tested the two fire hydrants at 53<sup>rd</sup> and 119<sup>th</sup> leading into the proposed industrial park.

August 11 – Crew capped and abandoned two service taps on the NW corner of Khedive and Academy.

**Wastewater Operation**

July 16 – Repaired a wire burned off its contact on the #3 main lift pump controls.

July 21 – Annual fire inspection of the plant took place. No violations reported.

July 29 – Mayer's began the annual maintenance jetting of sewer lines. They concluded operations on August 6 by vacuuming out the Plantation, Meadows, and plant lift station wet wells.

August 7 – Pulled the upstream and downstream stormwater runoff samples for this quarter. These are now required by our stormwater discharge permit.

On a personal note; I have been invited to give two presentations on water/wastewater operations at the annual joint AWWA/KWEA conference in Topeka on August 27<sup>th</sup>. It is an honor.

Routine maintenance continues as scheduled.

Matt Meeks  
Water and Wastewater Operator

**City Engineer's Report**  
**08/18/14**

**New Home Permits**

Fifty-seven (57) new single-family and two (2) triplex permits have been issued in 2014; six (6) in The Woods at Watercress, three (3) in Watercress II, five (5) in Fiddler's Cove, fifteen (15) in Watercress Village, four (4) in Emerald Springs, ten (10) in Eagles Nest and fifteen (15) in Hampton Lakes.

**Eagles Nest**

Weather permitting, water/sewer will begin the week of August 18<sup>th</sup>. Bids for paving were over engineer's estimate. We are working with low bidder and consultant on revised petitions.

**Skate Park**

Completed and being enjoyed by kids of all ages.

## **PLANNING ADMINISTRATOR'S REPORT**

**DATE:** August 18, 2014

**TO:** Maize City Council

**FROM:** Kim Edgington, Planning Administrator

**RE:** Regular August Council Meeting

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

1. Stover's Restoration zone change – The Planning Commission recommended approval of this request at their June 5, 2014 meeting. The Council reviewed this case at their July 21<sup>st</sup> meeting and voted to send the case back to the Planning Commission for further review. The case was reviewed and recommended for approval by the Planning Commission on August 7th.
2. Vacation of access control at 37<sup>th</sup> & Maize – The Planning Commission recommended approval of this request at the July 17, 2014 meeting for the property at the southwest corner to relocate a platted drive opening. The Council will review this case at their August 18<sup>th</sup> meeting.
3. Conditional Use for sand extraction operation at 8001 W 53<sup>rd</sup> Street North – This is a request for 53 acres of property zoned SF-5 Single-Family Residential, north and east of Emerald Springs Addition. The request was scheduled to be heard by the Planning Commission on August 7<sup>th</sup>. However, the applicant requested that the case be deferred to the September 4<sup>th</sup> meeting in order to meet with neighboring landowners.
4. Zone change request at the northwest corner of 53<sup>rd</sup> Street and 119<sup>th</sup> Street – a zone change request from SF-5 Single Family to LI Limited Industrial will be reviewed by the Planning Commission at their September 4, 2014 meeting.
5. 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  
August 18, 2014**

Year to date status (Through 07/31/14):

<b>General Fund –</b>			
	Budget	YTD	
Rev.	\$2,577,446	\$ 2,078,332	80.64%
Exp.	\$3,030,450	\$ 1,538,772	50.78%
<b>Streets –</b>			
Rev.	\$280,040	\$ 180,019	64.28%
Exp.	\$268,000	\$ 186,695	69.66%
<b>Wastewater Fund-</b>			
Rev.	\$681,000	\$ 495,400	72.75%
Exp.	\$681,000	\$ 409,314	60.10%
<b>Water Fund-</b>			
Rev.	\$749,600	\$ 482,050	64.31%
Exp.	\$749,600	\$ 434,046	57.90%

**Health & Dental Benefits**

Per Council's request, here are the 2014 numbers (through 07/31/2014) for employee health, dental, and life (including accidental death and short-term disability).

	<u>City Portion</u>	<u>Employee Portion</u>	<u>Total Paid</u>
Health:	\$ 96,228.32	\$ 24,059.50	\$120,287.82
Dental:	9,059.04	2,264.96	11,324.00
Life:	<u>3,995.59</u>	<u>0</u>	<u>3,995.59</u>
	<b>\$ 109,282.95</b>	<b>\$ 26,324.46</b>	<b>\$136,107.41</b>

**Administrative Employees:**

As of 07/31/2014, we had the following number of administrative employees:

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

**Dugan Park Funds**

Per Council's request, the following is a breakdown of the Dugan Park funds (as of 07/31/2014)

<b>Starting Balance:</b>	<b>\$304,736.57</b>
<b>Phase II Playground Equipment:</b>	<b>- 18,563.00</b>
<b>Master Park Plan:</b>	<b>- 10,000.00</b>
<b>Park Equipment:</b>	<b>- 8,000.00</b>
<b>Community Building Remodel:</b>	<b>- 36,580.00</b>
<b>Emergency Lighting Upgrade</b>	<b>- 1,057.47</b>
<b>Playground Signs (5-12 year old):</b>	<b>- 120.00</b>
<b>Volunteer Supplies:</b>	<b>- 19.12</b>
<b>Soap/Towel Dispensers:</b>	<b>- 454.56</b>
<b>Epoxy for Picnic Tables:</b>	<b>- 71.33</b>
<b>New Ceiling Registers:</b>	<b>- 123.33</b>
<b>Parts to Install Picnic Tables:</b>	<b>- 44.33</b>
<b>Concrete to Install Benches:</b>	<b>- 13.16</b>
<b>Ceiling Fans, Wall Plates:</b>	<b>- 171.44</b>
<b>Guttering for Comm. Building</b>	<b>- 955.50</b>
<b>New Chairs for Comm. Building</b>	<b>- 558.82</b>
<b>Appliances for Comm. Building</b>	<b>- 1,313.94</b>
<b>Electrical Receptacles at Park</b>	<b>- 1,679.21</b>
<b>Skate Park Equipment</b>	<b>- 7,214.04</b>
<b>Supplies to Install Equipment</b>	<b>- 871.80</b>
<b>Signs for Skate Park</b>	<b>- 340.00</b>
<b>Clean Up/Repair Bathrooms</b>	<b>- 127.49</b>
<b>Park Shelters</b>	<b>- 52,443.10</b>
<b>Skate Park Equipment</b>	<b>- 28,990.38</b>
<b><u>Removal of Light Poles</u></b>	<b><u>- 11,600.00</u></b>
<b>Remaining Balance:</b>	<b>\$123,424.55</b>

**CIP 2014 (As of 07/31/2014)**

<u>Detail</u>	<u>Reason</u>	<u>July Revenue</u>	<u>July Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/14					\$ 418,717.74
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax			250.00	47.02
Interest	From Bank Accounts	294.67		500.00	946.40
Transfers	From General Fund	14,583.33		175,000.00	102,083.31
Total Revenues		<u>14,878.00</u>		<u>175,750.00</u>	<u>103,076.73</u>
<b>Total Resources</b>					<b><u>521,794.47</u></b>
Street Improvements				-	-
Park Improvements	From Dugan Park Funds		11,600.00	164,000.00	40,590.38
Central Street				150,000.00	
Other Capital Costs				-	-
Total Expenditures			<u>-</u>	<u>11,600.00</u>	<u>40,590.38</u>
Cash Balance - 07/31/14					<b><u>\$ 481,204.09</u></b>

**Equipment Reserve 2014 (As of 07/31/2014)**

<u>Detail</u>	<u>Reason</u>	<u>July Revenue</u>	<u>July Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/14					\$ 96,949.54
Interest	From Bank Accounts	25.72		100.00	82.63
Transfers	From General Fund	12,500.00		150,000.00	87,500.00
Total Revenues		\$ 12,525.72		\$ 150,100.00	\$ 87,582.63
<b>Total Resources</b>					<b>\$ 184,532.17</b>
Trucks/Heavy Equipment			\$ -	\$ 75,000.00	\$ 28,000.99
Computers			16,355.00	45,000.00	24,017.58
Police Department Expenses			1,497.00	75,000.00	12,944.45
Total Expenditures			\$ 17,852.00	\$ 195,000.00	\$ 64,963.02
Cash Balance - 07/31/2014					<b>\$ 119,569.15</b>

**CAPITAL PROJECTS**

**Temporary Note Resolution  
Series A 2013**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 07/31/14	Total Expenditures	Resolution Authorization Less Expenditures
Hampton Lakes Commercial Park Storm Water	73	470-09	\$ 117,000.00	\$ 66,990.79	\$ -	\$ 66,990.79	\$ 50,009.21
Hampton Lakes Commercial Park Sanitary Sewer	73	471-09	\$ 64,000.00	\$ 61,791.69	\$ -	\$ 61,791.69	\$ 2,208.31
Hampton Lakes Commercial Park Drainage Pond	73	472-09	\$ 328,000.00	\$ 291,241.61	\$ -	\$ 291,241.61	\$ 36,758.39
Hampton Lakes 2nd Addition Phase 1 Storm Water	74	481-10	\$ 226,000.00	\$ 143,453.22	\$ -	\$ 143,453.22	\$ 82,546.78
Hampton Lakes 2nd Addition Phase 1 Sanitary Sewer	74	482-10	\$ 92,000.00	\$ 71,906.30	\$ -	\$ 71,906.30	\$ 20,093.70
Hampton Lakes 2nd Addition Phase 1 Water	74	483-10	\$ 56,000.00	\$ 54,761.95	\$ -	\$ 54,761.95	\$ 1,238.05
Hampton Lakes 2nd Addition Phase 1 Paving	74	484-10	\$ 168,000.00	\$ 148,043.38	\$ 39.78	\$ 148,083.16	\$ 19,916.84
Maize Road Improvements	47	Temp Note Resolution #494-11	\$ 1,001,240.00	\$ 1,001,240.00	\$ -	\$ 1,001,240.00	\$ -
Carriage Crossing 6 - High Plains Paving	61	480-10	\$ 212,000.00	\$ 8,331.76	\$ 119.74	\$ 8,451.50	\$ 203,548.50
Watercress Village 2nd Addition Phase 2 Water	05	509-12	\$ 57,000.00	\$ 48,360.32		\$ 48,360.32	\$ 8,639.68
Watercress Village 2nd Addition Phase 2 Paving	05	510-12	\$ 164,000.00	\$ 141,943.27		\$ 141,943.27	\$ 22,056.73

Watercress Village 2nd Addition Phase 2 Sewer	05	511-12	\$ 70,000.00	\$ 61,640.82		\$ 61,640.82	\$ 8,359.18
Watercress Village 2nd Addition Phase 2 Storm Water	05	512-12	\$ 249,000.00	\$ 161,281.73		\$ 161,281.73	\$ 87,718.27
Watercress Village 2nd Addition Phase 3 Water	05	513-12	\$ 57,000.00	\$ 40,722.47	\$ -	\$ 40,722.47	\$ 16,277.53
Watercress Village 2nd Addition Phase 3 Paving	05	514-12	\$ 103,000.00	\$ 93,803.50	\$ -	\$ 93,803.50	\$ 9,196.50
Watercress Village 2nd Addition Phase 3 Sewer	05	515-12	\$ 64,000.00	\$ 53,869.13	\$ -	\$ 53,869.13	\$ 10,130.87
Central Street Project	05	549-13	\$ 400,000.00	\$ 390,010.89		\$ 390,010.89	\$ 9,989.11
Woods @ Watercress Water	05	523-13	\$ 191,000.00	\$ 173,618.26	\$ 7,946.25	\$ 181,564.51	\$ 9,435.49
Woods @ Watercress Paving	05	524-13	\$ 444,000.00	\$ 214,666.32	\$ 180,017.55	\$ 394,683.87	\$ 49,316.13
Woods @ Watercress Sewer	05	525-13	\$ 222,000.00	\$ 208,082.65	\$ 5,845.00	\$ 213,927.65	\$ 8,072.35
Woods @ Watercress Storm Water	05	526-13	\$ 164,000.00	\$ 95,198.15	\$ 7,334.56	\$ 102,532.71	\$ 61,467.29
<b>Totals for Series A 2013</b>				\$ 3,530,958.21	\$ 201,302.88	\$ 3,732,261.09	\$ 716,978.91

**Temporary Note Resolution Series B 2011**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 07/31/14	Total Expenditures	Resolution Authorization Less Expenditures
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Watercress Village 2nd Addition Storm Water	70	495-11	\$ 138,000.00	\$ 131,750.00		\$ 131,750.00	\$ 6,250.00	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Water	70	496-11	\$ 111,000.00	\$ 86,050.52		\$ 86,050.52	\$ 24,949.48	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Paving	70	497-11	\$ 272,000.00	\$ 246,497.53		\$ 246,497.53	\$ 25,502.47	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Sanitary Sewer	70	500-11	\$ 69,000.00	\$ 62,750.00		\$ 62,750.00	\$ 6,250.00	Included in 2013 Series A GO Bonds
Maize Road Improvements	47	Temp Note Res #502-11	\$ 800,000.00	\$ 800,000.00		\$ 800,000.00	\$ -	
Maize Road Improvements	47	Temp Note Res #466-09	\$ 600,000.00	\$600,000.00	\$0.00	\$600,000.00	\$0.00	
<b>Totals for Series B 2011 Notes</b>			<b>\$ 1,990,000.00</b>	<b>\$ 1,927,048.05</b>	<b>\$ -</b>	<b>\$ 1,927,048.05</b>	<b>\$ 62,951.95</b>	

**Temporary Note Resolution Series A 2012**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 07/31/14	Total Expenditures	Expenditures Reimbursed by County	Resolution Authorization Less Expenditures
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Maize Road Improvements	47	Temp Note Res #506-12	\$ 1,658,413.00	\$1,888,458.29	\$30,107.02	\$1,918,565.31	\$315,439.50	\$55,287.19
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**Temp Notes  
Series 2013B**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 07/31/14	Total Expenditures	Resolution Authorization Less Expenditures
Watercress Village 3rd Water	05	532-13	\$ 98,000.00	\$ 69,275.18	\$ 764.11	\$ 70,039.29	\$ 27,960.71
Watercress Village 3rd Paving	05	546-13	\$ 339,000.00	\$ 121,863.17	\$ 175,013.82	\$ 296,876.99	\$ 42,123.01
Watercress Village 3rd Sewer	05	534-13	\$ 129,000.00	\$ 78,304.28	\$ 684.56	\$ 78,988.84	\$ 50,011.16
Hampton Lakes 2nd Phase 2 Water	05	543-13	\$ 40,000.00	\$ 38,814.97	\$ 109.13	\$ 38,924.10	\$ 1,075.90
Hampton Lakes 2nd Phase 2 Paving	05	536-13	\$ 89,000.00	\$ 83,205.26	\$ 5,794.74	\$ 89,000.00	\$ -
Hampton Lakes 2nd Phase 2 Sewer	05	537-13	\$ 35,000.00	\$ 33,063.33	\$ 239.35	\$ 33,302.68	\$ 1,697.32
North Maize Road Paving	05	540-13	\$ 345,000.00	\$ 325,449.11	\$ 285.57	\$ 325,734.68	\$ 19,265.32
Lakelane Paving	05	541-13	\$ 100,000.00	\$ 89,335.01	\$ -	\$ 89,335.01	\$ 10,664.99
<b>Totals</b>			<b>\$ 1,175,000.00</b>	<b>\$ 839,310.31</b>	<b>\$ 182,891.28</b>	<b>\$ 1,022,201.59</b>	<b>\$ 152,798.41</b>

**Projects w/o  
Temp Notes**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/13	Expenditures 1/1/14 thru 07/31/14	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2A Water	05	545-14	\$ 89,000.00	\$ -	\$ 531.59	\$ 531.59	\$ 88,468.41
Eagles Nest Phase 2A Paving	05	546-14	\$ 388,000.00	\$ -	\$ 531.59	\$ 531.59	\$ 387,468.41
Eagles Nest Phase 2 Sanitary Sewer	05	547-14	\$ 240,000.00	\$ -	\$ 531.59	\$ 531.59	\$ 239,468.41
<b>Totals</b>			<b>\$ 717,000.00</b>	<b>\$ -</b>	<b>\$ 1,594.77</b>	<b>\$ 1,594.77</b>	<b>\$ 715,405.23</b>

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

**\$8,185,774.86    \$415,895.95    \$8,600,076.04    \$1,248,168.77    \$55,287.19**

Utilities 4/20-27.25  
 Page 503.D

Utilities 4/20 \$1,487.01

-----ID-----	ITEM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0022		ALL SEASONS SPORTSWEAR				
I-39535	6/24/2014 AP	CSI CAMP SHIRTS DUE: 6/24/2014 DISC: 6/24/2014 CSI CAMP SHIRTS	209.30	1099: N 01 5-20-7969	911 CAMP EXPENS	209.30
		=== VENDOR TOTALS ===	209.30			
01-0034		ARC - SOUTH CENTRAL				
I-74-668940	6/25/2014 AP	MOBILE HOME POLICY DOCUMENTS DUE: 6/25/2014 DISC: 6/25/2014 MOBILE HOME POLICY DOCUMENTS	171.99	1099: N 01 5-10-7204	NEWSLETTER/PRIN	171.99
		=== VENDOR TOTALS ===	171.99			
01-0071		CITY PRINT, INC.				
I-37617	6/25/2014 AP	HIGHLIGHTS PRINTING DUE: 6/25/2014 DISC: 6/25/2014 HIGHLIGHTS PRINTING	750.00	1099: N 01 5-10-7204	NEWSLETTER/PRIN	750.00
		=== VENDOR TOTALS ===	750.00			
01-0486		DAVID L & STACIE R WORDEN				
I-201407021928	7/01/2014 AP	HOUSING GRANT DUE: 7/01/2014 DISC: 7/01/2014 HOUSING GRANT	1,551.53	1099: N 01 5-80-9015	HOUSING GRANT	1,551.53
		=== VENDOR TOTALS ===	1,551.53			
01-0093		DIGITAL OFFICE SYSTEMS				
I-265336	6/26/2014 AP	COPIERS/PRINTERS MAINTENANCE DUE: 6/26/2014 DISC: 6/26/2014 COPIERS/PRINTERS MAINTENANCE	87.50	1099: N 01 5-10-7601	EQUIPMENT RENTAL	87.50
		=== VENDOR TOTALS ===	87.50			
01-0098		FAHNESTECOK HEATING & AIR				
I-201407021926	4/09/2014 AP	ANNUAL MAINTENANCE-EMS DUE: 4/09/2014 DISC: 4/09/2014 ANNUAL MAINTENANCE-EMS	418.00	1099: N 01 5-40-7601	EQUIPMENT RENTA	418.00
I-201407021927	4/09/2014 AP	ANNUAL HVAC MAINT-CITY HALL DUE: 4/09/2014 DISC: 4/09/2014 ANNUAL HVAC MAINT-CITY HALL	2,186.00	1099: N 01 5-40-7601	EQUIPMENT RENTA	2,186.00
		=== VENDOR TOTALS ===	2,604.00			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0109		GREAT PLAINS COMMUNICATIONS				
I-43140	6/13/2014 AP	PHONE SYSTEM XFER TO AT&T DUE: 6/13/2014 DISC: 6/13/2014 PHONE SYSTEM XFER TO AT&T	200.00	1099: N 01 5-10-7502	PROFESSIONAL SE	200.00
		=== VENDOR TOTALS ===	200.00			
01-0110		GREATER WICHITA YMCA				
I-18491	6/21/2014 AP	YMCA MEMBERSHIPS 6/15-9/15 DUE: 6/21/2014 DISC: 6/21/2014 YMCA MEMBERSHIPS 6/15-9/15	650.00	1099: N 11 5-00-7806	MAIZE POLICE TR	650.00
		=== VENDOR TOTALS ===	650.00			
01-0118		HUBER MAINTENANCE SUPPLY				
I-030651	6/23/2014 AP	JANITORIAL SUPPLIES DUE: 6/23/2014 DISC: 6/23/2014 JANITORIAL SUPPLIES	189.78	1099: N 01 5-40-8601	CUSTODIAL SUPPL	189.78
		=== VENDOR TOTALS ===	189.78			
01-0120		ICE MASTERS				
I-4075941	6/25/2014 AP	ICE MACHINE RENTAL DUE: 6/25/2014 DISC: 6/25/2014 ICE MACHINE RENTAL	80.00	1099: N 01 5-40-8603	COMMODITIES	80.00
		=== VENDOR TOTALS ===	80.00			
01-0143		KANSAS DEPT OF REVENUE				
I-201407021921	7/01/2014 AP	WATER PROTECTION FEES DUE: 7/01/2014 DISC: 7/01/2014 WATER PROTECTION FEES	1,383.16	1099: N 21 5-00-9200	WATER TAX EXPEN	1,383.16
I-201407021931	7/01/2014 AP	JUNE SALES TAX DRAFT CK# 070314 7/03/2014 JUNE SALES TAX	290.08	1099: N 21 5-00-9200	WATER TAX EXPEN	290.08
		=== VENDOR TOTALS ===	1,673.24			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0151	KANSAS ONE-CALL SYSTEM, INC.					
I-4060360	6/30/2014 AP	JUNE LOCATES DUE: 6/30/2014 DISC: 6/30/2014 JUNE LOCATES JUNE LOCATES	237.60	1099: N 20 5-00-7502 21 5-00-7502	PROFESSIONAL SE PROFESSIONAL SE	118.80 118.80
=== VENDOR TOTALS ===			237.60			
01-0484	KANSAS STATE BANK					
I-3346454	6/30/2014 AP	WATER METERS DOWN PAYMENT DUE: 6/30/2014 DISC: 6/30/2014 WATER METERS DOWN PAYMENT	12,600.00	1099: N 22 5-00-8402	EQUIPMENT	12,600.00
=== VENDOR TOTALS ===			12,600.00			
01-0485	KILIAN ELECTRICAL SERVICE, INC					
I-L14164-1	6/17/2014 AP	REMOVAL OF LIGHT POLES IN PAR DUE: 6/17/2014 DISC: 6/17/2014 REMOVAL OF LIGHT POLES IN PARK	11,600.00	1099: N 04 5-00-9929	PARK IMPROVEMEN	11,600.00
=== VENDOR TOTALS ===			11,600.00			
01-0162	KIM EDGINGTON					
I-201407021934	7/02/2014 AP	CAFE PLAN REIMBURSEMENT DUE: 7/02/2014 DISC: 7/02/2014 CAFE PLAN REIMBURSEMENT	118.00	1099: N 38 5-00-9301	MEDICAL EXPENSE	118.00
=== VENDOR TOTALS ===			118.00			
01-0165	KWIK SHOP, INC.					
I-201407021919	6/15/2014 AP	UNLEADED FUEL DUE: 6/15/2014 DISC: 6/15/2014 UNLEADED FUEL	1,127.91	1099: N 01 5-20-8306	UNLEADED FUEL	1,127.91
=== VENDOR TOTALS ===			1,127.91			
01-0169	LANDS' END BUSINESS OUTFITTERS					
I-SIN1854943	6/17/2014 AP	POLO SHIRT-TREE/PARK BOARD DUE: 6/17/2014 DISC: 6/17/2014 POLO SHIRT-TREE/PARK BOARD	44.95	1099: N 01 5-90-7982	TREE BOARD EXPE	44.95
=== VENDOR TOTALS ===			44.95			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0171	LAURA RAINWATER					
I-201407021929	6/20/2014 AP	MILEAGE-061114 THRU 061814 DUE: 6/20/2014 DISC: 6/20/2014 MILEAGE-061114 THRU 061814 MILEAGE-061114 THRU 061814	39.20 *	1099: N 01 5-10-6305 01 5-90-7982	MILEAGE/TRAVEL TREE BOARD EXPE	33.60 5.60
		=== VENDOR TOTALS ===	39.20			
01-0174	LEAGUE OF KANSAS MUNICIPALITIES					
I-14-1750	6/19/2014 AP	GRANTS WEBINAR-RAINWATER DUE: 6/19/2014 DISC: 6/19/2014 GRANTS WEBINAR-RAINWATER	25.00'	1099: N 01 5-10-6302	CONFERENCES/WOR	25.00
		=== VENDOR TOTALS ===	25.00			
01-0183	MAUGHAN & MAUGHAN					
I-201407021920	7/01/2014 AP	CITY PROSECUTOR-JUNE2014 DUE: 7/01/2014 DISC: 7/01/2014 CITY PROSECUTOR-JUNE2014	1,200.00 *	1099: N 01 5-30-7502	PROFESSIONAL SE	1,200.00
		=== VENDOR TOTALS ===	1,200.00			
01-1	MISCELLANEOUS VENDOR					
I-201407021925	7/01/2014 AP	JASON BECKMAN:TREE REIMBURSE DUE: 7/01/2014 DISC: 7/01/2014 JASON BECKMAN:TREE REIMBURSE	100.00 *	1099: N 01 5-90-7982	TREE BOARD EXPE	100.00
I-201407021930	6/16/2014 AP	MUNSTERMAN MASONRY:ADDRESS DUE: 6/16/2014 DISC: 6/16/2014 MUNSTERMAN MASONRY:ADDRESS	434.00	1099: N 01 5-10-7502	PROFESSIONAL SE	434.00
		=== VENDOR TOTALS ===	534.00			
01-0205	PAVING MAINTENANCE SUPPLY, INC					
I-I0146798	6/17/2014 AP	CRACK-SEAL MATERIAL DUE: 6/17/2014 DISC: 6/17/2014 CRACK-SEAL MATERIAL	1,380.00 *	1099: N 02 5-00-8203	ASPHALT -HOT/CO	1,380.00
I-I0147156	6/19/2014 AP	COLD PATCH FOR POTHOLES DUE: 6/19/2014 DISC: 6/19/2014 COLD PATCH FOR POTHOLES	510.00 *	1099: N 02 5-00-8203	ASPHALT -HOT/CO	510.00
		=== VENDOR TOTALS ===	1,890.00			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
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01-0206	PEREGRINE CORPORATION					
I-910923	3/17/2014 AP	POST CARD FOR ADDRESS CHANGE DUE: 3/17/2014 DISC: 3/17/2014 POST CARD FOR ADDRESS CHANGE	94.91	1099: N 01 5-10-8004	PRE-PRINTED FOR	94.91
I-921188	5/29/2014 AP	BUSINESS CARDS -HERR DUE: 5/29/2014 DISC: 5/29/2014 BUSINESS CARDS -HERR	59.00	1099: N 01 5-20-8004	PRE-PRINTED FOR	59.00
=== VENDOR TOTALS ===			153.91			
=====						
01-0403	ROASTER JOE'S					
I-2064:1224041	6/23/2014 AP	COFFEE SERVICE-ADMIN DUE: 6/23/2014 DISC: 6/23/2014 COFFEE SERVICE-ADMIN	96.50	1099: N 01 5-10-8603	COMMODITIES	96.50
=== VENDOR TOTALS ===			96.50			
=====						
01-0224	ROBERT'S HUTCH-LINE					
I-299542	6/19/2014 AP	OFFICE SUPPLIES-ADMIN DUE: 6/19/2014 DISC: 6/19/2014 OFFICE SUPPLIES-ADMIN	29.18	1099: N 01 5-10-8005	OFFICE SUPPLIES	29.18
I-299714	6/20/2014 AP	OFFICE & 911 CAMP SUPPLIES DUE: 6/20/2014 DISC: 6/20/2014 OFFICE & 911 CAMP SUPPLIES OFFICE & 911 CAMP SUPPLIES	287.99	1099: N 01 5-10-8005 01 5-20-7969	OFFICE SUPPLIES 911 CAMP EXPENS	102.45 185.54
=== VENDOR TOTALS ===			317.17			
=====						
01-0229	SAFETY-KLEEN					
I-63926121	6/23/2014 AP	RE-SUPPLY SOLVENT TANK DUE: 6/23/2014 DISC: 6/23/2014 RE-SUPPLY SOLVENT TANK	170.83	1099: N 02 5-00-8503	SAFETY EQUIPMEN	170.83
=== VENDOR TOTALS ===			170.83			
=====						
01-0242	SHRED-IT WICHITA					
I-9403814546	6/23/2014 AP	SHREDDING SERVICES DUE: 6/23/2014 DISC: 6/23/2014 SHREDDING SERVICE - 04/30/12 SHREDDING SERVICE - 04/30/12	78.65	1099: N 01 5-10-7502 01 5-20-7502	PROFESSIONAL SE PROFESSIONAL SE	31.46 47.19

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0242	SHRED-IT WICHITA	( ** CONTINUED ** )				
I-9403814547	6/23/2014 AP	ON SITE RECORDS PURGE DUE: 6/23/2014 DISC: 6/23/2014 ON SITE RECORDS PURGE	553.00	1099: N 01 5-10-7502	PROFESSIONAL SE	553.00
	===	VENDOR TOTALS ===	631.65			
01-0483	STEVEN E & M'TIKA L HEIBEL					
I-201407021922	7/01/2014 AP	HOUSING GRANT DUE: 7/01/2014 DISC: 7/01/2014 HOUSING GRANT	1,453.53	1099: N 01 5-80-9015	HOUSING GRANT	1,453.53
	===	VENDOR TOTALS ===	1,453.53			
01-0247	STUKEY MOWER SALES					
I-201407021924	6/03/2014 AP	MOWER BLADES DUE: 6/03/2014 DISC: 6/03/2014 MOWER BLADES	333.95	1099: N 02 5-00-8106	LAWN CARE EQUIP	333.95
	===	VENDOR TOTALS ===	333.95			
01-0249	SUPERIOR RUBBER STAMP & SEAL					
I-40707	6/23/2014 AP	CHECK ENDORSEMENT STAMP DUE: 6/23/2014 DISC: 6/23/2014 CHECK ENDORSEMENT STAMP	15.50	1099: N 01 5-10-8005	OFFICE SUPPLIES	15.50
	===	VENDOR TOTALS ===	15.50			
01-0252	THE CLARION					
I-643	6/21/2014 AP	LEGAL PUBLICATIONS DUE: 6/21/2014 DISC: 6/21/2014 LEGAL PUBLICATIONS	125.00	1099: N 01 5-10-7205	LEGAL PUBLICATI	125.00
	===	VENDOR TOTALS ===	125.00			
01-0256	TkFAST					
I-18359	6/25/2014 AP	MONTHLY BACKUP SERVICES DUE: 6/25/2014 DISC: 6/25/2014 MONTHLY BACKUP SERVICES	450.00	1099: N 01 5-10-7504	COMPUTER TECH S	450.00
I-18373	6/25/2014 AP	COMPUTER TECH SUPPORT DUE: 6/25/2014 DISC: 6/25/2014 COMPUTER TECH SUPPORT COMPUTER TECH SUPPORT	520.00	1099: N 01 5-10-7504 01 5-20-7504	COMPUTER TECH S COMPUTER TECH S	500.00 20.00

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0256	TkFAST	( ** CONTINUED ** )				
I-18477	6/30/2014 AP	SERVER MAINT/ATT CONVERSION DUE: 6/30/2014 DISC: 6/30/2014 SERVER MAINT/ATT CONVERSION	731.50	1099: N 01 5-10-7504	COMPUTER TECH S	731.50
=== VENDOR TOTALS ===			1,701.50			
01-0264	TYLER TECHNOLOGIES					
I-025-99350	7/01/2014 AP	MONTHLY ONLINE HOSTING FEES DUE: 7/01/2014 DISC: 7/01/2014 MONTHLY ONLINE HOSTING FEES MONTHLY ONLINE HOSTING FEES MONTHLY ONLINE HOSTING FEES	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			
01-0266	UNI FIRST					
I-2400478419	6/24/2014 AP	UNIFORMS AND MATS DUE: 6/24/2014 DISC: 6/24/2014 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	300.17	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	75.05 75.05 75.05 75.02
=== VENDOR TOTALS ===			300.17			
01-0270	USA BLUE BOOK					
I-371564	6/13/2014 AP	CHEMICALS/SUPPLIES-WATER & WW DUE: 6/13/2014 DISC: 6/13/2014 CHEMICALS/SUPPLIES-WATER & WW CHEMICALS/SUPPLIES-WATER & WW	211.64	1099: N 20 5-00-8603 21 5-00-8310	COMMODITIES OTHER SUPPLIES	26.97 184.67
=== VENDOR TOTALS ===			211.64			
01-0291	WILLIAM MCKINLEY					
I-201407021923	7/01/2014 AP	MILEAGE REIMBURSEMENT DUE: 7/01/2014 DISC: 7/01/2014 MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT	127.68	1099: N 01 5-10-6305 05 5-00-6305 01 5-90-7982	MILEAGE/TRAVEL MILEAGE REIMBUR TREE BOARD EXPE	63.09 32.29 32.30
=== VENDOR TOTALS ===			127.68			
=== PACKET TOTALS ===			43,413.03			

*Donna Clasen*  
 7/3/2014

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0022		ALL SEASONS SPORTSWEAR				
I-39436	6/12/2014 AP	911 CAMP SHIRTS DUE: 6/12/2014 DISC: 6/12/2014 911 CAMP SHIRTS	111.20	1099: N 01 5-20-7969	911 CAMP EXPENS	111.20
		=== VENDOR TOTALS ===	111.20			
01-0024		AMAZON				
I-201407171961	7/10/2014 AP	COMPUTER MONITORS DUE: 7/10/2014 DISC: 7/10/2014 COMPUTER MONITORS	324.00	1099: N 01 5-10-8801	COMPUTERS	324.00
		=== VENDOR TOTALS ===	324.00			
01-0034		ARC - SOUTH CENTRAL				
I-74-671225	7/10/2014 AP	INK FOR PLOTTER DUE: 7/10/2014 DISC: 7/10/2014 INK FOR PLOTTER	318.00	1099: N 01 5-10-8005	OFFICE SUPPLIES	318.00
		=== VENDOR TOTALS ===	318.00			
01-0041		BANNON TRUCKING, LLC				
I-75037	6/30/2014 AP	ROAD GRAVEL DUE: 6/30/2014 DISC: 6/30/2014 ROAD GRAVEL	1,923.36	1099: N 02 5-00-8204	SAND/GRAVEL/STO	1,923.36
		=== VENDOR TOTALS ===	1,923.36			
01-0052		BRENNTAG SOUTHWEST, INC.				
I-BSW515871	7/01/2014 AP	CHEMICALS FOR WATER SYSTEM DUE: 7/01/2014 DISC: 7/01/2014 CHEMICALS FOR WATER SYSTEM	768.64	1099: N 21 5-00-7800	CHEMICALS	768.64
		=== VENDOR TOTALS ===	768.64			
01-0056		CASEY'S GENERAL STORES, INC.				
I-201407171956	6/30/2014 AP	UNLEADED FUEL DUE: 6/30/2014 DISC: 6/30/2014 UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL	2,661.18	1099: N 01 5-20-7969 01 5-20-8306 02 5-00-8306 20 5-00-8306 21 5-00-8306 98 5-00-8306	911 CAMP EXPENS UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL	8.53 1,213.07 426.97 426.97 426.97 158.67
		=== VENDOR TOTALS ===	2,661.18			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0057	CASH					
I-201407171954	7/15/2014 AP	PETTY CASH REIMBURSEMENT DUE: 7/15/2014 DISC: 7/15/2014	116.85	1099: N		
		PETTY CASH REIMBURSEMENT		01 5-20-7602	AUTO TAGS	65.00
		PETTY CASH REIMBURSEMENT		20 5-00-7203	POSTAGE	51.85
		=== VENDOR TOTALS ===	116.85			
=====						
01-0352	CENTRAL SAND COMPANY, INC.					
I-41694	6/21/2014 AP	SAND FOR STREETS DUE: 6/21/2014 DISC: 6/21/2014	57.38	1099: N		
		SAND FOR STREETS		02 5-00-8204	SAND/GRAVEL/STO	57.38
I-41831	6/30/2014 AP	ROAD GRAVEL DUE: 6/30/2014 DISC: 6/30/2014	554.04	1099: N		
		ROAD GRAVEL		02 5-00-8204	SAND/GRAVEL/STO	554.04
		=== VENDOR TOTALS ===	611.42			
=====						
01-0065	CHRISTOPHER FREUND					
I-201407171965	7/10/2014 AP	TRAINING REIMBURSEMENT DUE: 7/10/2014 DISC: 7/10/2014	50.00	1099: N		
		TRAINING REIMBURSEMENT		11 5-00-7806	MAIZE POLICE TR	50.00
		=== VENDOR TOTALS ===	50.00			
=====						
01-0070	CITY OF WICHITA					
I-AR442165	7/15/2014 AP	ANIMAL CONTROL-JUNE 2014 DUE: 7/15/2014 DISC: 7/15/2014	100.00	1099: N		
		ANIMAL CONTROL-JUNE 2014		01 5-20-7502	PROFESSIONAL SE	100.00
		=== VENDOR TOTALS ===	100.00			
=====						
01-0073	CNA SURETY					
I-201407171970	6/13/2014 AP	NOTARY BOND RENEWAL DUE: 6/13/2014 DISC: 6/13/2014	65.00	1099: N		
		NOTARY BOND RENEWAL		01 5-80-7403	GENERAL LIABILI	65.00
		=== VENDOR TOTALS ===	65.00			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0326	CORNEJO & SONS, LLC					
I-119388	6/17/2014 AP	ROAD GRAVEL DUE: 6/17/2014 DISC: 6/17/2014 ROAD GRAVEL	1,126.04	1099: N 02 5-00-8204	SAND/GRAVEL/STO	1,126.04
=== VENDOR TOTALS ===			1,126.04			
01-0492	EMC INSURANCE COMPANIES					
I-201407171967	5/14/2014 AP	DEDUCTIBLE-COUNTRY STORE DUE: 5/14/2014 DISC: 5/14/2014 DEDUCTIBLE-COUNTRY STORE	2,000.00	1099: N 47 5-00-7502	PROFESSIONAL SE	2,000.00
=== VENDOR TOTALS ===			2,000.00			
01-0415	HACH COMPANY					
I-8905636	7/01/2014 AP	WWTP PARTS DUE: 7/01/2014 DISC: 7/01/2014 WWTP PARTS	189.02	1099: N 20 5-00-8402	EQUIPMENT	189.02
=== VENDOR TOTALS ===			189.02			
01-0115	HD SUPPLY WATERWORKS					
I-C626017	7/03/2014 AP	MANHOLE COVERS DUE: 7/03/2014 DISC: 7/03/2014 MANHOLE COVERS	95.97	1099: N 20 5-00-8402	EQUIPMENT	95.97
=== VENDOR TOTALS ===			95.97			
01-0118	HUBER MAINTENANCE SUPPLY					
I-030763	7/08/2014 AP	JANITORIAL SUPPLIES DUE: 7/08/2014 DISC: 7/08/2014 JANITORIAL SUPPLIES	241.80	1099: N 01 5-40-8601	CUSTODIAL SUPPL	241.80
I-030844	7/08/2014 AP	JANITORIAL SUPPLIES DUE: 7/08/2014 DISC: 7/08/2014 JANITORIAL SUPPLIES	32.28	1099: N 01 5-40-8601	CUSTODIAL SUPPL	32.28
=== VENDOR TOTALS ===			274.08			

*RL Requesting  
 Dennis Keegan to Reimb.  
 As he is liable.*

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0161	KEENAN KELLEY					
I-1286	7/06/2014 AP	SLUDGE REMOVAL DUE: 7/06/2014 DISC: 7/06/2014 SLUDGE REMOVAL	4,657.50	1099: N 20 5-00-7500	CONTRACTORS	4,657.50
=== VENDOR TOTALS ===			4,657.50			
01-0176	LEGAL DIRECTORIES PUBLISHING C					
I-201407171959	7/03/2014 AP	ANNUAL SUBSCRIPTION DUE: 7/03/2014 DISC: 7/03/2014 ANNUAL SUBSCRIPTION	62.75	1099: N 01 5-30-6303	SUBSCRIPTIONS	62.75
=== VENDOR TOTALS ===			62.75			
01-0178	LOWE'S					
I-201407171966	7/02/2014 AP	FORM MATERIAL-CONCRETE DUE: 7/02/2014 DISC: 7/02/2014 FORM MATERIAL-CONCRETE	16.93	1099: N 02 5-00-8310	OTHER SUPPLIES	16.93
=== VENDOR TOTALS ===			16.93			
01-0238	MABCD					
I-201407171962	7/07/2014 AP	MONTHLY PERMITS - JUNE 2014 DUE: 7/07/2014 DISC: 7/07/2014 MONTHLY PERMITS - JUNE 2014	3,845.44	1099: N 01 5-80-7971	BUILDING INSPEC	3,845.44
=== VENDOR TOTALS ===			3,845.44			
01-1	MISCELLANEOUS VENDOR					
I-201407171955	7/16/2014 AP	RACHEL LILL:911 CAMP REFUND DUE: 7/16/2014 DISC: 7/16/2014 RACHEL LILL:911 CAMP REFUND	100.00	1099: N 01 5-20-7969	911 CAMP EXPENS	100.00
I-201407171963	7/07/2014 AP	BRANDI WINGER:911 CAMP REFUND DUE: 7/07/2014 DISC: 7/07/2014 BRANDI WINGER:911 CAMP REFUND	100.00	1099: N 01 5-20-7969	911 CAMP EXPENS	100.00
=== VENDOR TOTALS ===			200.00			

*Hauling more this summer, RAIN!*

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0353	NATIONAL SIGN COMPANY, INC.					
I-171876	7/08/2014 AP	STREET SIGN BRACKETS DUE: 7/08/2014 DISC: 7/08/2014 STREET SIGN BRACKETS	226.78	1099: N 02 5-00-8702	PERMANENT SIGNS	226.78
=== VENDOR TOTALS ===			226.78			
=====						
01-0200	O'REILLY AUTOMOTIVE, INC.					
C-4598-128421	7/03/2014 AP	PARTS RETURN DUE: 7/03/2014 DISC: 7/03/2014 PARTS RETURN	4.82CR	1099: N 02 5-00-8104	AUTOMOTIVE	4.82CR
I-4598-129816	7/15/2014 AP	PARTS - CAR #512 DUE: 7/15/2014 DISC: 7/15/2014 PARTS - CAR #512	7.49	1099: N 01 5-20-8104	AUTOMOTIVE	7.49
I-4598128303	7/02/2014 AP	PARTS FOR CRACK SEALER DUE: 7/02/2014 DISC: 7/02/2014 PARTS FOR CRACK SEALER	9.64	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	9.64
=== VENDOR TOTALS ===			12.31			
=====						
01-0205	PAVING MAINTENANCE SUPPLY, INC					
I-0148356	7/01/2014 AP	CRACK SEAL MATERIAL DUE: 7/01/2014 DISC: 7/01/2014 CRACK SEAL MATERIAL	1,784.25	1099: N 02 5-00-8203	ASPHALT -HOT/CO	1,784.25
I-0148364	7/01/2014 AP	EQUIPMENT RENTAL-CRACK SEAL DUE: 7/01/2014 DISC: 7/01/2014 EQUIPMENT RENTAL-CRACK SEAL	300.00	1099: N 02 5-00-8402	EQUIPMENT	300.00
I-0148494	7/02/2014 AP	CRACK SEAL MATERIAL DUE: 7/02/2014 DISC: 7/02/2014 CRACK SEAL MATERIAL	1,732.40	1099: N 02 5-00-8203	ASPHALT -HOT/CO	1,732.40
I-0148521	7/03/2014 AP	CRACK SEAL MATERIAL DUE: 7/03/2014 DISC: 7/03/2014 CRACK SEAL MATERIAL	1,781.20	1099: N 02 5-00-8203	ASPHALT -HOT/CO	1,781.20
I-0148778	7/07/2014 AP	CRACK SEAL MATERIAL DUE: 7/07/2014 DISC: 7/07/2014 CRACK SEAL MATERIAL	1,787.30	1099: N 02 5-00-8203	ASPHALT -HOT/CO	1,787.30
I-0148906	7/08/2014 AP	CRACK SEAL MATERIAL DUE: 7/08/2014 DISC: 7/08/2014 CRACK SEAL MATERIAL	1,799.50	1099: N 02 5-00-8203	ASPHALT -HOT/CO	1,799.50

*See low's 2014 Street Maint Recap for specific streets*

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0205		PAVING MAINTENANCE SUPPLY, INC ( ** CONTINUED ** )				
I-0149340	7/11/2014 AP	EQUIPMENT RENTAL-CRACK SEAL DUE: 7/11/2014 DISC: 7/11/2014 EQUIPMENT RENTAL-CRACK SEAL	185.00	1099: N 02 5-00-8402	EQUIPMENT	185.00
=== VENDOR TOTALS ===			9,369.65			
01-0213		PRIDE AG RESOURCES				
I-201407171957	6/25/2014 AP	SUPPLIES DUE: 6/25/2014 DISC: 6/25/2014	959.31	1099: N		
		SUPPLIES		01 5-20-8603	COMMODITIES	18.95
		SUPPLIES		01 5-40-8109	ELECTRICAL EQUI	13.98
		SUPPLIES		01 5-40-8601	CUSTODIAL SUPPL	58.83
		SUPPLIES		02 5-00-8603	COMMODITIES	0.99
		SUPPLIES		02 5-00-8106	LAWN CARE EQUIP	29.99
		SUPPLIES		02 5-00-8110	EQUIPMENT PARTS	16.48
		SUPPLIES		02 5-00-8203	ASPHALT -HOT/CO	9.99
		SUPPLIES		02 5-00-8302	BATTERIES (NON	239.90
		SUPPLIES		02 5-00-8310	OTHER SUPPLIES	106.47
		SUPPLIES		02 5-00-8402	EQUIPMENT	57.94
		SUPPLIES		02 5-00-8404	FACILITY REPAIR	5.99
		SUPPLIES		02 5-00-8508	HAND TOOLS	42.45
		SUPPLIES		02 5-00-8601	CUSTODIAL SUPPL	40.97
		SUPPLIES		20 5-00-8302	BATTERIES (NON	13.99
		SUPPLIES		20 5-00-8310	OTHER SUPPLIES	48.62
		SUPPLIES		20 5-00-8601	CUSTODIAL SUPPL	91.30
		SUPPLIES		20 5-00-8603	COMMODITIES	38.94
		SUPPLIES		21 5-00-8310	OTHER SUPPLIES	84.59
		SUPPLIES		21 5-00-8603	COMMODITIES	38.94
=== VENDOR TOTALS ===			959.31			
01-0224		ROBERT'S HUTCH-LINE				
I-301269	7/07/2014 AP	OFFICE SUPPLIES-ADMIN DUE: 7/07/2014 DISC: 7/07/2014 OFFICE SUPPLIES-ADMIN	163.39	1099: N 01 5-10-8005	OFFICE SUPPLIES	163.39
I-301269.1	7/08/2014 AP	OFFICE SUPPLIES-ADMIN DUE: 7/08/2014 DISC: 7/08/2014 OFFICE SUPPLIES-ADMIN	10.37	1099: N 01 5-10-8005	OFFICE SUPPLIES	10.37
I-301269.2	7/08/2014 AP	OFFICE SUPPLIES - ADMIN DUE: 7/08/2014 DISC: 7/08/2014 OFFICE SUPPLIES - ADMIN	18.64	1099: N 01 5-10-8005	OFFICE SUPPLIES	18.64

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0224	ROBERT'S HUTCH-LINE	( ** CONTINUED ** )				
I-301370	7/08/2014 AP	911 CAMP SUPPLIES DUE: 7/08/2014 DISC: 7/08/2014 911 CAMP SUPPLIES	19.00	1099: N 01 5-20-7969	911 CAMP EXPENS	19.00
I-301878	7/11/2014 AP	OFFICE SUPPLIES DUE: 7/11/2014 DISC: 7/11/2014 OFFICE SUPPLIES	50.37	1099: N 01 5-10-8005	OFFICE SUPPLIES	50.37
I-302187	7/15/2014 AP	OFFICE SUPPLIES - ADMIN DUE: 7/15/2014 DISC: 7/15/2014 OFFICE SUPPLIES - ADMIN	4.75	1099: N 01 5-10-8005	OFFICE SUPPLIES	4.75
=== VENDOR TOTALS ===			266.52			
01-0226	ROYAL PUBLISHING					
I-7702065	7/02/2014 AP	AD FOR MHS VOLLEYBALL DUE: 7/02/2014 DISC: 7/02/2014 AD FOR MHS VOLLEYBALL	295.00	1099: N 01 5-80-7970	COMMUNITY SERVI	295.00
=== VENDOR TOTALS ===			295.00			
01-0233	SDK LABORATORIES					
I-201407171964	7/02/2014 AP	LAB ANALYSIS-SEWER PLANT DUE: 7/02/2014 DISC: 7/02/2014 LAB ANALYSIS-SEWER PLANT	1,103.00	1099: N 20 5-00-7008	WASTEWATER LABO	1,103.00
=== VENDOR TOTALS ===			1,103.00			
01-0239	SEDGWICK COUNTY DIVISION OF FI					
I-1800038917	7/07/2014 AP	JAIL HOUSING FEES-JUNE 2014 DUE: 7/07/2014 DISC: 7/07/2014 JAIL HOUSING FEES-JUNE 2014	283.14	1099: N 01 5-30-9909	COUNTY JAIL HOU	283.14
=== VENDOR TOTALS ===			283.14			
01-0243	SIMS INSURANCE SERVICES, INC.					
I-7435	5/01/2014 AP	PROPERTY/LIABILITY INSURANCE DUE: 5/01/2014 DISC: 5/01/2014	60,520.00	1099: N		
		PROPERTY/LIABILITY INSURANCE		01 5-40-7701	BUILDING/GROUND	11,312.00
		PROPERTY/LIABILITY INSURANCE		01 5-90-7982	TREE BOARD EXPE	1,057.00
		PROPERTY/LIABILITY INSURANCE		02 5-00-7401	BUILDING & CONT	1,158.00
		PROPERTY/LIABILITY INSURANCE		20 5-00-7401	BUILDING/CONTEN	5,726.00
		PROPERTY/LIABILITY INSURANCE		21 5-00-7401	BUILDING & CONT	3,306.00
		PROPERTY/LIABILITY INSURANCE		01 5-10-7403	GENERAL LIABILI	2,787.33
		PROPERTY/LIABILITY INSURANCE		01 5-20-7403	GENERAL LIABILI	2,787.33
		PROPERTY/LIABILITY INSURANCE		01 5-30-7403	GENERAL LIABILI	2,787.33

*Two tests vs one test  
 REASON FOR INCREASE*

*Rec PAYS  
 44.9904*

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0243		SIMS INSURANCE SERVICES, INC. ( ** CONTINUED ** )				
		PROPERTY/LIABILITY INSURANCE		02 5-00-7403	GENERAL LIABILI	2,787.33
		PROPERTY/LIABILITY INSURANCE		20 5-00-7403	GENERAL LIABILI	2,787.33
		PROPERTY/LIABILITY INSURANCE		21 5-00-7403	GENERAL LIABILI	2,787.35
		PROPERTY/LIABILITY INSURANCE		01 5-20-7420	OTHER LIABILITY	4,658.00
		PROPERTY/LIABILITY INSURANCE		01 5-10-7420	OTHER LIABILITY	1,169.00
		PROPERTY/LIABILITY INSURANCE		01 5-20-7402	VEHICLE PROPERT	6,051.00
		PROPERTY/LIABILITY INSURANCE		02 5-00-7402	VEHICLE PROPERT	3,188.00
		PROPERTY/LIABILITY INSURANCE		20 5-00-7402	VEHICLE PROPERT	3,379.00
		PROPERTY/LIABILITY INSURANCE		21 5-00-7402	VEHICLE PROPERT	2,792.00
		=== VENDOR TOTALS ===	60,520.00	<i>- increase 5.43% 2013</i>		
01-0252		THE CLARION				
I-201407171960	7/05/2014	ANNUAL SUBSCRIPTION	27.46			
	AP	DUE: 7/05/2014 DISC: 7/05/2014		1099: N		
		ANNUAL SUBSCRIPTION		01 5-10-6303	SUBSCRIPTIONS	27.46
I-703	7/11/2014	LEGAL PUBLICATIONS	100.00			
	AP	DUE: 7/11/2014 DISC: 7/11/2014		1099: N		
		LEGAL PUBLICATIONS		01 5-10-7205	LEGAL PUBLICATI	100.00
		=== VENDOR TOTALS ===	127.46			
01-0419		TIRE DEALERS WAREHOUSE				
I-674983	6/23/2014	MONTANA TRACTOR SERVICE	102.00			
	AP	DUE: 6/23/2014 DISC: 6/23/2014		1099: N		
		MONTANA TRACTOR SERVICE		02 5-00-8106	LAWN CARE EQUIP	102.00
		=== VENDOR TOTALS ===	102.00			
01-0255		TKE CORP.				
I-3001153618	7/01/2014	ELEVATOR MAINTENANCE-3RD QTR	197.46			
	AP	DUE: 7/01/2014 DISC: 7/01/2014		1099: N		
		ELEVATOR MAINTENANCE-3RD QTR		01 5-40-7502	PROFESSIONAL SE	197.46
		=== VENDOR TOTALS ===	197.46			
01-0256		TkFAST				
I-18495	7/08/2014	NEW SERVER	16,355.00			
	AP	DUE: 7/08/2014 DISC: 7/08/2014		1099: N		
		NEW SERVER		10 5-00-8801	COMPUTERS	16,355.00
I-18510	7/10/2014	COMPUTER TECH SUPPORT	832.30			
	AP	DUE: 7/10/2014 DISC: 7/10/2014		1099: N		
		COMPUTER TECH SUPPORT		01 5-20-7504	COMPUTER TECH S	580.00
		COMPUTER TECH SUPPORT		01 5-10-7504	COMPUTER TECH S	240.00
		COMPUTER TECH SUPPORT		01 5-10-8801	COMPUTERS	12.30

*Equip Reserve*

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0256	TkFAST	( ** CONTINUED ** )				
=== VENDOR TOTALS ===			17,187.30			
01-0491	TRACY ELECTRIC, INC.					
I-15335	7/03/2014 AP	ELECTRIC REPAIR-WWTP DUE: 7/03/2014 DISC: 7/03/2014 ELECTRIC REPAIR-WWTP	1,020.00	1099: N 20 5-00-8109	ELECTRICAL EQUI	1,020.00
=== VENDOR TOTALS ===			1,020.00			
01-0320	TRANSUNION RISK AND ALTERNATIV					
I-201407171968	7/01/2014 AP	POLICE RECORDS SEARCHES DUE: 7/01/2014 DISC: 7/01/2014 POLICE RECORDS SEARCHES	29.00	1099: N 01 5-20-7502	PROFESSIONAL SE	29.00
=== VENDOR TOTALS ===			29.00			
01-0261	TRU GREEN					
I-19386418	5/19/2014 AP	LAWN SERVICE-CITY HALL/CEMETE DUE: 5/19/2014 DISC: 5/19/2014 LAWN SERVICE-CITY HALL/CEMETER LAWN SERVICE-CITY HALL/CEMETER	957.90	1099: N 98 5-00-7701 01 5-40-7701	BUILDING/GROUND BUILDING/GROUND	750.00 207.90
I-21246695	6/25/2014 AP	LAWN SERVICE - CITY HALL DUE: 6/25/2014 DISC: 6/25/2014 LAWN SERVICE - CITY HALL	207.90	1099: N 01 5-40-7701	BUILDING/GROUND	207.90
=== VENDOR TOTALS ===			1,165.80			
01-0264	TYLER TECHNOLOGIES					
I-02596686	7/01/2014 AP	ANNUAL MAINT-CASH DRAWER/PRIN DUE: 7/01/2014 DISC: 7/01/2014 ANNUAL MAINT-CASH DRAWER/PRINT	534.60	1099: N 01 5-10-7601	EQUIPMENT RENTAL	534.60
=== VENDOR TOTALS ===			534.60			
01-0266	UNI FIRST					
I-2400479909	7/01/2014 AP	UNIFORMS AND MATS DUE: 7/01/2014 DISC: 7/01/2014 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	298.52	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	74.63 74.63 74.63 74.63

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0266	UNI FIRST	( ** CONTINUED ** )				
I-2400481375	7/08/2014 AP	UNIFORMS AND MATS DUE: 7/08/2014 DISC: 7/08/2014	560.57	1099: N		
		UNIFORMS AND MATS		01 5-40-7804	UNIFORMS/MATS C	140.15
		UNIFORMS AND MATS		02 5-00-7804	UNIFORMS/MATS C	140.15
		UNIFORMS AND MATS		20 5-00-7804	UNIFORMS/MATS C	140.15
		UNIFORMS AND MATS		21 5-00-7804	UNIFORMS/MATS C	140.12
I-2400482894	7/15/2014 AP	UNIFORMS AND MATS DUE: 7/15/2014 DISC: 7/15/2014	298.52	1099: N		
		UNIFORMS AND MATS		01 5-40-7804	UNIFORMS/MATS C	74.63
		UNIFORMS AND MATS		02 5-00-7804	UNIFORMS/MATS C	74.63
		UNIFORMS AND MATS		20 5-00-7804	UNIFORMS/MATS C	74.63
		UNIFORMS AND MATS		21 5-00-7804	UNIFORMS/MATS C	74.63
		=== VENDOR TOTALS ===	1,157.61			
01-0285	UPN					
I-201407171958	7/15/2014 AP	WICHITA BUSINESS JOURNAL RENE DUE: 7/15/2014 DISC: 7/15/2014	179.95	1099: N		
		WICHITA BUSINESS JOURNAL RENEW		01 5-10-6303	SUBSCRIPTIONS	179.95
		=== VENDOR TOTALS ===	179.95			
01-0275	VIA CHRISTI OEM MAIZE ROAD					
I-482559	7/02/2014 AP	PRE-EMPLOYMENT - PRITCHETT DUE: 7/02/2014 DISC: 7/02/2014	80.00	1099: N		
		PRE-EMPLOYMENT - PRITCHETT		01 5-20-7010	PRE-EMPLOYMENT	80.00
		=== VENDOR TOTALS ===	80.00			
01-0279	WASTE CONNECTIONS OF WICHITA					
I-9587955	7/01/2014 AP	TRASH/RECYCLING SERVICES DUE: 7/01/2014 DISC: 7/01/2014	326.54	1099: N		
		CITY HALL		01 5-40-7104	TRASH SERVICE	96.92
		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	88.62
I-9592494	7/01/2014 AP	PORTABLE RESTROOMS-CITY PARK DUE: 7/01/2014 DISC: 7/01/2014	88.80	1099: N		
		PORTABLE RESTROOMS-CITY PARK		01 5-90-7982	TREE BOARD EXPE	88.80
		=== VENDOR TOTALS ===	415.34			

*New Police Officer*

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0288		WICHITA TRACTOR CO.				
I-WI25424	7/15/2014 AP	BACKHOE PARTS DUE: 7/15/2014 DISC: 7/15/2014 BACKHOE PARTS	130.12	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	130.12
		=== VENDOR TOTALS ===	130.12			
01-0291		WILLIAM MCKINLEY				
I-201407171969	7/03/2014 AP	MILEAGE REIMBURSEMENT DUE: 7/03/2014 DISC: 7/03/2014 MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT	42.00	1099: N 01 5-10-6305 02 5-00-6305 05 5-00-6305	MILEAGE/TRAVEL MILEAGE/TRAVEL MILEAGE REIMBUR	14.00 14.00 14.00
		=== VENDOR TOTALS ===	42.00			
01-0292		WOODARD MERCANTILE				
I-101406090018	7/15/2014 AP	911 CAMP SUPPLIES DUE: 7/15/2014 DISC: 7/15/2014 911 CAMP SUPPLIES	88.50	1099: N 01 5-20-7969	911 CAMP EXPENS	88.50
		=== VENDOR TOTALS ===	88.50			
		=== PACKET TOTALS ===	115,010.23			

*Donna Clasen*  
*7/18/2014*

7/24/2014 10:33 AM  
 PACKET: 00388 314 AP  
 VENDOR SET: 01 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
01-0145		KANSAS EMPLOYMENT SECURITY FUN				
I-201407241982	7/23/2014 AP	2ND QUARTER 2014 UNEMPLOYMENT DRAFT CK# 072314 7/23/2014 2ND QUARTER 2014 UNEMPLOYMENT	312.00	1099: N 01 5-80-5212	UNEMPLOYMENT IN	312.00
		=== VENDOR TOTALS ===	312.00			
01-0155		KANSAS STATE TREASURER				
I-201407241981	7/01/2014 AP	SERIES 2006 WATER REVENUE BON DRAFT CK# 073114 7/31/2014 SERIES 2006 WATER REVENUE BOND SERIES 2006 WATER REVENUE BOND	277,728.75	1099: N 16 5-00-9903 16 5-00-9904	BOND PRINCIPAL BOND INTEREST	160,000.00 117,728.75
		=== VENDOR TOTALS ===	277,728.75			
		=== PACKET TOTALS ===	278,040.75			

*Wonna Clasen*  
*8/5/2014*



# CITY OPERATIONS REPORT

**DATE:** August 13, 2014  
**TO:** Maize City Council  
**FROM:** Richard LaMunyon-Becky Bouska-Sue Villarreal-Laura Rainwater  
**RE:** August Report

## 1) Council Workshop

The scheduling of another Council workshop has been discussed. Some possible dates include September 29<sup>th</sup> or October 6<sup>th</sup>. Some possible items, not in any order, for Council discussion include:

- The future of Residential and Commercial tax incentives
- Marketing Maize
- Mobile Home Policy
- Organizational changes to reflect the 2015 budget
- Employee Pay Plan adjustment included in the 2015 budget
- New City yard Facility

## 2) Economic Development

- Optometric's
  - a. Building remodeling is complete
  - b. First day of business in Maize on August 18<sup>th</sup> with about 50 employees
  - c. Mayor's Presentation of plaque and lunch on August 20<sup>th</sup> @ 11:30am
- 57 new single-family housing starts have been issued along with 2 triplexes
- Moxi Junction opened on July 28
  - a. Needs additional parking
  - b. Will be working with the Planning Commission on the lot to the west.
- Reiloy/Westland Corporation (53rd & 119th)
  - a. Staff continues to work with all parties regarding IRB's, zone changes, scheduling and other items.

### 3) Operations

- New Revo Street Sweeper
  - a. Staff has received the lease purchase agreement for the new Revo Street Sweeper
  - b. After trade-in the cost will be about \$165,000
  - c. Staff is recommending the 5-year lease plan with no penalty for early payoff.
  - d. The lease is currently being reviewed by legal

- New City Yard Facility

As indicate in a previous e-mail update, LawKingdon Engineering has been engaged to provide the following preliminary services:

1. Preparation of a schematic site plan
2. Preparation of a schematic building plan
3. Preparation of schematic building elevations

Once completed the results will be used to determine:

1. Location & Cost
2. Options for funding
3. Requirements for bids

When the information is complete, it is anticipated this will be a Council workshop discussion item.

### 4) Technology

The Security system replacement is complete.

### 5) City Meetings

- August 12<sup>th</sup> - Park & Tree Board @ 5:30pm
- August 18<sup>th</sup> - Council @ 7pm
- September 4<sup>th</sup> - Planning @ 7pm
- September 9<sup>th</sup> - Park & Tree Board @ 5:30pm
- September 15<sup>th</sup> - Council @ 7pm
- October 2<sup>nd</sup> - Planning @ 7pm
- October 6<sup>th</sup> - Council workshop? @ 6:00pm
- October 14<sup>th</sup> - Park & Tree Board @ 5:30pm
- October 20<sup>th</sup> - Council @ 7pm