

**MEETING NOTICE  
MAIZE CITY COUNCIL  
REGULAR MEETING**

**TIME: 7:00 P.M.**  
**DATE: MONDAY, MARCH 18, 2013**  
**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
- 6) Consent Agenda
  - a. Approval of Minutes – Regular Council Meeting of February 2, 2013
  - b. Receive and file minutes from the Park and Tree Board meeting of February 12, 2013.
  - c. Cash Disbursements from February 1, 2013 thru February 28, 2013 in the amount of \$641,379.57 (Check # 55824 thru #56006).
  - d. Compliance Officer Job Description

**\*\* Recess the Regular Meeting of the Maize City Council**

**\*\* Convene meeting of the Maize Public Building Commission**

**MAIZE PUBLIC BUILDING COMMISSION ANNUAL MEETING**

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Minutes from March, 19, 2012, August 20, 2012 and October 15, 2012
- 4) 2012 Annual Financial Report

**\*\* Adjourn the meeting of the Maize Public Building Commission**

**\*\* Mayor reconvenes the Regular Meeting of the Maize City Council**

- 7) Old Business
  - A. 2012 City of Maize Audit
  - B. Series 2013A Temporary Notes
  - C. Series 2013A General Obligation Bonds
  - D. Omnibus Continuing Disclosure Resolution
  - E. Engineering Contract (Woods @ Watercress)

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, MARCH 18, 2013**

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- 8) New Business
  - A. Addendum to Sedgwick County Code Enforcement Agreement
  - B. Wichita-Sedgwick County Uniform Building & Trade Code Ordinance
  - C. Massage Business Ordinance
  
- 9) Reports
  - Police
  - Public Works
  - City Engineer
  - Planning & Zoning
  - City Clerk
  - Legal
  - Operations
  - Mayor's Report
  - Council Member's Reports
  
- 10) Executive Session
  
- 11) Adjournment

**MINUTES-REGULAR MEETING  
MAIZE CITY COUNCIL  
Monday, February 18, 2013**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **February 18, 2013** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Alex McCreath, Pat Stivers, Karen Fitzmier** and **Kevin Reid**. **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, **Tom Powell**, City Attorney, **Larry Kleeman**, Financial Advisor, **Kim Bell**, Bond Counsel.

**APPROVAL OF AGENDA:**

The Agenda was submitted with the following change: remove Item (e), Compliance Officer Job Description, from the Consent Agenda.

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

**CONSENT AGENDA:**

The Consent Agenda was submitted for approval including the Disbursement Report of checks #55674 through #55823 in the amount of \$337,028.85; the Council Minutes of January 21, 2013 for approval, the Planning Commission minutes of December 6, 2012 and the Park and Tree Board minutes of January 8, 2013 for receipt and file.

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

**2013 PROJECT FUNDING:**

The 2013 Project Funding Plan, consisting of Watercress Village Phases 2 and 3 and the Woods at Watercress Addition, was submitted for Council approval. The projects total \$1,545,000.

**MOTION:** **Reid** moved to approve the 2013 Project Funding Plan as presented.  
**Fitzmier** seconded. Motion declared carried.

**SERIES 2013A TEMPORARY NOTE:**

A resolution authorizing the City to take bids for the Series 2013A Temporary Notes was submitted for Council approval.

**MOTION:** **Reid** moved to approve the sale resolution for the 2013A Temp Notes.  
**McCreath** seconded. Motion declared carried.

*City Clerk assigned Resolution #527-13.*

**ADJOURNMENT:**

With no further business before the Council,

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

**Respectfully submitted by:** \_\_\_\_\_  
Jocelyn Reid, City Clerk

**MAIZE PARK AND TREE BOARD  
MINUTES – REGULAR MEETING  
TUESDAY, February 12, 2013**

The Maize Park and Tree Board met in a regular meeting at 7:05 p.m., Tuesday, February 12, 2013 with **Dennis Wyatt** presiding. Board members present were **Michael Burks, Betty Pew, and Tammy Learned**. Members absent were **Joe Lenz** and **Rebecca Keiterbell**.

Also present were **Laura Fearey**, Recording Secretary and **Richard LaMuuyon**, City Administrator.

**Approval of Agenda:**

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

**Approval of the January 8, 2012 Minutes:**

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

**Chilton Field:**

**Dennis Wardell**, 4740 N. Emerald Ct., attended the meeting and spoke in regards to the work that he has done to improve Chilton Field. The Board requested that Mr. Wardell get with **Fearey** to generate a document with rules and regulations in order to preserve the field in its current condition.

**Budget Update & Review:**

The Board asked about funding for the benches to be installed on the east side of the main entrance at City Hall. **Fearey** will adjust the budget as necessary, moving funding from miscellaneous tree planting funds.

**Water Park Plan:**

**Wyatt** has contacted four (4) companies regarding the future water park to be located at City Park. **Wyatt** will contact White Hutchinson Leisure and Learning Group, a company out of Kansas City, regarding the possibility of meeting with the Board.

**Master Park Plan:**

**Wyatt** asked about any mention of the memorial trees in the plan and the possibility of keeping a list of recent tree plantings. **Fearey** will update the plan with memorial and tree planting information.

**Arbor Day Celebration:**

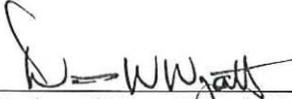
**MOTION:** **Burks** motioned to plant a Ginko tree and hold a memorial celebration with refreshments at City Park in honor of Nancy Inkelaar on April 26, 2013, at 5:30pm with costs not to exceed \$600.  
**Wyatt** seconded. Motion declared carried.

**Adjournment:**

With no further business before the board:

**MOTION:** **Burks** motioned to adjourn.  
**Pew** seconded. Motion declared carried.  
Meeting adjourned at 7:34 pm.

Approved by the Park and Tree Board on March 12, 2013.

  
\_\_\_\_\_  
Park and Tree Board Member

  
\_\_\_\_\_  
Recording Secretary



PACKET: 00089 UTILITIES 022813  
 VENDOR SET: 01 CITY OF MAIZE AP  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0046	BLACK HILLS ENERGY					
I-201302280465	2/21/2013 AP	4550 N MAIZE ROAD LIFT STATIO DUE: 2/21/2013 DISC: 2/21/2013 4550 N MAIZE ROAD LIFT STATION	36.42	1099: N 20 5-00-7101	GAS UTILITY	36.42
I-201302280466	2/21/2013 AP	SEWER PLANT DUE: 2/21/2013 DISC: 2/21/2013 SEWER PLANT	524.48	1099: N 20 5-00-7101	GAS UTILITY	524.48
I-201302280467	2/21/2013 AP	700 PLANTATION LIFT STATION DUE: 2/21/2013 DISC: 2/21/2013 700 PLANTATION LIFT STATION	25.47	1099: N 20 5-00-7101	GAS UTILITY	25.47
I-201302280468	2/21/2013 AP	CITY HALL DUE: 2/21/2013 DISC: 2/21/2013 CITY HALL	954.37	1099: N 01 5-80-7974	UTILITIES	954.37
I-201302280469	2/21/2013 AP	MAINTENANCE SHOP DUE: 2/21/2013 DISC: 2/21/2013 MAINTENANCE SHOP	381.20	1099: N 02 5-00-7101	GAS UTILITY	381.20
I-201302280470	2/21/2013 AP	COMMUNITY BUILDING DUE: 2/21/2013 DISC: 2/21/2013 COMMUNITY BUILDING	173.70	1099: N 01 5-80-7974	UTILITIES	173.70
I-201302280471	2/21/2013 AP	442 LONGBRANCH LIFT STATION DUE: 2/21/2013 DISC: 2/21/2013 442 LONGBRANCH LIFT STATION	26.18	1099: N 20 5-00-7101	GAS UTILITY	26.18
		=== VENDOR TOTALS ===	2,121.82			
=====						
01-0076	COX COMMUNICATIONS					
I-201302280464	2/16/2013 AP	PHONE - 841 SURREY LANE DUE: 2/16/2013 DISC: 2/16/2013 PHONE - 841 SURREY LANE	24.85	1099: N 20 5-00-7106	TELEPHONE/FAX	24.85
I-201302280472	2/23/2013 AP	PHONE - 670 PLANTATION LS DUE: 2/23/2013 DISC: 2/23/2013 PHONE - 670 PLANTATION LS	27.58	1099: N 20 5-00-7106	TELEPHONE/FAX	27.58
		=== VENDOR TOTALS ===	52.43			
		=== PACKET TOTALS ===	2,174.25			

\*\* T O T A L S \*\*

INVOICE TOTALS 2,174.25  
 DEBIT MEMO TOTALS 0.00  
 CREDIT MEMO TOTALS 0.00

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BATCH TOTALS 2,174.25

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\*\* G/L ACCOUNT TOTALS \*\*

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	2013	01 -2-2030	AP (DUE TO POOL)	1,128.07-*				
		01 -5-80-7974	UTILITIES	1,128.07	25,000	17,771.27		
		02 -2-2030	AP (DUE TO POOL)	381.20-*				
		02 -5-00-7101	GAS UTILITY	381.20	3,500	2,362.44		
		20 -2-2030	AP (DUE TO POOL)	664.98-*				
		20 -5-00-7101	GAS UTILITY	612.55	5,000	3,268.82		
		20 -5-00-7106	TELEPHONE/FAX	52.43	2,700	2,357.36		
		99 -1-1101	DUE FROM GENERAL	1,128.07 *				
		99 -1-1102	DUE FROM STREETS	381.20 *				
		99 -1-1120	DUE FROM WASTEWATER TREA	664.98 *				
			** 2013 YEAR TOTALS	2,174.25				

0000 ERRORS 0000 WARNINGS

\*\* END OF REPORT \*\*

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 00084 021813 AP  
VENDOR SET: 01 CITY OF MAIZE AP  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0029	ANDREW, INC.					
I-410886	1/18/2013	PAINT FOR CITY HALL	14.22			
	AP	DUE: 1/18/2013 DISC: 1/18/2013		1099: N		
		PAINT FOR CITY HALL		01 5-40-8404	FACILITY REPAIR	14.22
		=== VENDOR TOTALS ===	14.22			
=====						
01-0030	ANK, LLC					
I-201302180455	2/15/2013	LEASE PURCHASE AGREEMENT	9.26			
	AP	DUE: 2/15/2013 DISC: 2/15/2013		1099: N		
		LEASE PURCHASE AGREEMENT		20 5-00-8975	UTILITY EASEMEN	9.26
I-201302180456	2/15/2013	UTILITY LEASE PURCHASE	1,839.81			
	AP	DUE: 2/15/2013 DISC: 2/15/2013		1099: N		
		UTILITY LEASE PURCHASE		20 5-00-8975	UTILITY EASEMEN	1,839.81
		=== VENDOR TOTALS ===	1,849.07			
=====						
01-0047	BOB KELLET INSURANCE					
I-732	2/05/2013	TREASURERS BOND	125.00			
	AP	DUE: 2/05/2013 DISC: 2/05/2013		1099: N		
		TREASURERS BOND		01 5-80-7403	GENERAL LIABILI	125.00
		=== VENDOR TOTALS ===	125.00			
=====						
01-0053	BUSBY FORD & REIMER, LLC					
I-201302140430	2/12/2013	2012 AUDIT	7,500.00			
	AP	DUE: 2/12/2013 DISC: 2/12/2013		1099: N		
		2012 AUDIT		01 5-70-7960	AUDIT/REVIEW	7,500.00
		=== VENDOR TOTALS ===	7,500.00			
=====						
01-0056	CASEY'S GENERAL STORES, INC.					
I-201302140434	1/31/2013	UNLEADED FUEL - PD & PW	2,335.92			
	AP	DUE: 1/31/2013 DISC: 1/31/2013		1099: N		
		UNLEADED FUEL - PD & PW		01 5-20-8306	UNLEADED FUEL	1,491.56
		UNLEADED FUEL - PD & PW		02 5-00-8306	UNLEADED FUEL	281.45
		UNLEADED FUEL - PD & PW		20 5-00-8306	UNLEADED FUEL	281.45
		UNLEADED FUEL - PD & PW		21 5-00-8306	UNLEADED FUEL	281.46
		=== VENDOR TOTALS ===	2,335.92			

PACKET: 00084 021813 AP  
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-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0059	CCMFOA OF KANSAS					
I-201302140452	2/01/2013	ANNUAL MEMBERSHIP DUES-REID	25.00			
	AP	DUE: 2/01/2013 DISC: 2/01/2013		1099: N		
		ANNUAL MEMBERSHIP DUES-REID		01 5-10-6302	CONFERENCES/WOR	25.00
	=== VENDOR TOTALS ===		25.00			
=====						
01-0066	CINTAS FIRST AID & SAFETY					
I-0417098401	2/06/2013	EYE WASH STATION - MAINT SHOP	104.85			
	AP	DUE: 2/06/2013 DISC: 2/06/2013		1099: N		
		EYE WASH STATION - MAINT SHOP		02 5-00-8503	SAFETY EQUIPMEN	104.85
	=== VENDOR TOTALS ===		104.85			
=====						
01-0326	CORNEJO & SONS, LLC					
I-201302140437	2/01/2013	WATERCRESS VILLAGE PH 2 & 3	48,205.32			
	AP	DUE: 2/01/2013 DISC: 2/01/2013		1099: N		
		WATERCRESS VILLAGE PH 2 & 3		05 5-00-7500	CONTRACTORS	33,434.92
		WATERCRESS VILLAGE PH 2 & 3		05 5-00-7500	CONTRACTORS	14,770.40
I-201302140438	2/01/2013	WATERCRESS VILLAGE PH 2 & 3	15,491.39			
	AP	DUE: 2/01/2013 DISC: 2/01/2013		1099: N		
		WATERCRESS VILLAGE PH 2 & 3		05 5-00-7500	CONTRACTORS	11,690.45
		WATERCRESS VILLAGE PH 2 & 3		05 5-00-7500	CONTRACTORS	3,800.94
	=== VENDOR TOTALS ===		63,696.71			
=====						
01-0080	CS & S GRAPHICS					
I-222703	2/05/2013	PR MATERIALS- PD	138.70			
	AP	DUE: 2/05/2013 DISC: 2/05/2013		1099: N		
		PR MATERIALS- PD		01 5-20-8603	COMMODITIES	138.70
	=== VENDOR TOTALS ===		138.70			
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01-0086	DBR PUBLISHING CO., INC					
I-02-002365	1/31/2013	AD FOR MAIZE HS SPRING SPORTS	210.00			
	AP	DUE: 1/31/2013 DISC: 1/31/2013		1099: N		
		AD FOR MAIZE HS SPRING SPORTS		01 5-80-7970	COMMUNITY SERVI	210.00
	=== VENDOR TOTALS ===		210.00			

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-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0093	DIGITAL OFFICE SYSTEMS					
I-189224	1/01/2013 AP	MAINTENANCE-COPIERS & PRINTER DUE: 1/01/2013 DISC: 1/01/2013 MAINTENANCE-COPIERS & PRINTERS	1,124.33	1099: N 01 5-10-7601	EQUIPMENT RENTAL	1,124.33
I-192856	1/01/2013 AP	COPIERS/PRINTERS MAINTENANCE DUE: 1/01/2013 DISC: 1/01/2013 COPIERS/PRINTERS MAINTENANCE	67.50	1099: N 01 5-10-7601	EQUIPMENT RENTAL	67.50
I-197333	1/31/2013 AP	COPIERS/PRINTERS MAINTENANCE DUE: 1/31/2013 DISC: 1/31/2013 COPIERS/PRINTERS MAINTENANCE	67.50	1099: N 01 5-10-7601	EQUIPMENT RENTAL	67.50
=== VENDOR TOTALS ===			1,259.33			
=====						
01-0311	DON LEMEN					
I-201302140442	2/06/2013 AP	MILEAGE REIMBURSEMENT DUE: 2/06/2013 DISC: 2/06/2013 MILEAGE REIMBURSEMENT	34.63	1099: N 01 5-10-6305	MILEAGE/TRAVEL	34.63
=== VENDOR TOTALS ===			34.63			
=====						
01-0107	GALLS INCORPORATED					
I-000358611	1/26/2013 AP	UNIFORM JACKET - PIPER DUE: 1/26/2013 DISC: 1/26/2013 UNIFORM JACKET - PIPER	124.99	1099: N 01 5-20-8007	UNIFORMS	124.99
I-000371446	1/31/2013 AP	HANDCUFFS-GODINEZ DUE: 1/31/2013 DISC: 1/31/2013 HANDCUFFS-GODINEZ	59.98	1099: N 01 5-20-8111	TOOLS/EQUIPMENT	59.98
I-000371447	1/31/2013 AP	UNIFORM PANTS-GODINEZ DUE: 1/31/2013 DISC: 1/31/2013 UNIFORM PANTS-GODINEZ	99.98	1099: N 01 5-20-8007	UNIFORMS	99.98
=== VENDOR TOTALS ===			284.95			
=====						
01-0109	GREAT PLAINS COMMUNICATIONS					
I-35519	1/21/2013 AP	TELEPHONE SYSTEM SERVICE DUE: 1/21/2013 DISC: 1/21/2013 TELEPHONE SYSTEM SERVICE TELEPHONE SYSTEM SERVICE	184.30	1099: N 01 5-10-7502 01 5-30-7502	PROFESSIONAL SE PROFESSIONAL SE	92.15 92.15
I-35637	1/29/2013 AP	TELEPHONE SYSTEM SERVICE DUE: 1/29/2013 DISC: 1/29/2013 TELEPHONE SYSTEM SERVICE	20.00	1099: N 01 5-10-7502	PROFESSIONAL SE	20.00
=== VENDOR TOTALS ===			204.30			

PACKET: 00084 021813 AP  
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-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0118		HUBER MAINTENANCE SUPPLY				
I-022554	1/31/2013 AP	CUSTODIAL SUPPLIES DUE: 1/31/2013 DISC: 1/31/2013 CUSTODIAL SUPPLIES	41.70	1099: N 01 5-40-8601	CUSTODIAL SUPPL	41.70
		=== VENDOR TOTALS ===	41.70			
01-0120		ICE MASTERS				
I-4064916	1/31/2013 AP	ICE MACHINE RENT DEPOSIT DUE: 1/31/2013 DISC: 1/31/2013 ICE MACHINE RENT DEPOSIT	8.00	1099: N 01 5-40-8603	COMMODITIES	8.00
I-4064917	1/31/2013 AP	ICE MACHINE RENT DUE: 1/31/2013 DISC: 1/31/2013 ICE MACHINE RENT	80.00	1099: N 01 5-40-8603	COMMODITIES	80.00
		=== VENDOR TOTALS ===	88.00			
01-0332		INTERLINGUAL SERVICES, INC.				
I-201302140448	2/01/2013 AP	INTERPRETER SERVICES - COURT DUE: 2/01/2013 DISC: 2/01/2013 INTERPRETER SERVICES - COURT	45.00	1099: N 01 5-30-7502	PROFESSIONAL SE	45.00
		=== VENDOR TOTALS ===	45.00			
01-0306		JEFF GREEP				
I-201302140440	2/06/2013 AP	MILEAGE REIMBURSEMENT DUE: 2/06/2013 DISC: 2/06/2013 MILEAGE REIMBURSEMENT	13.00	1099: N 01 5-10-6305	MILEAGE/TRAVEL	13.00
		=== VENDOR TOTALS ===	13.00			
01-0130		JOCELYN REID				
I-201302140439	2/14/2013 AP	MILEAGE REIMBURSEMENT DUE: 2/14/2013 DISC: 2/14/2013 MILEAGE REIMBURSEMENT	15.82	1099: N 01 5-10-6305	MILEAGE/TRAVEL	15.82
		=== VENDOR TOTALS ===	15.82			

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-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0131	JOHN D PALMER					
I-201302140435	2/01/2013 AP	GROUNDS MAINT-012113-020113 DUE: 2/01/2013 DISC: 2/01/2013 GROUNDS MAINT-012113-020113	400.00	1099: N 98 5-00-7520	CEMETERY GROUND	400.00
I-201302140436	2/11/2013 AP	GROUND MAINT-020413-021513 DUE: 2/11/2013 DISC: 2/11/2013 GROUND MAINT-020413-021513	400.00	1099: N 98 5-00-7520	CEMETERY GROUND	400.00
=== VENDOR TOTALS ===			800.00			
=====						
01-0146	KANSAS FIRE EQUIPMENT					
I-0363966	2/04/2013 AP	FIRE EXTINGUISHER SERVICE DUE: 2/04/2013 DISC: 2/04/2013 FIRE EXTINGUISHER SERVICE	144.25	1099: N 01 5-40-7502	PROFESSIONAL SE	144.25
I-0363967	2/04/2013 AP	FIRE EXTINGUISHER SERVICE DUE: 2/04/2013 DISC: 2/04/2013 FIRE EXTINGUISHER SERVICE FIRE EXTINGUISHER SERVICE FIRE EXTINGUISHER SERVICE	271.50	1099: N 02 5-00-7502 20 5-00-7502 21 5-00-7502	PROFESSIONAL SE PROFESSIONAL SE PROFESSIONAL SE	90.50 90.50 90.50
I-0363968	2/04/2013 AP	FIRE EXTINGUISHER SERVICE DUE: 2/04/2013 DISC: 2/04/2013 FIRE EXTINGUISHER SERVICE	15.00	1099: N 01 5-40-7502	PROFESSIONAL SE	15.00
I-0363969	2/04/2013 AP	FIRE EXTINGUISHER SERVICE DUE: 2/04/2013 DISC: 2/04/2013 FIRE EXTINGUISHER SERVICE	30.75	1099: N 01 5-20-7502	PROFESSIONAL SE	30.75
I-0364171	2/06/2013 AP	FIRE EXTINGUISHER-SEWER PLANT DUE: 2/06/2013 DISC: 2/06/2013 FIRE EXTINGUISHER-SEWER PLANT	92.25	1099: N 20 5-00-8503	SAFETY EQUIPMEN	92.25
=== VENDOR TOTALS ===			553.75			
=====						
01-0149	KANSAS MUNICIPAL JUDGES ASSOCI					
I-201302140445	2/06/2013 AP	ANNUAL MEMBERSHIP DUES DUE: 2/06/2013 DISC: 2/06/2013 ANNUAL MEMBERSHIP DUES	25.00	1099: N 01 5-30-6301	ORGANIZATION ME	25.00
=== VENDOR TOTALS ===			25.00			

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 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0150	KANSAS MUNICIPAL UTILITIES					
I-11753	1/15/2013	ANNUAL MEMBERSHIP DUES	750.00			
	AP	DUE: 1/15/2013 DISC: 1/15/2013		1099: N		
		ANNUAL MEMBERSHIP DUES		20 5-00-6301	ORGANIZATION ME	375.00
		ANNUAL MEMBERSHIP DUES		21 5-00-6301	ORGANIZATION ME	375.00
		=== VENDOR TOTALS ===	750.00			
=====						
01-0151	KANSAS ONE-CALL SYSTEM, INC.					
I-3010348	1/31/2013	JANUARY LOCATES/MEMBERSHIP FE	232.20			
	AP	DUE: 1/31/2013 DISC: 1/31/2013		1099: N		
		JANUARY LOCATES/MEMBERSHIP FEE		20 5-00-7502	PROFESSIONAL SE	103.60
		JANUARY LOCATES/MEMBERSHIP FEE		21 5-00-7502	PROFESSIONAL SE	103.60
		JANUARY LOCATES/MEMBERSHIP FEE		20 5-00-6301	ORGANIZATION ME	12.50
		JANUARY LOCATES/MEMBERSHIP FEE		21 5-00-6301	ORGANIZATION ME	12.50
		=== VENDOR TOTALS ===	232.20			
=====						
01-0161	KEENAN KELLEY					
I-1224	2/05/2013	SLUDGE REMOVAL	1,680.00			
	AP	DUE: 2/05/2013 DISC: 2/05/2013		1099: N		
		SLUDGE REMOVAL		20 5-00-7500	CONTRACTORS	1,680.00
		=== VENDOR TOTALS ===	1,680.00			
=====						
01-0168	LA RUE COFFEE					
I-27001578615	2/08/2013	COFFEE SERVICE - ADMIN	36.91			
	AP	DUE: 2/08/2013 DISC: 2/08/2013		1099: N		
		COFFEE SERVICE - ADMIN		01 5-10-8603	COMMODITIES	36.91
		=== VENDOR TOTALS ===	36.91			
=====						
01-0175	LEE REED ENGRAVING, INC.					
I-125812	1/29/2013	NAME PLATE - SARA JAVIER	18.45			
	AP	DUE: 1/29/2013 DISC: 1/29/2013		1099: N		
		NAME PLATE - SARA JAVIER		01 5-30-8603	COMMODITIES	18.45
		=== VENDOR TOTALS ===	18.45			

PACKET: 00084 021813 AP  
 VENDOR SET: 01 CITY OF MAIZE AP  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0178	LOWE'S					
I-201302140447	2/02/2013 AP	LIGHT BULBS-UV BUILDING DUE: 2/02/2013 DISC: 2/02/2013 LIGHT BULBS-UV BUILDING	96.00	1099: N 20 5-00-8310	OTHER SUPPLIES	96.00
		=== VENDOR TOTALS ===	96.00			
01-0183	MAUGHAN & MAUGHAN					
I-201302180454	2/15/2013 AP	CITY PROSECUTOR - JANUARY 201 DUE: 2/15/2013 DISC: 2/15/2013 CITY PROSECUTOR - JANUARY 2013	1,200.00	1099: N 01 5-30-6100	SALARIES	1,200.00
		=== VENDOR TOTALS ===	1,200.00			
01-0186	MID-STATES SAND, LLC					
I-5289	2/12/2013 AP	SAND FOR ROAD MAINTENANCE DUE: 2/12/2013 DISC: 2/12/2013 SAND FOR ROAD MAINTENANCE	758.35	1099: N 02 5-00-8204	SAND/GRAVEL/STO	758.35
		=== VENDOR TOTALS ===	758.35			
01-0187	MIDWEST TRUCK EQUIPMENT					
I-1413	2/08/2013 AP	LIGHT BAR FOR 2013 DODGE TRUC DUE: 2/08/2013 DISC: 2/08/2013 LIGHT BAR FOR 2013 DODGE TRUCK	1,300.00	1099: N 02 5-00-8503	SAFETY EQUIPMEN	1,300.00
		=== VENDOR TOTALS ===	1,300.00			
01-1	MISCELLANEOUS VENDOR					
I-201302140426	1/31/2013 AP	MCCREATH: TREE REIMBURSEMENT DUE: 1/31/2013 DISC: 1/31/2013 MCCREATH: TREE REIMBURSEMENT	58.98	1099: N 01 5-90-7982	TREE BOARD EXPE	58.98
I-201302140427	1/28/2013 AP	MAGDALENO: TREE REIMBURSEMENT DUE: 1/28/2013 DISC: 1/28/2013 MAGDALENO: TREE REIMBURSEMENT	81.00	1099: N 01 5-90-7982	TREE BOARD EXPE	81.00
I-201302140441	2/07/2013 AP	GONZALEZ:CASH BOND REFUND DUE: 2/07/2013 DISC: 2/07/2013 GONZALEZ:CASH BOND REFUND	969.50	1099: N 01 5-30-9908	MUNICIPAL BOND	969.50
		=== VENDOR TOTALS ===	1,109.48			

PACKET: 00084 021813 AP  
 VENDOR SET: 01 CITY OF MAIZE AP  
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 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0314	PAT LONGWELL					
I-201302140450	1/29/2013	MILEAGE REIMBURSEMENT	17.06			
	AP	DUE: 1/29/2013 DISC: 1/29/2013		1099: N		
		MILEAGE REIMBURSEMENT		01 5-10-6305	MILEAGE/TRAVEL	17.06
		=== VENDOR TOTALS ===	17.06			
01-0205	PAVING MAINTENANCE SUPPLY, INC					
I-0121299	2/04/2013	CRACK SEALING MATERIAL	1,660.00			
	AP	DUE: 2/04/2013 DISC: 2/04/2013		1099: N		
		CRACK SEALING MATERIAL		02 5-00-8203	ASPHALT -HOT/CO	1,660.00
		=== VENDOR TOTALS ===	1,660.00			
01-0206	PEREGRINE CORPORATION					
I-736084	2/06/2013	BUSINESS CARDS - LAURA R	45.00			
	AP	DUE: 2/06/2013 DISC: 2/06/2013		1099: N		
		BUSINESS CARDS - LAURA R		01 5-10-8004	PRE-PRINTED FOR	45.00
		=== VENDOR TOTALS ===	45.00			
01-0213	PRIDE AG RESOURCES					
I-201302140449	1/25/2013	SUPPLIES	565.27			
	AP	DUE: 1/25/2013 DISC: 1/25/2013		1099: N		
		SUPPLIES		01 5-20-8104	AUTOMOTIVE	39.04
		SUPPLIES		01 5-40-7701	BUILDING/GROUND	14.95
		SUPPLIES		01 5-40-8110	EQUIPMENT PARTS	17.43
		SUPPLIES		01 5-40-8601	CUSTODIAL SUPPL	68.80
		SUPPLIES		01 5-90-7982	TREE BOARD EXPE	2.29
		SUPPLIES		02 5-00-8104	AUTOMOTIVE	59.67
		SUPPLIES		02 5-00-8105	TRUCKS/HEAVY EQ	86.44
		SUPPLIES		02 5-00-8302	BATTERIES (NON	11.98
		SUPPLIES		02 5-00-8310	OTHER SUPPLIES	31.93
		SUPPLIES		02 5-00-8402	EQUIPMENT	54.97
		SUPPLIES		02 5-00-8404	FACILITY REPAIR	37.47
		SUPPLIES		02 5-00-8503	SAFETY EQUIPMEN	7.79
		SUPPLIES		02 5-00-8601	CUSTODIAL SUPPL	2.98
		SUPPLIES		20 5-00-7701	BUILDING/GROUND	10.99
		SUPPLIES		20 5-00-8110	EQUIPMENT PARTS	81.83
		SUPPLIES		20 5-00-8603	COMMODITIES	4.49
		SUPPLIES		21 5-00-8310	OTHER SUPPLIES	13.24
		SUPPLIES		98 5-00-8310	OTHER SUPPLIES	18.98
		=== VENDOR TOTALS ===	565.27			

PACKET: 00084 021813 AP  
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 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0219	REBECCA BOUSKA					
I-201302140432	2/14/2013	CAFE PLAN -MEDICAL EXPENSES	1,675.00			
	AP	DUE: 2/14/2013 DISC: 2/14/2013		1099: N		
		CAFE PLAN -MEDICAL EXPENSES		38 5-00-9301	MEDICAL EXPENSE	1,675.00
		=== VENDOR TOTALS ===	1,675.00			
=====						
01-0224	ROBERT'S HUTCH-LINE					
I-242488	2/06/2013	OFFICE SUPPLIES-ADMIN	63.60			
	AP	DUE: 2/06/2013 DISC: 2/06/2013		1099: N		
		OFFICE SUPPLIES-ADMIN		01 5-10-8005	OFFICE SUPPLIES	63.60
		=== VENDOR TOTALS ===	63.60			
=====						
01-0233	SDK LABORATORIES					
I-201302140444	2/05/2013	LAB ANALYSIS - SEWER PLANT	354.00			
	AP	DUE: 2/05/2013 DISC: 2/05/2013		1099: N		
		LAB ANALYSIS - SEWER PLANT		20 5-00-7008	WASTEWATER LABO	354.00
		=== VENDOR TOTALS ===	354.00			
=====						
01-0238	SEDGWICK COUNTY CODE ENFORCEME					
I-201302140429	2/04/2013	JANUARY 2013 PERMITS	3,173.11			
	AP	DUE: 2/04/2013 DISC: 2/04/2013		1099: N		
		JANUARY 2013 PERMITS		01 5-80-7971	BUILDING INSPEC	3,173.11
I-201302140451	1/04/2013	MONTHLY PERMITS-DECEMBER 2012	1,090.27			
	AP	DUE: 1/04/2013 DISC: 1/04/2013		1099: N		
		MONTHLY PERMITS-DECEMBER 2012		01 5-80-7971	BUILDING INSPEC	1,090.27
		=== VENDOR TOTALS ===	4,263.38			
=====						
01-0239	SEDGWICK COUNTY DIVISION OF FI					
I-1800035833	2/05/2013	JAIL HOUSING FEES-JANUARY 201	1,302.07			
	AP	DUE: 2/05/2013 DISC: 2/05/2013		1099: N		
		JAIL HOUSING FEES-JANUARY 2013		01 5-30-9909	COUNTY JAIL HOU	1,302.07
		=== VENDOR TOTALS ===	1,302.07			

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-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0252	THE CLARION					
I-164	2/04/2013	LEGAL PUBLICATIONS	431.25			
	AP	DUE: 2/04/2013 DISC: 2/04/2013		1099: N		
		LEGAL PUBLICATIONS		01 5-10-7205	LEGAL PUBLICATI	43.75
		LEGAL PUBLICATIONS		05 5-00-7205	LEGAL PUBLICATI	387.50
		=== VENDOR TOTALS ===	431.25			
=====						
01-0331	TRACY'S AUTOMOTIVE					
I-21783	2/07/2013	SERVICE - 2003 CROWN VIC	1,197.94			
	AP	DUE: 2/07/2013 DISC: 2/07/2013		1099: N		
		SERVICE - 2003 CROWN VIC		02 5-00-8104	AUTOMOTIVE	1,197.94
I-21894	2/12/2013	SERVICE ON 2008 FORD TRUCK	80.19			
	AP	DUE: 2/12/2013 DISC: 2/12/2013		1099: N		
		SERVICE ON 2008 FORD TRUCK		02 5-00-8304	OIL CHANGES	32.56
		SERVICE ON 2008 FORD TRUCK		02 5-00-8303	TIRES	47.63
		=== VENDOR TOTALS ===	1,278.13			
=====						
01-0260	TRANSYSTEMS CORPORATION					
I-0002395038	2/01/2013	CENTRAL STREET - ENGINEERING	1,930.00			
	AP	DUE: 2/01/2013 DISC: 2/01/2013		1099: N		
		CENTRAL STREET - ENGINEERING		05 5-00-7501	ENGINEERING SER	1,930.00
		=== VENDOR TOTALS ===	1,930.00			
=====						
01-0264	TYLER TECHNOLOGIES					
I-025-61475	1/23/2013	BUSINESS LICENSE SOFTWARE	2,000.00			
	AP	DUE: 1/23/2013 DISC: 1/23/2013		1099: N		
		BUSINESS LICENSE SOFTWARE		04 5-00-8974	STREET IMPROVEM	2,000.00
I-025-61476	1/23/2013	CEMETERY SOFTWARE	1,625.00			
	AP	DUE: 1/23/2013 DISC: 1/23/2013		1099: N		
		CEMETERY SOFTWARE		04 5-00-8974	STREET IMPROVEM	1,625.00
I-025-61764	1/30/2013	CEMETERY SOFTWARE	125.00			
	AP	DUE: 1/30/2013 DISC: 1/30/2013		1099: N		
		CEMETERY SOFTWARE		04 5-00-8974	STREET IMPROVEM	125.00
I-025-62071	1/30/2013	BUSINESS LICENSE/AR SOFTWARE	2,200.00			
	AP	DUE: 1/30/2013 DISC: 1/30/2013		1099: N		
		BUSINESS LICENSE/AR SOFTWARE		04 5-00-8974	STREET IMPROVEM	2,200.00

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-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0264	TYLER TECHNOLOGIES	( ** CONTINUED ** )				
I-025-62196	2/07/2013 AP	TRAVEL EXPENSE - NEW SOFTWARE DUE: 2/07/2013 DISC: 2/07/2013 TRAVEL EXPENSE - NEW SOFTWARE	1,019.45	1099: N 04 5-00-8974	STREET IMPROVEM	1,019.45
=== VENDOR TOTALS ===			6,969.45			

01-0266	UNI FIRST					
I-2400373191	2/05/2013 AP	UNIFORMS & MATS DUE: 2/05/2013 DISC: 2/05/2013 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	270.60	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	67.65 67.65 67.65 67.65
I-2400374680	2/12/2013 AP	UNIFORMS AND MATS DUE: 2/12/2013 DISC: 2/12/2013 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	263.35	1099: N 01 5-40-7804 02 5-00-7804 20 5-00-7804 21 5-00-7804	UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C UNIFORMS/MATS C	65.84 65.84 65.84 65.83
=== VENDOR TOTALS ===			533.95			

01-0269	UNUM PROVIDENT					
I-201302180453	2/11/2013 AP	LIFE, STD & A D & D PREMIUMS DUE: 2/11/2013 DISC: 2/11/2013 LIFE, STD & A D & D PREMIUMS	610.08	1099: N 01 5-80-5211	HEALTH/DENTAL/L	610.08
=== VENDOR TOTALS ===			610.08			

01-0277	W.W. GRAINGER, INC.					
I-9059824202	2/06/2013 AP	JANITORIAL SUPPLIES-CITY HALL DUE: 2/06/2013 DISC: 2/06/2013 JANITORIAL SUPPLIES-CITY HALL	438.49	1099: N 01 5-40-8601	CUSTODIAL SUPPL	438.49
I-9059824210	2/06/2013 AP	JANITORIAL SUPPLIES - CITY HAL DUE: 2/06/2013 DISC: 2/06/2013 JANITORIAL SUPPLIES - CITY HALL	274.05	1099: N 01 5-40-8601	CUSTODIAL SUPPL	274.05
=== VENDOR TOTALS ===			712.54			

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-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0279		WASTE CONNECTIONS OF WICHITA				
I-8556506	2/01/2013 AP	TRASH/RECYCLING SERVICE DUE: 2/01/2013 DISC: 2/01/2013 CITY HALL COMMUNITY BUILDING MAINTENANCE SHOP SEWER PLANT SEWER PLANT	276.54	1099: N 01 5-40-7104 01 5-40-7104 02 5-00-7104 20 5-00-7104 98 5-00-7104	TRASH SERVICE TRASH SERVICE TRASH SERVICE TRASH SERVICE TRASH SERVICE	87.92 49.50 49.50 42.00 47.62
I-8560885	2/01/2013 AP	PORTABLE RESTROOMS-CITY PARK DUE: 2/01/2013 DISC: 2/01/2013 PORTABLE RESTROOMS-CITY PARK	80.00	1099: N 01 5-90-7982	TREE BOARD EXPE	80.00
		=== VENDOR TOTALS ===	356.54			
=====						
01-0287		WICHITA STATE UNIVERSITY				
I-13MRPFC-34/1	1/31/2013 AP	MIDWEST PUBLIC FINANCE CONF DUE: 1/31/2013 DISC: 1/31/2013 MIDWEST PUBLIC FINANCE CONF	195.00	1099: N 01 5-10-6301	ORGANIZATION ME	195.00
I-13MRPFC-37/1	1/31/2013 AP	MIDWEST PUBLIC FINANCE CONF DUE: 1/31/2013 DISC: 1/31/2013 MIDWEST PUBLIC FINANCE CONF	195.00	1099: N 01 5-10-6301	ORGANIZATION ME	195.00
		=== VENDOR TOTALS ===	390.00			
=====						
01-0291		WILLIAM MCKINLEY				
I-201302140433	2/12/2013 AP	MILEAGE REIMBURSEMENT DUE: 2/12/2013 DISC: 2/12/2013 MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT	161.03	1099: N 47 5-00-6305 05 5-00-6305 05 5-00-6305	MILEAGE/TRAVEL MILEAGE REIMBUR MILEAGE REIMBUR	80.52 40.26 40.25
		=== VENDOR TOTALS ===	161.03			
=====						
01-0294		ZIPS EXPRESS CAR WASH				
I-201302140431	2/01/2013 AP	PD CAR WASHES DUE: 2/01/2013 DISC: 2/01/2013 PD CAR WASHES	52.00	1099: N 01 5-20-8104	AUTOMOTIVE	52.00
		=== VENDOR TOTALS ===	52.00			
		=== PACKET TOTALS ===	109,916.69			

\*\* T O T A L S \*\*

INVOICE TOTALS 109,916.69  
 DEBIT MEMO TOTALS 0.00  
 CREDIT MEMO TOTALS 0.00

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BATCH TOTALS 109,916.69

\*\* G/L ACCOUNT TOTALS \*\*

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	2013	01 -2-2030	AP (DUE TO POOL)	22,063.95-*				
		01 -5-10-6301	ORGANIZATION MEMEBERSHIP	390.00	7,500	2,111.05		
		01 -5-10-6302	CONFERENCES/WORKSHOPS	25.00	3,000	2,975.00		
		01 -5-10-6305	MILEAGE/TRAVEL ALLOWANCE	80.51	3,500	3,260.16		
		01 -5-10-7205	LEGAL PUBLICATIONS	43.75	3,000	2,750.00		
		01 -5-10-7502	PROFESSIONAL SERVICES	112.15	7,000	6,705.01		
		01 -5-10-7601	EQUIPMENT RENTAL/MAINTENA	1,259.33	6,000	4,740.67		
		01 -5-10-8004	PRE-PRINTED FORMS/LETTER	45.00	1,000	871.55		
		01 -5-10-8005	OFFICE SUPPLIES	63.60	9,500	7,750.67		
		01 -5-10-8603	COMMODITIES	36.91	6,000	2,969.54		
		01 -5-20-7502	PROFESSIONAL SERVICES	30.75	3,000	2,852.04		
		01 -5-20-8007	UNIFORMS	224.97	2,000	1,336.22		
		01 -5-20-8104	AUTOMOTIVE	91.04	3,500	1,718.45		
		01 -5-20-8111	TOOLS/EQUIPMENT	59.98	1,500	1,176.30		
		01 -5-20-8306	UNLEADED FUEL	1,491.56	50,000	43,947.33		
		01 -5-20-8603	COMMODITIES	138.70	2,000	1,577.73		
		01 -5-30-6100	SALARIES	1,200.00	25,500	19,572.96		
		01 -5-30-6301	ORGANIZATION MEMBERSHIPS	25.00	75	25.00		
		01 -5-30-7502	PROFESSIONAL SERVICES	137.15	3,500	3,170.24		
		01 -5-30-8603	COMMODITIES	18.45	500	447.20		
		01 -5-30-9908	MUNICIPAL BOND EXPENSE	969.50	1,000	4,681.00		
		01 -5-30-9909	COUNTY JAIL HOUSING EXPE	1,302.07	5,500	4,185.39		
		01 -5-40-7104	TRASH SERVICE	137.42	1,200	925.16		
		01 -5-40-7502	PROFESSIONAL SERVICES	159.25	6,000	5,350.18		
		01 -5-40-7701	BUILDING/GROUNDS MAINTEN	14.95	7,000	6,559.06		
		01 -5-40-7804	UNIFORMS/MATS CLEANING	133.49	4,000	3,356.60		
		01 -5-40-8110	EQUIPMENT PARTS	17.43	1,500	1,482.57		
		01 -5-40-8404	FACILITY REPAIRS	14.22	2,500	2,260.48		
		01 -5-40-8601	CUSTODIAL SUPPLIES	823.04	2,500	1,255.94		
		01 -5-40-8603	COMMODITIES	88.00	3,000	2,710.84		
		01 -5-70-7960	AUDIT/REVIEW	7,500.00	15,000	7,500.00		
		01 -5-80-5211	HEALTH/DENTAL/LIFE INSUR	610.08	224,000	204,628.78		
		01 -5-80-7403	GENERAL LIABILITY	125.00	0	125.00- Y		
		01 -5-80-7970	COMMUNITY SERVICES	210.00	10,000	9,790.00		
		01 -5-80-7971	BUILDING INSPECTIONS	4,263.38	20,000	15,736.62		
		01 -5-90-7982	TREE BOARD EXPENSES	222.27	10,000	9,197.73		



PACKET: 00084 021813 AP  
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-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
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\*\* G/L ACCOUNT TOTALS \*\*

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		21 -5-00-8306	UNLEADED FUEL	281.46	3,500		2,932.36	
		21 -5-00-8310	OTHER SUPPLIES	13.24	3,000		2,648.99	
		38 -2-2030	AP (DUE TO POOL)	1,675.00-*				
		38 -5-00-9301	MEDICAL EXPENSES REIMBUR	1,675.00	0		2,269.58- Y	
		47 -2-2030	AP (DUE TO POOL)	80.52-*				
		47 -5-00-6305	MILEAGE/TRAVEL ALLOWANCE	80.52	0		255.87- Y	
		98 -2-2030	AP (DUE TO POOL)	866.60-*				
		98 -5-00-7104	TRASH SERVICE	47.62	0		95.24- Y	
		98 -5-00-7520	CEMETERY GROUNDS MAINTEN	800.00	0		1,600.00- Y	
		98 -5-00-8310	OTHER SUPPLIES	18.98	0		68.96- Y	
		99 -1-1101	DUE FROM GENERAL	22,063.95 *				
		99 -1-1102	DUE FROM STREETS	5,949.50 *				
		99 -1-1104	DUE FROM CAPITAL IMPROVE	6,969.45 *				
		99 -1-1105	DUE FROM LONG TERM PROJE	66,094.72 *				
		99 -1-1120	DUE FROM WASTEWATER TREA	5,207.17 *				
		99 -1-1121	DUE FROM WATER	1,009.78 *				
		99 -1-1138	DUE FROM CAFETERIA PLAN	1,675.00 *				
		99 -1-1147	DUE FROM 53RD & MAIZE RD	80.52 *				
		99 -1-1198	DUE FROM MAIZE CEMETERY	866.60 *				
		** 2013 YEAR TOTALS		109,916.69				

0000 ERRORS      0000 WARNINGS

\*\* END OF REPORT \*\*

TOTAL ERRORS:    0                    TOTAL WARNINGS:    0

PACKET: 00083 021413 UTILITIES  
 VENDOR SET: 01 CITY OF MAIZE AP  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-0076	COX COMMUNICATIONS					
I-201302140422	2/10/2013 AP	PHONE @ 4550 N MAIZE LS DUE: 2/10/2013 DISC: 2/10/2013 PHONE @ 4550 N MAIZE LS	27.24	1099: N 20 5-00-7106	TELEPHONE/FAX	27.24
I-201302140423	2/10/2013 AP	PHONE @ 4185 N TYLER LS DUE: 2/10/2013 DISC: 2/10/2013 PHONE @ 4185 N TYLER LS	24.85	1099: N 20 5-00-7106	TELEPHONE/FAX	24.85
I-201302140424	2/02/2013 AP	WI-FI AT COMMUNITY BUILDING DUE: 2/02/2013 DISC: 2/02/2013 WI-FI AT COMMUNITY BUILDING	79.95	1099: N 01 5-10-7108	INTERNET/CABLE	79.95
		=== VENDOR TOTALS ===	132.04			
=====						
01-0237	SEDGWICK COUNTY ELECTRIC COOP					
I-201302140425	2/01/2013 AP	STREET LIGHTS - EAGLES NEST DUE: 2/01/2013 DISC: 2/01/2013 STREET LIGHTS - EAGLES NEST	30.98	1099: N 02 5-00-7103	STREET LIGHTS	30.98
		=== VENDOR TOTALS ===	30.98			
=====						
01-0274	VERIZON WIRELESS					
I-2864590560	1/26/2013 AP	CELL PHONE - PD DUE: 1/26/2013 DISC: 1/26/2013 CELL PHONE - PD	104.73	1099: N 01 5-20-7106	TELEPHONE/FAX	104.73
		=== VENDOR TOTALS ===	104.73			
		=== PACKET TOTALS ===	267.75			

\*\* T O T A L S \*\*

INVOICE TOTALS 267.75  
 DEBIT MEMO TOTALS 0.00  
 CREDIT MEMO TOTALS 0.00

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BATCH TOTALS 267.75

\*\* G/L ACCOUNT TOTALS \*\*

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	2013	01 -2-2030	AP (DUE TO POOL)	184.68-*				
		01 -5-10-7108	INTERNET/CABLE	79.95	1,500	964.41		
		01 -5-20-7106	TELEPHONE/FAX	104.73	4,600	3,840.58		
		02 -2-2030	AP (DUE TO POOL)	30.98-*				
		02 -5-00-7103	STREET LIGHTS	30.98	28,000	23,394.37		
		20 -2-2030	AP (DUE TO POOL)	52.09-*				
		20 -5-00-7106	TELEPHONE/FAX	52.09	2,700	2,409.79		
		99 -1-1101	DUE FROM GENERAL	184.68 *				
		99 -1-1102	DUE FROM STREETS	30.98 *				
		99 -1-1120	DUE FROM WASTEWATER TREA	52.09 *				
			** 2013 YEAR TOTALS	267.75				

0000 ERRORS 0000 WARNINGS

\*\* END OF REPORT \*\*

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 00078 021113 TRANSIENT GUEST TA  
VENDOR SET: 01 CITY OF MAIZE AP  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE		GROSS	P.O. #		
	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0180		MAIZE HOTEL, LLC				
I-201302110407	1/01/2013	TRANSIENT GUEST TAX REBATE	20,429.39			
	AP	DUE: 1/01/2013 DISC: 1/01/2013		1099: N		
		TRANSIENT GUEST TAX REBATE		01 5-80-9020	TRANSIENT GUEST	20,429.39
		=== VENDOR TOTALS ===	20,429.39			
		=== PACKET TOTALS ===	20,429.39			

PACKET: 00078 021113 TRANSIENT GUEST TA  
VENDOR SET: 01 CITY OF MAIZE AP  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

\*\* T O T A L S \*\*

INVOICE TOTALS 20,429.39  
DEBIT MEMO TOTALS 0.00  
CREDIT MEMO TOTALS 0.00

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BATCH TOTALS 20,429.39

\*\* G/L ACCOUNT TOTALS \*\*

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	2013	01 -2-2030	AP (DUE TO POOL)	20,429.39-*				
		01 -5-80-9020	TRANSIENT GUEST TAX REBA	20,429.39	80,000	41,292.90		
		99 -1-1101	DUE FROM GENERAL	20,429.39 *				
			** 2013 YEAR TOTALS	20,429.39				

0000 ERRORS 0000 WARNINGS

\*\* END OF REPORT \*\*

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 00076 020413 POSTAGE  
 VENDOR SET: 01 CITY OF MAIZE AP  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0343		SEDGWICK COUNTY ELECTION OFFIC				
I-201302040405	2/04/2013 AP	VOTER REGISTRATION DATA DUE: 2/04/2013 DISC: 2/04/2013 VOTER REGISTRATION DATA	60.00	1099: N 01 5-10-7502	PROFESSIONAL SE	60.00
		=== VENDOR TOTALS ===	60.00			
01-0265		U.S. POSTMASTER				
I-201302040404	2/04/2013 AP	POSTAGE FOR WATER/SEWER BILLS DUE: 2/04/2013 DISC: 2/04/2013 WATER/SEWER BILLS POSTAGE WATER/SEWER BILLS POSTAGE	447.29	1099: N 20 5-00-7203 21 5-00-7203	POSTAGE POSTAGE	223.65 223.64
		=== VENDOR TOTALS ===	447.29			
		=== PACKET TOTALS ===	507.29			

PACKET: 00076 020413 POSTAGE  
 VENDOR SET: 01 CITY OF MAIZE AP  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

\*\* T O T A L S \*\*

INVOICE TOTALS	507.29
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00
<hr/>	
BATCH TOTALS	507.29

\*\* G/L ACCOUNT TOTALS \*\*

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	2013	01 -2-2030	AP (DUE TO POOL)	60.00-*				
		01 -5-10-7502	PROFESSIONAL SERVICES	60.00	7,000	6,829.16		
		20 -2-2030	AP (DUE TO POOL)	223.65-*				
		20 -5-00-7203	POSTAGE	223.65	3,000	2,440.72		
		21 -2-2030	AP (DUE TO POOL)	223.64-*				
		21 -5-00-7203	POSTAGE	223.64	2,500	1,940.74		
		99 -1-1101	DUE FROM GENERAL	60.00 *				
		99 -1-1120	DUE FROM WASTEWATER TREA	223.65 *				
		99 -1-1121	DUE FROM WATER	223.64 *				
			** 2013 YEAR TOTALS	507.29				

0000 ERRORS      0000 WARNINGS

\*\* END OF REPORT \*\*

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

VENDOR SET: 01 CITY OF MAIZE AP  
PACKET: 00073 KACE MEETING  
FUND : 01 GENERAL  
DEPARTMENT: 10 ADMINISTRATION

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0290	WILD THYME CAFE & BAKER	I-201302010400	01 -5-10-8603	WILD THYME CAFE & BAKERY	055870	99.00
					DEPARTMENT 10 ADMINISTRATION	TOTAL: 99.00
					FUND 01 GENERAL	TOTAL: 99.00
					REPORT GRA TOTAL:	99.00

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2013	01 -5-10-8603	COMMODITIES	99.00	7,700	1,631.84				
		** 2013 YEAR TOTALS	99.00						

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
01 -10	ADMINISTRATION	99.00
01 TOTAL	GENERAL	99.00
	** TOTAL **	99.00

NO ERRORS

\*\* END OF REPORT \*\*

CITY OF MAIZE  
MTD TREASURERS REPORT  
AS OF: FEBRUARY 28TH, 2013

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
01 -GENERAL	989,421.95	87,614.08	222,827.67	854,208.36	0.00	( 760.83)	853,447.53
02 -STREETS	87,181.76	12,500.00	32,188.86	67,492.90	0.00	0.00	67,492.90
04 -CAPITAL IMPROVEMENTS	253,685.84	16,767.85	7,156.95	263,296.74	0.00	0.00	263,296.74
05 -LONG-TERM PROJECTS	( 535,942.15)	0.00	80,025.15	( 615,967.30)	0.00	0.00	( 615,967.30)
10 -EQUIPMENT RESERVE	78,132.40	8,883.83	0.00	87,016.23	0.00	0.00	87,016.23
11 -POLICE TRAINING	10,276.65	324.00	0.00	10,600.65	0.00	0.00	10,600.65
12 -MUNICIPAL COURTS	11,542.59	6,375.00	0.00	17,917.59	0.00	0.00	17,917.59
16 -BOND & INTEREST	734,251.69	52,674.14	153,793.25	633,132.58	0.00	0.00	633,132.58
19 -WASTEWATER RESERVE	144,669.40	1,000.00	0.00	145,669.40	0.00	0.00	145,669.40
20 -WASTEWATER TREATMENT	267,976.50	59,209.88	57,614.30	269,572.08	0.00	0.00	269,572.08
21 -WATER	256,993.20	59,637.85	53,431.43	263,199.62	0.00	0.00	263,199.62
22 -WATER RESERVE	89,463.81	1,000.00	0.00	90,463.81	0.00	0.00	90,463.81
23 -WATER BOND DEBT	246,000.00	2,000.00	0.00	248,000.00	0.00	0.00	248,000.00
24 -WASTEWATER DEBT	125,800.09	2,000.00	0.00	127,800.09	0.00	0.00	127,800.09
32 -DRUG TAX DISTRIBUTION	6,906.15	0.00	0.00	6,906.15	0.00	0.00	6,906.15
33 -BYRNE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35 -D.A.R.E.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38 -CAFETERIA PLAN	698.00	1,650.36	3,925.00	( 1,576.64)	0.00	0.00	( 1,576.64)
40 -CARLSON ASSESSMENTS	48,325.35	3,374.20	0.00	51,699.55	0.00	0.00	51,699.55
47 -53RD & MAIZE RD EXPANSION	681,750.86	0.00	1,971.93	679,778.93	0.00	0.00	679,778.93
54 -FIDDLERS COVE PH 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
56 -IMAX PROJECT PRE DEVELOP	12,563.66	0.00	0.00	12,563.66	0.00	0.00	12,563.66
57 -EMERALD SPRINGS	268,195.68	0.00	0.00	268,195.68	0.00	0.00	268,195.68
60 -WATERCRESS 2ND PH 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61 -CARRIAGE CROSSING VI	115,900.21	0.00	0.00	115,900.21	0.00	0.00	115,900.21
65 -EAGLE NEST	45,678.56	0.00	0.00	45,678.56	0.00	0.00	45,678.56
67 -WATERCRESS ADDITION PH 2	11,397.73	0.00	0.00	11,397.73	0.00	0.00	11,397.73
68 -FIDDLERS COVE PHASE 2	267.35	0.00	0.00	267.35	0.00	0.00	267.35
69 -HAMPTON LAKES PHASE 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
70 -WATERCRESS VILLAGE ADDITI	33,187.45	0.00	0.00	33,187.45	0.00	0.00	33,187.45
71 -FIDDLERS COVE 3RD	( 342.00)	0.00	0.00	( 342.00)	0.00	0.00	( 342.00)
72 -TIMBER RIDGE ADDITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
73 -HAMPTON LAKES COMMERCIAL	597.32	0.00	0.00	597.32	0.00	0.00	597.32
74 -HAMPTON LAKES 2ND ADDITIO	49,854.35	0.00	0.00	49,854.35	0.00	0.00	49,854.35
75 -MYSTIC LAKES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
76 -SERIES 2010 GO BOND REF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
77 -SERIES 2012 WW BOND REF	8,064.00	0.00	0.00	8,064.00	0.00	0.00	8,064.00
98 -MAIZE CEMETERY	153,179.66	1,050.00	1,242.45	152,987.21	0.00	0.00	152,987.21
<b>GRAND TOTAL</b>	<b>4,195,678.06</b>	<b>316,061.19</b>	<b>614,176.99</b>	<b>3,897,562.26</b>	<b>0.00</b>	<b>( 760.83)</b>	<b>3,896,801.43</b>

\*\*\* END OF REPORT \*\*\*

CITY OF MAIZE  
YTD TREASURERS REPORT  
AS OF: FEBRUARY 28TH, 2013

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
01 -GENERAL	478,508.75	821,633.04	445,933.43	854,208.36	0.00	( 760.83)	853,447.53
02 -STREETS	76,178.30	46,546.39	55,231.79	67,492.90	0.00	0.00	67,492.90
04 -CAPITAL IMPROVEMENTS	250,032.96	33,564.46	20,300.68	263,296.74	0.00	0.00	263,296.74
05 -LONG-TERM PROJECTS	( 519,498.36)	0.00	96,468.94	( 615,967.30)	0.00	0.00	( 615,967.30)
10 -EQUIPMENT RESERVE	69,249.29	17,766.94	0.00	87,016.23	0.00	0.00	87,016.23
11 -POLICE TRAINING	10,549.15	764.00	712.50	10,600.65	0.00	0.00	10,600.65
12 -MUNICIPAL COURTS	9,431.09	8,636.50	150.00	17,917.59	0.00	0.00	17,917.59
16 -BOND & INTEREST	348,652.20	559,567.38	275,087.00	633,132.58	0.00	0.00	633,132.58
19 -WASTEWATER RESERVE	143,669.40	2,000.00	0.00	145,669.40	0.00	0.00	145,669.40
20 -WASTEWATER TREATMENT	266,684.09	124,911.16	122,023.17	269,572.08	0.00	0.00	269,572.08
21 -WATER	256,838.82	122,551.71	116,129.60	263,260.93	61.31	0.00	263,199.62
22 -WATER RESERVE	88,463.81	2,000.00	0.00	90,463.81	0.00	0.00	90,463.81
23 -WATER BOND DEBT	244,000.00	4,000.00	0.00	248,000.00	0.00	0.00	248,000.00
24 -WASTEWATER DEBT	123,800.09	4,000.00	0.00	127,800.09	0.00	0.00	127,800.09
32 -DRUG TAX DISTRIBUTION	6,906.15	0.00	0.00	6,906.15	0.00	0.00	6,906.15
33 -BYRNE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35 -D.A.R.E.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38 -CAFETERIA PLAN	1,722.58	1,650.36	4,949.58	( 1,576.64)	0.00	0.00	( 1,576.64)
40 -CARLSON ASSESSMENTS	44,951.15	6,748.40	0.00	51,699.55	0.00	0.00	51,699.55
47 -53RD & MAIZE RD EXPANSION	712,360.91	0.00	32,581.98	679,778.93	0.00	0.00	679,778.93
54 -FIDDLERS COVE PH 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
56 -IMAX PROJECT PRE DEVELOP	12,563.66	0.00	0.00	12,563.66	0.00	0.00	12,563.66
57 -EMERALD SPRINGS	268,195.68	0.00	0.00	268,195.68	0.00	0.00	268,195.68
60 -WATERCRESS 2ND PH 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61 -CARRIAGE CROSSING VI	115,900.21	0.00	0.00	115,900.21	0.00	0.00	115,900.21
65 -EAGLE NEST	45,678.56	0.00	0.00	45,678.56	0.00	0.00	45,678.56
67 -WATERCRESS ADDITION PH 2	11,397.73	0.00	0.00	11,397.73	0.00	0.00	11,397.73
68 -FIDDLERS COVE PHASE 2	267.35	0.00	0.00	267.35	0.00	0.00	267.35
69 -HAMPTON LAKES PHASE 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
70 -WATERCRESS VILLAGE ADDITI	33,187.45	0.00	0.00	33,187.45	0.00	0.00	33,187.45
71 -FIDDLERS COVE 3RD	( 342.00)	0.00	0.00	( 342.00)	0.00	0.00	( 342.00)
72 -TIMBER RIDGE ADDITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
73 -HAMPTON LAKES COMMERCIAL	597.32	0.00	0.00	597.32	0.00	0.00	597.32
74 -HAMPTON LAKES 2ND ADDITIO	49,854.35	0.00	0.00	49,854.35	0.00	0.00	49,854.35
75 -MYSTIC LAKES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
76 -SERIES 2010 GO BOND REF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
77 -SERIES 2012 WW BOND REF	8,064.00	0.00	0.00	8,064.00	0.00	0.00	8,064.00
98 -MAIZE CEMETERY	149,419.94	6,075.52	2,508.25	152,987.21	0.00	0.00	152,987.21
<b>GRAND TOTAL</b>	<b>3,307,284.63</b>	<b>1,762,415.86</b>	<b>1,172,076.92</b>	<b>3,897,623.57</b>	<b>61.31</b>	<b>( 760.83)</b>	<b>3,896,801.43</b>

\*\*\* END OF REPORT \*\*\*

CITY OF MAIZE  
REVENUE & EXPENSE PROOF (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2013

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01 -GENERAL					
TOTAL REVENUES	2,447,327.00	87,614.08	821,633.04	33.57	1,625,693.96
TOTAL EXPENSES	2,717,755.00	222,827.67	445,933.43	16.41	2,271,821.57
REVENUES OVER/(UNDER) EXPENDITURES	( 270,428.00)	( 135,213.59)	375,699.61	(	646,127.61)
02 -STREETS					
TOTAL REVENUES	279,140.00	12,500.00	46,546.39	16.67	232,593.61
TOTAL EXPENSES	251,050.00	32,188.86	55,231.79	22.00	195,818.21
REVENUES OVER/(UNDER) EXPENDITURES	28,090.00	( 19,688.86)	( 8,685.40)		36,775.40
04 -CAPITAL IMPROVEMENTS					
TOTAL REVENUES	200,700.00	16,767.85	33,564.46	16.72	167,135.54
TOTAL EXPENSES	389,000.00	7,156.95	20,300.68	5.22	368,699.32
REVENUES OVER/(UNDER) EXPENDITURES	( 188,300.00)	9,610.90	13,263.78	(	201,563.78)
05 -LONG-TERM PROJECTS					
TOTAL EXPENSES	0.00	80,025.15	96,468.94	0.00	( 96,468.94)
REVENUES OVER/(UNDER) EXPENDITURES	0.00	( 80,025.15)	( 96,468.94)		96,468.94
10 -EQUIPMENT RESERVE					
TOTAL REVENUES	106,550.00	8,883.83	17,766.94	16.67	88,783.06
TOTAL EXPENSES	100,000.00	0.00	0.00	0.00	100,000.00
REVENUES OVER/(UNDER) EXPENDITURES	6,550.00	8,883.83	17,766.94	(	11,216.94)
11 -POLICE TRAINING					
TOTAL REVENUES	10,000.00	324.00	764.00	7.64	9,236.00
TOTAL EXPENSES	10,000.00	0.00	712.50	7.13	9,287.50
REVENUES OVER/(UNDER) EXPENDITURES	0.00	324.00	51.50	(	51.50)
12 -MUNICIPAL COURTS					
TOTAL REVENUES	0.00	6,375.00	8,636.50	0.00	( 8,636.50)
TOTAL EXPENSES	0.00	0.00	150.00	0.00	( 150.00)
REVENUES OVER/(UNDER) EXPENDITURES	0.00	6,375.00	8,486.50	(	8,486.50)
16 -BOND & INTEREST					
TOTAL REVENUES	1,648,989.00	52,674.14	559,567.38	33.93	1,089,421.62
TOTAL EXPENSES	1,968,272.00	153,793.25	275,087.00	13.98	1,693,185.00
REVENUES OVER/(UNDER) EXPENDITURES	( 319,283.00)	( 101,119.11)	284,480.38	(	603,763.38)
19 -WASTEWATER RESERVE					
TOTAL REVENUES	12,000.00	1,000.00	2,000.00	16.67	10,000.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	12,000.00	1,000.00	2,000.00		10,000.00

CITY OF MAIZE  
REVENUE & EXPENSE PROOF (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2013

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>20 -WASTEWATER TREATMENT</b>					
TOTAL REVENUES	657,340.00	59,209.88	124,911.16	19.00	532,428.84
TOTAL EXPENSES	657,340.00	57,614.30	122,023.17	18.56	535,316.83
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	1,595.58	2,887.99	(	2,887.99)
<b>21 -WATER</b>					
TOTAL REVENUES	737,800.00	59,637.85	122,551.71	16.61	615,248.29
TOTAL EXPENSES	737,800.00	53,431.43	116,129.60	15.74	621,670.40
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	6,206.42	6,422.11	(	6,422.11)
<b>22 -WATER RESERVE</b>					
TOTAL REVENUES	12,000.00	1,000.00	2,000.00	16.67	10,000.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	12,000.00	1,000.00	2,000.00		10,000.00
<b>23 -WATER BOND DEBT</b>					
TOTAL REVENUES	24,000.00	2,000.00	4,000.00	16.67	20,000.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	24,000.00	2,000.00	4,000.00		20,000.00
<b>24 -WASTEWATER DEBT</b>					
TOTAL REVENUES	24,000.00	2,000.00	4,000.00	16.67	20,000.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	24,000.00	2,000.00	4,000.00		20,000.00
<b>32 -DRUG TAX DISTRIBUTION</b>					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
<b>33 -BYRNE GRANT</b>					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
<b>35 -D.A.R.E.</b>					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
<b>38 -CAFETERIA PLAN</b>					
TOTAL REVENUES	0.00	1,650.36	1,650.36	0.00 (	1,650.36)
TOTAL EXPENSES	0.00	3,925.00	4,949.58	0.00 (	4,949.58)
REVENUES OVER/ (UNDER) EXPENDITURES	0.00 (	2,274.64) (	3,299.22)		3,299.22

CITY OF MAIZE  
REVENUE & EXPENSE PROOF (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2013

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
40 -CARLSON ASSESSMENTS					
TOTAL REVENUES	0.00	3,374.20	6,748.40	0.00 (	6,748.40)
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3,374.20	6,748.40	(	6,748.40)
47 -53RD & MAIZE RD EXPANSION					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	1,971.93	32,581.98	0.00 (	32,581.98)
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	1,971.93) (	32,581.98)		32,581.98
54 -FIDDLERS COVE PH 1					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
56 -IMAX PROJECT PRE DEVELOP					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
57 -EMERALD SPRINGS					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
60 -WATERCRESS 2ND PH 1					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
61 -CARRIAGE CROSSING VI					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
65 -EAGLE NEST					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
67 -WATERCRESS ADDITION PH 2					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00

CITY OF MAIZE  
REVENUE & EXPENSE PROOF (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2013

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
68 -FIDDLERS COVE PHASE 2					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
69 -HAMPTON LAKES PHASE 3					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
70 -WATERCRESS VILLAGE ADDITI					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
71 -FIDDLERS COVE 3RD					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
72 -TIMBER RIDGE ADDITION					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
73 -HAMPTON LAKES COMMERCIAL					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
74 -HAMPTON LAKES 2ND ADDITIO					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
75 -MYSTIC LAKES					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
76 -SERIES 2010 GO BOND REF					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00

CITY OF MAIZE  
 REVENUE & EXPENSE PROOF (UNAUDITED)  
 AS OF: FEBRUARY 28TH, 2013

16.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
77 -SERIES 2012 WW BOND REF					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
<hr/>					
98 -MAIZE CEMETERY					
TOTAL REVENUES	0.00	1,050.00	6,075.52	0.00 (	6,075.52)
TOTAL EXPENSES	0.00	1,242.45	2,508.25	0.00 (	2,508.25)
REVENUES OVER/ (UNDER) EXPENDITURES	0.00 (	192.45)	3,567.27	(	3,567.27)
<hr/>					
GRAND TOTAL REVENUES	6,159,846.00	316,061.19	1,762,415.86	28.61	4,397,430.14
GRAND TOTAL EXPENSES	6,831,217.00	614,176.99	1,172,076.92	17.16	5,659,140.08
REVENUES OVER/ (UNDER) EXPENDITURES	( 671,371.00) (	298,115.80)	590,338.94	(	1,261,709.94)

\*\*\* END OF REPORT \*\*\*

PERIOD: 2/01/2013 - 2/28/2013

ACCOUNT: 99-1-1001 POOL CASH

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	334,870.53	GL ACCOUNT BALANCE:	151,956.11
DEPOSITS:	+ 423,629.65	OUTSTANDING DEPOSITS:	- 1,688.24
WITHDRAWALS:	+ 518,356.23CR	OUTSTANDING CHECKS:	- 89,876.08CR
ADJUSTMENTS:	+ 479.76CR	ADJUSTMENTS:	+ 479.76CR
ENDING STATEMENT BALANCE:	239,664.19	ADJUSTED GL ACCOUNT BALANCE:	239,664.19

STATEMENT BALANCE: 239,664.19  
 BANK DIFFERENCE: 0.00  
 G/L DIFFERENCE: 0.00

PERIOD: 2/01/2013 - 2/28/2013

ACCOUNT: 99-1-1002 MONEY MARKET ACCOUNT

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	3,792,101.05	GL ACCOUNT BALANCE:	3,592,101.05
DEPOSITS:	+ 200,000.00CR	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 0.00	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 347.77	ADJUSTMENTS:	+ 347.77
ENDING STATEMENT BALANCE:	<u>3,592,448.82</u>	ADJUSTED GL ACCOUNT BALANCE:	<u>3,592,448.82</u>
STATEMENT BALANCE:	3,592,448.82		
BANK DIFFERENCE:	0.00		
G/L DIFFERENCE:	0.00		

CLEARED DEPOSITS:

2/27/2013 022813 TRANSFER FROM MM TO CHECKING 200,000.00CR

TOTAL CLEARED DEPOSITS: 200,000.00CR

CLEARED CHECKS:

No Items.

CLEARED OTHER:

No Items.

PERIOD: 2/01/2013 - 2/28/2013

ACCOUNT: 99-1-1003 CEMETERY OPERATIONS

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	62,682.60	GL ACCOUNT BALANCE:	62,490.15
DEPOSITS:	+	OUTSTANDING DEPOSITS:	-
WITHDRAWALS:	+ 192.45CR	OUTSTANDING CHECKS:	-
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	+ 0.00	ADJUSTED GL ACCOUNT BALANCE:	+ 0.00
	62,490.15		62,490.15
STATEMENT BALANCE:	62,490.15		
BANK DIFFERENCE:	0.00		
G/L DIFFERENCE:	0.00		

CLEARED DEPOSITS:

2/28/2013 022813 TRANSFER FROM CEMETERY 1,242.45CR  
 TOTAL CLEARED DEPOSITS: 1,242.45CR

CLEARED CHECKS:  
No Items.

CLEARED OTHER: 2/27/2013 022713 TRANSFER DEPOSIT TO CEMETERY 1,050.00  
 TOTAL CLEARED OTHER: 1,050.00

PERIOD: 2/01/2013 - 2/28/2013

ACCOUNT: 99-1-1004 CEMETERY CD

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:		90,386.11	GL ACCOUNT BALANCE:		90,386.11
DEPOSITS:	+	0.00	OUTSTANDING DEPOSITS:	-	0.00
WITHDRAWALS:	+	0.00	OUTSTANDING CHECKS:	-	0.00
ADJUSTMENTS:		0.00	ADJUSTMENTS:	+	0.00
ENDING STATEMENT BALANCE:		<u>90,386.11</u>	ADJUSTED GL ACCOUNT BALANCE:		<u>90,386.11</u>
STATEMENT BALANCE:		90,386.11			
BANK DIFFERENCE:		0.00			
G/L DIFFERENCE:		0.00			



## Compliance Officer Position Description

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**Status:** Non-Exempt, Full-Time Position  
**Supervisor Title:** Public Works Director  
**Department:** Administration

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### **Responsibilities:**

- Responsible for enforcement, inspection and compliance of Codes and Regulations
- Assist with disseminating and compliance of planning, zoning, and storm water regulations
- Prepare evidence and appear in court as deemed necessary
- Attend various meetings as deemed necessary
- Promote the good will of the City
- Perform other tasks as assigned

### **Skills:**

- Working knowledge of Public Works activities
- Working knowledge of Storm Water Best Management Practices (BMPs)
- Working knowledge of codes and regulations
- Ability to be a pass City-administered certification test
- Ability to deal firmly, but courteously with the public
- Ability to research, analyze and present data in both formal and informal public settings
- Working knowledge of Microsoft Office and other computer software
- Ability to work independently and in a team environment
- Ability to prioritize a work schedule
- Ability to be punctual and in regular attendance

### **Education:**

- High School Graduate
- Kansas Class B CDL with air brake endorsement

### **Physical Requirements:**

- Ability to lift and carry up to 90 pounds
- Ability to use a jackhammer and chainsaw safely and effectively
- Ability to work outdoors during all types of weather for long periods of time
- Able to work emergencies any time: snow/ice removal, flood, wind damage and other duties that present themselves

### **Experience:**

- Public Works background preferred

**MINUTES-REGULAR MEETING  
MAIZE CITY COUNCIL  
Monday, March 19, 2012**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **March 19, 2012** in the Maize City Hall, 10100 Grady Avenue, with *Mayor Clair Donnelly* presiding. Council members present were *Kevin Reid, Alex McCreath, Donna Clasen, Pat Stivers, and Karen Fitzmier.*

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

**APPROVAL OF AGENDA:**

The Agenda was submitted for Council approval.

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

**CONSENT AGENDA:**

The Consent Agenda was submitted for approval including the Disbursement Report of checks #53950 through #54110 in the amount of \$486,976.92; the Council Minutes of February 20, 2012 and March 5, 2012 for approval and the Tree & Park Board Minutes of February 14, 2012 for receipt and file.

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

**RECESS OF THE REGULAR COUNCIL MEETING:**

*Mayor Donnelly* recessed the regular council meeting at 7:05 p.m.

**PUBLIC BUILDING COMMISSION MEETING:**

The Maize Public Building Commission (MPBC) annual meeting was called to order at 7:05 p.m. Members present were: *Clair Donnelly*, Chairman, *Kevin Reid, Alex McCreath, Donna Clasen, Pat Stivers, and Karen Fitzmier.* *Marv Fisher* and *Andy Schlapp* were absent.

**APPROVAL OF MINUTES:**

The minutes from the MPBC meeting of April 18, 2011 were submitted for approval.

**MOTION:** *Clasen* moved to approve the minutes of the April 18, 2011 MPBC meeting.  
*Stivers* seconded. Motion declared carried.

**2011 ANNUAL FINANCIAL REPORT:**

The MPBC Summary Financial Information for January 1, 2005 through December 31, 2011 was submitted for receipt and file.

**MOTION:** *Clasen* moved to receive and file the Maize Public Building Commission Summary Financial Information for January 1, 2005 through December 31, 2011.  
*Fitzmier* seconded. Motion declared carried.

**TAX EXEMPT FINANCING COMPLIANCE PROCEDURE:**

A resolution that provides for tax-exempt financing compliance procedures was submitted for approval.

**MOTION:** *Clasen* moved to adopt the resolution providing for a tax-exempt financing compliance procedure relating to obligations issued and to be issued by the MPBC.  
*McCreath* seconded. Motion declared carried.

*Secretary assigned Resolution #MPBC 09-12.*

**ADJOURNMENT:**

With no further business before the Commission,

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

*Mayor Donnelley* reconvened the regular Council meeting at 7:20 p.m.

**2011 INDEPENDENT AUDITORS REPORT:**

*Randy Ford*, with Busby, Ford & Reimer, LLC presented the 2011 Audit Report to the Council.

**MOTION:** *Clasen* moved to receive and file the 2011 Independent Auditors Report.  
*McCreath* seconded. Motion declared carried.

**PURCHASE POLICY:**

An updated City of Maize Purchasing Policy was submitted for Council approval. Council suggested changes.

**MOTION:** *Clasen* moved to postpone this item and directed staff to bring back a revised policy with the suggested changes to the next regular Council meeting.  
*Fitzmier* seconded. Motion declared carried.

**FEMA ORDINANCE:**

An ordinance amending sections of the City Code relating to floodplain management was submitted for Council approval.

**MOTION:** *Clasen* moved to approve the ordinance amending sections 16-401, 16-403 and 16-405 and repealing the existing sections 16-401, 16-403 and 16-405.  
*Stivers* seconded. Motion declared carried.

*City Clerk assigned Ordinance #847.*

**AMENDMENTS TO MAIZE COMPREHENSIVE PLAN:**

Amendments to the Maize Comprehensive Plan were submitted for Council approval.

**MOTIN:** *Clasen* moved to postpone this item until the next regular Council meeting and directed staff to include an updated land use map and an updated acknowledgement page.  
*Reid* seconded. Motion declared carried.

**ADJOURNMENT:**

With no further business before the Council,

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

Respectfully submitted by: \_\_\_\_\_  
Jocelyn Reid, City Clerk

**MINUTES-REGULAR MEETING  
MAIZE CITY COUNCIL  
Monday, August 20, 2012**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **August 20, 2012** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Donna Clasen, Alex McCreath, Pat Stivers, Kevin Reid** and **Karen Fitzmier**.

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

**APPROVAL OF AGENDA:**

The Agenda was submitted with the following changes: Item #7 and the Public Building Commission meeting were removed.

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

**CONSENT AGENDA:**

The Consent Agenda was submitted for approval including the Disbursement Report of checks #54816 through #54958 in the amount of \$1,066,704.85; the Council Minutes of July 9, July 16 and August 6, 2012, for approval; the Planning Commission minutes of June 7, 2012 and the Tree & Park Board minutes of June 12 and July 10, 2012 for receipt and file.

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

**CITY RESOLUTION FOR MPBC REVENUE BONDS (MAIZE REC COMMISSION EXPANSION):**

A resolution requesting that the Maize Public Building Commission issue revenue bonds for the Maize Rec Commission expansion was submitted for Council approval.

**MOTION:** *Clasen* moved to approve the resolution requesting the PBC issue revenue bonds in an amount not to exceed \$350,000.  
*McCreath* seconded. Motion declared carried 4-1 with *Reid* voting No.

*City Clerk assigned Resolution #516-12.*

**RECESS OF THE REGULAR COUNCIL MEETING:**

*Mayor Donnelly* recessed the regular council meeting at 7:05 p.m.

**PUBLIC BUILDING COMMISSION MEETING:**

The Maize Public Building Commission (MPBC) meeting was called to order at 7:10 p.m. Members present were: *Clair Donnelly*, Chairman, *Kevin Reid, Alex McCreath, Donna Clasen, Pat Stivers, Karen Fitzmier* and *Marv Fisher*.

**RESOLUTION OF INTENT TO ISSUE REVENUE BONDS (MAIZE REC COMMISSION EXPANSION):**

A resolution of intent to issue revenue bonds to finance the Maize Rec Commission expansion was submitted for commission approval.

**MOTION:** *Fisher* moved to approve the resolution declaring the PBC's intention to construct the project, to issue revenue bonds and provide for the giving of notice of said intention.  
*Clasen* seconded. Motion declared carried.

*City Clerk assigned Resolution #MPBC10-12.*

**ADJOURNMENT:**

With no further business before the Commission,

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

*Mayor Donnelley* reconvened the regular Council meeting at 7:25 p.m.

**SERIES 2007 WASTEWATER UTILITY REVENUE BONDS REFUNDING:**

Bids for the sale of the Series 2012A Wastewater Utility System Refunding Revenue Bonds were submitted to the Council. Central Sates Capital Markets submitted the low bid with an average net interest rate of 1.204% over the next six years.

An ordinance authorizing the issuance of the Series 2012A Wastewater Refunding Bonds and a resolution prescribing the details of the bonds were also submitted for Council approval.

**MOTION:** *Clasen* moved to accept the low bid from Central States with an average net interest rate of 1.204%.  
*Fitzmier* seconded. Motion declared carried.

**MOTION:** *Clasen* moved to approve the bond ordinance authorizing the issuance of the Series 2012A Bonds.  
*Fitzmier* seconded. Motion declared carried.

*City Clerk assigned Ordinance #850.*

**MOTION:** *Clasen* moved to approve the bond resolution prescribing the details of the Series 2012A Bonds.  
*Fitzmier* seconded. Motion declared carried.

*City Clerk assigned Resolution #517-12.*

**ENGINEERING AGREEMENT FOR CENTRAL STREET IMPROVEMENTS:**

An engineering agreement with Transystems for the design of improvements to Central Street was submitted for Council approval.

**MOTION:** *Clasen* moved to approve the Transystems agreement in an amount not to exceed \$19,300 for the design and authorize the Mayor to sign.  
*McCreath* seconded. Motion declared carried.

**WATERCRESS VILLAGE 2<sup>ND</sup> ADDITION PHASES 2 & 3 WATER DISTRIBUTION AND SANIATRY SEWER CONSTRUCTION BIDS AND CONTRACT:**

A construction bid and contract from Nowak Construction for Watercress Village 2<sup>nd</sup> Addition Phases 2 and 3 water distribution and sanitary sewer improvements were submitted for Council approval.

**MOTION:** *Clasen* moved to accept the Nowak Construction bid and approve the construction agreement with Nowak Construction in an amount not to exceed \$154,074 and authorize the Mayor to sign.  
*Fitzmier* seconded. Motion declared carried.

**FIRE CODE ORDINANCE:**

An ordinance allowing restaurants to accommodate 300 or less patrons and drinking without installing a sprinkler system was submitted for Council approval.

**MOTION:** *Reid* moved to approve the amending fire code ordinance with the change to Group A.2 Section 4 allowing a maximum occupant load of 125 persons in a drinking establishment without a sprinkler system.  
*Stivers* seconded. Motion declared carried.

*City Clerk assigned Ordinance #851.*

**MUD RUN ZONING CASE (#Z-01-012):**

A request for a zone change from SF-5 Single-Family Residential to LC Limited Commercial with a Conditional Use for Outdoor Recreation was submitted for Council action. The case was denied by the Maize Planning Commission.

**MOTION:** *Clasen* moved to support the recommended action of the Planning Commission to deny the zone change request (Case #Z-01-012).  
*Reid* seconded. Motion declared carried.

**ADJOURNMENT:**

With no further business before the Council,

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

Respectfully submitted by: \_\_\_\_\_  
Jocelyn Reid, City Clerk

**MINUTES-REGULAR MEETING  
MAIZE CITY COUNCIL  
Monday, October 15, 2012**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **October 15, 2012** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Donna Clasen, Alex McCreath, Pat Stivers,** and **Kevin Reid.** **Karen Fitzmier** was absent.

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

**APPROVAL OF AGENDA:**

The Agenda was submitted with the following change to the consent agenda – the Bank Reconciliation Report was added to Item #c.

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

**CONSENT AGENDA:**

The Consent Agenda was submitted for approval including the Disbursement Report of checks #55155 through #55297 in the amount of \$480,408.61; the Council Minutes of September 17, 2012, for approval; the Planning Commission minutes of September 6, 2012 for receipt and file (with the addition of listing the absent members) and the adoption of the 2012 Standard Traffic Ordinance (City Clerk assigned Ordinance #855) and the 2012 Uniform Public Offense Code (City Clerk assigned Ordinance #856).

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

**RECESS OF THE REGULAR COUNCIL MEETING:**

*Mayor Donnelly* recessed the regular council meeting at 7:05 p.m.

**PUBLIC BUILDING COMMISSION MEETING:**

The Maize Public Building Commission (MPBC) meeting was called to order at 7:10 p.m. Members present were: *Clair Donnelly,* Chairman, *Kevin Reid, Alex McCreath, Donna Clasen, Pat Stivers* and *Marv Fisher.* *Andy Schlapp* and *Karen Fitzmier* were absent.

**APPROVAL OF AGENDA:**

The agenda was submitted for approval.

**MOTION:** *Stivers* moved to approve the Agenda as presented.  
*Reid* seconded. Motion declared carried.

**BOND RESOLUTION – SERIES 2012 A REVENUE BONDS:**

Bids for the sale of the Series 2012A Revenue Bonds were submitted to the Public Building Commission. Legacy Bank submitted the low bid with an average net interest rate of 1.804%.

**MOTION:** *Stivers* moved to accept the low bid from Legacy Bank with an average net interest rate of 1.804% and the authorize the bid form to be executed.  
*Fisher* seconded. Motion declared carried.

A resolution authorizing and prescribing the details of the bonds was also submitted for approval.

**MOTION:** *Fisher* moved to approve the bond resolution authorizing and prescribing the details for the Series 2012A bonds.  
*Stivers* seconded. Motion declared carried.

*City Clerk assigned Resolution #MPBC 11-12*

**PUBLIC BUILDING COMMISSION AND CABER CONSTRUCTION AGREEMENT:**

A construction agreement between the Maize Public Building Commission and Caber Construction to design and build an addition to the Maize Rec Commission facility was submitted for approval.

**MOTION:** *Clasen* moved to approve the agreement with Caber Construction in an amount not to exceed \$276,007.21 subject to City Attorney approval.  
*McCreath* seconded. Motion declared carried.

**ADJOURNMENT:**

With no further business before the Commission,

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

*Mayor Donnelley* reconvened the regular Council meeting at 7:25 p.m.

**AUTHORIZING ORDINANCE – MAIZE REC COMMISSION EXPANSION:**

An ordinance authorizing the supplemental lease agreement between the City and the Public Building Commission, the sublease addendum between the City and the Maize Rec Commission and related documents was submitted for Council approval.

**MOTION:** *Stivers* moved to approve the ordinance authorizing the lease, the sublease and related documents.  
*Clasen* seconded. Motion declared carried.

*City Clerk assigned Ordinance #857.*

**CUSTOMER SERVICE POLICY:**

A revised customer service plan for the water and sewer system was submitted for Council approval.

**MOTION:** *Clasen* moved to table the Customer Service Policy.  
*Stivers* seconded. Motion declared carried.

**ADJOURNMENT:**

With no further business before the Council,

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

Respectfully submitted by: \_\_\_\_\_  
Jocelyn Reid, City Clerk

**MAIZE PUBLIC BUILDING COMMISSION  
ANNUAL MEETING  
MONDAY, March 18, 2013**

**AGENDA ITEM #4**

**ITEM:**       **Summary Financial Information – January 1, 2005 through  
December 31, 2012**

**BACKGROUND:**

Randy Ford of Busby, Ford and Reimer, LLC has prepared the Maize Public Building Commission Summary Financial Information report for the period January 1, 2005 through December 31, 2012. This report is done in conjunction with annual City audit.

**FINANCIAL CONSIDERATIONS:**

None.

**LEGAL CONSIDERATIONS:**

None.

**RECOMMENDATION/ACTION:**

Receive and file the Maize Public Building Commission Summary Financial Information.

# Audit is Included in your Council Packet

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The document was too large to include with the Council Packet.

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, March 19, 2013**

**AGENDA ITEM #7A**

**ITEM:**           **2012 City of Maize Audit**

**BACKGROUND:**

Busby, Ford & Reimer, LLC, Certified Public Accountant/Consultants have completed the outside single independent audit for the 2012 budget year. Randy Ford, City Auditor, will make a presentation to the Council.

Copies of the 2012 Financial Statements are included in the Council packets.

**FINANCIAL CONSIDERATIONS:**

None.

**LEGAL CONSIDERATIONS:**

The audit satisfies the budgeting requirements for the City.

**RECOMMENDATION/ACTION:**

Receive and file the 2012 Independent Auditor's Report.

# Audit is Included in your Council Packet

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The document was too large to include with the Council Packet.

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, MARCH 18, 2013**

**AGENDA ITEM #7B**

**ITEM:**        **Series 2013A Temporary Notes**

**BACKGROUND:**

At the previous meeting, the council authorized bids to be received for the City's Series 2013A Temporary Notes. (These Notes are to provide interim financing for the Maize Road project.)

**FINANCIAL CONSIDERATIONS:**

The Series 2013A Temporary Notes will be due in 2 years, but will be callable (able to be prepaid) on or after April 1, 2014.

Bidders have until 11 AM, March 18, to submit bids to the City Clerk's office. When all bids are received, the City's Financial Advisor (Larry Kleeman) will prepare a bid tab sheet for distribution to the Council Members at the meeting on Monday.

**LEGAL CONSIDERATIONS:**

Bond Counsel (Kim Bell) has prepared a "temp note resolution" authorizing the issuance of the Series 2013A Temporary Notes.

**RECOMMENDATION/ACTION:**

MOTION: Move to accept the low bid from \_\_\_\_\_.

MOTION: Move to approve the "temp note resolution" for the Series 2013A Temporary Notes.

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

**OF**

**THE CITY OF MAIZE, KANSAS**

**ADOPTED**

**MARCH 18, 2013**

**TEMPORARY NOTES  
SERIES 2013A**

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

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TEMPORARY NOTES, SERIES 2013A, OF THE CITY OF MAIZE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

**WHEREAS**, the City (the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (collectively the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Ord./Res. No.</u>	<u>Authority</u>	<u>Authorized Amount</u>
Hampton Lakes Commercial Park Storm Water Improvements	470-09	12-6a01 et. seq.	\$117,000
Hampton Lakes Commercial Park Sanitary Sewer Improvements	471-09	12-6a01 et. seq.	\$64,000
Hampton Lakes Commercial Park Drainage Pond Improvements	472-09	12-6a01 et. seq.	\$328,000
Hampton Lakes Second Addition Paving Improvements - Parkdale Circle & Hampton Lakes Ct.	484-10	12-6a01 et. seq.	\$168,000
Hampton Lakes Second Addition Sanitary Sewer Improvements	482-10	12-6a01 et. seq.	\$92,000
Hampton Lakes Second Addition Storm Water Improvements	481-10	12-6a01 et. seq.	\$226,000
Hampton Lakes Second Addition Water Distribution Improvements	483-10	12-6a01 et. seq.	\$56,000
Carriage Crossing Phase 6 Paving Improvements - High Plains Street Maize Road - Main Trafficway	480-10	12-6a01 et. seq.	\$212,000
Watercress Village Second Addition - Phase 2 - Water Dist.	799; 467-09	12-685 et seq.	\$7,000,000
Watercress Village Second Addition - Phase 2 - Storm Water	509-12	12-6a01 et. seq.	\$57,000
Watercress Village Second Addition - Phase 2 - Paving	512-12	12-6a01 et. seq.	\$249,000
Watercress Village Second Addition - Phase 2 - Sewer	510-12	12-6a01 et. seq.	\$164,000
Watercress Village Second Addition - Phase 3 - Water Dist.	511-12	12-6a01 et. seq.	\$70,000
	513-12	12-6a01 et. seq.	\$57,000

Watercress Village Second Addition - Phase 3 - Paving	514-12	12-6a01 et. seq.	\$103,000
Watercress Village Second Addition - Phase 3 - Sewer	515-12	12-6a01 et. seq.	\$64,000
Woods at Watercress Addition – Water	523-13	12-6a01 et. seq.	\$191,000
Woods at Watercress Addition – Paving	524-13	12-6a01 et. seq.	\$444,000
Woods at Watercress Addition - Sanitary Sewer	525-13	12-6a01 et. seq.	\$222,000
Woods at Watercress Addition - Storm Sewer	526-13	12-6a01 et. seq.	\$164,000
Central Street - 853;			
Main Trafficway	518-12; 522-13	12-685 et. seq.	\$360,000

; and

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

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

**WHEREAS**, the Issuer has heretofore issued the following temporary notes to temporarily finance a portion of the costs of the Improvements (the “Existing Notes”):

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>	<u>Redemption Amount</u>	<u>Redemption Date</u>
A, 2011	03/30/2011	04/01/2013	\$6,240,000	\$5,305,000	\$2,020,000	04/01/2013

; and

**WHEREAS**, all aspects of the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on the Existing Notes by the issuance of additional temporary notes of the Issuer.

**WHEREAS**, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements and to retire a portion of the Existing Notes; and

**WHEREAS**, the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the City on this date, awarded the sale of such Notes to the best bidder; and

**WHEREAS**, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$4,020,000 to pay a portion of the costs of the Improvements and to refund a portion of the Existing Notes.

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

**ARTICLE I**  
**DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, K.S.A. 12-6a01 *et seq.*, and K.S.A. 12-685 *et seq.*, all as amended and supplemented from time to time.

**“Authorized Denomination”** means \$5,000 or any integral multiples thereof.

**["Beneficial Owner”** of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.]

**“Bond and Interest Fund”** means the Bond and Interest Fund of the Issuer for its general obligation bonds.

**“Bond Counsel”** means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**["Cede & Co.”** means Cede & Co., as nominee of DTC.]

**“City”** means the City of Maize, Kansas.

**“Clerk”** means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

**“Consulting Engineer”** means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

**“Costs of Issuance”** means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

**“Dated Date”** means March 28, 2013.

**“Debt Service Account”** means the Debt Service Account for Temporary Notes, Series 2013A (within the Bond and Interest Fund) created pursuant to *Section 501* hereof.

**“Debt Service Requirements”** means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

**“Defaulted Interest”** means interest on any Note which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody's (presently “Aaa”) or Standard & Poor's (presently “AAA”).

**“Derivative”** means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

**“Disclosure Undertaking”** means the Issuer's Omnibus Continuing Disclosure Undertaking relating to certain obligations contained in the SEC Rule.

[“**DTC**” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.]

[“**DTC Representation Letter**” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.]

“**Event of Default**” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

“**Federal Tax Certificate**” means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“**Financeable Costs**” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“**Fiscal Year**” means the twelve month period ending on December 31.

“**Funds and Accounts**” means funds and accounts created by or referred to in *Section 501* hereof.

“**Improvement Fund**” means the Improvement Fund for Temporary Notes, Series 2013A created pursuant to *Section 501* hereof.

“**Improvements**” means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

“**Independent Accountant**” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

“**Interest Payment Date(s)**” means the Maturity of the Note.

**“Issue Date”** means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the City and any successors or assigns.

**“Maturity”** when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**“Mayor”** means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

**“Moody's”** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Note Payment Date”** means any date on which principal of or interest on any Note is payable.

**“Note Register”** means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

**“Note Registrar”** means the State Treasurer and its successors and assigns.

**“Note Resolution”** means this resolution relating to the Notes.

**“Notes”** means the Temporary Notes, Series 2013A, authorized and issued by the Issuer pursuant to this Note Resolution.

**“Notice Address”** means with respect to the following entities:

(a) To the Issuer at:

City Hall  
10100 Grady Avenue  
Maize, Kansas 67101  
Fax: (316) 722-0346

(b) To the Paying Agent at:

State Treasurer of the State of Kansas  
Landon Office Building  
900 Southwest Jackson, Suite 201  
Topeka, Kansas 66612-1235  
Fax: (785) 296-6976

(c) To the Purchaser:

[\_\_\_\_\_  
[\_\_\_\_\_  
[\_\_\_\_\_  
Fax: [\_\_\_\_\_]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk  
7 World Trade Center  
250 Greenwich Street  
23rd Floor  
New York, New York 10007

Standard & Poor's, a division of  
The McGraw-Hill Companies, Inc.  
55 Water Street, 38th Floor  
New York, New York 10004

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

**“Official Statement”** means Issuer’s Official Statement relating to the Notes.

**“Outstanding”** means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Section 701* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

**“Owner”** when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

**[“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.]

**“Paying Agent”** means the State Treasurer, and any successors and assigns.

**“Permitted Investments”** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Purchase Price”** means [\_\_\_% of] the principal amount of the Notes plus accrued interest to the date of delivery[, plus a premium of \$\_\_\_\_\_] [, less an underwriting discount of \$\_\_\_\_\_] [, less an original issue discount of \$\_\_\_\_\_].

**“Purchaser”** means [\_\_\_\_\_]. [\_\_\_\_\_], the original purchaser of the Notes, and any successors and assigns.

**“Rating Agency”** means any company, agency or entity that provides financial ratings for the Notes.

**“Rebate Fund”** means the Rebate Fund for Temporary Notes, Series 2013A created pursuant to *Section 501* hereof.

**“Record Dates”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

**“Redemption Date”** when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

**“Redemption Price”** when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Refunded Notes”** means the Series A, 2011 Notes maturing in 2013, in the aggregate principal amount of \$2,020,000.

**“Refunded Notes Paying Agent”** means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

**“Refunded Notes Redemption Date”** means April 1, 2013.

**“Refunded Notes Resolution”** means the resolution which authorized the Refunded Notes.

**["Replacement Notes”** means Notes issued to the Beneficial Owners of the Notes in accordance with *Section 210* hereof.]

**“SEC Rule”** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

**["Securities Depository”** means, initially, DTC, and its successors and assigns.]

**“Series A, 2011 Notes”** means the Issuer's Temporary Notes, Series A, 2011, dated March 30, 2011.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to *Section 205* hereof for the payment of Defaulted Interest.

**“Standard & Poor's”** means Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“State”** means the state of Kansas.

**“State Treasurer”** means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

**“Stated Maturity”** when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

**“Substitute Improvements”** means the substitute or additional improvements of the Issuer described in *Section 504(a)* hereof.

**“Treasurer”** means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

**“United States Government Obligations”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of

obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE NOTES

**Section 201. Authorization of the Notes.** There shall be issued and hereby are authorized and directed to be issued the Temporary Notes, Series 2013A, of the Issuer in the principal amount of \$4,020,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) retire the Refunded Notes; and (c) pay Costs of Issuance.

**Section 202. Description of the Notes.** The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>
<b><u>April 1</u></b>	<b><u>Amount</u></b>	<b><u>of Interest</u></b>
2015	\$4,020,000	_____%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 205* hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

**Section 203. Designation of Paying Agent and Note Registrar.** The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

**Section 204. Method and Place of Payment of the Notes.** The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to [Cede & Co. or] any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

**Section 205. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

**Section 206. Registration, Transfer and Exchange of Notes.** The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Section 304* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to *Section 205* hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

**Section 207. Execution, Registration, Authentication and Delivery of Notes.** Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State

Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

**Section 208. Mutilated, Lost, Stolen or Destroyed Notes.** If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

**Section 209. Cancellation and Destruction of Notes Upon Payment.** All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210. [Book-Entry Notes; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that

operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.]

**Section 211. Nonpresentment of Notes.** If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated March 5, 2013, is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Notes.** The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

### ARTICLE III

#### REDEMPTION OF NOTES

**Section 301. Redemption by Issuer.**

**Optional Redemption.** At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on April 1, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at

any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

**Section 302. Selection of Notes to be Redeemed.** Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least State Treasurer 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

## ARTICLE IV

### SECURITY FOR NOTES

**Section 401. Security for the Notes.** The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, or from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

**Section 402. Levy and Collection of Annual Tax.** The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

## ARTICLE V

### ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

**Section 501. Creation of Funds and Accounts.** Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for Temporary Notes, Series 2013A.
- (b) Debt Service Account for Temporary Notes, Series 2013A.

- (c) Rebate Fund for Temporary Notes, Series 2013A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

**Section 502. Deposit of Note Proceeds.** The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

- (a) All accrued interest and premium, if any, received from the sale of the Notes shall be deposited in the Debt Service Account.

- (b) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

**Section 503. Application of Moneys in the Improvement Fund.** Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) retiring the Refunded Notes; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by **Section 506** hereof.

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Consulting Engineer that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

**Section 504. Substitution of Improvements; Reallocation of Proceeds.**

- (a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

- (b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to

any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

**Section 505. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

**Section 506. Application of Moneys in the Rebate Fund.**

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Notes shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) of the Code in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Notes and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Note Resolution, including in particular *Article VII* hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Notes.

**Section 507. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted

Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

## ARTICLE VI

### DEFAULT AND REMEDIES

**Section 601. Remedies.** The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any

default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with *Section 303(a)* of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

## ARTICLE VIII

### TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions

as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to *Article VII* hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 901. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate and the covenants regarding continuing disclosure contained in *Section 1001* hereof and the Continuing Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

**Section 1002. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

**Section 1003. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

**Section 1004. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

**Section 1005. Electronic Transactions.** The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**Section 1006. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1007. Severability.** If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

**Section 1008. Governing Law.** This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1009. Effective Date.** This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

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**ADOPTED** by the governing body of the Issuer on March 18, 2013.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on March 18, 2013, as the same appears of record in my office.

DATED: March 18, 2013.

\_\_\_\_\_  
Clerk

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**EXHIBIT A  
(FORM OF NOTES)**

**REGISTERED  
NUMBER \_\_\_\_\_**

**REGISTERED  
\$ \_\_\_\_\_**

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF SEDGWICK  
CITY OF MAIZE  
TEMPORARY NOTE  
SERIES 2013A**

<b>Interest</b>	<b>Maturity</b>	<b>Dated</b>	<b>CUSIP:</b>
<b>Rate:</b>	<b>Date: April 1, 2015</b>	<b>Date: March 28, 2013</b>	

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Maize, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity or earlier redemption until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of a payment to [Cede & Co. or

Jany Owner of \$500,000 or more in aggregate principal amount of Notes by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

**ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.**

**Authentication.** This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF MAIZE, KANSAS**

(Facsimile Seal)

By: \_\_\_\_\_  
(manual or facsimile)  
Mayor

ATTEST:

By: \_\_\_\_\_  
(manual or facsimile)  
Clerk

This Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

\_\_\_\_\_ (manual or facsimile)

Clerk

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**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Note is one of a series of Temporary Notes, Series 2013A, of the City of Maize, Kansas, described in the within-mentioned Note Resolution.

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

Office of the State Treasurer,  
Topeka, Kansas,  
as Note Registrar and Paying Agent

By \_\_\_\_\_

Registration Number: \_\_\_\_\_

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(FORM OF REVERSE SIDE OF NOTE)

**ADDITIONAL PROVISIONS**

**Authorization of Notes.** This Note is one of an authorized series of Notes of the Issuer designated "Temporary Notes, Series 2013A," aggregating the principal amount of \$4,020,000 (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 12-6a01 *et seq.*, and K.S.A. 12-685 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Notes constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Note Resolution), or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

**Redemption Prior to Maturity.** The Notes are subject to redemption prior to maturity, as follows:

**Optional Redemption.** At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on April 1, 2014, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at

any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

**Notice of Redemption.** Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Notes and to the Note Registrar in accordance with the Note Resolution. The Issuer shall cause the Note Registrar to notify each Registered Owner at the address maintained on the Note Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Notes or portions of Notes shall cease to bear interest.

**[Book-Entry System.** The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.]

**Transfer and Exchange.** [EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. ] This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor

as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

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**LEGAL OPINION**

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

**GILMORE & BELL, P.C.**

Attorneys at Law

100 N. Main      Suite 800  
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)]

**NOTE ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or  
Taxpayer Identification No.

\_\_\_\_\_  
Signature (Sign here exactly as name(s)  
appear on the face of Certificate)

Signature guarantee:

By \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATE OF CLERK**

STATE OF KANSAS            )  
  ) SS.  
COUNTY OF SEDGWICK    )

The undersigned, Clerk of the City of Maize, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of March 28, 2013.

WITNESS my hand and official seal.

(Facsimile Seal)

\_\_\_\_\_ (facsimile)  
Clerk

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on \_\_\_\_\_.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Treasurer of the State of Kansas

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, MARCH 18, 2013**

**AGENDA ITEM #7C**

**ITEM:**       **Series 2013A General Obligation Bonds**

**BACKGROUND:**

At last month's meeting, the council authorized bids to be received for the City's Series 2013A General Obligation (G.O.) Bonds. (These Bonds are to provide permanent financing for various residential infrastructure projects.)

**FINANCIAL CONSIDERATIONS:**

The Series 2013A G.O. Bonds will have principal amounts coming due over 20 years, but will be callable (able to be prepaid) on or after September 1, 2018. Special assessments are being levied and are intended to provide all the debt service payments on the bonds.

Bidders have until 11 AM, March 18, to submit bids to the City Clerk's office. When all bids are received, the City's Financial Advisor (Larry Kleeman) will prepare a bid tab sheet for distribution to the Council Members at the meeting on Monday.

**LEGAL CONSIDERATIONS:**

Bond Counsel (Kim Bell) has prepared a bond ordinance and resolution authorizing the issuance of the Series 2013A G.O. Bonds.

**RECOMMENDATION/ACTION:**

MOTION: Move to accept the low bid from \_\_\_\_\_.

MOTION: Move to approve the "bond ordinance" authorizing the issuance of the Series 2013A G.O. Bonds.

MOTION: Move to approve the "bond resolution" prescribing the details of the Series 2013A G.O. Bonds.

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

**OF**

**THE CITY OF MAIZE, KANSAS**

**PASSED**

**MARCH 18, 2013**

\_\_\_\_\_  
**GENERAL OBLIGATION BONDS  
SERIES 2013A**

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

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2013A, OF THE CITY OF MAIZE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

**WHEREAS**, the City of Maize, Kansas (the “City”) is a city of the third class, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, pursuant to K.S.A. 12-6a01 *et seq.*, as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the City has caused the following improvements (the “Improvements”) to be made in the City, to-wit:

<b><u>Project Description</u></b>	<b><u>Res. No.</u></b>	<b><u>Authority</u></b>	<b><u>Amount</u></b>
Fiddler’s Cove at Prairie Pines 2 <sup>nd</sup> Addition Phase 2, Sanitary Sewer Improvements	422-08; Waiver	12-6a01 <i>et seq.</i>	\$ 81,000
Fiddler’s Cove at Prairie Pines 2 <sup>nd</sup> Addition Phase 2, Waterline Improvements	423-08; Waiver	12-6a01 <i>et seq.</i>	110,000
Fiddler’s Cove at Prairie Pines 2 <sup>nd</sup> Addition Phase 2, Paving Improvements	424-08; Waiver	12-6a01 <i>et seq.</i>	405,600
Emerald Springs Addition Phase I Paving Improvements	418-07; 427-08	12-6a01 <i>et seq.</i>	633,000
Emerald Springs Addition Phase I Waterline Improvements	418-07; 427-08	12-6a01 <i>et seq.</i>	264,000
Watercress Addition Phase 2 Water Distribution Improvements	429-08; 457-09 Waiver	12-6a01 <i>et seq.</i>	95,000
Watercress Addition Phase 2 Paving Improvements	430-08; 458-09 Waiver	12-6a01 <i>et seq.</i>	285,000
Watercress Addition Phase 2 Sanitary Sewer Improvements	431-08; 459-09	12-6a01 <i>et seq.</i>	125,000
Eagle’s Nest Addition Phase 1 Water Distribution Improvements	437-08	12-6a01 <i>et seq.</i>	182,000
Eagle’s Nest Addition Phase 1 Storm Water Pump Station	438-08	12-6a01 <i>et seq.</i>	250,000
Eagle’s Nest Addition Phase 1 Sanitary Sewer Improvements	439-08	12-6a01 <i>et seq.</i>	404,000
Eagle’s Nest Addition Phase 1 Storm Sewer Improvements	440-08; 445-08	12-6a01 <i>et seq.</i>	357,000
Eagle’s Nest Addition Phase 1 Paving Improvements	441-08	12-6a01 <i>et seq.</i>	576,000
Watercress Village Second Addition Phase 1 Storm Water Improvements	495-11	12-6a01 <i>et seq.</i>	138,000
Watercress Village Second Addition Phase 1 Water Improvements	496-11	12-6a01 <i>et seq.</i>	111,000
Watercress Village Second Addition Phase 1 Paving Improvements	497-11	12-6a01 <i>et seq.</i>	272,000

Watercress Village Second Addition Phase 1 Sanitary Sewer Improvements	500-11	12-6a01 <i>et seq</i>	69,000
<b>Total:</b>			<b>\$4,258,000</b>

**WHEREAS**, all legal requirements pertaining to the Improvements have been complied with, and the governing body of the City now finds and determines that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the Bonds) and related expenses are at least \$3,976,192.03, all of said cost to be paid by the owners of the property within the City benefited by the Improvements, and that the owners of the property benefited by the Improvements have paid \$43,816.31 in cash into the City Treasury on account of the Improvements and there is \$92,375.72 available in the City Treasury to pay part of said cost, leaving \$3,840,000 to be paid for by the issuance of general obligation bonds; and

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

**WHEREAS**, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$3,840,000 of its general obligation bonds to pay a portion of the costs of the Improvements.

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

**Section 1. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*; all as amended and supplemented from time to time.

**“Bond and Interest Fund”** means the Bond and Interest Fund of the City for its general obligation bonds.

**“Bond Resolution”** means the resolution to be adopted by the governing body of the City prescribing the terms and details of the Bonds and making covenants with respect thereto.

**“Bonds”** means the City's General Obligation Bonds, Series 2013A, dated March 28, 2013, authorized by this Ordinance.

**“City”** means the City of Maize, Kansas.

**“Clerk”** means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

**“Improvements”** means the improvements referred to in the preamble to this Ordinance and any Substitute Improvements.

“**Mayor**” means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“**Ordinance**” means this Ordinance authorizing the issuance of the Bonds.

“**Refunded Notes**” means collectively: (a) the Series A, 2011 Notes maturing April 1, 2013, in the aggregate principal amount of \$3,285,000; and (b) the Series B, 2011 Notes maturing October 1, 2013, in the aggregate principal amount of \$510,000.

“**Series A, 2011 Notes**” means the City's Temporary Notes, Series A, 2011, dated March 1, 2011.

“**Series B, 2011 Notes**” means the City's Temporary Notes, Series B, 2011, dated September 29, 2012.

“**State**” means the State of Kansas.

“**Substitute Improvements**” means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

**Section 2. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2013A, of the City in the principal amount of \$3,840,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

**Section 3. Security for the Bonds.** The Bonds shall be general obligations of the City payable as to both principal and interest from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 4. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

**Section 5. Levy and Collection of Annual Tax.** The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or

interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

**Section 6. Further Authority.** The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 7. Governing Law.** This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 8. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor and publication in the official City newspaper.

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**PASSED** by the governing body of the City on March 18, 2013 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

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Mayor

ATTEST:

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Clerk

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**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on March 18, 2013; that the record of the final vote on its passage is found on page \_\_\_\_ of journal \_\_\_\_; and that the Ordinance or a summary thereof was published in the *Clarion* on March 21, 2013.

DATED: March 21, 2013

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Clerk

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

**OF**

**THE CITY OF MAIZE, KANSAS**

**ADOPTED**

**MARCH 18, 2013**

**GENERAL OBLIGATION BONDS  
SERIES 2013A**

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

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2013A, OF THE CITY OF MAIZE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. \_\_\_\_\_ OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

---

**WHEREAS**, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds; and

**WHEREAS**, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

ARTICLE I

DEFINITIONS

**Section 101.** Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*; all as amended and supplemented from time to time.

**“Authorized Denomination”** means \$5,000 or any integral multiples thereof or an integral multiple thereof).

**“Beneficial Owner”** of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

**“Bond and Interest Fund”** means the Bond and Interest Fund of the Issuer for its general obligation bonds.

**“Bond Counsel”** means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

**“Bond Payment Date”** means any date on which principal of or interest on any Bond is payable.

**“Bond Register”** means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

**“Bond Registrar”** means the State Treasurer, and any successors and assigns.

**“Bond Resolution”** means this resolution relating to the Bonds.

**“Bonds”** means the General Obligation Bonds, Series 2013A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

**“Business Day”** means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**“Cede & Co.”** means Cede & Co., as nominee of DTC and any successor nominee of DTC.

**“City”** means the City of Maize, Kansas.

**“Clerk”** means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

**“Costs of Issuance”** means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

**“Costs of Issuance Account”** means the Costs of Issuance Account for General Obligation Bonds, Series 2013A created pursuant to *Section 501* hereof.

**“Dated Date”** means March 28, 2013.

**“Debt Service Account”** means the Debt Service Account for General Obligation Bonds, Series 2013A created within the Bond and Interest Fund pursuant to *Section 501* hereof.

**“Debt Service Requirements”** means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

**“Defaulted Interest”** means interest on any Bond which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody's (presently “Aaa”) or Standard & Poor's (presently “AAA”).

**“Derivative”** means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

**“Disclosure Undertaking”** means the Issuer's Omnibus Continuing Disclosure Undertaking relating to certain obligations contained in the SEC Rule.

**“DTC”** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

**“DTC Representation Letter”** means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

**“Event of Default”** means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

**“Federal Tax Certificate”** means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Fiscal Year”** means the twelve month period ending on December 31.

**“Funds and Accounts”** means funds and accounts created pursuant to or referred to in *Section 501* hereof.

**“Improvements”** means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

**“Independent Accountant”** means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

**“Interest Payment Date(s)”** means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2014.

**“Issue Date”** means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the City and any successors or assigns.

**“Maturity”** when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**“Mayor”** means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

**“Moody's”** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Notice Address”** means with respect to the following entities:

(a) To the Issuer at:

City Hall  
10100 Grady Avenue  
Maize, Kansas 67101  
Fax: (316) 722-0346

(b) To the Paying Agent at:

State Treasurer of the State of Kansas  
Landon Office Building  
900 Southwest Jackson, Suite 201  
Topeka, Kansas 66612-1235  
Fax: (785) 296-6976

(c) To the Purchaser:

xxx  
xxx  
xxx  
Fax: xxx

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk  
7 World Trade Center  
250 Greenwich Street  
23rd Floor  
New York, New York 10007

Standard & Poor's, a division of  
The McGraw-Hill Companies  
55 Water Street, 38th Floor  
New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

**“Official Statement”** means Issuer’s Official Statement relating to the Bonds.

**“Ordinance”** means Ordinance No. \_\_\_\_\_ of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

**“Outstanding”** means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Section 701* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

**“Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

**“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means the State Treasurer, and any successors and assigns.

**“Permitted Investments”** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Purchase Price”** the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of \$ \_\_\_\_\_][, less an underwriting discount of \$ \_\_\_\_\_][, less an original issue discount of \$ \_\_\_\_\_]].

**“Purchaser”** means [\_\_\_\_\_, \_\_\_\_\_], the original purchaser of the Bonds, and any successor and assigns.

**“Rating Agency”** means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

**“Rebate Fund”** means the Rebate Fund for General Obligation Bonds, Series 2013A created pursuant to *Section 501* hereof.

**“Record Dates”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

**“Redemption Date”** means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

**“Redemption Price”** means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Refunded Notes”** means collectively: (a) the Series A, 2011 Notes maturing April 1, 2013, in the aggregate principal amount of \$3,285,000; and (b) the Series B, 2011 Notes maturing October 1, 2013, in the aggregate principal amount of \$510,000.

**“Refunded Notes Paying Agent”** means the respective paying agent for each series of the Refunded Notes as designated in the respective Refunded Notes Resolution, and any successor or successors at the time acting as paying agent for any of the Refunded Notes.

**“Refunded Notes Redemption Date”** means April 1, 2013.

**“Refunded Notes Redemption Fund”** means the Redemption Fund for Refunded Notes created pursuant to *Section 501* hereof.

**“Refunded Notes Resolution”** means each resolution which authorized the Refunded Notes.

**“Replacement Bonds”** means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 210* hereof.

**“SEC Rule”** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

**“Securities Depository”** means, initially, DTC, and its successors and assigns.

**“Series A, 2011 Notes”** means the City's Temporary Notes, Series A, 2011, dated March 1, 2011.

**“Series B, 2011 Notes”** means the City's Temporary Notes, Series B, 2011, dated September 29, 2012.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to *Section 204* hereof for the payment of Defaulted Interest.

“**Standard & Poor's**” means Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“**State**” means the state of Kansas.

“**State Treasurer**” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“**Stated Maturity**” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

[ “**Term Bonds**” means the Bonds scheduled to mature in the year 2033.]

[ “**\_\_\_ Term Bonds**” means the Bonds scheduled to mature in the year \_\_\_\_.]

[ “**2033 Term Bonds**” means the Bonds scheduled to mature in the year 2033.]

[ “**Term Bonds**” means collectively, the \_\_\_ Term Bonds and the 2033 Term Bonds.]

“**Treasurer**” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201.** Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$3,840,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

**Section 202.** Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated

Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

[SERIAL BONDS]

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2014	\$125,000	_____%	2024	\$190,000	_____%
2015	165,000		2025	195,000	
2016	165,000		2026	200,000	
2017	170,000		2027	205,000	
2018	170,000		2028	210,000	
2019	170,000		2029	215,000	
2020	175,000		2030	225,000	
2021	180,000		2031	230,000	
2022	180,000		2032	240,000	
2023	185,000		2033	245,000	

[TERM BONDS]

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2033	\$_____	_____%]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

**Section 203.** Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

**Section 204.** Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

**Section 205.** Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

**Section 206.** Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of

the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Section 303* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to *Section 204* hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

**Section 207.** Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the

Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

**Section 208.** Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

**Section 209.** Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210.** Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such

successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

**Section 211.** Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 212.** Preliminary and Final Official Statement. The Preliminary Official Statement dated March 5, 2013 is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213.** Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

### ARTICLE III

#### REDEMPTION OF BONDS

**Section 301.** Redemption by Issuer.

**Optional Redemption.** At the option of the Issuer, Bonds maturing on September 1 in the years 2019, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on

September 1, 2018, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

**[Mandatory Redemption.** [(a) \_\_\_\_ *Term Bonds.*] The [\_\_\_\_] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [\_\_\_\_] Term Bonds:

<b><u>Principal Amount</u></b> \$	<b><u>Year</u></b>
	*

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\*Final Maturity

[(b) 2033 *Term Bonds.*] The 2033 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such 2033 Term Bonds:

<b><u>Principal Amount</u></b> \$	<b><u>Year</u></b>
	2033*

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\*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be

accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

**Section 302.** Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303.** Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts

of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

## ARTICLE IV

### SECURITY FOR BONDS

**Section 401.** Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 402.** Levy and Collection of Annual Tax; Transfer to Debt Service Account. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

## ARTICLE V

### ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

**Section 501.** Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Redemption Fund for Refunded Notes;
- (b) Debt Service Account for General Obligation Bonds, Series 2013A (within the Bond and Interest Fund);
- (c) Rebate Fund for General Obligation Bonds, Series 2013A; and
- (d) Costs of Issuance Account for General Obligation Bonds, Series 2013A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

**Section 502.** Deposit of Bond Proceeds and Other Moneys. The net proceeds received from the sale of the Bonds and certain other funds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest and premium, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) The sum of \$\_\_\_\_\_ shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited into the Refunded Notes Redemption Fund.
- (d) In addition to proceeds of the Bonds, the Issuer will deposit into the Refunded Notes Redemption Fund the amount of an amount of \$43,816.31, representing special assessments paid in cash for the Improvements.
- (e) Simultaneously with the issuance of the Bonds, the Issuer shall transfer from the Improvement Funds for the Refunded Notes the sum of \$92,375.72 to the Refunded Notes Redemption Fund to provide for payment of the Refunded Notes.

**Section 503.** Application of Moneys in the Refunded Notes Redemption Fund. Moneys in the Refunded Notes Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. The Refunded Notes issued to temporarily finance the costs of the Improvements pending the issuance of the Bonds are hereby called for redemption and payment. The Clerk is authorized and instructed to provide appropriate notice of redemption in accordance with the Refunded Notes Resolution authorizing the issuance of such Refunded Notes. Any moneys remaining in the Refunded Notes Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

**Section 504.** Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and

Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

**Section 505.** Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article VII* hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

**Section 506.** Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Redemption Fund for Refunded Notes may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

**Section 507.** Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to into the Debt Service Account.

## ARTICLE VI

### DEFAULT AND REMEDIES

**Section 601.** Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

**Section 602.** Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

**Section 603.** Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right

or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

**Section 701.** Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Section 303* of this Bond Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

## ARTICLE VIII

### TAX COVENANTS

**Section 801.** General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802.** Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

## ARTICLE X

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 1001.** Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 1002.** Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

**Section 1101.** Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate and covenants regarding continuing disclosure contained in *Section 1001* hereof and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

**Section 1102.** Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

**Section 1103.** Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

**Section 1104.** Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

**Section 1105.** Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**Section 1106.** Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1107.** Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

**Section 1108.** Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1109.** Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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**ADOPTED** by the governing body of the Issuer on March 18, 2013.

(SEAL)

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Mayor

ATTEST:

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Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the governing body on March 18, 2013, as the same appears of record in my office.

DATED: March 18, 2013.

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Clerk

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**EXHIBIT A  
(FORM OF BONDS)**

**REGISTERED  
NUMBER \_\_\_**

**REGISTERED  
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF SEDGWICK  
CITY OF MAIZE  
GENERAL OBLIGATION BOND  
SERIES 2013A**

**Interest  
Rate:**

**Maturity  
Date:**

**Dated  
Date: March 28, 2013**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Maize, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2014 (the “Interest Payment Dates”), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on

the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

**ADDITIONAL PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.**

**Authentication.** This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF,** the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF MAIZE, KANSAS**

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Mayor

ATTEST:

By: \_\_\_\_\_ (facsimile)  
Clerk

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Bond is one of a series of General Obligation Bonds, Series 2013A, of the City of Maize, Kansas, described in the within-mentioned Bond Resolution.

Registration Date \_\_\_\_\_

Office of the State Treasurer,  
Topeka, Kansas,  
as Bond Registrar and Paying Agent

By \_\_\_\_\_

Registration Number \_\_\_\_\_

**(FORM OF REVERSE SIDE OF BOND)**

**ADDITIONAL PROVISIONS**

**Authorization of Bonds.** This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Bonds, Series 2013A," aggregating the principal amount of \$3,840,000 (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-6a01 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Bonds constitute general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Bond Resolution) and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

**Redemption Prior to Maturity.** The Bonds are subject to redemption prior to maturity, as follows:

**Optional Redemption.** At the option of the Issuer, Bonds maturing on September 1 in the years 2019, and thereafter, will be subject to redemption and payment prior to maturity on September 1, 2018, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

**[Mandatory Redemption.** Each of the Bonds maturing on September 1, [\_\_\_\_], [\_\_\_\_ and] 2033 shall also be subject to mandatory redemption and payment prior to maturity pursuant to the

redemption schedule set forth in the Bond Resolution at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.]

**Redemption Denominations.** Whenever the Bond Registrar is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than a minimum Authorized Denomination, if less than all of the Bonds then Outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Bond as though it were a separate Bond in the denomination of a minimum Authorized Denomination.

**Notice of Redemption.** Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Bonds and to the Bond Registrar in accordance with the Bond Resolution. The Issuer shall cause the Bond Registrar to notify each Registered Owner at the address maintained on the Bond Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

**Book-Entry System.** The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

**Transfer and Exchange.** **EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor

as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

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### **LEGAL OPINION**

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

**GILMORE & BELL, P.C.**  
Attorneys at Law  
100 N. Main Suite 800  
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

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**BOND ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or  
Taxpayer Identification No.

\_\_\_\_\_  
Signature (Sign here exactly as name(s)  
appear on the face of Certificate)

Signature guarantee:

By \_\_\_\_\_

**CERTIFICATE OF CLERK**

STATE OF KANSAS            )  
  ) SS.  
COUNTY OF SEDGWICK    )

The undersigned, Clerk of the City of Maize, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of March 28, 2013.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
  Clerk

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on \_\_\_\_\_.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_  
Treasurer of the State of Kansas

SUMMARY OF BOND ORDINANCE

(PUBLISHED IN THE *CLARION* ON MARCH 21, 2013)

**SUMMARY OF ORDINANCE NO. [\_\_]**

On March 18, 2013, the governing body of the City of Maize, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2013A, OF THE CITY OF MAIZE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The Series 2013A Bonds approved by the Ordinance are being issued in the principal amount of \$3,840,000, to finance certain internal improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 10100 Grady Avenue, Maize, Kansas 67101. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at [www.cityofmaize.org](http://www.cityofmaize.org).

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: MARCH 18, 2013

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City Attorney

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, MARCH 18, 2013**

**AGENDA ITEM #7D**

**ITEM: Omnibus Continuing Disclosure Resolution**

**BACKGROUND:**

Federal securities regulations require issuers of certain municipal bonds (such as the City of Maize) to continue to disclose information about the bonds and the City after the bonds are issued. (This information includes certain financial information and operating data to be filed on an annual basis, and notices of certain material events as they occur.) Larry Kleeman (the City's Financial Advisor) has been making these disclosures.

In the past, each time the City issued bonds or notes, it entered into a separate continuing disclosure agreement (one for each issue of notes or bonds). The document before you tonight would combine/replace these with a single Omnibus Continuing Disclosure Undertaking.

The Omnibus Continuing Disclosure Undertaking will consolidate the continuing disclosure obligations of the City with respect to its outstanding Bonds and Bonds issued in the future payable from the same revenue source and enhance the efficiency of the administration of the Issuer's prior and future disclosure undertakings under the federal regulations.

**LEGAL CONSIDERATIONS:**

Bond Counsel (Kim Bell) has prepared The Omnibus Continuing Disclosure Undertaking as well as the resolution to adopt it.

**RECOMMENDATION/ACTION:**

MOTION: Move to approve resolution providing for the adoption of an Omnibus Continuing Disclosure Undertaking.



316-267-2091 MAIN  
316-262-6523 FAX  
GILMOREBELL.COM

GILMORE & BELL PC  
ONE MAIN PLACE - 100 NORTH MAIN, SUITE 800  
WICHITA, KANSAS 67202-1311

KANSAS CITY  
ST. LOUIS  
OMAHA | LINCOLN

February 12, 2013

Jocelyn Reid, Clerk  
City of Maize, Kansas  
10100 Grady Avenue P.O. Box 245  
Maize, Kansas 67101

Re: City of Maize, Kansas – Omnibus Continuing Disclosure Undertaking

Dear Jocelyn:

The Securities and Exchange Commission (the “SEC”) has promulgated Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (the “Rule”) and regulations relating to continuing disclosure requirements that effect obligations issued by governmental units. Timely and complete continuing disclosure is a major emphasis of federal securities regulators, including the SEC’s recent request for greater authority to regulate disclosures related to municipal securities due to the perceived widespread failure of issuers to comply with continuing disclosure obligations.

The City of Maize, Kansas (the “Issuer”) has heretofore issued certain obligations and anticipates future issuances of additional obligations which are or will be subject to the Rule (collectively, the “Bonds”). In conjunction with issuance of the Bonds, the Issuer has entered into continuing disclosure undertakings to provide for submission of annual reports and notices of certain material events relating to such Bonds while the obligations are outstanding. Such reports and notices are required to be filed with the SEC via the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the Municipal Securities Rulemaking Board, which can be accessed at [www.emma.msrb.org](http://www.emma.msrb.org).

Attached hereto is a form of Omnibus Continuing Disclosure Undertaking which will consolidate the continuing disclosure obligations of the Issuer with respect to its outstanding Bonds and Bonds issued in the future payable from the same revenue source and enhance the efficiency of the administration of the Issuer’s prior and future disclosure undertakings under the Rule.

Also attached hereto is a form Excerpt of Minutes and Resolution adopting the Omnibus Continuing Disclosure Undertaking. We can arrange a special post-issuance securities compliance call or meeting to discuss and answer questions regarding the Omnibus Continuing Disclosure Undertaking, if it would be helpful to you and other Issuer representatives.

After your review of the attachments, if there are no questions or comments, the Resolution and Omnibus Continuing Disclosure Undertaking should be presented to the governing body in connection with the upcoming issuance of General Obligation Bonds and Temporary Notes. Once adopted, please retain a signed a copy of the Excerpt of Minutes, the Resolution and the Omnibus Continuing Disclosure

Jocelyn Reid, Clerk  
Omnibus Continuing Disclosure Undertaking  
Page 2

Undertaking (including Clerk's Certification) in your permanent records and furnish a copy of each to the undersigned for our records.

Should you have any questions, please feel free to contact Pamela Jones or the undersigned.

Very truly yours,

A handwritten signature in black ink that reads "Kim A. Bell". The signature is written in a cursive style with a large, stylized initial "K".

Kim A. Bell

KAB:paj

cc: Larry Kleeman, CityCode Financial, L.L.C.

Enclosures

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**THE CITY OF MAIZE, KANSAS**

**OMNIBUS CONTINUING DISCLOSURE UNDERTAKING**

**DATED AS OF \_\_\_\_\_, 2013**

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## OMNIBUS CONTINUING DISCLOSURE UNDERTAKING

**THIS OMNIBUS CONTINUING DISCLOSURE UNDERTAKING** (the “Disclosure Undertaking”), dated as of \_\_\_\_\_, 2013, is executed and delivered by the City of Maize, Kansas (the “Issuer”).

### RECITALS

1. This Disclosure Undertaking is executed and delivered by the Issuer, pursuant to a resolution adopted by the governing body of the Issuer to consolidate the continuing disclosure obligations of the Issuer with respect to the Bonds and the Prior Undertakings, both as defined below, to enhance efficiency of the administration of Prior Undertakings and promote timely disclosure by the Issuer.

2. The Issuer is executing this Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist each Participating Underwriter in complying with the SEC Rule, as defined below. The Issuer is the only “obligated person,” as defined in the SEC Rule, with responsibility for continuing disclosure hereunder.

3. This Disclosure Undertaking shall apply with respect to any series of Bonds issued prior to the effective date hereof and subject to the SEC Rule.

In consideration of the foregoing, the Issuer covenants and agrees as follows:

**Section 1. Definitions.** In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Disclosure Undertaking, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report filed by the Issuer pursuant to, and as described in, *Section 2* of this Disclosure Undertaking, which may include the Issuer’s CAFR, so long as the CAFR contains the Financial Information and Operating Data.

“**Beneficial Owner**” means, with respect to a series of Bonds, any registered owner of any Bonds of such series and any person which: (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds of such series (including persons holding Bonds through nominees, depositories or other intermediaries); or (b) is treated as the owner of any Bonds of such series for federal income tax purposes.

“**Bond Insurer**” means the provider of the bond insurance policy, if any, for any series of Bonds.

“**Bond Resolution**” means collectively the ordinance(s) and/or resolution(s) of the governing body of the Issuer authorizing the issuance of each series of the Bonds.

“**Bonds**” means all bonds, notes, installment sale agreements, leases or certificates intended to be a debt obligation of the Issuer identified on *Schedule 1* as such schedule may be supplemented and amended and, as context may require, the Bonds of any particular series identified on *Schedule 1*. The Issuer may make future series of Bonds subject to this Disclosure Undertaking by incorporating by reference in a Bond Resolution or executing a certificate to such effect in conjunction with the issuance of such series of Bonds.

**“Business Day”** means a day other than: (a) a Saturday, Sunday or legal holiday; (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the trustee, any paying agent or a Dissemination Agent, as applicable, is located are required or authorized by law to remain closed; or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

**“CAFR”** means the Issuer's Comprehensive Annual Financial Report, if any.

**“Designated Agent”** means Gilmore & Bell, P.C. or one or more other entities designated in writing by the Issuer to serve as a designated agent of the Issuer for purposes of this Disclosure Undertaking.

**“Dissemination Agent”** means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation substantially in the form attached hereto as *Exhibit C*.

**“EMMA”** means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at [www.emma.msrb.org](http://www.emma.msrb.org).

**“Financial Information”** means the financial information of the Issuer described in *Section 2(a)(1)* hereof.

**“Fiscal Year”** means the one-year period ending December 31, or such other date or dates as may be adopted by the Issuer for its general accounting purposes.

**“GAAP”** means generally accepted accounting principles, as applied to governmental units, as in effect at the time of the preparation of the Financial Information.

**“Issuer”** means the City of Maize, Kansas, and any successors or assigns.

**“Material Events”** means any of the events listed in *Section 3(a)* hereof.

**“MSRB”** means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the SEC Rule.

**“Official Statement”** means collectively the Issuer's Official Statement(s) for each series of the Bonds, including all appendices and exhibits thereto.

**“Operating Data”** means the operating data of the Issuer described in *Section 2(a)(2)* hereof.

**“Participating Underwriter”** means each of the original underwriters of a series of Bonds required to comply with the SEC Rule in connection with the offering of such Bonds.

**“Prior Undertakings”** means the prior continuing disclosure undertakings of the Issuer under the SEC Rule.

**“Repository”** means the MSRB via EMMA.

**“SEC”** means the Securities and Exchange Commission of the United States.

“SEC Rule” means Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“System” means the entire waterworks plant and system owned and operated by the Issuer for the production, storage, treatment and distribution of water, to serve the needs of the Issuer and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the Issuer and/or the entire sewerage plant and system owned and operated by the Issuer for the collection, treatment and disposal of sewage, to serve the needs of the Issuer and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the Issuer, as applicable.

## **Section 2. Provision of Annual Reports.**

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than [180][210] days after the end of the Issuer's Fiscal Year, commencing with the Fiscal Year ended in 2012, file with the Repository the Issuer's Annual Report, consisting of the Financial Information and Operating Data described as follows:

(1) **Financial Information.** The financial statements of the Issuer and the System for such prior Fiscal Year, accompanied by an audit report resulting from an audit conducted by an Independent Accountant in conformity with generally accepted auditing standards. Such financial statements will be prepared on a modified accrual basis of accounting other than GAAP for all governmental funds, expendable trust and agency funds which demonstrates compliance with the State's “cash-basis” and “budget” laws. The Issuer has received a waiver from GAAP accounting from the State. A more detailed explanation of the accounting basis is contained in the Official Statement. If such audit report is not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain summary unaudited financial information and the audit report and accompanying financial statements shall be filed in the same manner as the Annual Report promptly after they become available. The method of preparation and basis of accounting of the Financial Information may not be changed to a basis less comprehensive than contained in the Official Statement, unless the Issuer provides notice of such change in the same manner as for a Material Event under **Section 3(b)** hereof.

(2) **Operating Data.** Updates as of the end of the Fiscal Year of certain financial information and operating data described in **Exhibit A**, with such modifications to the formatting and general presentation thereof as deemed appropriate by the Issuer; provided, any substantive change to information provided shall be effected only in accordance with **Section 6** hereof.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the SEC Rule), which have been filed with the Repository, the MSRB or the SEC. If the document included by reference is a final official statement, it must be available from the Repository. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audit report and accompanying financial statements may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are

not available by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3(b)**.

(b) From and after such time that Section (b)(5) of the SEC Rule applies to any series of Bonds, if the Annual Report is not filed within the time period specified in **subsection (a)** hereof, the Issuer shall send a notice to the Repository in a timely manner, in substantially the form attached as **Exhibit B**.

(c) Pursuant to Section (d)(3) of the SEC Rule, the provisions of **Section 2(a)(1)** hereof shall not apply to any Bonds with a stated maturity of 18 months or less.

### **Section 3. Reporting of Material Events.**

(a) No later than 10 Business Days after the occurrence of any of the following Material Events, the Issuer shall give, or cause to be given, to the Repository notice of the occurrence of any of the following Material Events with respect to the Bonds, with copies to the Bond Insurer:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer or System (which shall be deemed to occur as provided in the SEC Rule);
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or System or the sale of all or substantially all of the assets of the Issuer or System, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional paying agent or trustee or the change of name of the paying agent or trustee, if material.

(b) Notwithstanding the foregoing, notice of Material Events described in *subsections (a)(8) and (9)* need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Owners of affected Bonds pursuant to the Bond Resolution.

#### **Section 4. Dissemination Agent.**

(a) **General.** The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as Dissemination Agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Disclosure Undertaking.

(b) **Annual Reports.** Except as provided in *Section 2(c)* hereof, if a Dissemination Agent is appointed, not later than 15 Business Days prior to the date specified in *Section 2(a)* for providing the Annual Report to the Repository, the Issuer shall provide the Annual Report to the Dissemination Agent or the Repository. The Dissemination Agent shall file a report with the Issuer certifying that the Annual Report has been filed pursuant to this Disclosure Undertaking, stating the date it was filed, or that the Issuer has certified to the Dissemination Agent that the Issuer has filed the Annual Report with the Repository. Except as provided in *Section 2(b)* hereof, if the Dissemination Agent has not received an Annual Report or has not received a written notice from the Issuer that it has filed an Annual Report with the Repository, by the date required in *Section 2(a)*, the Dissemination Agent shall send a notice to the Repository in substantially the form attached as *Exhibit A*.

#### (c) **Material Event Notices.**

(1) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the chief financial officer of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to *Section 4(c)(3)*.

(2) Whenever the Issuer obtains knowledge of the occurrence of an event, because of a notice from the Dissemination Agent pursuant to *Section 4(c)(1)* or otherwise, the Issuer shall promptly determine if such event constitutes a Material Event and shall promptly notify the Dissemination Agent of such determination. If appropriate, such writing shall instruct the Dissemination Agent to report the occurrence pursuant to *Section 4(c)(3)*.

(3) If the Dissemination Agent has been given written instructions by the Issuer to report the occurrence of a Material Event pursuant to *Section 4(c)(2)*, the Dissemination Agent shall promptly file a notice of such Material Event with the Repository and provide a copy thereof to the Issuer and the Bond Insurer. Notwithstanding the foregoing, notice of Material Events described in *Sections 3(a)(8) and (9)* need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Owners of affected Bonds pursuant to the Bond Resolution.

(d) **Duties, Immunities and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Undertaking.

(e) **Other Designated Agents.** The Issuer may, from time to time, appoint or designate a Designated Agent to submit Annual Reports, Material Event notices, and other notices or reports pursuant to this Disclosure Undertaking. The Issuer hereby appoints the Dissemination Agent and the Designated Agent(s) solely for the purpose of submitting Issuer-approved Annual Reports, Material Event notices, and other notices or reports pursuant to this Disclosure Undertaking. The Issuer may revoke this designation at any time upon written notice to the Designated Agent.

**Section 5. Termination of Reporting Obligation.** The Issuer's obligations under this Disclosure Undertaking for a particular series of Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of that series of Bonds. If the Issuer's obligations hereunder are assumed in full by some other entity as permitted in the Bond Resolution, such person shall be responsible for compliance with under this Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or assumption occurs prior to the final maturity of such Bonds, the Issuer shall give notice of such termination or assumption in the same manner as for a Material Event under **Section 3(b)**.

## **Section 6. Bonds Subject to this Disclosure Undertaking; Amendment; Waiver.**

(a) All outstanding Bonds as of the date of this Disclosure Undertaking shown on **Schedule 1** are hereby made subject to this Disclosure Undertaking. The Issuer may make any future series of Bonds subject to this Disclosure Undertaking by incorporating by reference in a Bond Resolution or executing a certificate to such effect in conjunction with the issuance of such series of Bonds.

(b) All references to the "Bonds" in this Disclosure Undertaking shall apply separately to each series of Bonds that are or become subject to this Disclosure Undertaking, without further amendment hereto.

(c) Notwithstanding the provisions of **subsection (d)** or anything else contained in this Disclosure Undertaking to the contrary, in conjunction with the public offering of any series of Bonds, the Issuer and the Dissemination Agent may amend the categories of Operating Data to be updated as set forth in **Section 2(a)(2)** and **Exhibit A** to conform to the operating data included in the final Official Statement for such series of Bonds, in conformance with the requirements and interpretations of the SEC Rule as of the date of such final Official Statement, without further amendment to this Disclosure Undertaking. Thereafter, the Operating Data to be filed by the Issuer with the Repository with respect to the Bonds (and all other series of Bonds then subject to this Disclosure Undertaking) shall be deemed to be amended to reflect the requirements of the revised **Exhibit A** for the new series of Bonds.

(d) Except as otherwise provided in **subsection (c)**, the Issuer may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that Bond

Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the SEC Rule and all current amendments thereto and interpretations thereof that are applicable to this Disclosure Undertaking; provided, however, that this Disclosure Undertaking, including *Schedule 1* hereto, may be amended for the purpose of (1) extending the coverage of this Disclosure Undertaking to any additional series of Bonds or (2) removing reference to any series of Bonds for which the Issuer's reporting obligations have terminated in accordance with *Section 5* hereof, each without the provision of a written opinion as otherwise required by this paragraph.

(e) If a provision of this Disclosure Undertaking is amended or waived with respect to a series of Bonds pursuant to *subsection (d)*, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (1) notice of such change shall be given in the same manner as for a Material Event under *Section 3(b)*; and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 7. Additional Information.** Nothing in this Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Disclosure Undertaking, the Issuer shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

**Section 8. Noncompliance.** In the event of a failure of the Issuer or the Dissemination Agent, if any, to comply with any provision of this Disclosure Undertaking with respect to a series of Bonds, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer or the Dissemination Agent, if any, as the case may be, to comply with its obligations under this Disclosure Undertaking. Noncompliance with the provisions of this Disclosure Undertaking shall not be deemed an Event of Default under the Bond Resolution or the Bonds, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Issuer or the Dissemination Agent, if any, to comply with this Disclosure Undertaking shall be an action to compel performance.

**Section 9. Notices.** Any notices or communications to or among the parties referenced in this Disclosure Undertaking shall be given the Notice Representatives at the Notice Addresses set forth in the Bond Resolution for each series of Bonds; provided notice to the Dissemination Agent shall be given at the Notice Address set forth on *Exhibit C* hereto.

**Section 10. Electronic Transactions.** Actions taken hereunder and the arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 11. Beneficiaries.** This Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Dissemination Agent, if any, each Participating Underwriter and Beneficial Owners from time to time with respect to a series of Bonds, and shall create no rights in any other person or entity.

**Section 12. Severability.** If any provision in this Disclosure Undertaking, the Bond Resolution or the Bonds relating hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Disclosure Undertaking shall not in any way be affected or impaired thereby.

**Section 13. Governing Law.** This Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Kansas.

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**IN WITNESS WHEREOF**, the Issuer has caused this Disclosure Undertaking to be executed as of \_\_\_\_\_, 2013.

**CITY OF MAIZE, KANSAS**

(SEAL)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

*SCHEDULE 1*

**DESCRIPTION OF BONDS SUBJECT TO DISCLOSURE UNDERTAKING**

**General Obligation Bonds (Base CUSIP No.: 560687)**

<b><u>Description of Indebtedness</u></b>	<b><u>Dated Date</u></b>	<b><u>Final Maturity</u></b>
Series A, 2007	04/15/2007	10/01/2022
Series B, 2007	09/15/2007	09/01/2028
Series B, 2008	10/15/2008	09/01/2028
Series A, 2011	09/29/2011	10/01/2032
Series 2013A		

**Temporary Notes (Base CUSIP No.: 560687)**

<b><u>Description of Indebtedness</u></b>	<b><u>Dated Date</u></b>	<b><u>Final Maturity</u></b>
Series A, 2011	03/30/2011	04/01/2013
Series B, 2011	09/29/2011	10/01/2013
Series 2012A	03/15/2012	04/01/2014
Series 2013A		

**Revenue Bonds (Base CUSIP No.: 56068L)**

<b><u>Description of Indebtedness</u></b>	<b><u>Dated Date</u></b>	<b><u>Final Maturity</u></b>
Water System Series 2006	01/15/2006	08/01/2031
Wastewater Utility System Refunding Revenue Bonds, Series 2012A	08/30/2012	09/01/2018

**Lease Obligations (Base CUSIP No.: 56068P)**

<b><u>Description of Indebtedness</u></b>	<b><u>Dated Date</u></b>	<b><u>Final Maturity</u></b>
City of Maize, Kansas Public Building Commission Refunding Revenue Bonds, Series A, 2011 (City Government Complex)	04/28/2011	05/01/2031

**EXHIBIT A**

**OPERATING DATA TO BE INCLUDED IN ANNUAL REPORT**

The Operating Data in the sections and tables contained in the most recent Official Statement (with such modifications to the formatting and general presentation thereof as deemed appropriate by the Issuer) generally described as follows:

**Operating Data for General Obligation Bonds, Temporary Notes, Lease Obligations**

- Sources of Revenue
- Assessed Valuation
- Tax Rates
- Aggregate Tax Levies
- Tax Collection Record
- Major Taxpayers
- Debt Summary
- Current Indebtedness of the Issuer
- Overlapping Indebtedness

**Operating Data for Revenue Bonds**

- Debt Structure of the System
- Rate Covenants
- History of Debt Service Coverage

Additionally, the Issuer shall provide updates as of the end of the Fiscal Year for any material adverse changes in the portions of the final Official Statement concerning Property Valuations and Pension and Employee Retirement Plans.

**EXHIBIT B**

**NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT**

**Name of Issuer:** City of Maize, Kansas  
**Name of Bond Issue:** [Description of Bonds], Series [\_\_\_\_], dated as of [Bonds Dated Date]  
**Name of Obligated Person:** City of Maize, Kansas  
**Date of Issuance:** [Bonds Closing Date]

**NOTICE IS GIVEN** that the City of Maize, Kansas (the “Issuer”) has not provided an Annual Report with respect to the above-named Bonds as required by the Issuer’s Omnibus Continuing Disclosure Undertaking. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

**Dated:** \_\_\_\_\_

**CITY OF MAIZE, KANSAS**

By \_\_\_\_\_

By \_\_\_\_\_, as  
Dissemination Agent

cc: City of Maize, Kansas

***EXHIBIT C***

**ACCEPTANCE OF DISSEMINATION AGENT**

**Name of Issuer:** City of Maize, Kansas

**Name of Bond Issue:** [Description of Bonds], Series [\_\_\_\_], dated as of [Bonds Dated Date]

**Dissemination Agent:**

**Notice Address of Dissemination Agent:**

\_\_\_\_\_, having been duly appointed by the City of Maize, Kansas to act in the capacity of Dissemination Agent pursuant to the Disclosure Undertaking, to which this acceptance is attached, accepts such duties and responsibilities set forth therein.

**Dated:** \_\_\_\_\_

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

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

Absent:

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

\* \* \* \* \*

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION PROVIDING FOR THE ADOPTION OF AN OMNIBUS  
CONTINUING DISCLOSURE UNDERTAKING RELATING TO OBLIGATIONS  
ISSUED AND TO BE ISSUED BY THE CITY OF MAIZE, KANSAS.**

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

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. \_\_\_\_\_ and was signed by the Mayor and attested by the Clerk.

\* \* \* \* \*

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(Other Proceedings)

\*\*\*\*\*

**CERTIFICATE**

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

(SEAL)

\_\_\_\_\_

Clerk

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

**A RESOLUTION PROVIDING FOR THE ADOPTION OF AN OMNIBUS CONTINUING DISCLOSURE UNDERTAKING RELATING TO OBLIGATIONS ISSUED AND TO BE ISSUED BY THE CITY OF MAIZE, KANSAS.**

**WHEREAS**, the City of Maize, Kansas (the “Issuer”) is a city of the third class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the “State”); and

**WHEREAS**, pursuant to the Constitution and statutes of the State, the Issuer is authorized to issue bonds, notes, leases, certificates and other instruments that evidence indebtedness (collectively, the “Obligations”) to finance certain improvements, projects and programs of the Issuer; and

**WHEREAS**, the Securities and Exchange Commission (the “SEC”) has promulgated Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (the “Rule”), which relates to filing of certain financial information and operating data on an annual basis and notices of certain material events; and

**WHEREAS**, the Issuer has heretofore issued certain Obligations and anticipates future issuances of additional Obligations which are or will be subject to the Rule (collectively, the “Bonds”); and

**WHEREAS**, the Issuer is committed to timely and accurate secondary market disclosure relating to the Bonds that are consistent with the Rule; and

**WHEREAS**, in connection with the issuance of one or more prior issues of Bonds, the Issuer entered into one or more continuing disclosure undertakings (collectively, the “Prior Undertakings”) to assist the underwriter of such Bonds in complying with its obligations under the Rule; and

**WHEREAS**, in pursuance of the Rule, the Issuer desires to adopt an omnibus continuing disclosure undertaking that will consolidate the obligations of the Issuer under the Rule with respect to the Bonds and the Prior Undertakings to enhance efficiency of the administration of Prior Undertakings and promote timely disclosure by the Issuer.

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

**Section 1. Omnibus Continuing Disclosure Undertaking.** In order to comply with the provisions of the Rule and directives of the SEC, the governing body of the Issuer hereby approves the form of the Omnibus Continuing Disclosure Undertaking, substantially in the form presented herewith (the “Omnibus Undertaking”). The Mayor is hereby directed to execute the Omnibus Undertaking, with such changes as legal counsel to the Issuer and the Mayor shall approve (whose signature thereon shall constitute conclusive evidence of such approval).

**Section 2. Permanent Record.** A copy of the Omnibus Undertaking shall be placed in the permanent records of the Issuer and shall be available for public inspection during regular business hours of the Issuer.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

**ADOPTED AND APPROVED** by the governing body of the City of Maize, Kansas, on \_\_\_\_\_, 2013.

(Seal)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. \_\_\_\_\_ of the City of Maize, Kansas adopted by the governing body on \_\_\_\_\_, 2013 as the same appears of record in my office.

DATED: \_\_\_\_\_, 2013.

\_\_\_\_\_  
Clerk

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, March 18, 2013**

**AGENDA ITEM # 7E**

**ITEM:**        **Engineering Contract (Woods @ Watercress)**

**BACKGROUND:**

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

Petitions and resolutions for this addition were approved at the January 21, 2013 Council meeting.

**FINANCIAL CONSIDERATIONS:**

Cost is \$75,600 for design services and \$93,400 for construction administration. This project is included in the 2013 Project Funding that was approved at the February 18, 2013 meeting.

**LEGAL CONSIDERATIONS:**

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

**RECOMMENDATION/ACTION:**

Approve the MKEC contract in amounts not to exceed \$75,600 for design and not to exceed \$93,400 for construction administration and authorize the Mayor to sign.

**CONTRACT FOR ENGINEERING SERVICES**

**BETWEEN**

**THE CITY OF MAIZE, KANSAS**

**AND**

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

**WOODS AT WATERCRESS ADDITION**

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

WITNESSETH:

WHEREAS, the CITY intends to construct:

Paving, Lots 1 through 33, Block 1, Woods at Watercress Addition; Lots 19 and 20, Block 1, Watercress 2<sup>nd</sup> Addition; and Lot 6, Block 1, Sanctuary Addition; Water Distribution System, Lots 1 through 33, Block 1, Woods at Watercress Addition; Lots 19 and 20, Block 1, Watercress 2<sup>nd</sup> Addition; and Lot 6, Block 1, Sanctuary Addition; Sanitary Sewer, Lots 1 through 33, Block 1, Woods at Watercress Addition; Lots 19 and 20, Block 1, Watercress 2<sup>nd</sup> Addition; and Lot 6, Block 1, Sanctuary Addition; Storm Water Sewer, Lots 1 through 33, Block 1, Woods at Watercress Addition; Lots 19 and 20, Block 1, Watercress 2<sup>nd</sup> Addition; and Lot 6, Block 1, Sanctuary Addition. MKEC Engineering Consultants, Inc., Project No. 12602.

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

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

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

**I. SCOPE OF SERVICES**

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

## **II. IN ADDITION, THE CONSULTANT AGREES:**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **III. THE CITY AGREES:**

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

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

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

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

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

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

**IV. PAYMENT PROVISIONS**

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

Paving	\$32,900.00
Water Distribution System	\$14,100.00
Sanitary Sewer	\$16,500.00
Storm Water Sewer	\$12,100.00
<b>TOTAL</b>	<b>\$75,600.00</b>

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

Paving	\$40,500.00
Water Distribution System	\$17,250.00
Sanitary Sewer	\$20,500.00
Storm Water Sewer	\$15,150.00
<b>TOTAL</b>	<b>\$93,400.00</b>

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

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

**V. THE PARTIES HERETO MUTUALLY AGREE:**

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

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

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

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

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

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

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

H. It is further agreed that this Contract and all contracts entered into under the provisions of this Contract shall be binding upon the parties hereto and their successors and assigns.

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

ATTESTED TO:

CITY OF MAIZE, KANSAS

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

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

ATTESTED TO:

MKEC ENGINEERING CONSULTANTS, INC.

\_\_\_\_\_  
Cynthia A. Womack

By: \_\_\_\_\_  
Gregory J. Allison

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

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, March 18, 2013**

**AGENDA ITEM #8A**

**ITEM: Addendum to Sedgwick County Code Enforcement Agreement**

**BACKGROUND:**

The current inter-local agreement for Code Enforcement with Sedgwick County has been in place since 1997. Recently Sedgwick County and the City of Wichita entered into an agreement to consolidate all code enforcement services for building, electrical, mechanical and plumbing trades in a effort to provide more efficient and effective code inspection, plan review, and enforcement functions.

The new Metropolitan Building & Construction Department will replace the County's Department of Code Enforcement. It will remain a County function and the current services provided to the City of Maize by the County will remain the same.

The County has requested that the City of Maize enter into an addendum to the 1997 inter-local agreement. The request to enter into the addendum is due to the merger. The addendum requires the City to adopt a new ordinance that adopts a new County resolution by reference into the City Code. The resolution contains the laws and regulations that govern building, electrical, mechanical, and plumbing trades in the City of Wichita and in the County at large. These laws and regulations will apply to the City of Maize once the ordinance is adopted.

If approved the Mayor, City Clerk, and City Attorney will sign the addendum and return it to the County for ratification.

**FINANCIAL CONSIDERATIONS:**

None/No change

**LEGAL CONSIDERATIONS:**

City Attorney approves the addendum as to form.

**RECOMMENDATION/ACTION:**

Approve the addendum to the inter-local service agreement.

**ADDENDUM TO THE INTERLOCAL SERVICE AGREEMENT FOR CODE INSPECTION AND ENFORCEMENT OF BUILDING, ELECTRICAL, MECHANICAL AND PLUMBING CODES BY SEDGWICK COUNTY, KANSAS IN THE CITY OF MAIZE, KANSAS, DATED SEPTEMBER 3, 2003**

**by and between:  
SEDGWICK COUNTY, KANSAS  
and  
CITY OF MAIZE, KANSAS**

**THIS ADDENDUM** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Sedgwick County, Kansas, and its consolidated entity, Metropolitan Area Building and Construction Department (hereinafter "County"), and the City of Maize, Kansas, (hereinafter "City") to amend the Interlocal Service Agreement entered into by the parties on September 3, 2003.

**WHEREAS**, Sedgwick County and the City of Wichita have entered into certain joint ordinances and resolutions for the consolidation of code enforcement services for building, electrical, mechanical and plumbing trades to provide more efficient and effective code inspection, plan review and enforcement functions for stakeholders throughout their defined confines; and

**WHEREAS**, the Sedgwick County Department of Code Enforcement shall cease to exist and become a consolidated department known as the Metropolitan Area Building and Construction Department, effective January 1, 2013; and

**WHEREAS**, the County and City agree that County will continue to provide as requested plan review, code inspection and enforcement services based upon the newly adopted Wichita-Sedgwick County Unified Building and Trade Code, effective January 1, 2013, and including building, electrical, plumbing and mechanical codes, under the definition of the Sedgwick County Jurisdiction, with said work to now be provided by the Metropolitan Area Building and Construction Department; and

**WHEREAS**, the parties desire to update the Interlocal Service Agreement of September 3, 2003 to reflect said changes.

**NOW THEREFORE**, The parties, intending to be legally bound and in consideration of the mutual promises and covenants recited herein, agree that the Interlocal Service Agreement of September 3, 2003 shall be amended as follows:

1. Any reference to the "Department of Code Enforcement" or "Code Enforcement" is hereby stricken and replaced with the Metropolitan Area Building and Construction Department.
2. Provision 3 stating the Director of the Department of Code Enforcement is stricken and replaced with the Director of the Metropolitan Area Building and Construction Department.
3. Provision 6 is hereby stricken in its entirety and replaced with the following:

“The City shall, by duly authorized and enacted ordinance, adopt and incorporate by reference the provisions of the Wichita-Sedgwick County Unified Building and Trade Code, under the definition of the Sedgwick County Jurisdiction, and shall confer jurisdiction within its incorporated boundaries to the County through the consolidated entity, the Metropolitan Area Building and Construction Department, in order to effectuate the provisions of said Wichita-Sedgwick County Unified Building and Trade Code, under the definition of the Sedgwick County Jurisdiction, as may be amended. The City shall defer all prosecutorial decisions to the County, and the City shall make no claim or demand for any fines collected by the County as a result of enforcement activity within the corporate boundaries of the City. The Metropolitan Area Building and Construction Department shall not perform any code inspection enforcement or other related activity until such duly authorized and enacted ordinance has been adopted by the Governing Body of the City and until such time as such ordinance has been filed of record in the Office of the County Clerk of Sedgwick County, Kansas.”

4. This Addendum shall become effective upon signature and approval of both parties and upon compliance by City with the provisions in paragraph 3 (amending Provision 6) above.
5. Except as modified herein, all terms and conditions of the Interlocal Service Agreement of September 3, 2003 are hereby ratified and acknowledged to be unchanged and shall remain in full force and effect. In the event of any conflict between the terms and conditions of the Interlocal Service Agreement of September 3, 2003 and the terms and conditions of this Addendum, this Addendum shall govern and control.

**IN WITNESS WHEREOF**, the parties have so agreed as of the day and year first above written.

CITY OF MAIZE, KANSAS

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM ONLY:

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

BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

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TIM R. NORTON, Chairman

ATTEST:

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KELLY ARNOLD, County Clerk

APPROVED AS TO FORM ONLY:

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BILL H. RAYMOND  
Assistant County Counselor

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, March 18, 2013**

**AGENDA ITEM #8B**

**ITEM: Wichita-Sedgwick County Uniform Building & Trade Code Ordinance**

**BACKGROUND:**

Under Item 8A the Council approved the addendum of the inter-local agreement with the Metropolitan Area Building & Construction Department.

To meet the requirements of the approved addendum the City is required to adopt an ordinance that will, in summary, authorize, adopt, and incorporate by reference the provision of the Wichita-Sedgwick County Unified Building and Trade Code and defer all prosecutorial decisions to the County.

**FINANCIAL CONSIDERATIONS:**

None.

**LEGAL CONSIDERATIONS:**

City attorney approves the ordinance as to form.

**RECOMMENDATION/ACTION:**

Approve the Wichita-Sedgwick County Uniform Building & Trade Code Ordinance and authorize the Mayor to sign.

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

**AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, AMENDING SECTIONS 4-101 AND 4-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS, RELATING TO THE ADOPTION BY REFERENCE OF THE WICHITA-SEDGWICK COUNTY UNIFORM BUILDING AND TRADE CODE, RELATING TO DEFERRING PROSECUTORIAL DECISIONS TO SEDGWICK COUNTY AND CONFERRING JURISDICTION WITHIN THE CITY OF MAIZE, KANSAS, BOUNDARIES TO SEDGWICK COUNTY AS TO MATTERS ADDRESSED IN THE WICHITA-SEDGWICK COUNTY UNIFORM BUILDING AND TRADE CODE AND REPEALING THE FOLLOWING EXISTING SECTIONS OF THE CODE OF THE CITY OF MAIZE, SEDGWICK COUNTY, KANSAS: 4-101, 4-102, 4-103, 4-104, 4-105, 4-106, 4-107, 4-108, 4-109, 4-110, 4-111, 4-112, 4-113, 4-114, 4-115, 4-116, 4-117, 4-118, 4-119 AND 4-120.**

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

**SECTION 1. Section 4-101 Amended.** Section 4-101 of the Code of the City of Maize, Kansas, is amended to read as follows:

- 4-101. JURISDICTION; PROSECUTORIAL DECISIONS; COLLECTION OF FINES. Pursuant to the Interlocal Agreement for code enforcement as amended, the City of Maize, Sedgwick County, Kansas:
- (a) Jurisdiction of all matters addressed in the Wichita-Sedgwick County Building and Trade Code is conferred to Sedgwick County, Kansas, through the consolidated entity, the Metropolitan Area Building & Construction Department.
  - (b) The City of Maize, Sedgwick County, Kansas, defers all prosecutorial decisions of violations of the provisions of the Wichita-Sedgwick County Uniform Building and Trade Code to Sedgwick County Kansas.
  - (c) The City of Maize, Sedgwick County, Kansas, will make no claim or demand for any fines collected by the court as a result of enforcement activities within the City of Maize, Sedgwick County, Kansas, that are under the Wichita-Sedgwick County Uniform Building and Trade Code.

**SECTION 2. Section 4-102 Amended.** Section 4-102 of the Code of the City of Maize, Sedgwick County, Kansas is amended to read as follows:

- 4-102. ADOPTION BY REFERENCE OF THE WICHITA-SEDGWICK COUNTY UNIFORM BUILDING AND TRADE CODE. The Wichita-Sedgwick County, Uniform Building and Trade Code, as published by Sedgwick County, Kansas, 525 North Main, Wichita, Kansas 67202, is adopted and incorporated into the Code of the City of Maize, Sedgwick County, Kansas, by reference. Not less than one (1) copy of the Wichita-Sedgwick County Uniform Building and Trade Code shall be on file with the City of Maize, Sedgwick County, Kansas, City Clerk. The copy on file with the City Clerk of the City shall be marked or stamped "Official Copy of the Wichita-Sedgwick County Uniform Building and Trade Code, as incorporated by Ordinance No. \_\_\_\_\_."

**SECTION 3. Repeal.** The existing Sections 4-101, 4-102, 4-103, 4-104, 4-105, 4-106, 4-107, 4-108, 4-109, 4-110, 4-111, 4-112, 4-113, 4-114, 4-115, 4-116, 4-117, 4-118, 4-119 and 4-120 of the Code of the City of Maize, Kansas, are hereby repealed.

**SECTION 4. Effective Date.** This ordinance will be effective the date a summary of the ordinance is published in the official city newspaper of the City of Maize, Kansas.

PASSED by the Governing Body and APPROVED and SIGNED by the Mayor of the City of Maize, Sedgwick County, Kansas, on this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

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

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, MARCH 18, 2013**

**AGENDA ITEM #8C**

**ITEM:**       **Massage Business Ordinance**

**BACKGROUND:**

Currently, the city does not have an ordinance regulating the licensing of massage therapists and massage businesses. Oftentimes, without regulation and licensing requirements, untrained, uninsured, and inappropriate massage business are allowed to operate freely within the city. The attached ordinance will allow the City to regulate and charge licensing fees to these businesses and therapists.

**FINANCIAL CONSIDERATIONS:**

If adopted, the ordinance will allow the City to collect annual licensing fees of \$200.00 for business permit fees and \$150.00 per licensed massage therapist.

**LEGAL CONSIDERATIONS:**

Reviewed, drafted, and approved by City Attorney.

**RECOMMENDATION/ACTION:**

Approve the ordinance relating to licensing and regulating massage businesses and massage therapists and authorize the mayor to sign.

[A summary of this ordinance was published in the *Clarion* on \_\_\_\_\_.]

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

**AN ORDINANCE OF THE CITY OF MAIZE, KANSAS,  
CREATING A NEW ARTICLE 4 OF CHAPTER 11 ENTITLED  
“REGULATION OF MASSAGE BUSINESSES” RELATING TO  
LICENSING AND REGULATING MASSAGE BUSINESSES AND  
MASSAGE THERAPISTS.**

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

**Section 1. Article 4 of Chapter 11 created.** There is hereby created a new Article 4 of Chapter 11 of the Code of the City of Maize, Kansas, entitled “Regulation of Massage Businesses” and it shall read as follows:

- 11-401. DEFINITIONS. The following terms shall, for the purposes of this ordinance, have the meanings indicated in this section:
- (a) “Chief of Police” means the Chief of Police of the City.
  - (b) “City” means the City of Maize, Kansas.
  - (c) “City Administrator” means the City Administrator of the City.
  - (d) “City Clerk” means the City Clerk of the City.
  - (e) “Governing Body” means the Governing Body of the City.
  - (f) “Massage Business” means the business of offering or providing for consideration Massage Therapy or any service of massage or body manipulation, including exercise; heat or light treatments; all forms and methods of physiotherapy; and manual or other forms of contact massage or manipulation of any part of the human body.
  - (g) “Massage Business Permit” means the permit issued by the City to operate a Massage Business.
  - (h) “Massage School” means a school or program which meets the NCBTMB minimum class instruction requirements at the time of an application for a Massage Therapist Permit and is certified by the NCBTMB.
  - (i) “Massage Therapist” means any person who is over eighteen (18) years of age and has successfully completed a minimum of five hundred (500) instructor-taught classroom hours within a Massage School or university course which is certified by and recognized as being in conformance with the standards of the NCBTMB at the time of an application for a Massage Therapist Permit.
  - (j) “Massage Therapist Permit” means the permit issued by the City to a Massage Therapist.
  - (k) “Massage Therapy” means the administration by any person of any method of exerting or applying pressure, friction, moisture, heat or cold to the human body, or the rubbing, stroking, kneading, pounding or tapping of the human body by any physical or mechanical means for any form of consideration. Massage Therapy shall not include diagnosis or treatment or use of procedures for which a license to practice medicine or surgery, chiropractic or podiatry is required.

(l) "NCBTMB" means the National Certification Board for Therapeutic Massage and Bodywork.

(m) "Offer" indicates any form of communication, by any medium.

(n) "Person" means any person, firm, partnership, association, company or organization of any kind.

11-402. APPLICATION FOR A MASSAGE BUSINESS PERMIT. Each application for a Massage Business Permit or a renewal of a Massage Business Permit shall be upon a form provided by the City Clerk and shall be submitted to the City Clerk. Each application shall contain the following information:

(a) the name and residence address of the applicant and the length of time the applicant has resided within the State of Kansas;

(b) the particular place of business for which a license is desired;

(c) the name of the owner of the premises upon which the place of business is located;

(d) whether any Massage Business license or permit held or applied for by the applicant in the past has been revoked or denied and, if so, the reason(s), date(s) and place(s) of such revocation or denial;

(e) A copy of the applicant's current liability insurance certificate providing minimum general liability coverage of one million dollars (\$1,000,000) aggregate coverage per year, with not less than five hundred thousand dollars (\$500,000) per single occurrence that covers the applicant;

(f) if the application is being submitted in the name of a legal entity rather than an individual, the name(s) and address(es) of the individual owner(s), stockholder(s), partner(s), member(s), etc., of the entity and the percentage of the business each individual owner, stockholder, partner, member, etc. ("Owner") holds.

11-403. STANDARDS FOR ISSUANCE OF MASSAGE BUSINESS PERMIT.

(a) An individual applicant or each and every Owner if the applicant is a legal entity shall not have been convicted of a felony or any crime involving moral turpitude within ten (10) years of the date of application for a Massage Business Permit.

(b) An applicant or each and every Owner if the applicant is a legal entity shall not have had a massage business license revoked or suspended within ten (10) years of the date of application for a Massage Business Permit.

(c) An applicant or each and every Owner if the applicant is a legal entity must be at least eighteen (18) years of age.

(d) An applicant or each and every Owner if the applicant is a legal entity must show proof of insurance by providing a copy of a commitment or a certificate of insurance that meets the requirements set forth in Section 11-402(f).

(e) The premises must comply with all state and local laws and regulations.

(f) The application shall be true and accurate and shall contain no false information.

11-404. APPLICATION FOR MASSAGE THERAPIST PERMIT. Each application for a Massage Therapist Permit shall be upon a form provided by

the City Clerk and shall be submitted to the City Clerk. Each application shall contain the following information:

- (a) The applicant's full name, date of birth, current residence address, and telephone number;
- (b) Proof of qualification as a Massage Therapist in a form approved by the City Clerk;
- (c) The name of the Massage Business with whom the Massage Therapist will be employed;
- (d) Whether any license or permit to perform as a Massage Therapist has previously been denied or revoked and, if so, the reasons, dates and places of such denial or revocation.

11-405. STANDARDS FOR ISSUANCE OF MASSAGE THERAPIST PERMIT.

To receive a Massage Therapist Permit, an applicant must:

- (a) be at least eighteen (18) years of age;
- (b) have been a resident of Sedgwick County continuously for at least thirty (30) days immediately preceding the date of application for a Massage Therapist Permit;
- (c) meet standards for and be qualified as a Massage Therapist in compliance with requirements contained in this Chapter 11-4;
- (e) not have been convicted or released from imprisonment after conviction of a felony or any crime involving moral turpitude within the last five (5) years;
- (f) show proof of meeting requirements set forth at Section 11-401(i);
- (g) show proof of completion of course work and training as required by Section 11-401(i);
- (h) provide in the application true and accurate information and the application shall contain no false information;
- (i) identify the Massage Business that the applicant will be employed by if the applicant is issued a Massage Therapist Permit.

11-406. MESSAGE BUSINESS PERMIT; DISPLAY. Each Massage Business Permit and proof of insurance (see Section 11-402) shall be displayed at the point of entry into each Massage Business at all times.

11-407. MESSAGE THERAPIST PERMIT; DISPLAY. Each Massage Therapist Permit shall be placed at the point of entry into each Massage Business at all times the Massage Therapist holding the Massage Therapist Permit is on duty. A Massage Therapist conducting a Massage at a location other than the licensed Massage Business premises, as allowed in Section 11-\_\_\_\_\_ shall carry their Massage Therapist Permit with them to such location. The Massage Therapist Permit, among other items, shall bear a photograph of the Massage Therapist Permit holder.

11-409. MESSAGE BUSINESS PERMIT FEE. A non-refundable Massage Business Permit fee of two hundred dollars (\$200) shall be submitted with the application. Upon approval the Permit shall be valid for a period of one (1) year from the date issued.

11-410. MESSAGE THERAPIST FEE. A Massage Therapist Permit fee of one hundred fifty dollars (\$150) shall be submitted with the application for a

Permit. The application fee shall not be refundable and the Permit, if issued, shall be valid for one (1) year from the date issued.

11-411. RENEWAL OF MESSAGE BUSINESS PERMIT. Any Massage Business desiring to renew a Massage Business Permit shall make application to the City. The application for renewal must be filed not later than thirty (30) days before the Massage Business Permit expires. The application for renewal shall be filed with the City Clerk's office. The fee for renewal shall be one hundred fifty (\$150) and shall not be refundable. A renewal Permit shall be valid for one (1) year from the date issued.

11-412. RENEWAL OF MESSAGE THERAPIST PERMIT. Any Massage Therapist desiring to renew a Massage Therapist Permit shall make application to the City. The application for renewal must be filed not later than thirty (30) days before the Massage Therapist Permit expires. The application for renewal shall be filed with the City Clerk's office. The fee for renewal shall be one hundred dollars (\$100) and shall not be refundable. The renewal Permit shall be valid for one (1) year from the date issued.

11-413. PROHIBITED ACTS. It shall be a violation for a person to:

- (a) operate a Massage Business without a Massage Business permit;
- (b) perform or offer to perform Massage Therapy without a Massage Therapist Permit;
- (c) perform a Massage at a location that has not been issued a Massage Business permit; however, it shall not be a violation when a person holding a Massage Therapist Permit provides a Massage at a licensed nursing home or residence of the person receiving the Massage;
- (d) perform or offer to perform with any customer any sexual act prohibited by state statute or city ordinance or perform or offer to perform on any customer any Massage Therapy or service of a Massage Business with the intent to arouse or gratify the sexual desires of the Massage Therapist, customer or any other person present during such services;
- (e) for a person who owns, rents, leases, operates or manages a Massage Business to cause, allow or permit in or about said Massage Business, any person to engage in acts prohibited in this Chapter 11-4;
- (f) allow insurance coverage to lapse. A copy of the insurance policy or a certificate of insurance shall be posted on the premises of a Massage Business in a location that is open to the public.

11-414. DENIAL OF A PERMIT. (a) The Chief of Police may deny an application for a Massage Business Permit for failure to comply with standards set forth at Section 11-403.

(b) The Chief of Police may deny and application for a Massage Therapist Permit for failure to comply with standards set forth at Section 11-405.

(c) The Chief of Police shall give notice of a denial of a Massage Therapist Permit or a Massage Business Permit by providing a written notice addressed to the person to whom the denial applies that sets forth the reasons for the denial. The written notice shall be deemed to be served if it is hand-delivered to the person or if it is mailed, postage prepaid,

through the United States Postal Service to the address set forth in the person's application.

11-415. REVOCATION. (a) The Chief of Police may revoke a Massage Business Permit or a Massage Therapist Permit if a Massage Business or a Massage Therapist violates any prohibited act contained in this Chapter 11-4.

(b) The Chief of Police shall give notice of a revocation of a Massage Business Permit or Massage Therapist Permit by providing a written notice addressed to the person to whom the revocation applies that sets forth the reasons for the revocation. The written notice shall be deemed to be served if it is hand-delivered to the person or if it is mailed, postage prepaid, through the United States Postal Service to the address set forth in the person's application.

11-416. DENIAL AND REVOCATION; APPEAL. (a) An appeal of a denial of an application or revocation of a Massage Therapist Permit or Massage Business Permit may be made to the City Administrator. Such an appeal, including the basis for the appeal, shall be filed in writing with the City Clerk within ten (10) calendar days of the date an applicant receives written notice of a denial from the City Clerk.

(b) The City Administrator shall conduct a hearing within twenty (20) calendar days of receiving a request for a hearing.

(1) At the hearing, all concerned parties shall be given an opportunity to present relevant evidence and witnesses as determined by the City Administrator. All parties shall have the right of cross-examination.

(2) All parties shall have the right to have legal representation at the hearing of the appeal.

(3) The City Administrator shall render a decision in writing within ten (10) business days of the hearing's conclusion.

(4) The decision of the City Administrator shall be a final decision. An aggrieved party may file an appeal with the Sedgwick County District Court within thirty (30) days of the date the City Administrator issues his/her written decision.

11-417. PENALTY. Any person violating any of the provisions of this Chapter 11, Article 4, shall, upon conviction, be fined not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000) for each offense and/or not more than thirty (30) days in jail, or both said fine and imprisonment. Each day a violation occurs shall constitute a separate offense.

11-418. INJUNCTIVE RELIEF. In addition to any other legal remedy provided in this Article, the operation of a Massage Business without a zoning permit, the providing of Massage Therapy without a Permit, or the violation of this article is deemed a public nuisance and may be enjoined by the City.

11-419. EXEMPTIONS. The following persons are exempted from the requirements to obtain a Massage Therapist Permit:

(a) Medical doctors, chiropractors, osteopaths, physical therapists, barbers and cosmetologists as to massage of the scalp, who are licensed to

practice their respective professions in Kansas or who are permitted to practice temporarily under the auspices of an associate or establishment duly licensed in Kansas, while in the course of their licensed business or profession.

(b) Nurses and hospital employees who are registered under the laws of Kansas while in the normal course of their duties.

(c) A trainer of any duly constituted athletic team while in the normal course of his duties.

(d) Any student of a Massage Therapy School, and the Massage Therapy is conducted under the supervision of a Massage Therapist who holds a valid Massage Therapist Permit.

11-420. INVALIDITY OF CODE PROVISIONS. Should any court declare any section, clause or provision of this ordinance to be invalid for any reason, such decision shall affect only such section, clause or provision so declared invalid, and shall not affect any other section, clause or provision.

**Section 2. Publication.** A summary of this ordinance shall be published once in the official City newspaper.

**Section 3. Effective Date.** This ordinance shall take effect upon the publication of the summary once in the official City newspaper.

ADOPTED by the Governing Body of the City of Maize, Kansas, and APPROVED by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2013.

(SEAL)

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

ATTEST:

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



MARCH 2013

# Monthly Report

CHIEF MATTHEW A. JENSBY

## Activities

### Current Staff Levels. 3/1/13

- 8 Full-time
- 5 Part-time
- 3 Reserve
- 2 Reserve -Vacant

### Patrol Mileage:

#### March 2013

607-	85121
309-	72208
709-	79005
210-	90273
410-	96007
111-	24343
512-	19005
812-	14978

During the first quarter of 2013, department activities remain steady.

The back to back snowstorms in February kept officers very busy. The first round of 13 inches made travel next to impossible unless you were fortunate enough to have a 4 wheel drive vehicle.

Over the past few years the department has integrated three four wheel drive units into our fleet. This prior planning kept our department running and able to respond to emergency calls in a timely manner. Other area departments were simply unable to respond to calls due to their limited capabilities. The Wichita Police Department even put out a public statement saying they were prohibited due to the lack of four wheel drive vehicles. I am thankful we have this equipment.

Incredibly, there were no

accidents reported within Maize during either storm. We had over 30 cars that slid off the road or needed assistance getting pulled out, but no accidents. One accident occurred near Park and Albert street, however, it was DUI related and not considered to be weather related. Subsequently, the driver was arrested and charged with DUI.

The department will assist again this year with the annual Run-to-Believe, which will be held on March 23rd, 2013. This is the 2nd annual memorial run held for the two Maize High Students who were killed in a car accident in 2010 while returning from Spring Break in Colorado. This year they expect approx. 1500 registered runners. We look forward to this years run.

Sgt. Herr and Detective Piper attended training at the state academy. The training focused on internal administrative

investigations. A Internal investigation would take place anytime an employee of the department is involved in an incident that violates department policies and procedures or rules and regulation or when his/her conduct may constitute a criminal violation. Proper internal investigative processes are vital in maintaining ethical behavior within our organization.

Respectfully submitted,

Chief Jensby

Training
None this month

Monthly calls for service: February 2013	
February 2013	393
February 2012	530

YTD Case load	February 2013
February 2013	122
February 2012	168

These are all reportable criminal and non criminal documented police reports submitted by officers.

## PUBLIC WORKS REPORT 3-13-2013

### Regular Maintenance

- Graded all of the gravel streets this month. After we graded we installed road gravel along all of 61<sup>st</sup> so that when we got moisture on it it wouldn't get too muddy.
- Continue to check the water quality, lift stations and locates daily. Mies is about finished with their work along Maize Road and with the installation of changing water lines, stormwater lines and drainage inlets. So far we have had very limited water line shutdowns because of all the work being done and I think the public is ready for the Maize Road project to get going full steam so it can be completed.
- We have started sweeping the streets again. We try to sweep them every quarter so as to meet requirements for the EPA and to certainly help keep our city looking the best it can.

### Special Projects

- As you all know we had a couple of snow storms that gave us all a lot of work to do. I had crews out for most of 48 hours straight to make sure we kept up with the storms as best as we could. At times it was really coming down and it was hard to keep up but once it let up we could really get it cleaned up. Sunshine is always our friend after a snow.
- In the past year or so we have had several street signs disappear so after the first of the year I ordered about 15 new street signs and some new posts and caps. The new signs are very nice but pretty expensive. The new street signs are 8" tall signs to be legal for the minimum lettering. You will notice some of them along Park, Victory, King, and Liberty.
- I believe LaFarge is about ready to get started again on Maize Road and I hope to see them make a lot of progress now that spring is just around the corner.

Ron Smothers  
Public Works director

**Water and Wastewater Report**  
**February 13, 2013 – March 12, 2013**

**Water Operations**

Maximum Contaminant Level (MCL) for both chlorine and fluoride is 4.0 mg/L.  
Minimum allowable free chlorine residual to the last free flowing tap is 0.2 mg/L.  
Recommended fluoride dosage for this area is now 0.7 mg/L.

Routine bacteriological samples remain good (non-detect).

Mies has completed their portion of work on the Maize Road project and moved off of location. They brought into me four PWS valves and some other minor salvage from the original water lines.

All annual water and wastewater reports have been completed and submitted to their respective agencies.

February 26 – Experienced a communication failure between the wells and the master controller at the plant. Ended up resetting the PLC's at the tower and the plant to correct the problem.

**Wastewater Operation**

The February DMR sample registered an unusually high effluent ammonia value. I talked to JP, KDHE, about it. We are not sure if there is actually a problem or if it was a transient condition. I am monitoring the situation.

February 15 - #1 pump at Meadows lift station plugged up with trash. I called JCI to help with this one.

Routine maintenance continues as scheduled.

Matt Meeks  
Water and Wastewater Operator

of Non-Compliance(s) with the NPDES Permit

**To:**

Kansas Department of Health & Environment  
ATTN: Permits & Compliance Group  
Technical Services Section - BOW  
1000 SW Jackson St Suite 420  
Topeka, KS 66612-1367

**From:**

ShortName= MAIZE Group= A Status= ACTIVE  
Facility Name = MAIZE, CITY OF  
Facility Address: MAIZE, CITY OF  
.....: PO BOX 245  
.....: 10100 GRADY AVE  
.....: MAIZE  
.....: KANSAS 67101

**DMR:** report for Feb 2013      KS0092258

**Warnings**

The following is a potential misuse of LESS THAN or GREATER THAN found in the monitoring data:

No Warnings

**Exceedances and Deficiencies**

The following is a list of each non-compliance experienced at our facility during this reporting period. After the list is our written explanation(s) of the exceedance(s), as required by our NPDES permit:

No Deficiencies

Exceedance No. 1  
for SITE\_PARAMETER = EFF001A1\_NH3  
(PCS parameter ID number = 00610)  
Daily Upper Limit  
limit = 8.5 MG/L  
reported = 16.4  
for Thu 14 Feb 2013

Exceedance No. 2  
for SITE\_PARAMETER = EFF001A1\_NH3

(PCS parameter ID number = 00610)  
Monthly Average Upper Limit  
limit = 4.4 MG/L  
reported = 16.4  
for month ending Thu 28 Feb 2013

Explanations:

>>

Unknown cause, still under investigation.

(explanations here, as needed, please refer to above numbers)

<<

**Additional explanations or other communication**

The following are additional explanations or other communications concerning this submittal or other operations of the wastewater treatment facility:

>>

(additional information here)

<<

**Transmittal**

This memo transmits our Discharge Monitoring Report in electronic format.

I certify under penalty of law that this document and all attachments (i.e., this DMR submittal by electronic means), were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. (See 40 CFR 122.22)

I certify that these data together with the accompanying explanations are correct and complete, and satisfy the reporting requirements in our permit (except Bypass and other "immediate" notification requirements) for the reporting period ending Thu 28 Feb 2013.

I certify that I am the person who has been authorized by the facility to sign this DMR Transmittal Memo.

**City Engineer's Report**  
**3/18/13**

**Maize Road Project**

Sub-contractor Mies has completed work on the storm sewer on the west side of Maize Road from Central to the south. Work on the remainder of the road is set to begin Monday, March 18 when they will begin removing barriers. The following day milling is scheduled to begin on the west side of the road.

**Central Street Project**

The project will be coordinated with the Maize Road Project and won't start until the intersection of Maize Road and Central has been completed.

**Recreation Commission Addition**

The addition has been completed and the room is now available to rent for small events.

**New Home Permits**

Since the last City Council meeting, two (2) new permits have been pulled in Hampton Lakes, one (1) has been pulled for Watercress Village, one (1) new house was started in Watercress, and one (1) permit has been issued on Hidden Acres.

## **Planning Administrator Report**

To: Maize City Council

From: Kim Edgington, Planning Administrator

Date: March 19, 2013

Re: Regular February City Council Meeting

The following is a summary of my activities for the past month to keep the Council updated on Planning related issues.

1. Sign Code revisions – I have completed all the revisions which were discussed at the Council/Planning Commission workshop. There is a public hearing scheduled before the Planning Commission for April 4<sup>th</sup> for the review of proposed changes.
2. Woods at Watercress – The final plat for this project is in the process of being recorded with the Register of Deeds. The developer indicates that 11 lots have already been reserved in this new development phase.
3. 20 year special assessments – Staff is preparing a policy for the Council to review which would assign a 20-year time period for all special assessments. Several other local municipalities have adopted similar policies.
4. Sand extraction operation at 6042 N. Ridge Road – the property owner is requesting a Conditional Use to allow a 3.7 acre sandpit which will eventually serve as a lake for a single home on this 10 acre lot. The Planning Commission will review this request at their April 4<sup>th</sup> meeting.
5. Emerald Springs patio homes – the developer of Emerald Springs has indicated that they would like to convert some of the single-family homesites in his subdivision to patio home style sites. I have been working with the developer to do this in the simplest and least expensive manner possible, while ensuring that all City of Maize subdivision regulations are met.



"Where Community Counts"

**City Clerk Report  
REGULAR COUNCIL MEETING  
March 18, 2013**

Year to date status (Through 02/28/13):

**General Fund –**

	Budget	YTD	
Rev.	\$2,447,327	\$ 821,633	33.57%
Exp.	\$2,717,755	\$ 445,933	16.41%

**Streets –**

Rev.	\$279,140	\$ 46,546	16.67%
Exp.	\$251,050	\$ 55,232	22.00%

**Wastewater Fund-**

Rev.	\$657,340	\$ 124,911	19.00%
Exp.	\$657,340	\$ 122,023	18.56%

**Water Fund-**

Rev.	\$737,800	\$ 122,522	16.61%
Exp.	\$737,800	\$ 116,130	15.74%

**Health & Dental Benefits**

Per Council's request, here are the 2013 numbers (through 2/28/2013) for employee health, dental, and life (including accidental death and short-term disability).

	<u>City Portion</u>	<u>Employee Portion</u>	<u>Total Paid</u>
Health:	\$ 35,318.42	\$ 8,829.46	\$ 44,147.88
Dental:	1,356.78	338.96	1,695.74
Life:	<u>1,220.16</u>	<u>0</u>	<u>1,220.16</u>
	\$ 37,895.36	\$ 9,168.42	\$ 47,063.78

**Administrative Employees:**

As of 2/28/2013, we had the following number of administrative employees:

Part-Time:	8 (City Engineer, Planning Administrator, Code Enforcement, City Attorney, City Attorney's Assistant, Intern)
Full-Time:	7 (City Administrator, Deputy City Administrator, City Clerk, City Treasurer, Administrative Assistant, Front Desk Clerk, Court Clerk, Police Clerk)

### Dugan Park Funds

Per Council's request, the following is a breakdown of the Dugan Park funds (as of 02/28/2013)

<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>Remaining Balance:</b>	<b>\$164,014.93</b>

### Snow/Ice Removal Costs

Every year, the City budgets \$10,000 in the Street fund for snow and ice removal. The record snowfall that we had in February has cost the City \$6,500 to date. There are still items to be processed in March, so this total will increase. I will have a final amount at the April meeting.

CITY OF MAIZE/REC COMMISSION  
 SHARED COSTS FOR CITY HALL COMPLEX  
 THRU 02/28/2013

	MONTHLY BILL	CITY PORTION	REC PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	REC PORTION YEAR TO DATE	PERCENT OR FLAT RATE
Phone	\$658.63	\$522.66	\$135.97	\$1,402.92	\$1,130.98	\$271.94	Flat - based on number of lines
Internet	495.00	445.50	49.50	\$990.00	891.00	99.00	Flat - \$49.50/month
Gas	923.94	572.38	351.56	\$2,268.17	1,405.13	863.04	38.05%
Electric	1,887.10	1,169.06	718.04	\$3,508.98	2,173.81	1,335.17	38.05%
Janitor	1,724.42	1,058.97	665.45	\$4,384.21	2,692.34	1,691.87	38.59%
Water/Sewer	0.00	0.00	0.00	\$0.00	0.00	0.00	
Trash	57.92	35.88	22.04	\$115.84	71.76	44.08	38.05%
Insurance (Annual Bill)		0.00	0.00	\$0.00	0.00	0.00	38.59%
Pest Control	275.00	255.00	20.00	\$550.00	510.00	40.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
<b>Total</b>	<b>\$6,022.01</b>	<b>\$4,059.45</b>	<b>\$1,962.56</b>	<b>\$13,220.12</b>	<b>\$8,875.03</b>	<b>\$4,345.09</b>	

**CIP 2013 (As of 2/28/2013)**

<u>Detail</u>	<u>Reason</u>	<u>February Revenue</u>	<u>February Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/13					\$ 250,032.96
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax	-		500.00	37.09
Interest	From Bank Accounts	101.18		200.00	194.03
Transfers	From General Fund	16,666.67		200,000.00	33,333.34
Total Revenues		16,767.85		200,700.00	33,564.46
<b>Total Resources</b>					<b>283,597.42</b>
Street Improvements				150,000.00	-
Technology Upgrades*			20,300.68		20,300.68
Maize Road Project			-	0.00	-
Park Improvements	From Dugan Park Funds		-	164,000.00	-
Other Capital Costs			-	75,000.00	-
Total Expenditures		-	20,300.68	389,000.00	20,300.68
Cash Balance - 02/28/2013					<b>\$ 263,296.74</b>

**\*Technology Upgrades - New software that was budgeted in 2012. This amount was encumbered in 2012 but paid out in 2013. This amount will go against the 2012 budget as planned.**

**Equipment Reserve 2013 (As of 02/28/2013)**

<u>Detail</u>	<u>Reason</u>	<u>February Revenue</u>	<u>February Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/13					\$ 69,249.29
Interest	From Bank Accounts	8.83		50.00	16.94
Transfers	From General Fund	8,875.00		106,500.00	17,750.00
Total Revenues		\$ 8,883.83		\$ 106,550.00	\$ 17,766.94
<b>Total Resources</b>					<b>\$ 87,016.23</b>
Trucks/Heavy Equipment			\$ -	\$ 25,000.00	\$ -
Computers			-	20,000.00	-
Police Department Expenses				55,000.00	-
Total Expenditures			\$ -	\$ 100,000.00	\$ -
Cash Balance - 02/28/2013					<b>\$ 87,016.23</b>

**CAPITAL PROJECTS**

**Temporary Note Resolution  
Series A 2011**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/12	Expenditures 1/1/13 thru 2/28/13	Total Expenditures	Resolution Authorization Less Expenditures
Emerald Springs Paving	57	427-08	\$ 633,000	\$594,220.35	\$0.00	\$594,220.35	\$ 38,779.65
Emerald Springs Water	57	427-08	\$ 264,000	\$222,729.07	\$0.00	\$222,729.07	\$ 41,270.93
Eagles Nest Water	65	437-08	\$ 182,000	\$167,738.33	\$0.00	\$167,738.33	\$ 14,261.67
Eagles Nest Storm Water Pump	65	438-08	\$ 250,000	\$116,044.64	\$0.00	\$116,044.64	\$ 133,955.36
Eagles Nest Sanitary Sewer	65	439-08	\$ 404,000	\$312,058.84	\$0.00	\$312,058.84	\$ 91,941.16
Eagles Nest Storm Water Sewer	65	445-08	\$ 357,000	\$299,330.32	\$0.00	\$299,330.32	\$ 57,669.68
Eagles Nest Paving	65	441-08	\$ 749,000	\$472,149.31	\$0.00	\$472,149.31	\$ 276,850.69
Watercress Addition Phase 2 Water	67	457-09	\$ 95,000	\$58,085.38	\$0.00	\$58,085.38	\$ 36,914.62
Watercress Addition Phase 2 Paving	67	458-09	\$ 285,000	\$205,740.10	\$0.00	\$205,740.10	\$ 79,259.90
Watercress Addition Phase 2 Sewer	67	459-09	\$ 125,000	\$60,776.79	\$0.00	\$60,776.79	\$ 64,223.21
Fiddlers Cove Phase 2 Sewer	68	422-08	\$ 81,000	\$59,943.75	\$0.00	\$59,943.75	\$ 21,056.25
Fiddlers Cove Phase 2 Water	68	423-08	\$ 110,000	\$84,074.95	\$0.00	\$84,074.95	\$ 25,925.05
Fiddlers Cove Phase 2 Paving	68	424-08	\$ 405,600	\$332,713.95	\$0.00	\$332,713.95	\$ 72,886.05

Hampton Lakes Commercial Park Storm Water	73	470-09	\$ 117,000.00	\$ 65,950.32	\$ -	\$ 65,950.32	\$ 51,049.68
Hampton Lakes Commercial Park Sanitary Sewer	73	471-09	\$ 64,000.00	\$ 60,751.22	\$ -	\$ 60,751.22	\$ 3,248.78
Hampton Lakes Commercial Park Drainage Pond	73	472-09	\$ 328,000.00	\$ 290,201.14	\$ -	\$ 290,201.14	\$ 37,798.86
Hampton Lakes 2nd Addition Phase 1 Storm Water	74	481-10	\$ 226,000.00	\$ 142,698.42	\$ -	\$ 142,698.42	\$ 83,301.58
Hampton Lakes 2nd Addition Phase 1 Sanitary Sewer	74	482-10	\$ 92,000.00	\$ 71,151.50	\$ -	\$ 71,151.50	\$ 20,848.50
Hampton Lakes 2nd Addition Phase 1 Water	74	483-10	\$ 56,000.00	\$ 54,007.15	\$ -	\$ 54,007.15	\$ 1,992.85
Hampton Lakes 2nd Addition Phase 1 Paving	74	484-10	\$ 168,000.00	\$ 147,288.58	\$ -	\$ 147,288.58	\$ 20,711.42
Maize Road Improvements	47	Temp Note Resolution #494-11	\$ 1,001,240.00	\$ 1,001,240.00	\$ -	\$ 1,001,240.00	\$ -
Carriage Crossing 6 - High Plains Paving	61	480-10	\$ 212,000.00	\$ 6,954.42	\$ -	\$ 6,954.42	\$ 205,045.58
<b>Totals for Series A 2011</b>			<b>\$4,825,848.53</b>	<b>\$0.00</b>	<b>\$4,825,848.53</b>	<b>\$1,378,991.47</b>	

Temporary Note Resolution  
Series B 2011

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/12	Expenditures 1/1/13 thru 2/28/13	Total Expenditures	Resolution Authorization Less Expenditures
Watercress Village 2nd Addition Storm Water	70	495-11	\$ 138,000.00	\$ 130,246.84	\$ -	\$ 130,246.84	\$ 7,753.16
Watercress Village 2nd Addition Water	70	496-11	\$ 111,000.00	\$ 59,241.05	\$ -	\$ 59,241.05	\$ 51,758.95
Watercress Village 2nd Addition Paving	70	497-11	\$ 272,000.00	\$ 219,953.66	\$ -	\$ 219,953.66	\$ 52,046.34
Watercress Village 2nd Addition Sanitary Sewer	70	500-11	\$ 69,000.00	\$ 52,485.00	\$ -	\$ 52,485.00	\$ 16,515.00
Maize Road Improvements	47	Temp Note Res #502-11	\$ 800,000.00	\$ 797,987.44	\$ 2,012.56	\$ 800,000.00	\$ -
Maize Road Improvements	47	Temp Note Res #466-09	\$ 600,000.00	\$600,000.00	\$0.00	\$600,000.00	\$0.00
<b>Totals for Series B 2011 Notes</b>			<b>\$ 1,990,000.00</b>	<b>\$ 1,859,913.99</b>	<b>\$ 2,012.56</b>	<b>\$ 1,861,926.55</b>	<b>\$ 128,073.45</b>

Temporary Note Resolution Series A 2012

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/12	Expenditures 1/1/13 thru 2/28/13	Total Expenditures	Expenditures Reimbursed by County	Resolution Authorization Less Expenditures
Maize Road Improvements	47	Temp Note Res #506-12	\$ 1,505,000.00	\$1,206,986.67	\$30,569.42	\$30,569.42	\$315,439.50	\$582,883.41

Pending Projects  
2012 Project Funding (Revised 7/16/12)  
No Temp Notes Issued

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/12	Expenditures 1/1/13 thru 2/28/13	Total Expenditures	Resolution Authorization Less Expenditures
Watercress Village 2nd Addition Phase 2 Water	05	509-12	\$ 57,000.00	\$ 47,509.32	\$ 128.03	\$ 47,637.35	\$ 9,362.65
Watercress Village 2nd Addition Phase 2 Paving	05	510-12	\$ 164,000.00	\$ 103,045.88	\$ 38,200.43	\$ 141,246.31	\$ 22,753.69
Watercress Village 2nd Addition Phase 2 Sewer	05	511-12	\$ 70,000.00	\$ 60,789.82	\$ 128.03	\$ 60,917.85	\$ 9,082.15
Watercress Village 2nd Addition Phase 2 Storm Water	05	512-12	\$ 249,000.00	\$ 141,657.61	\$ 18,900.98	\$ 160,558.59	\$ 88,441.41
Watercress Village 2nd Addition Phase 3 Water	05	513-12	\$ 57,000.00	\$ 40,108.22	\$ 153.50	\$ 40,261.72	\$ 16,738.28
Watercress Village 2nd Addition Phase 3 Paving	05	514-12	\$ 103,000.00	\$ 72,762.14	\$ 20,534.85	\$ 93,296.99	\$ 9,703.01
Watercress Village 2nd Addition Phase 3 Sewer	05	515-12	\$ 64,000.00	\$ 53,254.88	\$ 153.56	\$ 53,408.44	\$ 10,591.56
Central Street Project	05	518-12	\$ 360,000.00	\$ -	\$ 17,842.28	\$ 17,842.28	\$ 342,157.72
Woods @ Watercress Water	05	523-13	\$ 191,000.00	\$ -	\$ 106.82	\$ 106.82	\$ 190,893.18
Woods @ Watercress Paving	05	524-13	\$ 444,000.00	\$ -	\$ 106.82	\$ 106.82	\$ 443,893.18
Woods @ Watercress Sewer	05	525-13	\$ 222,000.00	\$ -	\$ 106.82	\$ 106.82	\$ 221,893.18
Woods @ Watercress Storm Water	05	526-13	\$ 164,000.00	\$ -	\$ 106.82	\$ 106.82	\$ 163,893.18
<b>Totals for Pending Projects</b>			<b>\$ 2,145,000.00</b>	<b>\$ 519,127.87</b>	<b>\$ 96,468.94</b>	<b>\$ 615,596.81</b>	<b>\$ 1,529,403.19</b>

Grand Totals  
Series A  
2011, Series  
B 2011,  
Series B  
2012,  
Pending  
Projects

<u>\$8,411,877.06</u>	<u>\$129,050.92</u>	<u>\$7,333,941.31</u>	<u>\$3,351,907.61</u>
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# CITY OPERATIONS REPORT

**DATE:** March 12, 2013

**TO:** Maize City Council

**FROM:** Richard LaMunyon-Becky Bouska-Sue Villarreal-Laura Fearey

**RE:** March Report

**1) Sign Code**

The revised sign code is completed. Staff has reviewed it and believes it contains the changes discussed with the Planning Commission and Council. It is scheduled for a public hearing at the April 4<sup>th</sup> Planning Commission meeting. Once approved it will be sent on to the Council for consideration. Council action is anticipated for April 22<sup>nd</sup>.

**2) March 15<sup>th</sup> K-96 Meeting**

Maize is hosting the K-96 Board of Officers meeting this Friday in the Council Chambers. We do this once a year. During the meeting David Bossemeyer, Vice President of Business Development, Greater Wichita Economic Development Coalition will make a presentation.. Council members are welcome to attend. The lunch is at 12:30pm and the meeting will start at 1pm. Please advise us if you plan on attending.

**3) Legislative Watch**

Senate Bill 211, which would move local elections to even years in the fall and make them partisan, was heard Wednesday March 13<sup>th</sup>. We will keep you updated as we learn more.

**4) Technology Update**

Beginning May 1, 2013 we will implement the email portion of the utility system. This is an optional benefit for customers who do not wish to receive paper bills. We're quickly moving into full implementation.

**5) Arbor Day Celebration**

The Park and Tree Board will hold a memorial celebration on Arbor Day in remembrance of Nancy Inkelaar. The Board has selected a ginko tree which will be planted in City Park and memorialized with a plaque. The celebration will take place

at the Community Building on April 26<sup>th</sup> at 5:30pm. Everyone is welcome to join the Board in remembering this great member of our community.

**6) Miscellaneous**

- Laura (Bucholz) Rainwater has been out for over a week due to a health issue. Our staff and intern have been filling in for her during this difficult time. We are very proud of their team effort.
- There have been 17 new housing starts for 2013.

**Council Meetings**

- March 18<sup>th</sup> @ 7PM (Regular)
- April 15<sup>th</sup> @ 7PM (Regular)
- April 22<sup>nd</sup> @ 7PM (City/BOE @ BOE)
- May 20<sup>th</sup> @ 7PM (Regular)
- June 3<sup>rd</sup> @ 5:30PM (Budget Workshop)
- June 17<sup>th</sup> @ 7PM (Regular)