

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, SEPTEMBER 16, 2013
PLACE: MAIZE CITY HALL
10100 GRADY AVENUE

AMENDED AGENDA

MAYOR CLAIR DONNELLY PRESIDING

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 4a) Public Comments
- 5) Consent Agenda
 - A. Approval of Minutes – Regular Council Meeting of August 19, 2013.
 - B. Receive and file minutes from the Park and Tree Board meeting of August 13, 2013
 - C. Cash Disbursements from August 1, 2013 to August 31, 2013 in the amount of \$1,261,186.60 (Check #56731 thru #56898).
 - D. Adopt 2013 Standard Traffic Ordinances and the 2013 Uniform Public Offense Code.
- 5a) Old Business
 - A. Watercress Village Third Addition Revised Petition and Resolution
- 6) New Business
 - A. 2013 B Temporary Note Resolution
 - B. 2013 C Bond Sale (Resolution & Ordinance)
 - C. Hampton Lakes II Phase 2 Paving Contract
 - D. Watercress Village Third Addition Paving Construction Bids and Contract
- 7) Reports
 - Police
 - Public Works
 - City Engineer
 - Planning & Zoning
 - City Clerk
 - Legal
 - Operations
 - Mayor's Report
 - Council Member's Reports
- 8) Executive Session
- 9) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, August 19, 2013**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **August 19, 2013** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Donna Clasen, Alex McCreath, Pat Stivers, Karen Fitzmier** and **Kevin Reid**.

Also present were: **Richard LaMunyon**, City Administrator, **Rebecca Bouska**, Deputy City Administrator, **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, **Larry Kleeman**, Financial Advisor and **Kim Bell**, Bond Counsel.

APPROVAL OF AGENDA:

The Agenda was submitted for Council approval.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including the Council Meeting Minutes of July 15, 2013 and July 29, 2013 for approval, the Park and Tree Board minutes of July 9, 2013 for receipt and file, the Cash Disbursement Report from July 1, 2013 through July 31, 2013 in the amount of \$718,264.61 (Check #56592 through #56730).

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

GO REFUNDING BONDS SERIES 2013B SALE ORDINANCE AND RESOLUTION:

Bids for the sale of the Series 2013B General Obligation Refunding Bonds were submitted to the Council. Central Sates Capital Markets submitted the low bid with an average net interest rate of 3.23% over the next 14 years.

An ordinance authorizing the issuance of the Series 2013B General Obligation 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 of 3.23% from Central States Capital Markets
Fitzmier seconded. Motion declared carried.

MOTION: **Clasen** moved to approve the ordinance authorizing and providing for the issuance of the refunding bonds.
Fitzmier seconded. Motion declared carried.

City Clerk assigned Ordinance #866.

MOTION: **Clasen** moved to approve the resolution prescribing the form and details of the refunding bonds.
Fitzmier seconded. Motion declared carried.

City Clerk assigned Resolution #542-13.

RUGGLES AND BOHM, P.A. ENGINEERING CONTRACT:

An agreement with Ruggles and Bohm, P.A. in the amount of \$3,250 to perform a study to review options for assessment of water and sewer construction costs in the City was submitted for Council approval.

MOTION: **Clasen** moved to approve the Ruggles and Bohm, P.A. contract in an amount not to exceed \$3,250 and authorize the Mayor to sign.
Fitzmier seconded. Motion declared carried.

HAMPTON LAKES 2ND ADDITION PHASE 2 REVISED PETITION AND RESOLUTION:

A revised petition and resolution of advisability for water distribution improvements in the Hampton Lakes 2nd Addition Phase 2 were submitted for approval.

MOTION: *Clasen* moved to accept the revised petition for water distribution system improvements in Hampton Lakes 2nd Addition Phase 2 and adopt the revised resolution of advisability in an amount of \$40,000.
McCreath seconded. Motion declared carried.

City Clerk assigned Resolution #543-13.

HAMPTON LAKES 2ND ADDITION PHASE 2 WATER AND SEWER CONSTRUCTION BIDS AND CONTRACT:

Construction bids and contract for water and sewer improvements in Hampton Lakes 2nd Addition Phase 2 were submitted for approval.

MOTION: *Stivers* moved to accept the low bid and approve the construction agreement with Nowak Construction in an amount not to exceed \$27,726.75 for water and \$19,908 for sewer and authorize the Mayor to sign,
Fitzmier seconded. Motion declared carried.

WATERCRESS VILLAGE 3RD ADDITION WATER AND SEWER CONSTRUCTION BIDS AND CONTRACT:

Construction bids and contract for water and sewer improvements in Watercress Village 3rd Addition were submitted for approval.

MOTION: *Fitzmier* moved to accept the low bid and approve the construction contract with Mies Construction in an amount not to exceed \$56,015 for water and \$57,350 for sewer and authorize the Mayor to sign.
Reid seconded. Motion declared carried.

SERIES 2013B TEMP NOTES AND SERIES 2013C BONDS:

Resolutions authorizing the sale of Series 2013B Temporary Notes and Series 2013C Bonds were submitted for Council approval.

MOTION: *Clasen* moved to approve the sales resolution for the Series 2013B Temp Notes and the 2013C Bonds.
McCreath seconded. Motion declared carried.

City Clerk assigned Resolution #544-13 (Series 2013B Notes)

City Clerk assigned Resolution #545-13 (Series 2013C Bonds)

EXECUTIVE SESSION:

Mayor Donnelly requested a 20-minute executive session to discuss preliminary land acquisition and attorney/client matters.

MOTION: *Clasen* moved to enter executive session for 20 minutes to discuss preliminary land acquisition and attorney/client matters.
Fitzmier seconded. Motion declared carried.

The Council entered executive session at 8:55 pm and reconvened at 9:15 pm. No action was taken.

MOTION: *Clasen* moved to re-enter executive session for 15 minutes to discuss non-elected personnel matters.
McCreath seconded. Motion declared carried.

The Council re-entered executive session at 9:15 pm and reconvened at 9:15 pm. No action was taken.

ADJOURNMENT:

With no further business before the Council,

MOTION: *Clasen* 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, August 13, 2013**

The Maize Park and Tree Board met in a regular meeting at 7:04PM, Tuesday, August 13, 2013 with **Tammy Learned** presiding. Board members present were **Betty Pew, Jennifer Herington, Mike Burks, and Becky Keiterbell**. Member absent was **Dennis Wyatt**

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

Approval of Agenda:

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

Approval of the July 9, 2013:

MOTION: **Pew** moved to approve the minutes.
Herington seconded. Motion declared carried.

Water Park Plan Update:

Fearey will confirm with **Wyatt** that White Hutchinson will attend next month's meeting.

Fall Festival Discussion:

Fearey will get with Mary Belton regarding the possibility of helping with an event other than the Pie Eating Contest at the Maize Fall Festival.

Budget Review:

Fearey will check with Jocelyn Reid, the City Clerk, on the mileage charges. **Fearey** will also get additional information regarding getting rubber mulch for the tyke playground at the City Park.

MOTION: **Herington** moved to approve doubling the tree reimbursement funds to \$1,000.
Pew seconded. Motion declared carried.

Other Items:

MOTION: **Pew** moved to approve buying a dozen cookies from Connie's Cookies to thank the Public Works Department for installing the shed.

Herington seconded. Motion declared carried.

Adjournment:

With no further business before the board:

MOTION: **Pew** motioned to adjourn.
Burks seconded. Motion declared carried.
Meeting adjourned at 7:36PM.

Approved by the Park and Tree Board on _____ 2013.

Park and Tree Board Member

Recording Secretary

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0022		ALL SEASONS SPORTSWEAR				
I-35109	7/12/2013 AP	CSI CAMP SHIRTS DUE: 7/12/2013 DISC: 7/12/2013 CSI CAMP SHIRTS	358.80	1099: N 01 5-20-7969	911 CAMP EXPENS	358.80
I-35158	7/19/2013 AP	911 CAMP SHIRT DUE: 7/19/2013 DISC: 7/19/2013 911 CAMP SHIRT	12.95	1099: N 01 5-20-7969	911 CAMP EXPENS	12.95
=== VENDOR TOTALS ===			371.75			
01-0023		ALLPAK BATTERY				
I-225390	7/15/2013 AP	BATTERIES FOR EMERGENCY LIGHT DUE: 7/15/2013 DISC: 7/15/2013 BATTERIES FOR EMERGENCY LIGHTS	156.00	1099: N 01 5-40-8405	BUILDING CONTEN	156.00
I-229559	7/16/2013 AP	BATTERIES FOR GENERATOR DUE: 7/16/2013 DISC: 7/16/2013 BATTERIES FOR GENERATOR	305.00	1099: N 20 5-00-8302	BATTERIES (NON	305.00
=== VENDOR TOTALS ===			461.00			
01-0394		BIG SKY PARTY RENTALS LLC				
I-318549	7/08/2013 AP	DUNK TANK-NATIONAL NIGHT OUT DUE: 7/08/2013 DISC: 7/08/2013 DUNK TANK-NATIONAL NIGHT OUT	250.00	1099: N 01 5-20-8000	NATIONAL NIGHT	250.00
=== VENDOR TOTALS ===			250.00			
01-0054		BUTCHER BLOCK				
I-201307310918	7/30/2013 AP	FOOD FOR NATL NIGHT OUT DUE: 7/30/2013 DISC: 7/30/2013 FOOD FOR NATL NIGHT OUT	346.80	1099: N 01 5-20-8000	NATIONAL NIGHT	346.80
=== VENDOR TOTALS ===			346.80			
01-0055		CARQUEST OF WICHITA				
I-12480-107913	7/17/2013 AP	FUEL PUMP-DODGE TRUCK DUE: 7/17/2013 DISC: 7/17/2013 FUEL PUMP-DODGE TRUCK	261.76	1099: N 02 5-00-8104	AUTOMOTIVE	261.76
=== VENDOR TOTALS ===			261.76			

8/01/2013 10:49 AM
 PACKET: 0 3 080113 AP
 VENDOR SET: 01 CITY OF MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0062		CENTRAL POWER SYSTEMS				
I-1045939	7/29/2013 AP	GENERATOR @ PLANTATION LS DUE: 7/29/2013 DISC: 7/29/2013 GENERATOR @ PLANTATION LS <i>repair</i>	781.79	1099: N 20 5-00-8109	ELECTRICAL EQUI	781.79
		=== VENDOR TOTALS ===	781.79			
01-0066		CINTAS FIRST AID & SAFETY				
I-0417107924	7/10/2013 AP	FIRST AID KIT REFILL-SHOP DUE: 7/10/2013 DISC: 7/10/2013 FIRST AID KIT REFILL-SHOP	39.52	1099: N 02 5-00-8503	SAFETY EQUIPMEN	39.52
		=== VENDOR TOTALS ===	39.52			
01-0070		CITY OF WICHITA				
I-AR342742	7/12/2013 AP	ANIMAL CONTROL - JUNE 2013 DUE: 7/12/2013 DISC: 7/12/2013 ANIMAL CONTROL - JUNE 2013	75.00	1099: N 01 5-20-7502	PROFESSIONAL SE	75.00
		=== VENDOR TOTALS ===	75.00			
01-0326		CORNEJO & SONS, LLC				
I-13313 1	7/26/2013 AP	CITY HALL PARKING LOT DUE: 7/26/2013 DISC: 7/26/2013 CITY HALL PARKING LOT	4,815.00	1099: N 04 5-00-8974	STREET IMPROVEM	4,815.00
I-13500*2	7/15/2013 AP	CENTRAL AVE IMPROVEMENTS DUE: 7/15/2013 DISC: 7/15/2013 CENTRAL AVE IMPROVEMENTS	178,522.19	1099: N 05 5-00-7500	CONTRACTORS	178,522.19
		=== VENDOR TOTALS ===	183,337.19			
01-0392		CRAIG T & JENNIFER M OHL				
I-201308010928	7/31/2013 AP	MAIZE HOUSING GRANT DUE: 7/31/2013 DISC: 7/31/2013 MAIZE HOUSING GRANT	959.34	1099: N 01 5-80-9015	HOUSING GRANT	959.34
		=== VENDOR TOTALS ===	959.34			

-----ID-----	ITM DATE		GROSS	P.O. #		
	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0080		CS & S GRAPHICS				
I-225242	7/23/2013	POLICE BADGE STICKERS	70.09			
	AP	DUE: 7/23/2013 DISC: 7/23/2013		1099: N		
		POLICE BADGE STICKERS		01 5-20-8603	COMMODITIES	70.09
		=== VENDOR TOTALS ===	70.09			
01-0091		DEPT OF HEALTH & ENVIRONMENT				
I-201307310916	7/26/2013	WATER ANALYSIS-2ND QTR 2013	110.00			
	AP	DUE: 7/26/2013 DISC: 7/26/2013		1099: N		
		WATER ANALYSIS-2ND QTR 2013		21 5-00-7111	LAB ANALYSIS	110.00
		=== VENDOR TOTALS ===	110.00			
01-0093		DIGITAL OFFICE SYSTEMS				
I-219806	7/29/2013	MAINTENANCE COPIERS & PRINTER	67.50			
	AP	DUE: 7/29/2013 DISC: 7/29/2013		1099: N		
		MAINTENANCE COPIERS & PRINTERS		01 5-10-7601	EQUIPMENT RENTAL	67.50
I-IN218832	7/19/2013	INK CARTRIDGES	125.00			
	AP	DUE: 7/19/2013 DISC: 7/19/2013		1099: N		
		INK CARTRIDGES		01 5-10-8005	OFFICE SUPPLIES	125.00
I-IN218835	7/19/2013	INK CARTRIDGES	133.94			
	AP	DUE: 7/19/2013 DISC: 7/19/2013		1099: N		
		INK CARTRIDGES		01 5-10-8005	OFFICE SUPPLIES	133.94
		=== VENDOR TOTALS ===	326.44			
01-0308		EDWARDS EXTERMINATING				
I-2139	7/31/2013	PEST CONTROL-JULY	275.00			
	AP	DUE: 7/31/2013 DISC: 7/31/2013		1099: N		
		CITY HALL/COMM BUILDING		01 5-40-7502	PROFESSIONAL SE	235.00
		MAINTENANCE BUILDING		02 5-00-7502	PROFESSIONAL SE	20.00
		WELL HOUSES		21 5-00-7502	PROFESSIONAL SE	20.00
		=== VENDOR TOTALS ===	275.00			
01-0105		FREESTYLE SIGN CO., INC.				
I-108005	7/29/2013	PORTABLE SIGN-NATL NIGHT OUT	85.00			
	AP	DUE: 7/29/2013 DISC: 7/29/2013		1099: N		
		PORTABLE SIGN-NATL NIGHT OUT		01 5-20-8000	NATIONAL NIGHT	85.00
		=== VENDOR TOTALS ===	85.00			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0108	GILMORE & BELL					
I-27578	7/17/2013 AP	ARBITRAGE-2011A TEMP NOTES DUE: 7/17/2013 DISC: 7/17/2013 ARBITRAGE-2011A TEMP NOTES	1,800.00	1099: N 01 5-10-7503	LEGAL SERVICES	1,800.00
I-27591	7/17/2013 AP	ARBITRAGE -SERIES 2008A BONDS DUE: 7/17/2013 DISC: 7/17/2013 ARBITRAGE -SERIES 2008A BONDS	600.00	1099: N 01 5-10-7503	LEGAL SERVICES	600.00
=== VENDOR TOTALS ===			2,400.00			
01-0118	HUBER MAINTENANCE SUPPLY					
I-025518	7/25/2013 AP	JANITORIAL SUPPLIES-CITY HALL DUE: 7/25/2013 DISC: 7/25/2013 JANITORIAL SUPPLIES-CITY HALL	209.94	1099: N 01 5-40-8601	CUSTODIAL SUPPL	209.94
=== VENDOR TOTALS ===			209.94			
01-0120	ICE MASTERS					
I-4068490	7/25/2013 AP	ICE MACHINE RENTAL DUE: 7/25/2013 DISC: 7/25/2013 ICE MACHINE RENTAL	80.00	1099: N 01 5-40-8603	COMMODITIES	80.00
=== VENDOR TOTALS ===			80.00			
01-0393	INTERSTATE ALL BATTERY CENTER					
I-16321	7/29/2013 AP	BATTERY FOR LOADER DUE: 7/29/2013 DISC: 7/29/2013 BATTERY FOR LOADER	132.75	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	132.75
=== VENDOR TOTALS ===			132.75			
01-0136	KA-COMM, INC.					
I-117225	7/12/2013 AP	FLASHLIGHTS - PD DUE: 7/12/2013 DISC: 7/12/2013 FLASHLIGHTS - PD	2,202.58	1099: N 32 5-00-8509	NON-CAPITAL EQU	2,202.58
=== VENDOR TOTALS ===			2,202.58			

Charged to
Drug Enforcement
Fund

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0152		KANSAS PAVING				
I-201307310921	7/01/2013 AP	STORM WATER IMPROVEMENTS DUE: 7/01/2013 DISC: 7/01/2013 STORM WATER IMPROVEMENTS	64,263.66	1099: N 05 5-00-7500	Woods @ Contractors	64,263.66
		=== VENDOR TOTALS ===	64,263.66			
01-0158		KANSASLAND TIRE				
I-073248	7/26/2013 AP	HEADLIGHT REPLACEMENT - #111 DUE: 7/26/2013 DISC: 7/26/2013 HEADLIGHT REPLACEMENT - #111	64.84	1099: N 01 5-20-8104	AUTOMOTIVE	64.84
		=== VENDOR TOTALS ===	64.84			
01-0161		KEENAN KELLEY				
I-1248	7/19/2013 AP	SLUDGE REMOVAL DUE: 7/19/2013 DISC: 7/19/2013 SLUDGE REMOVAL	2,520.00	1099: N 20 5-00-7500	CONTRACTORS	2,520.00
		=== VENDOR TOTALS ===	2,520.00			
01-0162		KIM EDGINGTON				
I-201307310920	7/31/2013 AP	CAFE PLAN REIMBURSEMENT DUE: 7/31/2013 DISC: 7/31/2013 CAFE PLAN REIMBURSEMENT	280.00	1099: N 38 5-00-9301	MEDICAL EXPENSE	280.00
		=== VENDOR TOTALS ===	280.00			
01-0165		KWIK SHOP, INC.				
I-201308010926	7/15/2013 AP	UNLEADED FUEL-PD DUE: 7/15/2013 DISC: 7/15/2013 UNLEADED FUEL-PD	1,542.37	1099: N 01 5-20-8306	UNLEADED FUEL	1,542.37
		=== VENDOR TOTALS ===	1,542.37			
01-0175		LEE REED ENGRAVING, INC.				
I-127023	7/23/2013 AP	PLANNING COMM NAME PLATES DUE: 7/23/2013 DISC: 7/23/2013 PLANNING COMM NAME PLATES	110.35	1099: N 01 5-10-8603	COMMODITIES	110.35
		=== VENDOR TOTALS ===	110.35			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0180	MAIZE HOTEL, LLC					
I-201308010924	7/26/2013 AP	TRANSIENT GUEST TAX-2ND QTR DUE: 7/26/2013 DISC: 7/26/2013 TRANSIENT GUEST TAX-2ND QTR	21,641.58	1099: N 01 5-80-9020	TRANSIENT GUEST	21,641.58
=== VENDOR TOTALS ===			21,641.58			
01-0183	MAUGHAN & MAUGHAN					
I-201307310915	7/31/2013 AP	CITY PROSECUTOR - JULY DUE: 7/31/2013 DISC: 7/31/2013 CITY PROSECUTOR - JULY	1,200.00	1099: N 01 5-30-6100	SALARIES	1,200.00
=== VENDOR TOTALS ===			1,200.00			
01-0185	MAYER SPECIALTY SERVICES					
I-2013339	7/17/2013 AP	CONTRACT SEWER MAINTENANCE DUE: 7/17/2013 DISC: 7/17/2013 CONTRACT SEWER MAINTENANCE	17,400.15	1099: N 20 5-00-7500	CONTRACTORS	17,400.15
=== VENDOR TOTALS ===			17,400.15			
01-1	MISCELLANEOUS VENDOR					
I-201308010929	7/31/2013 AP	TANNER COX:TREE REIMBURSEMENT DUE: 7/31/2013 DISC: 7/31/2013 TANNER COX:TREE REIMBURSEMENT	100.00	1099: N 01 5-90-7982	TREE BOARD EXPE	100.00
I-201308010930	7/31/2013 AP	KAY SANDS:TREE REIMBURSEMENT DUE: 7/31/2013 DISC: 7/31/2013 KAY SANDS:TREE REIMBURSEMENT	35.00	1099: N 01 5-90-7982	TREE BOARD EXPE	35.00
I-201308010931	7/31/2013 AP	ROBERT REESER:TREE REIMBURSE DUE: 7/31/2013 DISC: 7/31/2013 ROBERT REESER:TREE REIMBURSE	100.00	1099: N 01 5-90-7982	TREE BOARD EXPE	100.00
I-201308010934	5/28/2013 AP	MIKE BURKS:REIMBURSEMENT DUE: 5/28/2013 DISC: 5/28/2013 SUPPLIES FOR PARK	37.51	1099: N 01 5-90-7982	TREE BOARD EXPE	37.51
=== VENDOR TOTALS ===			272.51			

3 yr contract
sewer sand operations

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0189	MKEC					
I-97963	7/19/2013 AP	ENGINEERING-WOODS@WATERCRESS DUE: 7/19/2013 DISC: 7/19/2013 ENGINEERING-WOODS@WATERCRESS	23,771.26	1099: N 05 5-00-7501	ENGINEERING SER	23,771.26
=== VENDOR TOTALS ===			23,771.26			
01-0210	POSTAGE BY PHONE					
I-201307310922	7/17/2013 AP	POSTAGE DUE: 7/17/2013 DISC: 7/17/2013 POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE	500.00	1099: N 01 5-10-7203 01 5-20-7203 01 5-30-7203 20 5-00-7203 21 5-00-7203	POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE	100.00 100.00 100.00 100.00 100.00
=== VENDOR TOTALS ===			500.00			
01-0224	ROBERT'S HUTCH-LINE					
I-261444	7/23/2013 AP	CSI CAMP SUPPLIES DUE: 7/23/2013 DISC: 7/23/2013 CSI CAMP SUPPLIES	32.16	1099: N 01 5-20-7969	911 CAMP EXPENS	32.16
=== VENDOR TOTALS ===			32.16			
01-0225	RON SMOTHERS					
I-201308010923	7/23/2013 AP	CAFE PLAN REIMBURSEMENT DUE: 7/23/2013 DISC: 7/23/2013 CAFE PLAN REIMBURSEMENT	1,260.00	1099: N 38 5-00-9301	MEDICAL EXPENSE	1,260.00
=== VENDOR TOTALS ===			1,260.00			
01-0229	SAFETY-KLEEN					
I-61230400	7/22/2013 AP	CLEANING SOLVENT DUE: 7/22/2013 DISC: 7/22/2013 CLEANING SOLVENT	186.95	1099: N 02 5-00-8310	OTHER SUPPLIES	186.95
=== VENDOR TOTALS ===			186.95			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0256	TKFAST					
I-16410	7/25/2013 AP	MONTHLY BACKUP SERVICE DUE: 7/25/2013 DISC: 7/25/2013 MONTHLY BACKUP SERVICE	450.00	1099: N 01 5-10-7504	COMPUTER TECH S	450.00
I-16413	7/25/2013 AP	COMPUTER TECH SUPPORT DUE: 7/25/2013 DISC: 7/25/2013 COMPUTER TECH SUPPORT COMPUTER TECH SUPPORT	120.00	1099: N 01 5-10-7504 01 5-20-7504	COMPUTER TECH S COMPUTER TECH S	20.00 100.00
I-16414	7/25/2013 AP	REPLACEMENT DESKTOPS DUE: 7/25/2013 DISC: 7/25/2013 REPLACEMENT DESKTOPS	12,300.00	1099: N 10 5-00-8801	COMPUTERS	12,300.00
=== VENDOR TOTALS ===			12,870.00			
01-0264	TYLER TECHNOLOGIES					
I-025-74894	7/31/2013 AP	MONTHLY ONLINE HOSTING DUE: 7/31/2013 DISC: 7/31/2013 MONTHLY ONLINE HOSTING MONTHLY ONLINE HOSTING MONTHLY ONLINE HOSTING	190.00	1099: N 01 5-30-7504 20 5-00-7504 21 5-00-7504	COMPUTER TECH S COMPUTER TECH S COMPUTER TECH S	116.67 36.67 36.66
=== VENDOR TOTALS ===			190.00			
01-0266	UNI FIRST					
I-2400408708	7/23/2013 AP	UNIFORMS & MATS DUE: 7/23/2013 DISC: 7/23/2013 UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS UNIFORMS AND MATS	282.33	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	70.59 70.59 70.59 70.56
I-2400410132	7/29/2013 AP	UNIFORMS AND MATS DUE: 7/29/2013 DISC: 7/29/2013 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 ===			545.68			

Replaced all accs
Adm
PD
Sand-equip reserve

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0291		WILLIAM MCKINLEY				
I-201307310917	7/29/2013 AP	CAFE PLAN REIMBURSEMENT DUE: 7/29/2013 DISC: 7/29/2013 CAFE PLAN REIMBURSEMENT	456.50	1099: N 38 5-00-9301	MEDICAL EXPENSE	456.50
I-201307310919	7/30/2013 AP	MILEAGE REIMBURSEMENT DUE: 7/30/2013 DISC: 7/30/2013 MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT	152.55	1099: N 05 5-00-6305 47 5-00-6305 05 5-00-6305	MILEAGE REIMBUR MILEAGE/TRAVEL MILEAGE REIMBUR	50.85 50.85 50.85
=== VENDOR TOTALS ===			609.05			
01-0391		WINZER				
I-4647902	4/17/2013 AP	LUBRICANT FOR MACHINERY DUE: 4/17/2013 DISC: 4/17/2013 LUBRICANT FOR MACHINERY	91.90	1099: N 02 5-00-8403	GARAGE/SHOP EQU	91.90
=== VENDOR TOTALS ===			91.90			
=== PACKET TOTALS ===			342,128.41			

Wanda Clasen
8/2

8/05/2013 4:23 PM
 PACKET: 001P ^80513 NNO
 VENDOR SET: CITY OF MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-1		MISCELLANEOUS VENDOR				
I-201308050939	8/05/2013 AP	KIRA OTTAWAY:NATL NIGHT OUT DUE: 8/05/2013 DISC: 8/05/2013 KIRA OTTAWAY:NATL NIGHT OUT	200.00	1099: N 01 5-20-8000	NATIONAL NIGHT	200.00
		=== VENDOR TOTALS ===	200.00			
		=== PACKET TOTALS ===	200.00			

Roma Clasen
8/15/2013

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0024	AMAZON					
I-201308150956	7/29/2013 AP	SUPPLIES DUE: 7/29/2013 DISC: 7/29/2013 PRINTER PRINTER I-PAD ACCESSORIES PRINTER	381.13	1099: N 02 5-00-8005 20 5-00-8005 01 5-10-8005 21 5-00-8005	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	81.91 81.91 135.41 81.90
=== VENDOR TOTALS ===			381.13	<i>Sales tax \$2532 in this amount.</i>		
01-0056	CASEY'S GENERAL STORES, INC.					
I-201308150957	7/31/2013 AP	UNLEADED FUEL DUE: 7/31/2013 DISC: 7/31/2013 UNLEADED FUEL - PD UNLEADED FUEL - PUBLIC WORKS UNLEADED FUEL - PUBLIC WORKS UNLEADED FUEL - PUBLIC WORKS UNLEADED FUEL - CEMETERY	2,471.22	1099: N 01 5-20-8306 02 5-00-8306 20 5-00-8306 21 5-00-8306 98 5-00-8306	UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL	1,240.11 378.47 378.47 378.47 95.70
=== VENDOR TOTALS ===			2,471.22			
01-0316	CHRIS FARBER CONSTRUCTION					
I-1263	7/29/2013 AP	SEWER PLANT ROOF REPAIR DUE: 7/29/2013 DISC: 7/29/2013 SEWER PLANT ROOF REPAIR	6,699.00	1099: N 20 5-00-7701	BUILDING/GROUND	6,699.00
=== VENDOR TOTALS ===			6,699.00	<i>D-13000⁰⁰</i> <i>Wind Damages</i> <i>Rec'd 1,096.20 - with IRS</i>		
01-0066	CINTAS FIRST AID & SAFETY					
I-0417108998	8/07/2013 AP	FIRST AID KIT REFILL-SHOP DUE: 8/07/2013 DISC: 8/07/2013 FIRST AID KIT REFILL-SHOP	62.41	1099: N 02 5-00-8503	SAFETY EQUIPMEN	62.41
I-0417109001	8/09/2013 AP	FIRST AID KIT REFILLS DUE: 8/09/2013 DISC: 8/09/2013 FIRST AID KIT REFILLS FIRST AID KIT REFILLS	172.99	1099: N 01 5-10-8603 01 5-20-8603	COMMODITIES COMMODITIES	73.95 99.04
=== VENDOR TOTALS ===			235.40	<i>Will receive 2602.80 IRS</i>		

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0070			CITY OF WICHITA				
I-AR342757	8/07/2013	AP	ANIMAL CONTROL SERVICES DUE: 8/07/2013 DISC: 8/07/2013 ANIMAL CONTROL SERVICES	75.00	1099: N 01 5-20-7502	PROFESSIONAL SE	75.00
			=== VENDOR TOTALS ===	75.00			
01-0115			HD SUPPLY WATERWORKS				
I-B311328	8/06/2013	AP	PARTS TO REPAIR WATER LINE DUE: 8/06/2013 DISC: 8/06/2013 PARTS TO REPAIR WATER LINE	35.68	1099: N 21 5-00-8310	OTHER SUPPLIES	35.68
			=== VENDOR TOTALS ===	35.68			
01-0393			INTERSTATE ALL BATTERY CENTER				
I-1913201001480	7/16/2013	AP	BATTERY FOR LS GENERATOR DUE: 7/16/2013 DISC: 7/16/2013 BATTERY FOR LS GENERATOR	123.55	1099: N 20 5-00-8302	BATTERIES (NON	123.55
			=== VENDOR TOTALS ===	123.55			
01-0131			JOHN D PALMER				
I-201308150964	7/29/2013	AP	CEMETERY MAINTENANCE DUE: 7/29/2013 DISC: 7/29/2013 CEMETERY MAINTENANCE	400.00	1099: N 98 5-00-7520	CEMETERY GROUND	400.00
I-201308150965	8/12/2013	AP	CEMETERY MAINTENANCE DUE: 8/12/2013 DISC: 8/12/2013 CEMETERY MAINTENANCE	400.00	1099: N 98 5-00-7520	CEMETERY GROUND	400.00
			=== VENDOR TOTALS ===	800.00			
01-0136			KA-COMM, INC.				
I-117687	8/05/2013	AP	LIGHT BAR REPAIR DUE: 8/05/2013 DISC: 8/05/2013 LIGHT BAR REPAIR	261.00	1099: N 01 5-20-8111	TOOLS/EQUIPMENT	261.00
			=== VENDOR TOTALS ===	261.00			

8/15/2013 10:14 AM
 PACKET: 001 81513 AP
 VENDOR SET: 01 CITY OF MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0160		KANSAS DEPT OF HEALTH & ENVIRO				
I-201308150958	8/05/2013 AP	WASTEWATER PERMIT FEE DUE: 8/05/2013 DISC: 8/05/2013 WASTEWATER PERMIT FEE	60.00	1099: N 20 5-00-7009	CERTIFICATION F	60.00
		=== VENDOR TOTALS ===	60.00			
01-0151		KANSAS ONE-CALL SYSTEM, INC.				
I-3070357	7/31/2013 AP	JULY LOCATES DUE: 7/31/2013 DISC: 7/31/2013 JULY LOCATES JULY LOCATES	241.20	1099: N 20 5-00-7502 21 5-00-7502	PROFESSIONAL SE PROFESSIONAL SE	120.60 120.60
		=== VENDOR TOTALS ===	241.20			
01-0158		KANSASLAND TIRE				
I-073317	7/31/2013 AP	OIL CHANGE - CAR #512 DUE: 7/31/2013 DISC: 7/31/2013 OIL CHANGE - CAR #512	27.70	1099: N 01 5-20-8304	OIL CHANGES	27.70
I-073504	8/13/2013 AP	SERVICE - 2003 DODGE TRUCK DUE: 8/13/2013 DISC: 8/13/2013 SERVICE - 2003 DODGE TRUCK	917.77	1099: N 02 5-00-8104	AUTOMOTIVE	917.77
		=== VENDOR TOTALS ===	945.47			
01-0168		LA RUE COFFEE				
I-27001763228	8/02/2013 AP	COFFEE SERVICE - ADMIN DUE: 8/02/2013 DISC: 8/02/2013 COFFEE SERVICE - ADMIN	78.83	1099: N 01 5-10-8603	COMMODITIES	78.83
		=== VENDOR TOTALS ===	78.83			
01-0174		LEAGUE OF KANSAS MUNICIPALITIES				
I-13-2338	8/06/2013 AP	STO & UPOC BOOKS DUE: 8/06/2013 DISC: 8/06/2013 STO & UPOC BOOKS STO & UPOC BOOKS	434.06	1099: N 01 5-20-6303 01 5-30-6303	SUBSCRIPTIONS SUBSCRIPTIONS	217.03 217.03
		=== VENDOR TOTALS ===	434.06			

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 VENDOR SET: CITY OF MAIZE AP
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A/P Direct Item Register

-----ID-----	ITM DATE	DESCRIPTION	GROSS DISCOUNT	P.O. #	G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0185		MAYER SPECIALTY SERVICES					
I-2013367	8/05/2013	EMERGENCY SERVICE-LONGBRANCH	600.00				
	AP	DUE: 8/05/2013 DISC: 8/05/2013		1099: N			
		EMERGENCY SERVICE-LONGBRANCH		20	5-00-7500	CONTRACTORS	600.00
		=== VENDOR TOTALS ===	600.00				
01-1		MISCELLANEOUS VENDOR					
I-201308150961	8/08/2013	JEFF FULLERTON:BOND REFUND	100.00				
	AP	DUE: 8/08/2013 DISC: 8/08/2013		1099: N			
		JEFF FULLERTON:BOND REFUND		12	5-00-9908	MUNICIPAL BOND	100.00
		=== VENDOR TOTALS ===	100.00				
01-0206		PEREGRINE CORPORATION					
I-877736	7/30/2013	BUSINESS CARDS	90.00				
	AP	DUE: 7/30/2013 DISC: 7/30/2013		1099: N			
		BUSINESS CARDS		02	5-00-8603	COMMODITIES	30.00
		BUSINESS CARDS		20	5-00-8004	PRE-PRINTED FOR	30.00
		BUSINESS CARDS		21	5-00-8004	PRE-PRINTED FOR	30.00
		=== VENDOR TOTALS ===	90.00				
01-0213		PRIDE AG RESOURCES					
I-201308150966	7/25/2013	SUPPLIES	906.51				
	AP	DUE: 7/25/2013 DISC: 7/25/2013		1099: N			
		SUPPLIES		01	5-20-7969	911 CAMP EXPENS	4.99
		SUPPLIES		01	5-20-8603	COMMODITIES	5.96
		SUPPLIES		01	5-40-8601	CUSTODIAL SUPPL	62.37
		SUPPLIES		01	5-90-7982	TREE BOARD EXPE	349.99
		SUPPLIES		02	5-00-8105	TRUCKS/HEAVY EQ	3.16
		SUPPLIES		02	5-00-8106	LAWN CARE EQUIP	12.97
		SUPPLIES		02	5-00-8304	OIL CHANGES	16.00
		SUPPLIES		02	5-00-8310	OTHER SUPPLIES	61.10
		SUPPLIES		02	5-00-8403	GARAGE/SHOP EQU	46.39
		SUPPLIES		20	5-00-8310	OTHER SUPPLIES	127.40
		SUPPLIES		20	5-00-8402	EQUIPMENT	69.99
		SUPPLIES		20	5-00-8508	HAND TOOLS	10.87
		SUPPLIES		20	5-00-8602	GROUNDS SUPPLIE	29.08
		SUPPLIES		21	5-00-8310	OTHER SUPPLIES	64.25
		SUPPLIES		98	5-00-8310	OTHER SUPPLIES	41.99
		=== VENDOR TOTALS ===	906.51				

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 VENDOR SET: 01 CITY OF MAIZE AP
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A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0221	RESNIK MOTORS					
I-201308150959	4/11/2013 AP	SERVICE - CHIEF'S TRUCK DUE: 4/11/2013 DISC: 4/11/2013 SERVICE - CHIEF'S TRUCK	78.52	1099: N 01 5-20-8104	AUTOMOTIVE	78.52
	=== VENDOR TOTALS ===		78.52			
01-0224	ROBERT'S HUTCH-LINE					
I-262287	7/31/2013 AP	OFFICE SUPPLIES DUE: 7/31/2013 DISC: 7/31/2013 OFFICE SUPPLIES	61.37	1099: N 01 5-10-8005	OFFICE SUPPLIES	61.37
I-262564	8/02/2013 AP	OFFICE SUPPLIES DUE: 8/02/2013 DISC: 8/02/2013 OFFICE SUPPLIES	38.90	1099: N 01 5-10-8005	OFFICE SUPPLIES	38.90
	=== VENDOR TOTALS ===		100.27			
01-0233	SDK LABORATORIES					
I-201308150962	8/02/2013 AP	LAB ANALYSIS-SEWER PLANT DUE: 8/02/2013 DISC: 8/02/2013 LAB ANALYSIS-SEWER PLANT	364.00	1099: N 20 5-00-7008	WASTEWATER LABO	364.00
	=== VENDOR TOTALS ===		364.00			
01-0235	SECURITY 1ST TITLE, LLC					
I-94476	8/13/2013 AP	OWNERSHIP LIST DUE: 8/13/2013 DISC: 8/13/2013 OWNERSHIP LIST	100.00	1099: N 01 5-10-7502	PROFESSIONAL SE	100.00
	=== VENDOR TOTALS ===		100.00			
01-0238	SEDGWICK COUNTY CODE ENFORCEME					
I-201308150960	8/07/2013 AP	MONTHLY PERMITS-JULY 2013 DUE: 8/07/2013 DISC: 8/07/2013 MONTHLY PERMITS-JULY 2013	5,245.75	1099: N 01 5-80-7971	BUILDING INSPEC	5,245.75
	=== VENDOR TOTALS ===		5,245.75			

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0239		SEDGWICK COUNTY DIVISION OF FI				
I-1800036897	8/05/2013 AP	JAIL HOUSING FEES - JULY 2013 DUE: 8/05/2013 DISC: 8/05/2013 JAIL HOUSING FEES - JULY 2013	1,467.18	1099: N 01 5-30-9909	COUNTY JAIL HOU	1,467.18
=== VENDOR TOTALS ===			1,467.18			
01-0242		SHRED-IT WICHITA				
I-9402270665	7/22/2013 AP	SHREDDING SERVICE DUE: 7/22/2013 DISC: 7/22/2013 SHREDDING SERVICE - 04/30/12 SHREDDING SERVICE - 04/30/12	73.50	1099: N 01 5-10-7502 01 5-20-7502	PROFESSIONAL SE PROFESSIONAL SE	29.40 44.10
=== VENDOR TOTALS ===			73.50			
01-0247		STUKEY MOWER SALES				
I-201308150968	8/01/2013 AP	REPLACEMENT MOWER DUE: 8/01/2013 DISC: 8/01/2013 REPLACEMENT MOWER	5,029.68	1099: N 10 5-00-8105	TRUCKS/HEAVY EQ	5,029.68
=== VENDOR TOTALS ===			5,029.68			
01-0256		TkFAST				
I-16515	8/09/2013 AP	REPLACEMENT MONITORS DUE: 8/09/2013 DISC: 8/09/2013 REPLACEMENT MONITORS	2,240.00	1099: N 10 5-00-8801	COMPUTERS	2,240.00
=== VENDOR TOTALS ===			2,240.00			
01-0320		TLO, LLC				
I-201308150963	8/01/2013 AP	POLICE RECORDS SEARCHES DUE: 8/01/2013 DISC: 8/01/2013 POLICE RECORDS SEARCHES	8.75	1099: N 01 5-20-7502	PROFESSIONAL SE	8.75
=== VENDOR TOTALS ===			8.75			
01-0264		TYLER TECHNOLOGIES				
I-025-74458	8/01/2013 AP	ANNUAL MAINTENANCE FEES DUE: 8/01/2013 DISC: 8/01/2013 COURT SOFTWARE SYSTEM SOFTWARE SYSTEM SOFTWARE SYSTEM SOFTWARE	1,671.00	1099: N 01 5-30-7504 01 5-10-7504 20 5-00-7504 21 5-00-7504	COMPUTER TECH S COMPUTER TECH S COMPUTER TECH S COMPUTER TECH S	1,149.00 174.00 174.00 174.00
=== VENDOR TOTALS ===			1,671.00			

*2 individuals in
 231 hours, 315 hours
 \$540.54 + \$937.10*

*Traded old Zipper Saw
 New Replacement Tiger Cat*

*Installed New Dell
 Monitors (14)*

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A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0266	UNI FIRST					
I-2400411549	8/06/2013 AP	UNIFORMS AND MATS DUE: 8/06/2013 DISC: 8/06/2013	494.20	1099: N		
		UNIFORMS AND MATS		01 5-40-7804	UNIFORMS/MATS C	123.55
		UNIFORMS AND MATS		02 5-00-7804	UNIFORMS/MATS C	123.55
		UNIFORMS AND MATS		20 5-00-7804	UNIFORMS/MATS C	123.55
		UNIFORMS AND MATS		21 5-00-7804	UNIFORMS/MATS C	123.55
I-2400413020	8/13/2013 AP	UNIFORMS/MATS DUE: 8/13/2013 DISC: 8/13/2013	265.25	1099: N		
		UNIFORMS AND MATS		01 5-40-7804	UNIFORMS/MATS C	66.32
		UNIFORMS AND MATS		02 5-00-7804	UNIFORMS/MATS C	66.31
		UNIFORMS AND MATS		20 5-00-7804	UNIFORMS/MATS C	66.31
		UNIFORMS AND MATS		21 5-00-7804	UNIFORMS/MATS C	66.31
=== VENDOR TOTALS ===			759.45			
01-0275	VIA CHRISTI OEM MAIZE ROAD					
I-453973	8/05/2013 AP	PRE-EMPLOYMENT PHYSICALS DUE: 8/05/2013 DISC: 8/05/2013	362.00	1099: N		
		PRE-EMPLOYMENT PHYSICALS		20 5-00-7010	PRE-EMPLOYMENT	181.00
		PRE-EMPLOYMENT PHYSICALS		21 5-00-7010	PRE-EMPLOYMENT	181.00
=== VENDOR TOTALS ===			362.00			
01-0279	WASTE CONNECTIONS OF WICHITA					
I-89077773	8/01/2013 AP	TRASH/RECYCLING SERVICE DUE: 8/01/2013 DISC: 8/01/2013	276.54	1099: N		
		CITY HALL		01 5-40-7104	TRASH SERVICE	87.92
		COMMUNITY BUILDING		01 5-40-7104	TRASH SERVICE	49.50
		SHOP		02 5-00-7104	TRASH SERVICE	49.50
		SEWER PLANT		20 5-00-7104	TRASH SERVICE	42.00
		CEMETERY		98 5-00-7104	TRASH SERVICE	47.62
I-8912362	8/01/2013 AP	PORTABLE RESTROOMS-PARK DUE: 8/01/2013 DISC: 8/01/2013	80.00	1099: N		
		PORTABLE RESTROOMS-PARK		01 5-90-7982	TREE BOARD EXPE	80.00
=== VENDOR TOTALS ===			356.54			

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 PACKET: 001 81513 AP
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A/P Direct Item Register

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	---ACCOUNT NAME---	DISTRIBUTION
01-0291			WILLIAM MCKINLEY				
I-201308150967	8/05/2013	AP	MILEAGE REIMBURSEMENT DUE: 8/05/2013 DISC: 8/05/2013	59.33	1099: N		
			MILEAGE REIMBURSEMENT		47 5-00-6305	MILEAGE/TRAVEL	19.78
			MILEAGE REIMBURSEMENT		05 5-00-6305	MILEAGE REIMBUR	19.78
			MILEAGE REIMBURSEMENT		05 5-00-6305	MILEAGE REIMBUR	19.77
			=== VENDOR TOTALS ===	59.33			
			=== PACKET TOTALS ===	32,454.02			

*Wanna Close
8/15/2013*

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0077		CRAIG BRASSER				
I-201308230982	8/16/2013 AP	SHIPPING EXPENSE REIMBURSEMEN DUE: 8/16/2013 DISC: 8/16/2013 SHIPPING EXPENSE REIMBURSEMENT	8.77	1099: N 01 5-20-7203	POSTAGE	8.77
		--- VENDOR TOTALS ---	8.77			
01-0087		D-C WHOLESALE				
I-15911	8/16/2013 AP	GRADER BLADES DUE: 8/16/2013 DISC: 8/16/2013 GRADER BLADES	438.40	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	438.40
		--- VENDOR TOTALS ---	438.40			
01-0093		DIGITAL OFFICE SYSTEMS				
I-223073	8/19/2013 AP	STAPLES FOR COPIER DUE: 8/19/2013 DISC: 8/19/2013 STAPLES FOR COPIER	60.00	1099: N 01 5-10-8005	OFFICE SUPPLIES	60.00
		--- VENDOR TOTALS ---	60.00			
01-0340		HANNA LAMUNYON				
I-201308230976	8/19/2013 AP	TREE/PARK BOARD EXPENSES DUE: 8/19/2013 DISC: 8/19/2013 TREE/PARK BOARD EXPENSES	37.67	1099: N 01 5-90-7982	TREE BOARD EXPE	37.67
I-201308230977	8/19/2013 AP	MILEAGE - 06/10/13-08/07/13 DUE: 8/19/2013 DISC: 8/19/2013 MILEAGE - 06/10/13-08/07/13	30.51	1099: N 01 5-10-6305	MILEAGE/TRAVEL	30.51
		--- VENDOR TOTALS ---	68.18			
01-0330		JEFF PIPER				
I-201308230991	8/23/2013 AP	TRAINING EXPENSE REIMBURSEMEN DUE: 8/23/2013 DISC: 8/23/2013 TRAINING EXPENSE REIMBURSEMENT	50.00	1099: N 11 5-00-7806	MAIZE POLICE TR	50.00
		--- VENDOR TOTALS ---	50.00			

*Created PW
for work*

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0131			JOHN D PALMER				
I-201309030993	8/26/2013	AP	CEMETERY MAINTENANCE DUE: 8/26/2013 DISC: 8/26/2013 CEMETERY MAINTENANCE	400.00	1099: N 98 5-00-7520	CEMETERY GROUND	400.00
			--- VENDOR TOTALS ---	400.00			
01-0155			KANSAS STATE TREASURER				
I-201308230983	8/22/2013	AP	STATE COURT FEES-APRIL 2013 DUE: 8/22/2013 DISC: 8/22/2013 STATE COURT FEES-APRIL 2013 STATE COURT FEES-APRIL 2013 STATE COURT FEES-APRIL 2013 STATE COURT FEES-APRIL 2013	1,374.50	1099: N 12 5-00-7901 12 5-00-7902 12 5-00-7905 12 5-00-7907	REINSTATEMENT C STATE COURT TRA STATE LAW ENF T DUI SUPERVISORY	157.50 19.00 698.00 500.00
I-201308230984	8/22/2013	AP	STATE COURT FEES-MAY 2013 DUE: 8/22/2013 DISC: 8/22/2013 STATE COURT FEES-MAY 2013 STATE COURT FEES-MAY 2013 STATE COURT FEES-MAY 2013	1,139.50	1099: N 12 5-00-7902 12 5-00-7905 12 5-00-7907	STATE COURT TRA STATE LAW ENF T DUI SUPERVISORY	17.50 622.00 500.00
I-201308230985	8/22/2013	AP	STATE COURT FEES-JUNE 2013 DUE: 8/22/2013 DISC: 8/22/2013 STATE COURT FEES-JUNE 2013 STATE COURT FEES-JUNE 2013 STATE COURT FEES-JUNE 2013 STATE COURT FEES-JUNE 2013	949.00	1099: N 12 5-00-7901 12 5-00-7902 12 5-00-7905 12 5-00-7907	REINSTATEMENT C STATE COURT TRA STATE LAW ENF T DUI SUPERVISORY	81.00 18.00 800.00 50.00
			--- VENDOR TOTALS ---	3,463.00			
01-0165			KWIK SHOP, INC.				
I-201308230979	8/15/2013	AP	UNLEADED FUEL DUE: 8/15/2013 DISC: 8/15/2013 UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL	1,973.58	1099: N 01 5-20-8306 02 5-00-8306 20 5-00-8306 21 5-00-8306 01 5-20-8000	UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL UNLEADED FUEL NATIONAL NIGHT	1,700.01 73.37 73.37 73.36 53.47
			--- VENDOR TOTALS ---	1,973.58			

9/03/2013 8:43 AM
 PACKET: 00191 002313 AP
 VENDOR SET: 01 TY OF MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0166	L.B. SIGNS					
I-7064	8/16/2013 AP	NO PARKING SIGNS DUE: 8/16/2013 DISC: 8/16/2013 NO PARKING SIGNS	38.00	1099: N 02 5-00-8702	PERMANENT SIGNS	38.00
		--- VENDOR TOTALS ---	38.00			
01-0171	LAURA RAINWATER					
I-201308230986	8/22/2013 AP	MILEAGE-06/24/13 - 07/03/13 DUE: 8/22/2013 DISC: 8/22/2013 MILEAGE-06/24/13 - 07/03/13	37.29	1099: N 01 5-10-6305	MILEAGE/TRAVEL	37.29
I-201308230987	8/22/2013 AP	MILEAGE - 07/24/13-08/06/13 DUE: 8/22/2013 DISC: 8/22/2013 MILEAGE - 07/24/13-08/06/13	30.51	1099: N 01 5-10-6305	MILEAGE/TRAVEL	30.51
I-201308230988	8/22/2013 AP	MILEAGE - 07/03/13-07/23/13 DUE: 8/22/2013 DISC: 8/22/2013 MILEAGE - 07/03/13-07/23/13	27.12	1099: N 01 5-10-6305	MILEAGE/TRAVEL	27.12
		=== VENDOR TOTALS ===	94.92			
01-0387	MCCULLOUGH EXCAVATION, INC.					
I-201308230981	8/01/2013 AP	WOODS @ WC WATER/SEWER DUE: 8/01/2013 DISC: 8/01/2013 WOODS @ WC WATER/SEWER	18,364.45	1099: N 05 5-00-7500	CONTRACTORS	18,364.45
		=== VENDOR TOTALS ===	18,364.45			
01-0189	MKEC					
I-98414	8/13/2013 AP	ENGINEERING-HAMPTON LAKES 2ND DUE: 8/13/2013 DISC: 8/13/2013 ENGINEERING-HAMPTON LAKES 2ND	62.70	1099: N 05 5-00-7501	ENGINEERING SER	62.70
I-98416	8/08/2013 AP	ENGINEERING-HAMPTON LAKES 2ND DUE: 8/08/2013 DISC: 8/08/2013 ENGINEERING-HAMPTON LAKES 2ND	1,172.50	1099: N 05 5-00-7501	ENGINEERING SER	1,172.50
I-98699	8/19/2013 AP	ENGINEERING-WOODS@WC DUE: 8/19/2013 DISC: 8/19/2013 ENGINEERING-WOODS@WC	20,258.75	1099: N 05 5-00-7501	ENGINEERING SER	20,258.75
		--- VENDOR TOTALS ---	21,493.95			

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0397			MURDOCK COMPANIES				
I-191173	8/20/2013	AP	BELT FOR MONTANA TRACTOR DUE: 8/20/2013 DISC: 8/20/2013 BELT FOR MONTANA TRACTOR	10.57	1099: N 02 5-00-8105	TRUCKS/HEAVY EQ	10.57
			=== VENDOR TOTALS ===	10.57			
01-0370			OVERHEAD DOOR COMPANY				
I-92398	7/10/2013	AP	GARAGE DOOR REPAIR-CITY HALL DUE: 7/10/2013 DISC: 7/10/2013 GARAGE DOOR REPAIR-CITY HALL	591.62	1099: N 01 5-40-8404	FACILITY REPAIR	591.62
			=== VENDOR TOTALS ===	591.62			
01-0203			PATHFINDER SYSTEMS, INC.				
I-13601	8/12/2013	AP	OIL FOR BLOWERS AT WWTP DUE: 8/12/2013 DISC: 8/12/2013 OIL FOR BLOWERS AT WWTP	99.97	1099: N 20 5-00-8402	EQUIPMENT	99.97
			=== VENDOR TOTALS ===	99.97			
01-0224			ROBERT'S HUTCH-LINE				
C-15073CM	8/21/2013	AP	ROBERT'S HUTCH-LINE DUE: 8/21/2013 DISC: 8/21/2013 ROBERT'S HUTCH-LINE	11.19CR	1099: N 01 5-10-8005	OFFICE SUPPLIES	11.19CR
C-15385CM	2/18/2013	AP	CREDIT MEMO DUE: 2/18/2013 DISC: 2/18/2013 CREDIT MEMO	62.78CR	1099: N 01 5-10-8005	OFFICE SUPPLIES	62.78CR
C-15650CM	4/03/2013	AP	CREDIT MEMO DUE: 4/03/2013 DISC: 4/03/2013 CREDIT MEMO	36.35CR	1099: N 01 5-10-8005	OFFICE SUPPLIES	36.35CR
C-16015CM	6/12/2013	AP	CREDIT MEMO DUE: 6/12/2013 DISC: 6/12/2013 CREDIT MEMO	435.99CR	1099: N 01 5-10-8005	OFFICE SUPPLIES	435.99CR
I-259417	7/03/2013	AP	OFFICE SUPPLIES DUE: 7/03/2013 DISC: 7/03/2013 OFFICE SUPPLIES	52.64	1099: N 01 5-10-8005	OFFICE SUPPLIES	52.64
I-260644	7/16/2013	AP	CSI CAMP SUPPLIES DUE: 7/16/2013 DISC: 7/16/2013 CSI CAMP SUPPLIES	189.92	1099: N 01 5-20-7969	911 CAMP EXPENS	189.92

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0224	ROBERT'S HUTCH-LINE	(** CONTINUED **)				
I-260647	7/16/2013 AP	CSI CAMP SUPPLIES DUE: 7/16/2013 DISC: 7/16/2013 CSI CAMP SUPPLIES	34.45	1099: N 01 5-20-7969	911 CAMP EXPENS	34.45
I-264129	8/15/2013 AP	OFFICE SUPPLIES DUE: 8/15/2013 DISC: 8/15/2013 OFFICE SUPPLIES OFFICE SUPPLIES	499.06	1099: N 01 5-10-8005 01 5-10-8302	OFFICE SUPPLIES BATTERIES (NON	473.08 25.98
--- VENDOR TOTALS ---			229.76			
01-0362	S & V CONCRETE					
I-201308230978	8/21/2013 AP	CONCRETE WORK - CITY HALL DUE: 8/21/2013 DISC: 8/21/2013 CONCRETE WORK - CITY HALL	2,624.00	1099: N 01 5-40-7701	BUILDING/GROUND	2,624.00
--- VENDOR TOTALS ---			2,624.00			
01-0241	SHI					
I-B01239557	8/09/2013 AP	ADOBE ACROBAT SOFTWARE DUE: 8/09/2013 DISC: 8/09/2013 ADOBE ACROBAT SOFTWARE	263.00	1099: N 01 5-10-8003	COMPUTER SOFTWA	263.00
--- VENDOR TOTALS ---			263.00			
01-0256	TkFAST					
I-16562	8/15/2013 AP	COMPUTER TECH SUPPORT DUE: 8/15/2013 DISC: 8/15/2013 COMPUTER TECH SUPPORT COMPUTER TECH SUPPORT COMPUTER TECH SUPPORT	835.00	1099: N 01 5-20-7504 01 5-10-8005 01 5-10-7504	COMPUTER TECH S OFFICE SUPPLIES COMPUTER TECH S	80.00 15.00 740.00 <i>540.00</i>
--- VENDOR TOTALS ---			835.00 <i>635.00</i>			
01-0260	TRANSYSTEMS CORPORATION					
I-0002508059	8/09/2013 AP	ENGINEERING - CENTRAL PROJECT DUE: 8/09/2013 DISC: 8/09/2013 ENGINEERING - CENTRAL PROJECT	9,767.33	1099: N 05 5-00-7501	ENGINEERING SER	9,767.33
--- VENDOR TOTALS ---			9,767.33			

double charged on an item (\$200.00)

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0266			UNI FIRST				
I-2400414463	8/20/2013	AP	UNIFORMS AND MATS DUE: 8/20/2013 DISC: 8/20/2013	282.03	1099: N		
			UNIFORMS AND MATS		01 5-40-7804	UNIFORMS/MATS C	70.51
			UNIFORMS AND MATS		02 5-00-7804	UNIFORMS/MATS C	70.51
			UNIFORMS AND MATS		20 5-00-7804	UNIFORMS/MATS C	70.51
			UNIFORMS AND MATS		21 5-00-7804	UNIFORMS/MATS C	70.50
			=== VENDOR TOTALS ===	282.03			
01-0273			UV DOCTOR LAMPS, LLC				
I-7127	8/12/2013	AP	UV LAMPS FOR SEWER PLANT DUE: 8/12/2013 DISC: 8/12/2013	1,065.46	1099: N		
			UV LAMPS FOR SEWER PLANT		20 5-00-8310	OTHER SUPPLIES	1,065.46
			=== VENDOR TOTALS ===	1,065.46			
01-0289			WICHITA WINWATER WORKS				
I-193025	8/14/2013	AP	PARTS FOR WATER METERS DUE: 8/14/2013 DISC: 8/14/2013	689.44	1099: N		
			PARTS FOR WATER METERS		21 5-00-8310	OTHER SUPPLIES	689.44
			=== VENDOR TOTALS ===	689.44			
01-0291			WILLIAM MCKINLEY				
I-201308230980	8/22/2013	AP	CAFE PLAN REIMBURSEMENT DUE: 8/22/2013 DISC: 8/22/2013	1,218.58	1099: N		
			CAFE PLAN REIMBURSEMENT		38 5-00-9301	MEDICAL EXPENSE	1,218.58
			=== VENDOR TOTALS ===	1,218.58			
01-0294			ZIPS EXPRESS CAR WASH				
I-201308230989	8/23/2013	AP	PD CAR WASHES DUE: 8/23/2013 DISC: 8/23/2013	40.00	1099: N		
			PD CAR WASHES		01 5-20-8104	AUTOMOTIVE	40.00
			=== VENDOR TOTALS ===	40.00			
			=== PACKET TOTALS ===	64,170.01			

5 63,970.01
Donna Clasen
 9/3/2013

9/05/2013 4:01 PM
 PACKET: 00197 083013 BOND PAYMENTS
 VENDOR SET: 01 CITY OF MAIZE AP
 SEQUENCE : ALPHABETIC
 DUE TO/FRM ACCOUNTS SUPPRESSED

A/P Direct Item Register

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GRSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-0155			KANSAS STATE TREASURER				
I-201309051012	8/30/2013	AP	P&I PAYMENTS DRAFT CK# 083013 8/30/2013 P&I PAYMENTS P&I PAYMENTS	816,467.27	1099: N 16 5-00-9903 16 5-00-9904	BOND PRINCIPAL BOND INTEREST	665,000.00 151,467.27
			=== VENDOR TOTALS ===	816,467.27			
			=== PACKET TOTALS ===	816,467.27			

CITY OF MAIZE
Cash and Budget Position
Thru August 31, 2013

FUND	NAME	BEGINNING	MONTH	MONTH	END MONTH	ANNUAL	YTD	YTD	REMAINING	REMAINING
		CASH BALANCE	RECEIPTS	DISBURSEMENTS	CASH BALANCE	EXPENSE BUDGET	REVENUE	EXPENSE	EXPENSE BUDGET	BUDGET PERCENTAGE
01	General Fund	\$ 939,192.95	\$ 117,262.79	\$ 213,946.00	\$ 842,509.74	\$ 2,717,755.00	\$ 1,998,832.72	\$ 1,634,831.73	\$ 1,082,923.27	39.85%
02	Street Fund	80,959.98	12,500.00	21,778.26	71,681.72	251,050.00	183,046.86	187,543.44	63,506.56	25.30%
04	Capital Improvements Fund	339,911.44	16,698.06	4,815.00	351,794.50	389,000.00	134,142.22	32,380.68	356,619.32	91.68%
05	Long-Term Projects	912,797.17	-	318,193.75	594,603.42	-	1,905,000.00	790,898.22	-	-
10	Equipment Reserve	115,802.22	8,877.74	19,569.68	105,110.28	100,000.00	71,067.39	35,206.40	64,793.60	64.79%
11	Police Training Fund	4,419.84	480.00	50.00	4,849.84	10,000.00	3,375.00	9,074.31	925.69	9.26%
12	Municipal Court Fund	9,538.19	1,498.00	3,563.00	7,473.19	-	18,448.00	20,405.90	-	-
16	Bond & Interest Fund	1,283,587.49	86,507.94	816,467.27	553,628.16	1,968,272.00	1,657,893.85	1,452,917.89	515,354.11	26.18%
19	Wastewater Reserve Fund	150,669.40	1,000.00	-	151,669.40	29,800.00	8,000.00	-	-	-
20	Wastewater Treatment Fund	347,567.25	60,945.89	89,607.16	318,905.98	657,340.00	534,189.97	481,968.08	175,371.92	26.68%
21	Water Fund	325,693.00	62,747.93	60,737.18	327,703.75	737,800.00	554,578.15	483,651.91	254,148.09	34.45%
22	Water Reserve Fund	85,563.81	1,000.00	-	86,563.81	10,000.00	8,000.00	9,900.00	-	-
23	Water Bond Debt Reserve Fund	258,000.00	2,000.00	-	260,000.00	-	16,000.00	-	-	-
24	Wastewater Bond Debt Reserve Fund	137,800.09	2,000.00	-	139,800.09	-	16,000.00	-	-	-
32	Drug Tax Distribution Fund	6,806.15	-	2,202.58	4,603.57	-	-	2,302.58	-	-
38	Cafeteria Plan	2,148.80	-	-	2,148.80	-	8,251.80	7,825.58	-	-
40	Carlson Assessments Fund	79,280.21	-	-	79,280.21	-	54,584.06	20,255.00	-	-
47	53rd & Maize Road Expansion	122,651.06	-	786.67	121,864.39	-	54,505.00	645,001.52	-	-
56	IMAX Project Pre-Development	-	-	-	-	-	-	12,563.66	-	-
57	Emerald Springs	-	-	-	-	-	56,820.37	325,016.05	-	-
61	Carriage Crossing VI	114,522.87	-	-	114,522.87	-	-	1,377.34	-	-
65	Eagles Nest	-	-	-	-	-	49,902.85	95,581.41	-	-
67	Watercress Addition Phase 2	-	-	-	-	-	12,475.71	23,873.44	-	-
68	Fiddlers Cove Phase 2	-	-	-	-	-	17,466.00	17,733.35	-	-
70	Watercress Village Addition	-	-	-	-	-	31,934.05	65,121.50	-	-
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)	-	-	-	-	-
73	Hampton Lakes Commercial	389.62	-	-	389.62	-	-	2,264.40	-	-
74	Hampton Lakes 2nd Addition	44,910.75	-	-	44,910.75	-	-	3,019.20	-	-
77	Series 2012 WW Bonds Refunding	-	-	-	-	-	-	8,064.00	-	-
98	Maize Cemetery	164,041.25	-	1,750.90	162,290.35	139,107.00	26,541.35	13,670.94	125,436.06	90.17%
Report Totals		\$ 5,525,911.54	\$ 373,518.35	\$ 1,553,467.45	\$ 4,345,962.44	\$ 7,010,124.00	\$ 7,421,055.35	\$ 6,382,448.53	\$ 2,639,078.62	37.65%

CITY OF MAIZE
Bank Reconciliation Report
For August 2013

Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 939,192.95	\$ 117,262.79	\$ 213,946.00	\$ 842,509.74
02	Street Fund	80,959.98	12,500.00	21,778.26	71,681.72
04	Capital Improvements Fund	339,911.44	16,698.06	4,815.00	351,794.50
05	Long-Term Projects	912,797.17	-	318,193.75	594,603.42
10	Equipment Reserve Fund	115,802.22	8,877.74	19,569.68	105,110.28
11	Police Training Fund	4,419.84	480.00	50.00	4,849.84
12	Municipal Court Fund	9,538.19	1,498.00	3,563.00	7,473.19
16	Bond & Interest Fund	1,283,587.49	86,507.94	816,467.27	553,628.16
19	Wastewater Reserve Fund	150,669.40	1,000.00	-	151,669.40
20	Wastewater Treatment Fund	347,567.25	60,945.89	89,607.16	318,905.98
21	Water Fund	325,693.00	62,747.93	60,737.18	327,703.75
22	Water Reserve Fund	85,563.81	1,000.00	-	86,563.81
23	Water Bond Debt Reserve Fund	258,000.00	2,000.00	-	260,000.00
24	Wastewater Bond Debt Reserve Fund	137,800.09	2,000.00	-	139,800.09
32	Drug Tax Distribution Fund	6,806.15	-	2,202.58	4,603.57
38	Cafeteria Plan	2,148.80	-	-	2,148.80
40	Carlson Assessments Fund	79,280.21	-	-	79,280.21
47	53rd & Maize Road Expansion	122,651.06	-	786.67	121,864.39
61	Carriage Crossing VI	114,522.87	-	-	114,522.87
71	Fiddlers Cove 3rd	(342.00)	-	-	(342.00)
73	Hampton Lakes Commercial	389.62	-	-	389.62
74	Hampton Lakes 2nd Addition	44,910.75	-	-	44,910.75
98	Maize Cemetery	164,041.25	-	1,750.90	162,290.35
Totals All Fund		\$ 5,525,911.54	\$ 373,518.35	\$ 1,553,467.45	\$ 4,345,962.44

Bank Accounts and Adjustments

Emprise Bank Checking Account	\$ 524,215.09	\$ 1,533,865.21	\$ 1,329,575.46	\$ 728,504.84
Outstanding Items				\$ (139,256.75)
Emprise Bank Money Market Account	4,844,314.87	109.13	1,250,000.00	3,594,424.00
Maize Cemetery CD 85071	90,475.91	-	-	90,475.91
Maize Cemetery Operations	73,363.50	-	1,549.06	71,814.44
Totals All Banks	\$ 5,532,369.37	\$ 1,533,974.34	\$ 2,581,124.52	\$ 4,345,962.44

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, September 16, 2013**

AGENDA ITEM #5D

ITEM: **Adopt 2013 Standard Traffic Ordinances (STO) and the 2013 Uniform Public Offense Code (UPOC)**

BACKGROUND:

The State of Kansas publishes new Standard Traffic Ordinances (STO) and Uniform Public Offense Codes (UPOC) yearly. This is a yearly request to update the City of Maize's STOs and UPOCs to follow the State of Kansas STOs and UPOCs.

FINANCIAL CONSIDERATIONS:

\$100 for replacement books

LEGAL CONSIDERATIONS:

Approved by City Attorney.

RECOMMENDATION/ACTION:

Adopt the 2013 Standard Traffic Ordinances (STO) and the 2013 Uniform Public Offense Code (UPOC).

(PUBLISHED IN THE *CLARION* ON _____, 2013.)

SUMMARY OF ORDINANCE NO. ____

On September 16, 2013, the governing body of the City of Maize Kansas, passed an ordinance entitled:

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, AMENDING SECTIONS 14-101 and 14-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS, PERTAINING TO REGULATING TRAFFIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF MAIZE, KANSAS, INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCES FOR KANSAS CITIES," EDITION OF 2013, WITH CERTAIN CHANGES, AND REPEALING THE ORIGINAL SECTIONS 14-101 AND 14-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS.

This ordinance incorporates by reference for the purpose of regulating traffic within Maize, Kansas, the "Standard Traffic Ordinances for Kansas Cities, Edition of 2013" as prepared and published by the League of Kansas Municipalities. A copy of this publication will be on file in the office of the City Clerk of the City of Maize, Kansas. In addition, this ordinance amends certain provisions of the Standard Traffic Ordinances that pertain to maximum speed limits in the City of Maize, Kansas.

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. A reproduction of the ordinance is available for not less than seven (7) days following the publication date of this summary at www.cityofmaize.org.

This summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

Dated: September 16, 2013.

Tom Powell, City Attorney

(PUBLISHED IN THE *CLARION* ON _____, 2013.)

SUMMARY OF ORDINANCE NO. ____

On September 16, 2013, the governing body of the City of Maize Kansas, passed an ordinance entitled:

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, AMENDING SECTION SECTIONS 11-101 AND 11-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS, INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES," EDITION OF 2013 WITH CERTAIN ADDITIONS AND OMISSIONS, AND REPEALING THE ORIGINAL SECTIONS 11-101 AND 11-102.

This ordinance incorporates by reference for the purpose of regulating public offenses within Maize, Kansas, the "Uniform Public Offense Code for Kansas Cities, Edition of 2013" as prepared and published by the League of Kansas Municipalities. A copy of this publication will be on file in the office of the City Clerk of the City of Maize, Kansas. In addition, this ordinance amends certain provisions of the Uniform Public Offense Code that pertain to unlawful discharge of a firearm and prohibiting smoking in City of Maize, Kansas, facilities.

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. A reproduction of the ordinance is available for not less than seven (7) days following the publication date of this summary at www.cityofmaize.org.

This summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

Dated: September 16, 2013.

Tom Powell, City Attorney

[A Summary of this Ordinance published in the *Clarion*
on the _____ day of _____, 2013.]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, AMENDING SECTIONS 14-101 and 14-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS, PERTAINING TO REGULATING TRAFFIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF MAIZE, KANSAS, INCORPORATING BY REFERENCE THE “STANDARD TRAFFIC ORDINANCES FOR KANSAS CITIES,” EDITION OF 2013, WITH CERTAIN CHANGES, AND REPEALING THE ORIGINAL SECTIONS 14-101 AND 14-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS.

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

SECTION 1. Section 14-101 of the Code of the City of Maize, Kansas, is hereby amended to read as follows:

14-101. INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Maize, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2013 (the "Standard Traffic Ordinance"), prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter modified or changed. No fewer than three (3) copies of the Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. _____ of the City of Maize, Kansas," with all sections or portions thereof intended to be changed clearly marked to show any such change and to which shall be attached a copy of this ordinance, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.

SECTION 2. Section 14-102 Amended. Section 14-102 of the Code of the City of Maize, Kansas, is hereby amended to read as follows:

14-102. SECTION 33 MAXIMUM SPEEDS. STANDARD TRAFFIC ORDINANCE, EDITION OF 2013, MODIFIED. Except as provided in subsection (b) of Section 33 of the Standard Traffic Ordinance, and except when a special hazard exists that requires lower speed for compliance with K.S.A. 8-1557, and amendments thereto, the limits specified in this Section 14-102 of the Code of the City of Maize, Kansas, shall be the maximum lawful speeds, and no person shall operate a vehicle at a speed in excess of such maximum limits:

- (1) Thirty (30) miles per hour on all streets in the City limits other than those listed in this section (a), (2) through (9);
- (2) Twenty (20) miles per hour at locations as specified in Section 14-203 herein;

- (3) Forty (40) miles per hour on 53rd Street North from the east City limits to the west City limits;
- (4) Forty (40) miles per hour on Maize Road from the south City limits to the north City limits;
- (5) Forty (40) miles per hour on 37th Street North from the east City limits to the west City limits;
- (6) Forty (40) miles per hour on 45th Street North from the east City limits to the west City limits except for the part of 45th Street North that is between Maize Road and 119th Street West;
- (7) Forty-five (45) miles per hour on 119th Street West from 45th Street North to 53rd Street North;
- (8) Fifty-five (55) miles per hour on 119th Street West from the south City limits to the north City limits, except for the portion of 119th Street West that is between 45th Street North and 53rd Street North.
- (9) Fifty-five (55) miles per hour on Tyler Road from the south City limits to the north City limits;
- (10) The maximum speed limits as established in subsection (a)(3) through (a)(9), are based on an engineering and traffic investigation performed by the City Engineer.

SECTION 3. Repeal. The existing Sections 14-101 and 14-102 of the Code of the City of Maize, Kansas, are hereby repealed.

SECTION 4. Effective Date. This ordinance shall take effect and be in full force and effect after the publication of the summary of the ordinance in the official city newspaper.

PASSED by the City Council and APPROVED by the Mayor on this _____ day of _____, 2013.

(SEAL)

CLAIR DONNELLY, Mayor

ATTEST:

JOCELYN REID, City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, September 16, 2013**

AGENDA ITEM #5a

ITEM: Watercress Village Third Addition Revised Petition and Resolution

BACKGROUND:

The Council accepted petitions for the Watercress Village Third Addition at the June 17, 2013 regular meeting. The paving petition was in the amount of \$230,000 with an engineer's construction estimate of \$170,016. When bids were accepted for this project on September 5, 2013, the low bid was \$247,967.50.

The developer has submitted a revised petition for \$339,000 with an engineer's estimate of \$251,210.85. A representative from MKEC, the engineer for Watercress Village Third Addition, will be at the meeting to answer any questions.

FINANCIAL CONSIDERATIONS:

The Watercress Village Third Addition paving project was included in the 2013 Revised Project Funding Plan that was approved at the June 17, 2013 meeting.

LEGAL CONSIDERATIONS:

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

RECOMMENDATION/ACTION:

Accept the revised petition for paving improvements in Watercress Village Third Addition and adopt the revised resolution of advisability.

PAVING PETITION

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

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

WATERCRESS VILLAGE THIRD ADDITION

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

WATERCRESS VILLAGE SECOND ADDITION

Lots 13, 19 and 20, Block 2;

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

- (a) That there be constructed pavement on Village Place from a point 90 feet northwest of the southwest corner of Lot 41, Block 1 to the southeast corner of Lot 20, Block 2, Watercress Village Second Addition; Paving Village Place Court from the west edge of Village Place to the southwest corner of Lot 15, Block 2, serving Lots 12 through 17, Block 2; and Paving Village Place Court from the west edge of Village Place to the southeast corner of Lot 9, Block 2, serving Lots 6 through 11, Block 2, Watercress Village Third Addition. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement is Three Hundred Thirty Nine Thousand Dollars (\$339,000.00) exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

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

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

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

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

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

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

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

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

By: _____
Scott A. Lehner, Member

By: _____
Jason R. Ronk, Member

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

LEGAL DESCRIPTION	SIGNATURE	DATE
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WATERCRESS VILLAGE SECOND ADDITION

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

By: _____

By: _____

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

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

By: _____

By: _____

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

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

By: _____

By: _____

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

Description	Quantity	Unit	Std Unit Price	Extension
AC Pavement	3300	SY	\$ 16.00	\$ 52,800.00
Base Coarse	4422	SY	\$ 8.00	\$ 35,376.00
Curb and gutter	2480	LF	\$ 15.00	\$ 37,200.00
Sidewalk	4200	SF	\$ 3.00	\$ 12,600.00
Concrete Pavement 6" (reinf)	103	SY	\$ 35.00	\$ 3,605.00
Concrete Pavement (VG) 7" (reinf)	179	SY	\$ 35.00	\$ 6,265.00
Concrete Pavement (VG) 6" (reinf)	56	LF	\$ 35.00	\$ 1,960.00
Curb Inlets	2	EA	\$ 3,500.00	\$ 7,000.00
Borrow Excavation (contractor furnished)	4415	CY	\$ 4.50	\$ 19,867.50
Site Clearing & Restoration	1	LS	\$ 25,000.00	\$ 25,000.00
Seeding	1	LS	\$ 2,100.00	\$ 2,100.00
BMPs	1	LS	\$ 10,000.00	\$ 10,000.00
Pavement Marking	1	LS	\$ 1,000.00	\$ 1,000.00
SWS Line	170	LF	\$ 80.00	\$ 13,600.00
			Contingencies @ 10% +/-	\$ 22,837.35
			Construction Total	\$ 251,210.85
			35% Engineering, Administration, Etc.	\$ 87,923.80
			TOTAL	\$ 339,134.65

For Petition Use \$339,000.00

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF MAIZE, KANSAS
HELD ON SEPTEMBER 16, 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 AMENDING AND SUPPLEMENTING RESOLUTION
NO. 533-13 OF THE CITY OF MAIZE, KANSAS, WHICH DETERMINED THE
ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL
IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS (PAVING
IMPROVEMENTS/WATERCRESS VILLAGE THIRD ADDITION).**

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

Yea:

Nay:

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. ____-13; was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

(Published in *The Clarion*, on September 19, 2013, 2013).

RESOLUTION NO. ____-13

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 533-13 OF THE CITY OF MAIZE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS (PAVING IMPROVEMENTS/WATERCRESS VILLAGE THIRD ADDITION).

WHEREAS, the governing body of the City of Maize, Kansas (the "City"), has heretofore by Resolution No. 533-13 of the City, duly adopted on June 17, 2013 (the "Prior Resolution"), authorized, pursuant to K.S.A. 12-6a01 *et seq.*, the construction of paving improvements to serve a portion of the Watercress Village Third Addition to the City of Maize, Sedgwick County, Kansas; and

WHEREAS, the Prior Resolution was recorded with the Register of Deeds of Sedgwick County, Kansas, and appears at DOC.#/FLM-PG: 29385927; and

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

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

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

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

Section 1. Amendments. *Section 1* of the Prior Resolution is hereby amended to read as follows:

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

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

(b) The estimated or probable cost of the Improvements is: \$339,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

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

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

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

Section 2. Repealer; Ratification. *Section 1* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on September 16, 2013.

(SEAL)

Clair Donnelly, Mayor

ATTEST:

Jocelyn Reid, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on September 16, 2013 as the same appears of record in my office.

DATED: September 16, 2013.

Jocelyn Reid, Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, SEPTEMBER 16, 2013**

AGENDA ITEM #6A

ITEM: SERIES 2013B TEMPORARY NOTES

BACKGROUND:

At the previous meeting, the council authorized bids to be received for the city's Series 2013B Temporary Notes. These Notes are to provide interim financing for various projects:

- Watercress Village Third Addition (Water, Paving, Sewer)
- Hampton Lakes Second Addition - Phase 2 (Water, Paving, Sewer)
- North Maize Road
- Lakelane Paving
- Hampton Lakes Commercial Park (Storm Water, Sewer, Drainage Pond)

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, September 16, to submit bids. 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 2013B Temporary Notes.

RECOMMENDATION/ACTION:

MOTION: Move to accept the low bid from _____.

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

RESOLUTION NO. _____

OF

THE CITY OF MAIZE, KANSAS

ADOPTED

SEPTEMBER 16, 2013

**TEMPORARY NOTES
SERIES 2013B**

RESOLUTION

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TEMPORARY NOTES, SERIES 2013B, 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>Amount</u>
Hampton Lakes Commercial Park Storm Water Improvements	470-09	K.S.A. 12-6a01 <i>et seq.</i>	\$117,000
Hampton Lakes Commercial Park Sanitary Sewer Improvements	471-09	K.S.A. 12-6a01 <i>et seq.</i>	64,000
Hampton Lakes Commercial Park Drainage Pond Improvements	472-09	K.S.A. 12-6a01 <i>et seq.</i>	328,000
Watercress Village Third Addition Water Distribution Improvements	523-13	K.S.A. 12-6a01 <i>et seq.</i>	98,000
Watercress Village Third Addition Paving Improvements	533-13	K.S.A. 12-6a01 <i>et seq.</i>	230,000
Watercress Village Third Addition Sanitary Sewer Improvements	534-13	K.S.A. 12-6a01 <i>et seq.</i>	129,000
Hampton Lakes 2 nd Addition Phase 2 Water Distribution Improvements	535-13; 543-13	K.S.A. 12-6a01 <i>et seq.</i>	40,000
Hampton Lakes 2 nd Addition Phase 2 Paving Improvements	536-13	K.S.A. 12-6a01 <i>et seq.</i>	89,000
Hampton Lakes 2 nd Addition Phase 2 Sanitary Sewer Improvements	537-13	K.S.A. 12-6a01 <i>et seq.</i>	35,000
North Maize Road Main Trafficway	865; 540-13	K.S.A. 12-685 <i>et seq.</i>	345,000
Lakelane Paving Improvements	541-13	K.S.A. 12-6a01 <i>et seq.</i>	100,000

; and

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

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

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; 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>
2011B	09/29/2011	10/01/2013	\$2,045,000	\$1,535,000

; 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 a portion of the Existing Notes by the issuance of additional temporary notes of the Issuer; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay 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 \$1,090,000 to pay the costs of the Improvements and 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 September 26, 2013.

“Debt Service Account” means the Debt Service Account for Temporary Notes, Series 2013B (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) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“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 2013B 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 2013B, 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:

[Name]
[Address]
[City, State Zip]
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 Ratings Services, a division of
McGraw Hill Financial 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 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 [Name], [City, State], 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 2013B 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 2011B Notes maturing October 1, 2013 in the aggregate principal amount of \$80,000.

“**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 October 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 211* 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 2011B Notes**” means the Issuer's Temporary Notes, Series 2011B, dated September 29, 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 McGraw Hill Financial 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 2013B, of the Issuer in the principal amount of \$1,090,000, for the purpose of providing funds to: (a) pay the costs of the Improvements; 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:

Stated Maturity
October 1
2015

Principal
Amount
\$1,090,000

Annual Rate
of Interest
_____ %

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 45 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.

[BEO---

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. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the Mayor or chief financial officer of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

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 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 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 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.

[BEO--- 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 2013B.
- (b) Debt Service Account for Temporary Notes, Series 2013B.
- (c) Rebate Fund for Temporary Notes, Series 2013B.

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 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 Clerk (or designate) 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. 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 901** 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 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 of 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 September 16, 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 September 16, 2013, as the same appears of record in my office.

DATED: September 16, 2013.

Clerk

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EXHIBIT A
(FORM OF NOTES)

**REGISTERED
NUMBER _____**

**REGISTERED
\$**

[BEO---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 2013B**

Interest	Maturity	Dated	CUSIP:
Rate:	Date: October 1, 2015	Date: September 26, 2013	

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. 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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of Temporary Notes, Series 2013B, 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: _____

(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 2013B,” aggregating the principal amount of \$1,090,000 (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.

[BEO--- **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. [BEO---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.

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 September 26, 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: _____
 Treasurer of the State of Kansas

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, SEPTEMBER 16, 2013**

AGENDA ITEM #6B

ITEM: **SERIES 2013C GENERAL OBLIGATION BONDS**

BACKGROUND:

At the previous meeting, the council authorized bids to be received for the city's Series 2013C General Obligation Bonds. These Bonds are to provide interim financing for Maize Road Main Trafficway (parts of which are now going beyond 4 years - to comply with state law, these will be issued as "bonds" instead of "notes."):

FINANCIAL CONSIDERATIONS:

The Series 2013C General Obligation Bonds 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, September 16, to submit bids. 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 and approves the Bond Ordinance and Bond Resolution as to form. These documents provide for the issuance of, and prescribe the form and details of, the bonds.

RECOMMENDATION/ACTION:

MOTION: Move to accept the low bid from _____.

MOTION: Approve the ordinance authorizing and providing for the issuance of the bonds.

MOTION: Approve the resolution prescribing the form and details of the bonds.

Reminder about State Law Debt Limit

The City is still well under the legal limit on its debt. State law limits most cities’ debt to 30% of their assessed valuation – but excludes some kinds of debt (such as utility debt for sewer, water, etc.). Of Maize’s \$23.93 million in debt, only about \$6.9 million applies toward the state law debt limit.

Assessed Tangible Valuation (2013 estimated)	\$31,179,244
Motor Vehicle Valuation (2012)	<u>4,405,412</u>
Total Valuation for computation of Bonded Indebtedness Limitations	\$35,584,656
Legal limitation of Bonded Debt (30%)	\$10,675,397
Applicable general obligation debt	<u>6,945,745</u>
Additional Debt Capacity	\$3,729,652

The City’s “applicable debt” (\$6,945,744.90) is 19.52% of its valuation – still under the 30% state-imposed debt limit.

General Obligation Bonds and Notes

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

General Obligation Bonds

<u>Issue</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>	<u>Amount Outstanding</u>
Series 2004	7/15/2004	9/1/2019	405,000	\$195,000
Series A, 2007	4/15/2007	10/1/2022	1,162,471	805,000
Series B, 2007	9/15/2007	9/1/2028	4,941,983	4,235,000
Series 2010	11/30/2010	9/1/2017	515,000	195,000
Series A, 2011	9/29/2011	10/1/2032	4,630,000	4,435,000
Series 2013A	3/28/2013	10/1/2033	3,840,000	3,840,000
Series 2013B	8/29/2013	9/1/2028	2,115,000	2,115,000
* Series 2013C	9/26/2013	10/1/2015	1,495,000	<u>1,495,000</u>
				\$17,315,000

Temporary Notes

<u>Issue</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>	<u>Amount Outstanding</u>
** Series B, 2011	9/29/2011	10/1/2013	2,045,000	0
Series 2012A	3/15/2012	4/1/2014	1,505,000	1,505,000
Series 2013A	3/28/2013	4/1/2015	4,020,000	4,020,000
* Series 2013B	9/26/2013	10/1/2015	1,090,000	<u>1,090,000</u>
				\$6,615,000

** Amount outstanding as of October 1, 2013, after redemption with funds provided by the Series 2013C Bonds and Series 2013B Notes.

* New issue

RESOLUTION NO. _____

OF

THE CITY OF MAIZE, KANSAS

ADOPTED

SEPTEMBER 16, 2013

**GENERAL OBLIGATION BONDS
SERIES 2013C**

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EXHIBIT A – FORM OF BONDS A-1

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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 2013C, 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. 12-685 *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 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 2013C, 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 2013C created pursuant to *Section 501* hereof.

“Dated Date” means September 26, 2013.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2013C 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) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“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][June 30].

“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.

“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 Maturity of the Bonds.

“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:

[Name]
[Address]
[City, State]
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 Ratings Services,
a division of McGraw Hill Financial Inc.
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).

“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 the principal amount of the Bonds[, plus a premium of \$ _____][, less an underwriting discount of \$ _____][, less an original issue discount of \$ _____].

“Purchaser” means [Name], [City, State], 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 2013C 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 the Series 2011B Notes maturing October 1, 2013, in the aggregate principal amount of \$1,455,000.

“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 October 1, 2013.

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

“Refunded Notes Resolution” means the 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 2011B Notes” means the Issuer's Temporary Notes, Series 2011B, dated September 29, 2011.

“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 McGraw Hill Financial 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.

“**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. [NEW MONEY - Authorization of the Bonds.] The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$1,495,000, 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 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:

Stated Maturity	Principal	Annual Rate
<u>October 1</u>	<u>Amount</u>	<u>of Interest</u>
2015	\$1,455,000	_____ %

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 and interest on 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. Such amounts 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 a 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 [corporate trust] 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. [BEO---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. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

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 will be subject to redemption and payment prior to their Stated Maturity on April 1, 2014 and thereafter, as a whole or in part (selection of the amount of Bonds 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.

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.

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.

[BEO--- 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 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 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 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 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 2013C (within the Bond and Interest Fund); [and]
- (c) Rebate Fund for General Obligation Bonds, Series 2013C; and
- (d) Costs of Issuance Account for General Obligation Bonds, Series 2013C.

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. The net proceeds received from the sale of the Bonds 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 in the Refunded Notes Redemption Fund.

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 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 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

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. 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 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 covenants regarding continuing disclosure contained in *Section 901* 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. 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 1002. 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 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 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 1004. 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[, the Bond Insurer] 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 Bonds 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 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 1007. 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 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. 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 September 16, 2013.

(SEAL)

Mayor

ATTEST:

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 September 16, 2013, as the same appears of record in my office.

DATED: September 16, 2013.

Clerk

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**EXHIBIT A
(FORM OF BONDS)**

REGISTERED
NUMBER __

REGISTERED
\$

[BEO--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 2013C**

Interest	Maturity	Dated	CUSIP:
Rate:	Date: October 1, 2015	Date: September 26, 2013	

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 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”). 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 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 a payment to Cede & Co. 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 2013C, 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 2013C," aggregating the principal amount of \$1,495,000 (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. 12-685 *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 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.

Optional Redemption. At the option of the Issuer, Bonds will be subject to redemption and payment prior to maturity on April 1, 204 and thereafter, as a whole or in part (selection of the amount of Bonds 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.

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.

[BEO---

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. [BEO---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.

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)

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 _____

ORDINANCE NO. _____

OF

THE CITY OF MAIZE, KANSAS

PASSED

SEPTEMBER 16, 2013

**GENERAL OBLIGATION BONDS
SERIES 2013C**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2013C, 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. 12-685 *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 authorized the following improvements (the “Improvements”) to be made in the City, to-wit:

<i>Project Description</i>	<i>Ord./Res. No.</i>	<i>Authority (K.S.A.)</i>	<i>Amount</i>
Maize Road Main Trafficway	799; 467-09	12-685 <i>et seq.</i>	\$7,000,000

; 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 \$1,495,000 of its general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, the governing body of the City has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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. 12-685 *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 2013C, dated September 26, 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.

“**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 the Series 2011B Notes maturing October 1, 2013, in the aggregate principal amount of \$1,455,000.

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

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

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2013C, of the City in the principal amount of \$1,495,000, 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 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 upon all of the taxable tangible property within the City in the manner provided by law.

The taxes 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 shall be deposited in the Bond and Interest Fund.

If at any time said taxes 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 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 September 16, 2013 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

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 September 16, 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 September 19, 2013.

DATED: _____, 2013.

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

****[SUMMARY OF BOND ORDINANCE**

(PUBLISHED IN THE *CLARION* ON SEPTEMBER 19, 2013

SUMMARY OF ORDINANCE NO. []

On September 16, 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 2013C, 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 2013C Bonds approved by the Ordinance are being issued in the principal amount of \$1,495,000, 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.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: September 16, 2013

City Attorney

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, September 16, 2013**

AGENDA ITEM #6C

**ITEM: HAMPTON LAKES 2ND ADDITION PHASE 2 PAVING
CONSTRUCTION BIDS AND CONTRACT**

BACKGROUND:

On September 5, 2013, bids were received for paving improvements in Hampton Lakes 2nd Addition Phase 2. Cornejo & Sons submitted the low bid of \$86,799.50. The engineer's estimate was \$66,264. A representative from MKEC (the project engineer) will be at the meeting to explain why the bid came in so much higher than the engineer's estimate.

The petition amount was for \$89,000. Including the 1% escalator clause, the City's financial advisor and bond counsel feel that there is enough money in the petition to cover the increased cost of construction.

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

Cornejo's most recent contract with the City was for Central Street improvements this year.

FINANCIAL CONSIDERATIONS:

The Hampton Lakes 2nd Addition Phase 2 was included in the 2013 Revised Funding Plan that was approved at the June 17, 2013 meeting.

LEGAL CONSIDERATIONS:

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

RECOMMENDATION:

Accept the low bid and approve the construction agreement with Cornejo & Sons in an amount not to exceed \$86,799.50 authorize the Mayor to sign.

**EXTENDED BID TABULATION
PAVING PHASE 2 IMPROVEMENTS
HAMPTON LAKES SECOND ADDITION
MAIZE, KANSAS**

Bids Received: Thursday, September 5th, 2013, 10:00am

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEERS ESTIMATE		APAC-KANSAS, INC.		CORNEJO & SONS, LLC		KANSAS PAVING	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
PAVING ITEMS											
1	AC Pavement 5" (3" Bit Base)	1475	SY	16.00	\$ 23,600.00	20.00	\$ 29,500.00	18.00	\$ 26,550.00	20.00	\$ 29,500.00
2	Reinforced Crushed Rock Base (6")	2110	SY	7.50	\$ 15,825.00	13.00	\$ 27,430.00	7.50	\$ 15,825.00	8.00	\$ 16,880.00
3	RCVG Pavement (7")	267	SY	32.00	\$ 8,544.00	55.00	\$ 14,685.00	52.00	\$ 13,884.00	40.00	\$ 10,680.00
4	Comb. C&G (3 5/8" RL & 1 1/2")	905	LF	7.00	\$ 6,335.00	13.00	\$ 11,765.00	8.50	\$ 7,692.50	10.00	\$ 9,050.00
5	Mono Edge Curb (3 5/8" & 1 1/2")	145	LF	3.00	\$ 435.00	5.00	\$ 725.00	4.00	\$ 580.00	2.00	\$ 290.00
6	Inlet Hookup	2	EA	400.00	\$ 800.00	500.00	\$ 1,000.00	350.00	\$ 700.00	400.00	\$ 800.00
7	Curb Inlet Adjust	2	EA	400.00	\$ 800.00	1,000.00	\$ 2,000.00	1,150.00	\$ 2,300.00	400.00	\$ 800.00
8	Excavation	210	CY	2.00	\$ 420.00	9.00	\$ 1,890.00	12.00	\$ 2,520.00	7.00	\$ 1,470.00
9	Borrow Excavation (Contractor Furnished)	400	CY	8.00	\$ 3,200.00	11.00	\$ 4,400.00	12.00	\$ 4,800.00	10.00	\$ 4,000.00
10	Compacted Fill (95% Density)	510	CY	1.00	\$ 510.00	3.00	\$ 1,530.00	2.50	\$ 1,275.00	2.00	\$ 1,020.00
11	Street Signage	1	LS	1,250.00	\$ 1,250.00	385.00	\$ 385.00	385.00	\$ 385.00	385.00	\$ 385.00
12	Site Clearing & Restoration	1	LS	500.00	\$ 500.00	12,500.00	\$ 12,500.00	6,000.00	\$ 6,000.00	10,600.00	\$ 10,600.00
13	Sediment Barrier, Inlet	2	EA	200.00	\$ 400.00	60.00	\$ 120.00	60.00	\$ 120.00	60.00	\$ 120.00
14	Sediment Barrier, Back of Curb	1080	LF	1.50	\$ 1,620.00	0.85	\$ 918.00	0.85	\$ 918.00	0.85	\$ 918.00
15	Valve Box Adjust	2	EA	100.00	\$ 200.00	125.00	\$ 250.00	100.00	\$ 200.00	250.00	\$ 500.00
16	MH Adjusted w/o New Ring & Cover	2	EA	400.00	\$ 800.00	1,000.00	\$ 2,000.00	825.00	\$ 1,650.00	800.00	\$ 1,600.00
17	Project Seeding	1	LS	500.00	\$ 500.00	600.00	\$ 600.00	600.00	\$ 600.00	600.00	\$ 600.00
18	Stabilized Entrance	1	EA	500.00	\$ 500.00	700.00	\$ 700.00	800.00	\$ 800.00	50.00	\$ 50.00
TOTALBID					\$ 66,239.00		\$ 112,398.00		\$ 86,799.50		\$ 89,263.00

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the “Agreement”) made and entered into this ____ day of _____, 2013, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the “City”), and Cornejo & Sons, LLC whose principal office is at 2060 E. Tulsa, Wichita, KS 67216 (hereinafter the “Contractor”).

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

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

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

Material and labor necessary to construct paving phase 2 improvements to serve Hampton Lakes Second Addition, an addition to the City.

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

SECTION 4. Contract Time. (a) The Work under this Agreement shall be substantially completed to the satisfaction of the Engineer within forty (40) work days after the Notice to Proceed is issued.

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

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

Item No.	Description	Quantity	Unit	Unit Price	Extension
PAVING ITEMS					
1	AC Pavement 5" (3" Bit Base)	1475	SY	18.00	\$ 26,550.00
2	Reinforced Crushed Rock Base (6")	2110	SY	7.50	\$ 15,825.00
3	RCVG Pavement (7")	267	SY	52.00	\$ 13,884.00
4	Comb. C&G (3 5/8" RL & 1 1/2")	905	LF	8.50	\$ 7,692.50
5	Mono Edge Curb (3 5/8" & 1 1/2")	145	LF	4.00	\$ 580.00
6	Inlet Hookup	2	EA	350.00	\$ 700.00
7	Curb Inlet Adjust	2	EA	1,150.00	\$ 2,300.00
8	Excavation	210	CY	12.00	\$ 2,520.00
9	Borrow Excavation (Contractor Furnished)	400	CY	12.00	\$ 4,800.00
10	Compacted Fill (95% Density)	510	CY	2.50	\$ 1,275.00
11	Street Signage	1	LS	385.00	\$ 385.00
12	Site Clearing & Restoration	1	LS	6,000.00	\$ 6,000.00
13	Sediment Barrier, Inlet	2	EA	60.00	\$ 120.00
14	Sediment Barrier, Back of Curb	1080	LF	0.85	\$ 918.00
15	Valve Box Adjust	2	EA	100.00	\$ 200.00
16	MH Adjusted w/o New Ring & Cover	2	EA	825.00	\$ 1,650.00
17	Project Seeding	1	LS	600.00	\$ 600.00
18	Stabilized Entrance	1	EA	800.00	\$ 800.00
TOTAL					\$ 86,799.50

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

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

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

(a) A Performance and Maintenance Bond that guarantees the completion of the Work and guarantees maintenance of the Work following Final Completion for a two (2) year period in the amount of Eighty Six Thousand Seven Hundred Ninety Nine

Dollars and Fifty Cents (\$86,799.50), conditioned upon the satisfactory completion of the Work and completion of guaranteed maintenance of the Work.

(b) A Statutory Bond of the State of Kansas in the amount of Eighty Six Thousand Seven Hundred Ninety Nine Dollars and Fifty Cents (\$86,799.50), conditioned upon the payment of all material and labor bills incurred in the making of the Work.

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

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

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

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

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

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

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

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

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

(a) this Agreement;

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

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

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

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

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

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

(e) The City’s representative is:

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

(f) The Contractor's representative is:

Bill Wenger, Vice President
Cornejo & Sons, LLC
2060 E. Tulsa
Wichita, KS 67216

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

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

ATTEST:

CITY OF MAIZE, KANSAS

JOCELYN REID, City Clerk

CLAIR DONNELLY, Mayor

ATTEST:

CORNEJO & SONS, LLC

Name: _____
Title: _____

Name: _____
Title: _____

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, September 16, 2013**

AGENDA ITEM #6D

**ITEM: WATERCRESS VILLAGE THIRD ADDITION PAVING
CONSTRUCTION BIDS AND CONTRACT**

BACKGROUND:

On September 5, 2013, bids were received for paving improvements in Watercress Village Third Addition. Kansas Paving submitted the low bid of \$247,967.50. The engineer's estimate in the revised petition that was approved in an earlier agenda item was \$251,210.85.

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

Kansas Paving most recent contract with the City was for North Maize Road and Lakelane improvements this year.

FINANCIAL CONSIDERATIONS:

The Woods at Watercress Third Addition was included in the 2013 Revised Funding Plan that was approved at the June 17, 2013 meeting.

LEGAL CONSIDERATIONS:

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

RECOMMENDATION:

Accept the low bid and approve the construction agreement with Kansas Paving in an amount not to exceed \$247,967.50 authorize the Mayor to sign.

**EXTENDED BID TABULATION
PAVING IMPROVEMENTS
WATERCRESS VILLAGE THIRD ADDITION
MAIZE, KANSAS**

Bids Received: Thursday, September 5th, 2013, 10:30am

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEERS ESTIMATE		APAC-KANSAS, INC.		CORNEJO & SONS, LLC		KANSAS PAVING	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
PAVING ITEMS											
1	AC Pavement 5" (3" Bit Base)	3187	SY	17.50	\$ 55,772.50	18.00	\$ 57,366.00	18.00	\$ 57,366.00	16.00	\$ 50,992.00
2	Crushed Rock Base 5", Reinforced	4422	SY	6.30	\$ 27,858.60	10.00	\$ 44,220.00	7.50	\$ 33,165.00	6.50	\$ 28,743.00
3	Concrete Pavement (VG) 7" (Reinf)	179	SY	42.00	\$ 7,518.00	52.00	\$ 9,308.00	52.00	\$ 9,308.00	35.00	\$ 6,265.00
4	Concrete Pavement (VG) 6" (Reinf)	56	LF	18.00	\$ 1,008.00	50.00	\$ 2,800.00	36.00	\$ 2,016.00	35.00	\$ 1,960.00
5	Concrete Pavement 6" (Reinf)	103	SY	35.00	\$ 3,605.00	50.00	\$ 5,150.00	48.00	\$ 4,944.00	35.00	\$ 3,605.00
6	Concrete C & G, Type 2 (3 5/8" RL & 1 1/2")	2374	LF	7.00	\$ 16,618.00	10.00	\$ 23,740.00	8.50	\$ 20,179.00	9.00	\$ 21,366.00
7	Concrete C & G, Type 4 (6 5/8" & 1 1/2"), City	122	LF	11.00	\$ 1,342.00	15.00	\$ 1,830.00	16.00	\$ 1,952.00	12.00	\$ 1,464.00
8	Concrete Sidewalk (4")	4171	SF	2.25	\$ 9,384.75	4.75	\$ 19,812.25	3.00	\$ 12,513.00	3.00	\$ 12,513.00
9	Concrete Flume	24	LF	35.00	\$ 840.00	35.00	\$ 840.00	50.00	\$ 1,200.00	50.00	\$ 1,200.00
10	Inlet Hookup	2	EA	450.00	\$ 900.00	500.00	\$ 1,000.00	475.00	\$ 950.00	400.00	\$ 800.00
GENERAL ITEMS											
11	Site Clearing & Restoration	1	LS	1.00	\$ 1.00	26,500.00	\$ 26,500.00	17,500.00	\$ 17,500.00	28,150.00	\$ 28,150.00
12	Valve Box Adj	6	EA	100.00	\$ 600.00	150.00	\$ 900.00	150.00	\$ 900.00	150.00	\$ 900.00
13	Excavation	1250	CY	2.00	\$ 2,500.00	5.00	\$ 6,250.00	5.00	\$ 6,250.00	6.50	\$ 8,125.00
14	Compacted Fill (95% Density)	4530	CY	1.50	\$ 6,795.00	1.00	\$ 4,530.00	1.00	\$ 4,530.00	1.50	\$ 6,795.00
15	Borrow Excavation (Contractor Furnished)	4415	CY	4.50	\$ 19,867.50	9.75	\$ 43,046.25	9.75	\$ 43,046.25	8.00	\$ 35,320.00
16	Bentonite	2	Tons	200.00	\$ 400.00	250.00	\$ 500.00	250.00	\$ 500.00	428.00	\$ 856.00
17	Bentonite Manipulation	192	SY	2.00	\$ 384.00	15.00	\$ 2,880.00	15.00	\$ 2,880.00	50.00	\$ 9,600.00
EROSION CONTROL ITEMS											
18	BMP, Curb Inlet Protection	4	EA	55.00	\$ 220.00	50.00	\$ 200.00	50.00	\$ 200.00	50.00	\$ 200.00
19	BMP, Back of Curb Protection	2010	LF	0.75	\$ 1,507.50	0.80	\$ 1,608.00	0.80	\$ 1,608.00	0.80	\$ 1,608.00
20	BMP, Silt Fence	250	LF	1.00	\$ 250.00	1.75	\$ 437.50	1.75	\$ 437.50	1.75	\$ 437.50
21	BMP, Erosion Control Mat (Permanent)	196	SY	5.00	\$ 980.00	5.50	\$ 1,078.00	5.50	\$ 1,078.00	5.50	\$ 1,078.00
22	BMP, Erosion Control Mat (Shoremox)	29	EA	75.00	\$ 2,175.00	195.00	\$ 5,655.00	195.00	\$ 5,655.00	195.00	\$ 5,655.00
23	BMP, Ditch Check	9	EA	65.00	\$ 585.00	30.00	\$ 270.00	30.00	\$ 270.00	30.00	\$ 270.00
24	Seeding	1	LS	500.00	\$ 500.00	2,100.00	\$ 2,100.00	2,100.00	\$ 2,100.00	2,100.00	\$ 2,100.00
TRAFFIC ITEMS											
25	Pavement Marking	1	LS	500.00	\$ 500.00	1,000.00	\$ 1,000.00	1,000.00	\$ 1,000.00	1,000.00	\$ 1,000.00
STORM WATER SEWER ITEMS											
26	SWS Pipe RCP 18"	107	LF	36.00	\$ 3,852.00	80.00	\$ 8,560.00	80.00	\$ 8,560.00	80.00	\$ 8,560.00
27	Inlet, Curb (Type 1A) (L=10' W=3')	2	EA	1,750.00	\$ 3,500.00	3,500.00	\$ 7,000.00	3,500.00	\$ 7,000.00	3,500.00	\$ 7,000.00
28	Fill, Sand (Flushed & Vibrated)	27	LF	10.00	\$ 270.00	15.00	\$ 405.00	15.00	\$ 405.00	15.00	\$ 405.00
29	Trench Plug	1	EA	275.00	\$ 275.00	1,000.00	\$ 1,000.00	1,000.00	\$ 1,000.00	1,000.00	\$ 1,000.00
TOTAL BID					\$ 170,008.85		\$ 279,986.00		\$ 248,512.75		\$ 247,967.50

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the “Agreement”) made and entered into this ____ day of _____, 2013, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the “City”), and Kansas Paving whose principal office is at 4880 N. Broadway, Wichita, KS 67219 (hereinafter the “Contractor”).

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

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

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

Material and labor necessary to construct paving improvements to serve Watercress Village Third Addition, an addition to the City.

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

SECTION 4. Contract Time. (a) The Work under this Agreement shall be substantially completed to the satisfaction of the Engineer within Forty (40) work days after the Notice to Proceed is issued.

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

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

Item No.	Description	Quantity	Unit	Unit Price	Extension
PAVING ITEMS					
1	AC Pavement 5" (3" Bit Base)	3187	SY	16.00	\$ 50,992.00
2	Crushed Rock Base 5", Reinforced	4422	SY	6.50	\$ 28,743.00
3	Concrete Pavement (VG) 7" (Reinf)	179	SY	35.00	\$ 6,265.00
4	Concrete Pavement (VG) 6" (Reinf)	56	LF	35.00	\$ 1,960.00
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6	Concrete C & G, Type 2 (3 5/8" RL & 1 1/2")	2374	LF	9.00	\$ 21,366.00
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8	Concrete Sidewalk (4")	4171	SF	3.00	\$ 12,513.00
9	Concrete Flume	24	LF	50.00	\$ 1,200.00
10	Inlet Hookup	2	EA	400.00	\$ 800.00
GENERAL ITEMS					
11	Site Clearing & Restoration	1	LS	28,150.00	\$ 28,150.00
12	Valve Box Adj	6	EA	150.00	\$ 900.00
13	Excavation	1250	CY	6.50	\$ 8,125.00
14	Compacted Fill (95% Density)	4530	CY	1.50	\$ 6,795.00
15	Borrow Excavation (Contractor Furnished)	4415	CY	8.00	\$ 35,320.00
16	Bentonite	2	Tons	428.00	\$ 856.00
17	Bentonite Manipulation	192	SY	50.00	\$ 9,600.00
EROSION CONTROL ITEMS					
18	BMP, Curb Inlet Protection	4	EA	50.00	\$ 200.00
19	BMP, Back of Curb Protection	2010	LF	0.80	\$ 1,608.00
20	BMP, Silt Fence	250	LF	1.75	\$ 437.50
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24	Seeding	1	LS	2,100.00	\$ 2,100.00
TRAFFIC ITEMS					
25	Pavement Marking	1	LS	1,000.00	\$ 1,000.00
STORM WATER SEWER ITEMS					
26	SWS Pipe RCP 18"	107	LF	80.00	\$ 8,560.00
27	Inlet, Curb (Type 1A) (L=10' W=3')	2	EA	3,500.00	\$ 7,000.00
28	Fill, Sand (Flushed & Vibrated)	27	LF	15.00	\$ 405.00
29	Trench Plug	1	EA	1,000.00	\$ 1,000.00
TOTAL					\$ 247,967.50

(b) Payment. The Contractor shall be entitled to payments of ninety-five percent (95%) of its progress estimated every thirty (30) days during the prosecution of the Work, subject to the Engineer's approval and certification by the City as to said progress and completion of the Work. Five percent (5%) of the total of the Work shall be retained by the City. The City shall release the retainage it holds on any undisputed

payment due on the Work within thirty (30) days of substantial completion of Work as part of the regular payment cycle, however, if the contractor or subcontractor is still performing work on the Work, the City shall be entitled to withhold part of the retainage attributable to such until thirty (30) days after such work is completed.

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

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

(a) A Performance and Maintenance Bond that guarantees the completion of the Work and guarantees maintenance of the Work following Final Completion for a two (2) year period in the amount of Two Hundred Forty Seven Thousand Nine Hundred Sixty Seven Dollars and Fifty Cents (\$247,967.50), conditioned upon the satisfactory completion of the Work and completion of guaranteed maintenance of the Work.

(b) A Statutory Bond of the State of Kansas in the amount of Two Hundred Forty Seven Thousand Nine Hundred Sixty Seven Dollars and Fifty Cents (\$247,967.50), conditioned upon the payment of all material and labor bills incurred in the making of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) The City's representative is:

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

(f) The Contractor's representative is:

Terry Hacker
Kansas Paving
4880 N. Broadway
Wichita, KS 67219

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

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

ATTEST:

CITY OF MAIZE, KANSAS

JOCELYN REID, City Clerk

CLAIR DONNELLY, Mayor

ATTEST:

KANSAS PAVING

Name: _____
Title: _____

Name: _____
Title: _____

Monthly Council Report

September 2013



Department Highlights

- The department is again participating in the Kansas STEPS traffic safety mobilization. STEPS provides overtime compensation for holiday traffic enforcement efforts.
- The department concluded its investigation of the 777 Spa located at 5255 suite 107, N. Maize Road. The business was shut down and the owner charged with prostitution and other city code violations.
- Part-time Officer Ken McGuire submitted his resignation effective August 19th, 2013.

Patrol Mileage:

607- 85,121
309- 72,208
709- 79,005
210- 90,273
410- 96,007
111- 24,343
512- 19,005
812- 14,978

Monthly repairs:
General maintenance, no major repairs.

Budget status: 66/100%

Major purchases: No major purchase in August

Current Staff Levels.

8 Full-time
4 Part-time
3 Reserve
2 Reserve -Vacant
1 Part-time - Vacant

Monthly Activities

August Police Reports - 512
August calls for service - 464

Community Policing:

- Continue working on Fall Fest activities.

PUBLIC WORKS REPORT 9-11-2013

Regular Maintenance

- Graded all streets a few times in between the rains. Our grading got a little less as we began paving Lakelane and North Maize Road to 61st.
- Continue to check the water quality and lift stations daily. Had to pull the pump at the pond structure because of mechanical failure. We have been pumping with our little sludge pump until we come up with a solution.
- We have mowed quite a lot this month since the rains stopped. It is getting quite dry now. Have also mowed eight or ten properties that did not respond to compliance letters. We are about to mow them for a second time this year.

Special Projects

- We cleaned out the concrete drainage canal along Maize Road from Woodards to south of 31st North. Quite a mess but it should actually carry a lot more water quicker now. We also cleaned the ditches along Khedive from Liberty to north of Albert and along Albert. We had a complaint about the water not draining there.
- Dug a total of three graves this past month. I am still working on getting some prices for new concrete drive approaches for the entrance as well as the new wrought iron fence.
- S & V Concrete poured stamped-colored concrete along the front entrance to City hall at the request of Brad. They paid for 75% of that. Also had S&V Concrete pour colored-stamped concrete along the pond area by Central. After that we went in and back-filled behind it and blanketed and seeded it hoping the seed comes up before the rain washes it all down hill.
- As I stated earlier we are in the process of getting Maize Road and Lakelane paved. As of now Lakelane will be completed today-9-10-2013. They will begin the final lift of asphalt along Maize Road tomorrow. When they are all completed Maize Road will have 7" of new asphalt and Lakelane will have 6". There will need to be some dressing up of the shoulders and adding some gravel to the driveways which we will do but for the most part it will should be completed this week.

Ron Smothers
Public Works Director

**Water and Wastewater Report
August 14, 2013 – September 11, 2013**

Water Operations

Maximum Contaminant Level (MCL) for both chlorine and fluoride is 4.0 mg/L.
Minimum allowable free chlorine residual to the last free flowing tap is 0.2 mg/L.
Recommended fluoride dosage for this area is now 0.7 mg/L.

Routine bacteriological samples remain good (non-detect).

No unusual events.

Wastewater Operation

August 16 – The Fieldstone stormwater pump locked up. We pulled the pump and sent it to JCI's shop for repair.

August 22 – The #2 main lift pump at the plant failed. IET found 2 wires burned off in the control panel. Repairs were made and the pump returned to service.

September 6 – Re-lamped the UV module and replaced one ballast. The re-lamping is an annual maintenance task.

Routine maintenance continues as scheduled.

**Matt Meeks
Water and Wastewater Operator**

City Engineer's Report
9/10/2013

Central Street Project

The project is completed except for sodding, signs, and mailbox installation.

O'Reilly Auto Parts

The building contractor will turn the store over the O'Reilly for stocking in 2 weeks. Stocking may take a month to complete.

North Maize Road/Lakelane

Paving has commenced and the base has been installed. Lakelane is completed. A number of residents have hired contractors to install driveways.

Hampton Lakes II

The utility contractor is on site this week to begin installing water and sewer.

Watercress Village III

Sewer line is installed and they are currently working on installing the water line.

Woods at Watercress

The subgrade has been completed. Curb and gutter work should start tomorrow.

New Home Permits

Since the last City Council meeting, one (1) new single-family home permit has been pulled in Hampton Lakes as well as two (2) new triplexes, two (2) permits were issued in Eagle's Nest, and two (2) new permits were pulled for Watercress Village II.

PLANNING ADMINISTRATOR'S REPORT

DATE: September 16, 2013

TO: Maize City Council

FROM: Kim Edgington, Planning Administrator

RE: Regular September Council Meeting

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

1. Zoning Code, Sign Code, Landscape Code, Subdivision Regulations and Design Standards – the Zoning Code, Sign Code, and Subdivision Regulations have all been submitted to the webmaster for posting on the website. I expect to have the Landscape Code and Design Standards completed by the end of September.
2. Apartment project at Emerald Springs – A proposed 12.37 acre upscale apartment project to be part of the Emerald Springs development. I am continuing to work with the developers to gather all the preliminary information necessary to begin this project.
3. Setback and utility easement vacation at 208 N Heather (SE corner of Heather and Hickory) – property owner has requested to vacate a portion of the building setback and utility easement to construct a detached garage on this lot. The Planning Commission will hear this case at their October 3rd meeting.
4. Moxi Junction – Coffee shop at 319 S. Park is commencing construction.
5. General planning issues – I continue to meet, both on the phone and in person, with citizens and developer's representatives requesting information on general planning matters, such as what neighboring property owners are planning to do, what they are allowed to do on their property, and what the process is for submitting various applications and materials to the Planning Commission.



**City Clerk Report
REGULAR COUNCIL MEETING
September 16, 2013**

Year to date status (Through 08/31/13):

General Fund –			
	Budget	YTD	
Rev.	\$2,447,327	\$1,998,833	81.67%
Exp.	\$2,717,755	\$1,634,832	60.15%
Streets –			
Rev.	\$279,140	\$ 183,047	65.58%
Exp.	\$251,050	\$ 187,543	74.70%
Wastewater Fund-			
Rev.	\$657,340	\$ 534,190	81.27%
Exp.	\$657,340	\$ 481,968	73.32%
Water Fund-			
Rev.	\$737,800	\$ 554,578	75.17%
Exp.	\$737,800	\$ 483,652	65.55%

Health & Dental Benefits

Per Council's request, here are the 2013 numbers (through 8/31/2013) for employee health, dental, and life (including accidental death and short-term disability).

	<u>City Portion</u>	<u>Employee Portion</u>	<u>Total Paid</u>
Health:	\$ 134,303.68	\$ 33,575.98	\$167,879.66
Dental:	6,018.98	1,517.74	7,536.72
Life:	4,810.52	0	4,810.52
	<u>\$ 145,133.18</u>	<u>\$ 35,093.72</u>	<u>\$180,226.90</u>

Administrative Employees:

As of 8/31/2013, we had the following number of administrative employees:

Part-Time:	8 (City Engineer, Planning Administrator, Code Enforcement, City Attorney, City Attorney's Assistant, Intern)
Full-Time:	7 (City Administrator, Deputy City Administrator, City Clerk, City Treasurer, Administrative Assistant, Front Desk Clerk, Court Clerk, Police Clerk)

Dugan Park Funds

Per Council's request, the following is a breakdown of the Dugan Park funds (as of 08/31/2013)

Starting Balance:	\$304,736.57
Phase II Playground Equipment:	- 18,563.00
Master Park Plan:	- 10,000.00
Park Equipment:	- 8,000.00
Community Building Remodel:	- 36,580.00
Emergency Lighting Upgrade	- 1,057.47
Playground Signs (5-12 year old):	- 120.00
Volunteer Supplies:	- 19.12
Soap/Towel Dispensers:	- 454.56
Epoxy for Picnic Tables:	- 71.33
New Ceiling Registers:	- 123.33
Parts to Install Picnic Tables:	- 44.33
Concrete to Install Benches:	- 13.16
Ceiling Fans, Wall Plates:	- 171.44
Guttering for Comm. Building	- 955.50
New Chairs for Comm. Building	- 558.82
Appliances for Comm. Building	- 1,313.94
Electrical Receptacles at Park	- 1,679.21
Skate Park Equipment	- 7,214.04
Supplies to Install Equipment	- 871.80
Signs for Skate Park	- 340.00
Clean Up/Repair Bathrooms	- 127.49
Park Shelters	- 52,443.10
Remaining Balance:	\$164,014.93

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 8/31/13	Total Expenditures	Resolution Authorization Less Expenditures	
Emerald Springs Paving	57	427-08	\$ 633,000	\$594,220.35	\$38,779.65	\$633,000.00	\$ -	Included in 2013 Series A GO Bonds
Emerald Springs Water	57	427-08	\$ 264,000	\$222,729.07	\$41,270.93	\$264,000.00	\$ -	Included in 2013 Series A GO Bonds
Eagles Nest Water	65	437-08	\$ 182,000	\$167,738.33	\$11,452.75	\$179,191.08	\$ 2,808.92	Included in 2013 Series A GO Bonds
Eagles Nest Storm Water Pump	65	438-08	\$ 250,000	\$116,044.64	\$21,032.16	\$137,076.80	\$ 112,923.20	Included in 2013 Series A GO Bonds
Eagles Nest Sanitary Sewer	65	439-08	\$ 404,000	\$312,058.84	\$21,032.16	\$333,091.00	\$ 70,909.00	Included in 2013 Series A GO Bonds
Eagles Nest Storm Water Sewer	65	445-08	\$ 357,000	\$299,330.32	\$21,032.16	\$320,362.48	\$ 36,637.52	Included in 2013 Series A GO Bonds
Eagles Nest Paving	65	441-08	\$ 749,000	\$472,149.31	\$21,032.18	\$493,181.49	\$ 255,818.51	Included in 2013 Series A GO Bonds
Watercress Addition Phase 2 Water	67	457-09	\$ 95,000	\$58,085.38	\$7,957.82	\$66,043.20	\$ 28,956.80	Included in 2013 Series A GO Bonds
Watercress Addition Phase 2 Paving	67	458-09	\$ 285,000	\$205,740.10	\$7,957.82	\$213,697.92	\$ 71,302.08	Included in 2013 Series A GO Bonds
Watercress Addition Phase 2 Sewer	67	459-09	\$ 125,000	\$60,776.79	\$7,957.80	\$68,734.59	\$ 56,265.41	Included in 2013 Series A GO Bonds
Fiddlers Cove Phase 2 Sewer	68	422-08	\$ 81,000	\$59,943.75	\$6,433.48	\$66,377.23	\$ 14,622.77	Included in 2013 Series A GO Bonds
Fiddlers Cove Phase 2 Water	68	423-08	\$ 110,000	\$84,074.95	\$6,433.48	\$90,508.43	\$ 19,491.57	Included in 2013 Series A GO Bonds
Fiddlers Cove Phase 2 Paving	68	424-08	\$ 405,600	\$332,713.95	\$4,866.39	\$337,580.34	\$ 68,019.66	Included in 2013 Series A GO Bonds
Totals for Series A 2011				\$2,985,605.78	\$217,238.78	\$3,202,844.56	\$737,755.44	

Temporary Note Resolution
Series A 2013

Hampton Lakes Commercial Park Storm Water	73	470-09	\$ 117,000.00	\$ 65,950.32	\$ 754.80	\$ 66,705.12	\$ 50,294.88
Hampton Lakes Commercial Park Sanitary Sewer	73	471-09	\$ 64,000.00	\$ 60,751.22	\$ 754.80	\$ 61,506.02	\$ 2,493.98
Hampton Lakes Commercial Park Drainage Pond	73	472-09	\$ 328,000.00	\$ 290,201.14	\$ 754.80	\$ 290,955.94	\$ 37,044.06
Hampton Lakes 2nd Addition Phase 1 Storm Water	74	481-10	\$ 226,000.00	\$ 142,698.42	\$ 754.80	\$ 143,453.22	\$ 82,546.78
Hampton Lakes 2nd Addition Phase 1 Sanitary Sewer	74	482-10	\$ 92,000.00	\$ 71,151.50	\$ 754.80	\$ 71,906.30	\$ 20,093.70
Hampton Lakes 2nd Addition Phase 1 Water	74	483-10	\$ 56,000.00	\$ 54,007.15	\$ 754.80	\$ 54,761.95	\$ 1,238.05
Hampton Lakes 2nd Addition Phase 1 Paving	74	484-10	\$ 168,000.00	\$ 147,288.58	\$ 754.80	\$ 148,043.38	\$ 19,956.62
Maize Road Improvements	47	Temp Note Resolution #494-11	\$ 1,001,240.00	\$ 1,001,240.00	\$ -	\$ 1,001,240.00	\$ -
Carriage Crossing 6 - High Plains Paving	61	480-10	\$ 212,000.00	\$ 6,954.42	\$ 1,377.34	\$ 8,331.76	\$ 203,668.24
Watercress Village 2nd Addition Phase 2 Water	05	509-12	\$ 57,000.00	\$ 47,509.32	\$ 851.00	\$ 48,360.32	\$ 8,639.68
Watercress Village 2nd Addition Phase 2 Paving	05	510-12	\$ 164,000.00	\$ 103,045.88	\$ 38,897.39	\$ 141,943.27	\$ 22,056.73
Watercress Village 2nd Addition Phase 2 Sewer	05	511-12	\$ 70,000.00	\$ 60,789.82	\$ 851.00	\$ 61,640.82	\$ 8,359.18

Watercress Village 2nd Addition Phase 2 Storm Water	05	512-12	\$ 249,000.00	\$ 141,657.61	\$ 19,624.12	\$ 161,281.73	\$ 87,718.27
Watercress Village 2nd Addition Phase 3 Water	05	513-12	\$ 57,000.00	\$ 40,108.22	\$ 614.25	\$ 40,722.47	\$ 16,277.53
Watercress Village 2nd Addition Phase 3 Paving	05	514-12	\$ 103,000.00	\$ 72,762.14	\$ 21,041.36	\$ 93,803.50	\$ 9,196.50
Watercress Village 2nd Addition Phase 3 Sewer	05	515-12	\$ 64,000.00	\$ 53,254.88	\$ 614.25	\$ 53,869.13	\$ 10,130.87
Central Street Project	05	518-12	\$ 360,000.00	\$ -	\$ 252,451.68	\$ 252,451.68	\$ 107,548.32
Woods @ Watercress Water	05	523-13	\$ 191,000.00	\$ -	\$ 173,244.24	\$ 173,244.24	\$ 17,755.76
Woods @ Watercress Paving	05	524-13	\$ 444,000.00	\$ -	\$ 45,662.29	\$ 45,662.29	\$ 398,337.71
Woods @ Watercress Sewer	05	525-13	\$ 222,000.00	\$ -	\$ 194,919.27	\$ 194,919.27	\$ 27,080.73
Woods @ Watercress Storm Water	05	526-13	\$ 164,000.00	\$ -	\$ 35,708.44	\$ 35,708.44	\$ 128,291.56
Totals for Series A 2013				\$ 2,359,370.62	\$ 791,140.23	\$ 3,150,510.85	\$ 1,258,729.15

**Temporary Note Resolution
Series B 2011**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/12	Expenditures 1/1/13 thru 8/31/13	Total Expenditures	Resolution Authorization Less Expenditures	
Watercress Village 2nd Addition Storm Water	70	495-11	\$ 138,000.00	\$ 130,246.84	\$ 1,503.16	\$ 131,750.00	\$ 6,250.00	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Water	70	496-11	\$ 111,000.00	\$ 59,241.05	\$ 26,809.47	\$ 86,050.52	\$ 24,949.48	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Paving	70	497-11	\$ 272,000.00	\$ 219,953.66	\$ 26,543.87	\$ 246,497.53	\$ 25,502.47	Included in 2013 Series A GO Bonds
Watercress Village 2nd Addition Sanitary Sewer	70	500-11	\$ 69,000.00	\$ 52,485.00	\$ 10,265.00	\$ 62,750.00	\$ 6,250.00	Included in 2013 Series A GO Bonds
Maize Road Improvements	47	Temp Note Res #502-11	\$ 800,000.00	\$ 797,987.44	\$ 2,012.56	\$ 800,000.00	\$ -	
Maize Road Improvements	47	Temp Note Res #466-09	\$ 600,000.00	\$600,000.00	\$0.00	\$600,000.00	\$0.00	
Totals for Series B 2011 Notes			\$ 1,990,000.00	\$ 1,859,913.99	\$ 67,134.06	\$ 1,927,048.05	\$ 62,951.95	

Temporary Note Resolution Series A 2012

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/12	Expenditures 1/1/13 thru 8/31/13	Total Expenditures	Expenditures Reimbursed by County	Resolution Authorization Less Expenditures
Maize Road Improvements	47	Temp Note Res #506-12	\$ 1,658,413.00	\$1,208,999.15	\$642,988.96	\$1,851,988.11	\$315,439.50	\$121,864.39

Other Project Fund Transfers to Debt Service

Project	Fund	Amount Transferred
Emerald Springs Stormwater	57	\$ 122,482.74
Emerald Springs Sanitary Sewer	57	\$ 122,482.73

Total Transfers \$ 244,965.47

Projects Not Temp Noted

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/12	Expenditures 1/1/13 thru 8/31/13	Total Expenditures	Resolution Authorization Less Expenditures
Watercress Village 3rd Water	05	532-13	\$ 98,000.00	\$ -	\$ 136.37	\$ 136.37	\$ 97,863.63
Watercress Village 3rd Paving	05	533-13	\$ 230,000.00	\$ -	\$ 136.37	\$ 136.37	\$ 229,863.63

Watercress Village 3rd Sewer	05	534-13	\$ 129,000.00		\$ 136.37	\$ 136.37	\$ 128,863.63
Hampton Lakes 2nd Phase 2 Water	05	535-13	\$ 25,000.00	\$ -	\$ 2,021.78	\$ 2,021.78	\$ 22,978.22
Hampton Lakes 2nd Phase 2 Paving	05	536-13	\$ 89,000.00	\$ -	\$ 1,280.27	\$ 1,280.27	\$ 87,719.73
Hampton Lakes 2nd Phase 2 Sewer	05	537-13	\$ 35,000.00	\$ -	\$ 2,707.77	\$ 2,707.77	\$ 32,292.23
Totals			\$ 606,000.00	\$ -	\$ 6,418.93	\$ 6,418.93	\$ 599,581.07

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

\$8,413,889.54 **\$1,969,886.43** **\$10,138,810.50** **\$2,181,300.93**

CIP 2013 (As of 8/31/2013)

<u>Detail</u>	<u>Reason</u>	<u>August Revenue</u>	<u>August 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	36.78
Interest	From Bank Accounts	31.39		200.00	772.08
Transfers	From General Fund	16,666.67		200,000.00	133,333.36
Total Revenues		16,698.06		200,700.00	134,142.22
Total Resources					384,175.18
Street Improvements			4,815.00	150,000.00	4,815.00
Technology Upgrades*			-		27,565.68
Maize Road Project			-	0.00	-
Park Improvements	From Dugan Park Funds		-	164,000.00	-
Other Capital Costs			-	75,000.00	-
Total Expenditures			-	389,000.00	32,380.68
Cash Balance - 08/31/13					\$ 351,794.50

***Technology Upgrades - New software that was budgeted in 2012. This amount was encumbered in 2012 but paid out in 2013. This amount will go against the 2012 budget as planned.**

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 08/31/2013

	MONTHLY BILL	CITY PORTION	REC PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	REC PORTION YEAR TO DATE	PERCENT OR FLAT RATE
Phone	\$747.04	\$609.47	\$135.97	\$5,878.57	\$4,789.21	\$1,087.76	Flat - based on number of lines
Internet	495.00	445.50	49.50	\$3,960.00	3,564.00	396.00	Flat - \$49.50/month
Gas	31.25	17.22	14.03	\$4,337.35	2,389.88	1,947.47	44.90%
Electric	2,580.68	1,421.95	1,158.73	\$14,344.82	7,904.00	6,440.82	44.90%
Janitor	2,687.95	1,481.06	1,206.89	\$15,804.64	8,708.36	7,096.28	44.90%
Water/Sewer	0.00	0.00	0.00	\$0.00	0.00	0.00	
Trash	57.92	31.91	26.01	\$463.36	255.31	208.05	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	\$8,804.00	4,851.00	3,953.00	44.90%
Pest Control	275.00	255.00	20.00	\$1,925.00	1,805.00	160.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$6,874.84	\$4,262.12	\$2,611.12	\$55,517.74	\$34,266.76	\$21,289.38	

Equipment Reserve 2013 (As of 08/31/2013)

<u>Detail</u>	<u>Reason</u>	<u>August Revenue</u>	<u>August Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/13					\$ 69,249.29
Interest	From Bank Accounts	2.74		50.00	67.39
Transfers	From General Fund	8,875.00		106,500.00	71,000.00
Total Revenues		\$ 8,877.74		\$ 106,550.00	\$ 71,067.39
Total Resources					\$ 140,316.68
Trucks/Heavy Equipment			\$ 5,029.68	\$ 25,000.00	\$ 10,069.44
Computers			14,540.00	20,000.00	25,136.96
Police Department Expenses				55,000.00	-
Total Expenditures			\$ 19,569.68	\$ 100,000.00	\$ 35,206.40
Cash Balance - 08/31/2013					\$ 105,110.28



CITY OPERATIONS REPORT

DATE: September 11, 2013
TO: Maize City Council
FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Laura Fearey
RE: September Report

1) Electronic (Less Paper) Council Packet System Planning

Again this month you will be receiving a “less paper” packet. The full agenda was provided to you “on-line.” Staff continues to research the purchase of iPads for Councilmembers. You will receive an “iPad request form” at Monday’s meeting. It will allow you to list additional support equipment desired with your iPad. Once an equipment list is compiled and the total cost is determined funding options will be identified. The goal is to have them delivered before year end.

2) Projects Update

- New Maize Road is complete.
- Central Street is complete. Some grading and sodding remains to be completed.
- Fencing and Concrete for New Detention Pond: Fencing and landscaping completed. Bids for fencing are in and fence construction should begin shortly.
- North Maize Road & Lakelane: Paving is all but complete as of this writing. Should be done by week end. Streetlights at the intersections of Lakelane and at 61st Street have been ordered.
- 2013 Housing Starts: Currently 61 new single family housing permits and 2 tri-plex permits (Hampton Lake senior housing) have been issued.

3) Annexation

Letters and supporting information have been mailed to ten of the property owners along 135th street. Follow up meetings are being scheduled.

4) Watercress Village III Paving Contract

Kansas Paving was awarded the contract for this project. However, due to scheduling conflicts KS Paving is unable to get to this project in a timely manner. Therefore the second bidder (Cornejo) will be awarded the contract (very little additional cost). The developer is requesting this item be expedited so the paving can begin in a timely manner. This could be added to the September 16th agenda, if not other meeting arrangement may be required.

5) City Meetings

- August 19th @ 7PM Council
- September 5th @ 7PM Planning Commission
- September 10th @ 7PM Park & Tree Board
- September 16th @ 7PM Council