

**MEETING NOTICE  
MAIZE CITY COUNCIL  
REGULAR MEETING**

**TIME: 7:00 P.M.**  
**DATE: MONDAY, NOVEMBER 13, 2017**  
**PLACE: MAIZE CITY HALL**  
**10100 W. GRADY AVENUE**

**AGENDA**

**MAYOR CLAIR DONNELLY PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 6) Public Hearing - 2017 Amended Budget
- 7) Consent Agenda
  - a. Approval of Minutes – Regular Council Meeting of October 16, 2017.
  - b. Receive and file minutes from the Planning Commission meeting of August 3, 2017.
  - c. Cash Disbursements from October 1, 2017 thru October 31, 2017 in the amount of \$822,034.92 (Check #65467 thru #65625).
  - d. Approval of Busby, Ford & Reimer LLC engagement letter for auditing services for the year ending December 31, 2017 in the amount of \$16,000.
- 8) Employee Service Awards
  - Donna Clasen 20 Years
  - Catherine Herr 10 Years
  - Daniel Huntington 10 Years
  - Bill McKinley 15 Years
  - Ron Smothers 20 Years
  - Pat Stivers 8 Years
  - Sue Villarreal 10 Years
- 9) Old Business
  - A. 119<sup>th</sup> Water Project Petition & Resolution
  - B. Series 2017A Temp Note Bids & Resolution
  - C. 2017 Amended Budget Adoption
  - D. Fireworks Ordinance

**(Over)**

**City Council Meeting  
November 13, 2017**

- 10) New Business
  - A. Animal Control Ordinance
  - B. Job Descriptions, Pay Plan, and Organizational Chart Revisions

**\* Recess City Council Meeting and Convene Maize Park Cemetery Board Meeting:**

**MAIZE PARK CEMETERY BOARD  
REGULAR MEETING**

**AGENDA  
CHAIRPERSON KAREN FITZMIER PRESIDING**

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Agenda
- 4) Approval of Minutes – Regular Cemetery Board Meeting of August 7, 2017.
- 5) New Business:
  - A. Cemetery Rules & Regulations
- 6) Adjournment

**\* Reconvene City Council Meeting**

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

**MINUTES-REGULAR MEETING  
MAIZE CITY COUNCIL  
Monday, October 16, 2017**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **October 16, 2017** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Kevin Reid, Alex McCreath, Donna Clasen, Pat Stivers** and **Karen Fitzmier**.

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

**APPROVAL OF AGENDA:**

The Agenda was submitted for approval.

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

**PUBLIC COMMENTS:**

The following individuals addressed the Council:

**Kenneth Hultman**, 304 E. Jones, stated that some of his campaign posters were missing. He also claimed that the former public works maintenance shop was being used for employees' personal use.

**Angela Hartwell**, 317 S. Heather Lane, submitted pictures of drainage problems in her neighborhood.

**MOTION:** **Clasen** moved to receive and file the pictures  
**Stivers** seconded. Motion declared carried.

**Katie Gould**, 318 S. Heather Lane, also spoke about the drainage issues in the Heather Lane neighborhood.

**PUBLIC HEARING – SHUTTLE AEROSPACE INDUSTRIAL BONDS:**

**Mayor Donnelly** opened the public hearing at 7:17 pm. Hearing no comments, he closed the public hearing.

**CONSENT AGENDA:**

The Consent Agenda was submitted for approval including:

- a) Approval of minutes –Regular Council Meeting of September 18, 2017
- b) Cash Disbursements from September 1, 2017 through September 30, 2017 in the amount of \$1,874,227.05 (Check #65329 thru #65466).

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

**FIREWORKS ORDINANCE:**

Fireworks Ordinance #932 was submitted for review of amended Section 701 (d).

**MOTION:** **Stivers** moved to direct staff to amend the ordinance to only allow the three grandfathered permits on Maize Road and review the ordinance in September, 2018.  
**McCreath** seconded. Motion declared carried.

**119<sup>th</sup> STREET WATER PROJECT AUTHORIZATION RESOLUTION:**

A resolution authorizing the funding of the 119<sup>th</sup> Street Water Project was submitted for Council approval.

**MOTION:** **Clasen** moved to approve the resolution authorizing financing of the 119<sup>th</sup> Street Water Project in an amount not to exceed \$1,065,213 and authorize the Mayor to sign.  
**Fitzmier** seconded. Motion declared carried.

**SERIES 2017A TEMP NOTES:**

A resolution authorizing the sale of the Series 2017A Temp Notes was submitted for Council approval.

**MOTION:** *Reid* moved to approve the sale resolution for the Series 2017A Temp Notes in the amount of \$4,260,00.  
*McCreath* seconded. Motion declared carried.

*City Clerk assigned Resolution #598-17.*

**SHUTTLE AEROSPACE RESOLUTION OF INTENT FOR INDUSTRIAL REVENUE BONDS:**

A resolution of intent to issue industrial revenue bonds to finance the construction of a new facility for Shuttle Aerospace was submitted for Council approval.

**MOTION:** *Reid* moved to approve the resolution of intent in the amount not to exceed \$3,200,000 to finance the acquisition, construction and equipment for the Shuttle Aerospace project and approve a sliding scale schedule in the amount equal to 77% ad valorem property tax abatement over ten years.  
*Clasen* seconded. Motion declared carried.

*City Clerk assigned Resolution #599-17.*

**MCCULLOUGH EXCAVATION CONTRACT:**

Construction bids and contract for the Hampton Lakes 3<sup>rd</sup> Addition sanitary sewer improvements were submitted for Council approval.

**MOTION:** *Clasen* moved to accept the low bid and approve the construction agreement with McCullough Excavation in an amount not to exceed \$46,275 and authorize the Mayor to sign.  
*Reid* seconded. Motion declared carried.

**2017 BUDGET AMENDMENT:**

Staff recommended an amendment to the 2017 budget to reflect additional expenditures in the general, wastewater and water funds.

**MOTION:** *Clasen* moved to approve the recommendation to amend the 2017 budget and set the public hearing for 7:00 pm on November 13, 2017 and publish in *The Clarion*.  
*Fitzmier* seconded. Motion declared carried.

**WAMPO SERVICE AGREEMENTS:**

Agreements with WAMPO for the Planning Walkable Places program were submitted for Council approval. Approximate total cost to the City would be \$30,000.

**MOTION:** *Clasen* moved to approve the WAMPO Agreements for Planning Walkable Places program for a Master Pedestrian and Bicycle Plan and for the Academy Arts District Plan.  
*McCreath* seconded. Motion declared carried.

**HOUSING INCENTIVE POLICY:**

A staff request to renew the five-year tax incentive program to continue to December 31, 2020 was submitted for Council approval.

**MOTION:** *Stivers* moved to approve the renewal of the five-year tax incentive program policy to continue to December 31, 2020.  
*McCreath* seconded. Motion declared carried.

**WATER AND WASTEWATER BENEFIT FEE ORDINANCE:**

An ordinance establishing water and wastewater benefit fees for new developments was submitted for Council approval.

**MOTION:** *Clasen* moved to approve the ordinance after final approval by the City Attorney.  
*McCreath* seconded. Motion declared carried.

*City Clerk assigned Ordinance #938.*

**EXECUTIVE SESSION:**

*Mayor Donnelly* requested a 5-minute executive session to discuss non-elected personnel.

**MOTION:** *Clasen* moved to enter executive session from 9:45 pm until 9:50 pm to discuss non-elected personnel.  
*Reid* seconded. Motion declared carried.

Council entered executive session at 9:45 pm reconvened the regular meeting at 9:50 pm. No action was taken.

**MOTION:** *Clasen* moved to re-enter executive session from 9:50 pm until 10:00 pm to discuss non-elected personnel.  
*Reid* seconded. Motion declared carried.

Council re-entered executive session at 9:50 pm and reconvened the regular meeting at 10:00 pm. No action was taken.

**ADJOURNMENT:**

With no further business before the Council,

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

**Respectfully submitted by:**

Jocelyn Reid, City Clerk

**MINUTES-REGULAR MEETING  
MAIZE CITY PLANNING COMMISSION AND  
BOARD OF ZONING APPEALS  
THURSDAY, AUGUST 3, 2017**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday, August 3, 2017, for a Regular Meeting with *Bryan Aubuchon*, presiding. The following Planning Commission members were present: *Mike Burks, Bryan Aubuchon, Mike Strelow* and *Andy Sciolaro*. Not present were *Bryant Wilks, Dennis Downes* and *Jennifer Herington*. Also present were *Sue Villarreal*, Recording Secretary; *Kim Edgington*, Planning Administrator; *Richard LaMunyon*, City Administrator; *Bill McKinley*, City Engineer; *Phil Meyer*, Baughman Co.; *Mary Belton*, Citizen.

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

**MOTION:** *Burks* moved to approve the July 6, 2017 minutes as presented.  
*Sciolaro* seconded the motion.  
Motion carried unanimously.

**NEW BUSINESS – PLANNING COMMISSION**

**S/D 02-017 Final plat for Cypress Point Addition – a 37- lot single-family residential plat on the north side of 37<sup>th</sup> Street west of Tyler.**

*Meyer* was present to answer questions regarding the plat. The emergency access and drainage were discussed.

**MOTION:** *Sciolaro* moved to approve S/D 02-017 Final plat for Cypress Point Addition Plat subject to the conditions and modifications as set forth in the staff report and subject to approval of the drainage plan by the City Engineer.  
*Burks* seconded the motion.  
Motion carried unanimously.

**PLANNING ADMINISTRATOR REPORT**

**Sedgwick County Zone Change request and Conditional Use – A zone change from RR to Limited Industrial and for a Conditional Use to allow sand extraction and rock crushing on the north side of 53<sup>rd</sup> Street approximately ¼ mile east of K-96.**

Commissioner's questions and concerns included:

- Limited Industrial zoning too intense
- Truck traffic onto 53<sup>rd</sup> without acceleration or turn lane
- 15 year time frame too long

**Belton** and property owners in this area met with Developer J. Russell on August 2, 2017.

Their concerns included:

- Two sand pit operations possibly operating at same in same area
- Conditional Use time frames are too long
- Impact on traffic and groundwater level

**Edgington** will present all concerns to Metropolitan Area Planning Commission on August 10, 2017.

**ADJOURNMENT:**

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

Meeting adjourned at 8:52 PM.

---

Sue Villarreal  
Recording Secretary

---

Bryan Aubuchon  
Chairman

**CITY OF MAIZE**  
**Cash and Budget Position**  
**Thru October 31, 2017**

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	\$ 392,478.67	\$ 162,441.11	\$ 320,964.26	\$ 233,955.52	\$ 3,375,058.00	\$ 3,173,402.10	\$ 3,166,731.98	\$ 208,326.02	6.17%
02	Street Fund	162,043.76	63,992.93	26,834.25	199,202.44	308,050.00	305,135.56	259,678.43	48,371.57	15.70%
04	Capital Improvements Fund	31,371.91	38,803.57	29,857.82	40,317.66	650,000.00	455,434.16	503,365.91	146,634.09	22.56%
05	Long-Term Projects	(1,355,469.10)	693,760.00	490,736.10	(1,152,445.20)	-	1,207,380.30	2,291,298.80		
10	Equipment Reserve	87,035.08	17,984.86	776.16	104,243.78	136,000.00	123,553.45	115,648.96	20,351.04	14.96%
11	Police Training Fund	8,136.40	372.50	-	8,508.90	2,000.00	6,213.00	1,250.94	749.06	37.45%
12	Municipal Court Fund	38,904.10	2,620.90	-	41,525.00	-	29,021.62	14,909.43		
16	Bond & Interest Fund	(192,734.65)	110,324.80	-	(82,409.85)	2,425,096.00	2,104,104.73	2,304,661.41	120,434.59	4.97%
19	Wastewater Reserve Fund	217,539.07	8,594.16	-	226,133.23	-	68,396.73	10,261.76		
20	Wastewater Treatment Fund	790,066.24	70,917.67	67,336.62	793,647.29	768,863.00	741,013.37	668,932.99	99,930.01	13.00%
21	Water Fund	609,455.01	83,126.94	62,795.60	629,786.35	779,925.00	795,017.78	698,782.36	81,142.64	10.40%
22	Water Reserve Fund	191,961.31	3,000.00	12,000.00	182,961.31	-	30,000.00	18,187.50		
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00	-	-	-		
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09	-	-	-		
32	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57	-	-	-		
38	Cafeteria Plan	4,182.23	1,730.00	1,212.93	4,699.30	-	15,624.57	9,994.73		
98	Maize Cemetery	122,451.50	1,028.03	10,930.33	112,549.20	150,948.00	23,458.99	58,266.50	92,681.50	61.40%
<b>Report Totals</b>		<b>\$ 1,525,626.19</b>	<b>\$ 1,258,697.47</b>	<b>\$ 1,023,444.07</b>	<b>\$ 1,760,879.59</b>	<b>\$ 8,595,940.00</b>	<b>\$ 9,077,756.36</b>	<b>\$ 10,121,971.70</b>	<b>\$ 818,620.52</b>	<b>9.52%</b>



			City of Maize			
			Disbursement Report Totals			
			Dates Covered: 10/01/2017 - 10/31/2017			
<b>Accounts Payable:</b>						
Voucher	Voucher	Check	Check	Check Numbers		
Date	Amt	Date	Amount	Begin	End	
3-Oct	\$ 1,046.48	5-Oct	\$ 1,046.48	65480	65481	Utilities/Postage
5-Oct	95,505.58	6-Oct	\$ 95,505.58	65482	65545	
16-Oct	18,931.31	16-Oct	18,931.31	65546	65556	Utilities
19-Oct	511,479.24	20-Oct	511,479.24	65572	65617	
25-Oct	3,949.66	25-Oct	3,949.66	65618	65619	Utilities
27-Oct	2,271.33	27-Oct	2,271.33	65620	65625	Utilities
AP Total	\$ 633,183.60		\$ 633,183.60			
<b>Payroll:</b>						
Run	Earning	Check	Check	Check Numbers		
Date	History	Date	Amount	Begin	End	
7-Nov	\$ 138,540.06	5-Oct	\$ 80,019.29	65467	65479	
		19-Oct	108,832.03	65557	65571	
KPERS Employer Portion	10,695.67					
FICA Employer Portion	9,983.15					
Health/Dental Insurance (Employer Portion)	29,632.44					
PR Total	\$ 188,851.32		\$ 188,851.32			
	<b>AP</b>		\$ 633,183.60			
	<b>PR</b>		188,851.32			
	Total Disbursements		\$ 822,034.92			

**Check Numbers used this period:**

**#65467 thru #65625**

**CITY OF MAIZE**  
**Bank Reconciliation Report**  
**For October 2017**

**Fund Balances**

FUND	NAME	BEGIN		END	
		PERIOD	RECEIPTS	DISBURSEMENTS	PERIOD
01	General Fund	\$ 392,478.67	\$ 162,441.11	\$ 320,964.26	\$ 233,955.52
02	Street Fund	162,043.76	63,992.93	26,834.25	\$ 199,202.44
04	Capital Improvements Fund	31,371.91	38,803.57	29,857.82	40,317.66
05	Long-Term Projects	(1,355,469.10)	693,760.00	490,736.10	(1,152,445.20)
10	Equipment Reserve Fund	87,035.08	17,984.86	776.16	104,243.78
11	Police Training Fund	8,136.40	372.50	-	8,508.90
12	Municipal Court Fund	38,904.10	2,620.90	-	41,525.00
16	Bond & Interest Fund	(192,734.65)	110,324.80	-	(82,409.85)
19	Wastewater Reserve Fund	217,539.07	8,594.16	-	226,133.23
20	Wastewater Treatment Fund	790,066.24	70,917.67	67,336.62	793,647.29
21	Water Fund	609,455.01	83,126.94	62,795.60	629,786.35
22	Water Reserve Fund	191,961.31	3,000.00	12,000.00	182,961.31
23	Water Bond Debt Reserve Fund	268,000.00	-	-	268,000.00
24	Wastewater Bond Debt Reserve Fund	147,800.09	-	-	147,800.09
32	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57
38	Cafeteria Plan	4,182.23	1,730.00	1,212.93	4,699.30
98	Maize Cemetery	122,451.50	1,028.03	10,930.33	112,549.20
<b>Totals All Fund</b>		<b>\$ 1,525,626.19</b>	<b>\$ 1,258,697.47</b>	<b>\$ 1,023,444.07</b>	<b>\$ 1,760,879.59</b>

**Bank Accounts and Adjustments**

Halstead Checking Account	\$ 481,697.95	\$ 1,758,857.66	\$ 1,613,122.03	\$ 627,433.58
Outstanding Items				\$ (106,611.77)
Halstead Bank Money Market Account	1,726,385.53	1,123.05	600,000.00	1,127,508.58
Maize Cemetery CD 85071	77,072.26	-	16,600.00	60,472.26
Maize Cemetery Operations	45,379.24	17,628.03	10,930.33	52,076.94
<b>Totals All Banks</b>	<b>\$ 2,330,534.98</b>	<b>\$ 1,777,608.74</b>	<b>\$ 2,240,652.36</b>	<b>\$ 1,760,879.59</b>



---

---

# BUSBY FORD & REIMER, LLC

---

---

CERTIFIED PUBLIC ACCOUNTANTS

**October 30, 2017**

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

We are pleased to confirm our understanding of the services we are to provide the **City of Maize, Kansas** for the year ending **December 31, 2017**. We will audit the financial statement prepared in accordance with the *Kansas Municipal Audit and Accounting Guide* of the **City of Maize, Kansas Financial Reporting Entity** as of and for the year ending **December 31, 2017**.

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

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

**Audit Objective**

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

---

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

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

#### **Audit Procedures—General**

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

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

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

#### **Audit Procedures—Internal Control**

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

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

#### **Audit Procedures—Compliance**

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

#### **Other Services**

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

#### **Management Responsibilities**

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

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

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

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

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

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

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

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

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

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

**Audit Administration, Fees, and Other**

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

Our fees for these services will be **\$16,000**. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

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

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

Sincerely,

*Busby Ford & Reimer, LLC*

Busby Ford & Reimer, LLC

RESPONSE:

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

By: \_\_\_\_\_

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

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, NOVEMBER 13, 2017**

**AGENDA ITEM #9A**

**ITEM:        119<sup>th</sup> Street Water Project Petition & Resolution of Advisability**

**BACKGROUND**

At the October 16, 2017 meeting, the Council passed Resolution #597-17 authorizing financing of the 119<sup>th</sup> Street Water Project by issuance of general obligation bonds. At the same meeting, the Council passed Ordinance No. 938 providing for the imposition of benefit fees on water and wastewater projects. In order to bring the 119<sup>th</sup> Street Water Project under the benefit fee ordinance and permit the imposition for future benefit fees, it is necessary to re-authorize the project under the special assessment act (K.S.A. 12-6a01 et seq.).

The owners of the Kyodo Yushi plant and the Worthington Cylinders facility have submitted a petition to be included in the improvement district and be assessed a portion of the costs as follows:

Kyodo Yushi – 30% of the final costs not to exceed \$300,000  
Worthington – \$30,000

The remainder of the costs shall be paid by the City at large. A benefit fee, based on square footage, will be assessed to any new developments within the City.

**FINANCIAL CONSIDERATIONS:**

Kyodo Yushi will pay 30% up to \$300,000 of the project cost and Worthington Cylinders will pay \$30,000.

This project is included in the Series 2017A Temp Notes that are being issued later in the meeting.

**LEGAL CONSIDERATIONS:**

Bond Counsel reviewed, prepared and approved the petition and resolution as to form.

**RECOMMENDATION:**

Accept the petition and resolution of advisability for the 119<sup>th</sup> Street Water Line Improvements.



**PETITION  
(WATER LINE IMPROVEMENTS–119<sup>th</sup> STREET)**

TO: The Mayor and City Council (the “Governing Body”)  
City of Maize, Kansas

**1.** The undersigned, being the owners of record of 100% of the area liable for assessment set forth below (the “Petitioners”) for the proposed improvements of the City of Maize, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

The installation of approximately 16,920 linear feet of water line improvements within the City, such improvements to be generally located along 119<sup>th</sup> Street and streets connecting therewith, and all appurtenances thereto.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$1,065,213, exclusive of interest on financing and administrative and financing costs.

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

Tract A – See **Exhibit A** hereto

and Tract B – See **Exhibit B** hereto

(d) The proposed method of assessment (and method of assessment of any subsequent benefit fees that may also be assessed as hereinafter set forth) shall be based upon the square footage of the property assessed at 2.6 cents per square foot; *provided however*, 30% of the final costs of the Improvements, not to exceed \$300,000, shall be assessed against the portion of the Improvement District described as Tract A on **Exhibit A** hereto, such increased amount due to projected water usage in connection with the required fire suppression system associated with Tract A; *provided further, however*, an amount not to exceed \$30,000 shall be assessed against the portion of the Improvement District described as Tract B on **Exhibit B** hereto, such increased amount due to the cost of adding additional hydrants in connection with providing water service to Tract B. Where the ownership of a single lot or parcel is or may be divided into two or more parcels, the assessment to the lot or parcel so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements between the Improvement District and the City at large is (i) 30% of the final cost of the Improvements or \$300,000, whichever is less, shall be assessed against Tract A; (ii) \$30,000 shall be assessed against Tract B, and (iii) the remainder of the final cost of the Improvements shall be paid by the City at large.

(f) Pursuant to K.S.A. 12-6a04(c), the Petitioners further acknowledge the following:

(1) This petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04.

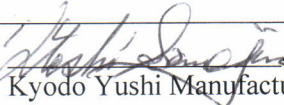
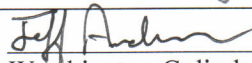
(2) the Improvement District does not include all properties which may be deemed to benefit from the Improvements.

(g) The Petitioners further request that, pursuant to K.S.A. 12-6a19, the City impose a benefit fee in the manner as set forth in the Act to such real properties which benefit from the Improvements but which are not included within the Improvement District. The imposition of such benefit fee is subject to the filing of a petition by owners of such properties requesting water service to be provided to such property that will include service provided by the Improvements. The benefit fee shall be determined by a square footage calculation as if the area was included in the Improvement District. The amount of such benefit fee shall not exceed the amount which would have been assessed against such property based on such square footage calculation had it been included in the Improvement District at the time that the Improvements were approved by resolution of the Governing Body.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

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

4. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
 as authorized agent for Kyodo Yushi Manufacturing Americas LLC	<u>11/2</u> , 2017	See <i>Exhibit A</i>
 as authorized agent for Worthington Cylinders Kansas LLC	<u>10-31-</u> , 2017	See <i>Exhibit B</i>

\*\*\*\*\*

THIS PETITION was filed in my office on 11/2/17; and was examined, considered and found sufficient by the Governing Body on \_\_\_\_\_.

\_\_\_\_\_  
City Clerk

***EXHIBIT A***

**TRACT A - KYODO YUSHI MANUFACTURING AMERICAS LLC PARCEL**

Property Situs Address:

12550 W. Larson Rd., Maize, Kansas 67101

Legal Description:

Lot 1, Block B Maize Industrial 2nd Addition

***EXHIBIT B***

TRACT B - WORTHINGTON CYLINDERS LLC PARCEL

Property Situs Address:

5605 N. 119<sup>th</sup> Street W., Maize, Kansas 67101

Legal Description:

BEG 1247.5 FT N SE COR SE1/4 W 1290FT N 586.16 FT E 72.83 FT SE 42.42 FT E 750 FT  
N 30 FT E 437.17 FT S TO BEG SEC 13-26-2W

(Published in the *Clarion* on November \_\_, 2017)

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

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MAIZE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (119<sup>TH</sup> STREET WATER LINE).**

---

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

**WHEREAS**, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

**WHEREAS**, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of 100% of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

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

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

The installation of approximately 16,920 linear feet of water line improvements within the City, such improvements to be generally located along 119<sup>th</sup> Street and streets connecting therewith, and all appurtenances thereto.

(b) The estimated or probable cost of the proposed Improvements is: \$1,065,213, exclusive of interest on financing and administrative and financing costs; said estimated cost 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:

Tract A – See *Exhibit A* hereto

and Tract B – See *Exhibit B* hereto

(d) The proposed method of assessment (and method of assessment of any subsequent benefit fees that may also be assessed as hereinafter set forth) shall be based upon the square footage of the property assessed at 2.6 cents per square foot; *provided however*, 30% of the final costs of the Improvements, not to exceed \$300,000, shall be assessed against the portion of the Improvement District described as Tract A on **Exhibit A** hereto, such increased amount due to projected water usage in connection with the required fire suppression system associated with Tract A; *provided further, however*, an amount not to exceed \$30,000 shall be assessed against the portion of the Improvement District described as Tract B on **Exhibit B** hereto, such increased amount due to the cost of adding additional hydrants in connection with providing water service to Tract B. Where the ownership of a single lot or parcel is or may be divided into two or more parcels, the assessment to the lot or parcel so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements between the Improvement District and the City at large is (i) 30% of the final cost of the Improvements or \$300,000, whichever is less, shall be assessed against Tract A; (ii) \$30,000 shall be assessed against Tract B, and (iii) the remainder of the final cost of the Improvements shall be paid by the City at large.

(f) Real properties which benefit from the Improvements but which are not included within the Improvement District shall be subject to the imposition of a benefit fee in the manner set forth in and pursuant to K.S.A. 12-6a19. The benefit fee shall be determined by a square footage calculation as if the area was included in the Improvement District. The amount of such benefit fee shall not exceed the amount which would have been assessed against such property had it been included in the Improvement District at the time that the Improvements were approved by resolution of the governing body of the City.

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

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2. The authorization of the Improvements and the issuance of the Bonds pursuant to the Act and this Resolution provides a complete alternative to the authorization provided by Resolution No. 597-17 adopted by the governing body of the City on October 16, 2017.

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

**ADOPTED** by the governing body of the City of Maize, Kansas on November 13, 2017.

(SEAL)

By: \_\_\_\_\_  
Name: Clair Donnelly  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Jocelyn Reid  
Title: 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 November 13, 2017, as the same appears of record in my office.

DATED: November 13, 2017.

By: \_\_\_\_\_  
Name: Jocelyn Reid  
Title: Clerk



***EXHIBIT A***

**TRACT A - KYODO YUSHI MANUFACTURING AMERICAS LLC PARCEL**

Property Situs Address:

12550 W. Larson Rd., Maize, Kansas 67101

Legal Description:

Lot 1, Block B Maize Industrial 2nd Addition

***EXHIBIT B***

TRACT B - WORTHINGTON CYLINDERS LLC PARCEL

Property Situs Address:

5605 N. 119<sup>th</sup> Street W., Maize, Kansas 67101

Legal Description:

BEG 1247.5 FT N SE COR SE1/4 W 1290FT N 586.16 FT E 72.83 FT SE 42.42 FT E 750 FT N 30 FT E 437.17 FT S TO BEG SEC 13-26-2W

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, NOVEMBER 13, 2017**

**AGENDA ITEM #9B**

**ITEM:           SERIES 2017A TEMPORARY NOTE**

**BACKGROUND:**

Last month, the council authorized bids to be received for the city’s Series 2017A Temporary Notes. It provides continued financing for the following improvements:

<b>Description</b>	<b>Res. No.</b>	<b>Estimated Cost</b>	<b>Temp Note Amount</b>
Maize Industrial Park 2nd Addn - Water	592-17	\$60,200	\$57,707
Maize Industrial Park 2nd Addn - Sewer	593-17	\$75,800	\$72,661
Maize Industrial Park 2nd Addn - Paving	591-17	\$843,800	\$808,861
Eagles Nest Addition - Phase 2B - Water	585-16	\$123,000	\$117,907
Eagles Nest Addition - Phase 2B - Paving	586-16	\$422,000	\$404,526
Cypress Point - Water	595-17	\$138,000	\$132,286
Cypress Point - Sewer	596-17	\$694,000	\$665,264
Cypress Point - Paving	594-17	\$1,022,000	\$979,682
119th Street water line	597-17	\$1,065,212	\$1,021,106
		<b>\$4,444,012</b>	<b>\$4,260,000</b>

**FINANCIAL CONSIDERATIONS:**

The Series 2017A Temporary Notes will be due on October 1, 2020, but will be callable (able to be prepaid) on or after October 1, 2018 to allow for flexibility in permanently financing the various projects. The temp note includes funds to pay costs of issuance and estimated semi-annual interest while the note is outstanding.

Bidders have until 11 AM, November 13, 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 2017A Temporary Notes.

**RECOMMENDATION/ACTION:**

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

MOTION: Move to approve the “temp note resolution” for the Series 2017A Temporary Notes.

**RESOLUTION NO. [ ]**

**OF**

**THE CITY OF MAIZE, KANSAS**

**ADOPTED**

**NOVEMBER 13, 2017**

**GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 2017A**

---

**RESOLUTION**

**TABLE OF CONTENTS**

**ARTICLE I DEFINITIONS**

Section 101. Definitions of Words and Terms..... 2

**ARTICLE II AUTHORIZATION AND DETAILS OF THE NOTES**

Section 201. Authorization of the Notes..... 8  
Section 202. Description of the Notes. .... 9  
Section 203. Designation of Paying Agent and Note Registrar. .... 9  
Section 204. Method and Place of Payment of the Notes. .... 9  
Section 205. Payments Due on Saturdays, Sundays and Holidays. .... 10  
Section 206. Registration, Transfer and Exchange of Notes..... 10  
Section 207. Execution, Registration, Authentication and Delivery of Notes. .... 11  
Section 208. Mutilated, Lost, Stolen or Destroyed Notes..... 12  
Section 209. Cancellation and Destruction of Notes Upon Payment..... 12  
Section 210. Book-Entry Notes; Securities Depository..... 12  
Section 211. Nonpresentment of Notes..... 13  
Section 212. Preliminary and Final Official Statement. .... 14  
Section 213. Sale of the Notes. .... 14

**ARTICLE III REDEMPTION OF NOTES**

Section 301. Redemption by Issuer..... 14  
Section 302. Selection of Notes to be Redeemed. .... 14  
Section 303. Notice and Effect of Call for Redemption. .... 15

**ARTICLE IV SECURITY FOR NOTES**

Section 401. Security for the Notes. .... 17  
Section 402. Levy and Collection of Annual Tax..... 17

**ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS**

**DEPOSIT AND APPLICATION OF NOTE PROCEEDS**

Section 501. Creation of Funds and Accounts..... 17  
Section 502. Deposit of Note Proceeds..... 17  
Section 503. Application of Moneys in the Improvement Fund..... 18  
Section 504. Substitution of Improvements; Reallocation of Proceeds. .... 18  
Section 505. Application of Moneys in Debt Service Account. .... 18  
Section 506. Deposits and Investment of Moneys..... 19  
Section 507. Application of Moneys in the Costs of Issuance Account. .... 19

**ARTICLE VI DEFAULT AND REMEDIES**

Section 601. Remedies..... 19  
Section 602. Limitation on Rights of Owners..... 20

Section 603. Remedies Cumulative. .... 20

**ARTICLE VII DEFEASANCE**

Section 701. Defeasance. .... 20

**ARTICLE VIII TAX COVENANTS**

Section 801. General Covenants. .... 21

Section 802. Survival of Covenants. .... 21

**ARTICLE IX CONTINUING DISCLOSURE REQUIREMENTS**

Section 901. Disclosure Requirements. .... 21

Section 902. Failure to Comply with Continuing Disclosure Requirements. .... 21

**ARTICLE X MISCELLANEOUS PROVISIONS**

Section 1001. Annual Audit. .... 22

Section 1002. Amendments. .... 22

Section 1003. Notices, Consents and Other Instruments by Owners. .... 23

Section 1004. Notices. .... 24

Section 1005. Electronic Transactions. .... 24

Section 1006. Further Authority. .... 24

Section 1007. Severability. .... 24

Section 1008. Governing Law. .... 24

Section 1009. Effective Date. .... 24

*EXHIBIT A* – FORM OF NOTES..... A-1

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

**RESOLUTION NO. [\_\_\_\_]**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2017A, 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 of Maize, Kansas (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 authorized or caused the following improvements (collectively the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority</u>	<u>Estimated Cost</u>
<b>Maize Industrial Park</b>			
Water	592-17	K.S.A. 12-6a01 <i>et seq.</i>	\$ 60,200
Sewer	593-17	K.S.A. 12-6a01 <i>et seq.</i>	75,800
Paving	591-17	K.S.A. 12-6a01 <i>et seq.</i>	843,800
<b>Eagles Nest Addition – Phase 2B</b>			
Water	585-16	K.S.A. 12-6a01 <i>et seq.</i>	123,000
Paving	586-16	K.S.A. 12-6a01 <i>et seq.</i>	422,000
<b>Cypress Point</b>			
Water	595-17	K.S.A. 12-6a01 <i>et seq.</i>	138,000
Sewer	596-17	K.S.A. 12-6a01 <i>et seq.</i>	694,000
Paving	594-17	K.S.A. 12-6a01 <i>et seq.</i>	1,022,000
<b>Water Line Improvements – 119<sup>th</sup> Street</b>	597-17	K.S.A. 65-163d <i>et seq.</i>	<u>1,065,213</u>
<b>Total:</b>			<b><u>\$4,444,013</u></b>

**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 Issuer pursuant to the Act; and

**WHEREAS**, none of such temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

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

**WHEREAS**, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$4,260,000\* to pay a portion of the costs of the Improvements.

**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. 65-163d *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 elected/appointed and acting Clerk of the Issuer, 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.

**“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.

**“Costs of Issuance Account”** means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2017A created pursuant to *Section 501* hereof.

**“Dated Date”** means November 29, 2017.

**“Debt Service Account”** means the Debt Service Account for General Obligation Temporary Notes, Series 2017A (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, as may be amended and supplemented, 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 General Obligation Temporary Notes, Series 2017A 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 Stated Maturity of an installment of interest on any Note which shall be April 1 and October 1 of each year, commencing April 1, 2018.

**“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 General Obligation Temporary Notes, Series 2017A, 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  
Attn: Clerk

(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:

[Purchaser]  
[Purchaser Address]  
Fax: [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

S&P Global Ratings, a division of S&P Global 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 *Article VII* 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 a premium of \$ \_\_\_\_\_] [, less an underwriting discount of \$ \_\_\_\_\_] [, less an original issue discount of \$ \_\_\_\_\_].

**“Purchaser”** means [Purchaser], [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.

**“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.

“**Replacement Notes**” means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* hereof.

“**SEC Rule**” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

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

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to *Article II* 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 *Article V* 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 General Obligation Temporary Notes, Series 2017A, of the Issuer in the principal amount of \$4,260,000\* for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

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

<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>
<b><u>October 1</u></b>	<b><u>Amount</u></b>	<b><u>of Interest</u></b>
2020	\$4,260,000*	___[___]___%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* 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 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. The interest payable on each Note on any Interest Payment Date 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 an interest 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 *Article III* 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 this *Article II*.

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

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

Section 207. **Execution, Registration, Authentication and Delivery of Notes.** Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

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

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or

employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

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

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

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

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

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

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

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

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

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

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

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

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

an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. **Preliminary and Final Official Statement.** The Issuer hereby authorizes and approves the Preliminary Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, 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 Section (b)(1) of the SEC Rule, 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 the SEC 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 the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

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

### ARTICLE III

#### REDEMPTION OF NOTES

Section 301. **Redemption by Issuer.**

**Optional Redemption.** At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 1, 2018, 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 this Section are met.

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

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

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

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

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

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

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

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

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

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

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

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

## ARTICLE IV

### SECURITY FOR NOTES

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

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

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

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

## ARTICLE V

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

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

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2017A.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2017A.
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2017A.

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

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

(a) Excess proceeds, if any, received from the sale of the Notes [and \$[\_\_\_\_\_], representing interest on the Notes during construction of the Improvements] 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 Notes shall be deposited in the Improvement Fund.

**Section 503. Application of Moneys in the Improvement Fund.** Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor 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 and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; and (c) paying Costs of Issuance.

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 or ordinance 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 or ordinance 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 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. 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.

**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 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

## ARTICLE VI

### DEFAULT AND REMEDIES

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

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

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

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

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

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments

thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with *Article III*. 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 herein 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 or ordinance 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 or ordinance 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 or ordinance 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 or ordinance, 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 ordinance 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 or ordinance 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 adoption by the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the Issuer on November 13, 2017.

(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 November 13, 2017, as the same appears of record in my office.

DATED: November 13, 2017.

\_\_\_\_\_  
Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT A  
(FORM OF NOTES)**

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

REGISTERED  
\$

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

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF SEDGWICK  
CITY OF MAIZE  
GENERAL OBLIGATION TEMPORARY NOTE  
SERIES 2017A**

**Interest  
Rate:**

**Maturity  
Date:**

**Dated  
Date: November 29, 2017**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Maize, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing April 1, 2018 (the “Interest Payment Dates”), or earlier redemption until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price 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”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the



calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the 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 an interest 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 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 General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

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

---

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Note is one of a series of General Obligation Temporary Notes, Series 2017A, 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: 4611-087-112917-[ ]

---

(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 “General Obligation Temporary Notes, Series 2017A,” aggregating the principal amount of \$4,260,000\* (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. 65-163d *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 set forth in the Note Resolution.

**Book-Entry System.** The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of

the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

**Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

---

### 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 November 29, 2017.

WITNESS my hand and official seal.

(Facsimile Seal)

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

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Facsimile Seal)

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

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, November 13, 2017**

**AGENDA ITEM #9C**

**ITEM: ADOPTION OF THE 2017 AMENDED BUDGET**

**BACKGROUND:**

On October 16, 2017, the Council accepted the 2017 amended budget and directed staff to publish the notice of budget hearing in *The Clarion*.  
In accordance with State Law, the notice was published October 19, 2017.

A public hearing was conducted earlier during this Council meeting.

This budget amendment increases the budget authority as follows:

- General fund from \$3,375,058 to \$3,531,562
- Wastewater fund from \$768,863 to \$807,752
- Water fund from \$779,925 to \$833,063

This amended 2017 budget satisfies the City's financial requirements and is in compliance with State Law.

**FINANCIAL CONSIDERATIONS:**

Each fund has sufficient revenues to cover the increased budget authority required.

**LEGAL CONSIDERATIONS:**

Compliance with Kansas State Law has been accomplished.

**RECOMMENDATION/ACTION:**

Adopt the amended 2017 budget as published.

2017

**Amended  
Certificate  
For Calendar Year 2017**

To the Clerk of Sedgwick, State of Kansas  
We, the undersigned, duly elected, qualified, and acting officers of  
Maize  
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

Table of Contents:		Page No.	2017 Amended Budget		
			Amount of 2016 Tax that was Levied	Adopted 2017 Expenditures	Proposed Amended 2017 Expenditures
<b>Fund</b>	<b><u>K.S.A.</u></b>				
General	12-101a	2	1,660,259	3,375,058	3,531,562
Wastewater		3		768,863	807,752
Water		4		779,925	833,063
Totals		xxxxxxx	1,660,259	4,923,846	5,172,377
Summary of Amendments		5			

Attested date: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

Assisted by:  
\_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Email:  
\_\_\_\_\_

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

Governing Body

Maize

2017

Adopted Budget

General	2017 Adopted Budget	2017 Proposed Budget
Unencumbered Cash Balance January 1	227,004	227,004
Receipts:		
Ad Valorem Tax	1,660,259	1,620,000
Delinquent Tax	20,000	35,000
Motor Vehicle Tax	218,084	220,000
Sales Tax	700,000	740,000
Transient Guest Tax	90,000	100,000
Liquor Tax	1,000	1,219
Franchise Tax	370,000	363,500
Municipal Court Revenue	64,750	131,415
Permits & Licenses	79,000	125,535
911 Camp Revenue	16,000	9,165
Planning & Zoning Revenue	1,200	2,900
Community Building Rental	5,000	6,000
Fireworks Permits	24,000	28,000
Miscellaneous	0	8,059
Transfer from Wastewater		41,000
Transfer from Water		38,000
Interest on Idle Funds	2,000	5,500
<b>Total Receipts</b>	<b>3,251,293</b>	<b>3,475,293</b>
<b>Resources Available:</b>	<b>3,478,297</b>	<b>3,702,297</b>
Expenditures:		
City Council	27,350	29,050
Administration	314,550	326,899
Police Department	628,500	720,435
Municipal Court	88,300	112,244
Community Facilities	66,750	66,798
Planning Commission	100,500	97,000
Audit	16,000	15,900
Employee Benefits	655,000	659,095
Utilities	30,000	25,000
Community Services	10,000	11,852
Building Inspections	20,000	35,000
Economic Development	10,000	6,433
Park & Tree Board	30,000	20,000
City Hall Lease Payment	103,326	115,160
Senior Services	500	500
Transient Guest Tax Rebate	90,000	100,000
Housing Grant	200,000	300,000
Commerical Grant	10,000	10,757
Public Works Building Lease Payment	118,282	118,281
911 Camp Expenses	9,000	11,033
Transfer to Street Fund	150,000	150,000
Transfer to CIP	460,000	460,000
Transfer to Equipment Reserve	140,000	140,000
WWTP Mills	60,000	0
Contingency	37,000	0
Miscellaneous		125
<b>Total Expenditures</b>	<b>3,375,058</b>	<b>3,531,562</b>
Unencumbered Cash Balance December 31	103,239	170,735



Maize

2017

Adopted Budget

Wastewater	2017 Adopted Budget	2017 Proposed Budget
Unencumbered Cash Balance January 1	721,114	721,114
Receipts:		
User Fees	730,000	750,000
Installation Fees	25,000	50,000
Plant Equity Fees	27,500	55,000
Miscellaneous		980
Interest on Idle Funds	1,500	7,500
<b>Total Receipts</b>	<b>784,000</b>	<b>863,480</b>
<b>Resources Available:</b>	<b>1,505,114</b>	<b>1,584,594</b>
Expenditures:		
Salaries	253,000	247,000
Operating Expenses	224,000	227,889
Transfer to Debt Service	255,863	255,863
Transfer to WW Reserve	36,000	36,000
Transfer to General Fund		41,000
<b>Total Expenditures</b>	<b>768,863</b>	<b>807,752</b>
Unencumbered Cash Balance December 31	736,251	776,842

Maize

2017

Adopted Budget

Water	2017 Adopted Budget	2017 Proposed Budget
Unencumbered Cash Balance January 1	533,120	533,120
Receipts:		
User Fees	649,925	710,000
Tower Rent	52,000	52,000
Water Tap Fees	25,000	48,000
Water Connection Fees	17,000	12,000
Plant Equity Fees	27,500	60,000
Water Tax	8,000	8,000
Miscellaneous		1,778
Interest on Idle Funds	500	2,000
<b>Total Receipts</b>	<b>779,925</b>	<b>893,778</b>
<b>Resources Available:</b>	<b>1,313,045</b>	<b>1,426,898</b>
Expenditures:		
Salaries	205,000	200,000
Operating Expenses	132,200	153,138
Transfer to Debt Service	406,725	406,725
Transfer to Water Reserve	36,000	36,000
Transfer to General Fund		38,000
<b>Total Expenditures</b>	<b>779,925</b>	<b>833,863</b>
Unencumbered Cash Balance December 31	533,120	593,035

**Notice of Budget Hearing for Amending the  
2017 Budget**

The governing body of

**Maize**

will meet on the day of 11/13/2017 at 7:00 PM at Maize City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Maize City Hall and will be available at this hearing.

**Summary of Amendments**

Fund	2017 Adopted Budget			2017 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
General	41.220	1,660,259	3,375,058	3,531,562
Wastewater			768,863	807,752
Water			779,925	833,863
			0	0
			0	0
			0	0

Jocelyn Reid  
Official Title: City Clerk

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, November 13, 2017**

**AGENDA ITEM #9D**

**ITEM:       Fireworks Permit Ordinance**

**BACKGROUND:**

On April 10, 2017 Council adopted Ordinance #932 amending Section 701 (d) of the City. This allowed for an additional fireworks stand on Maize Road, increasing the total number of stands allowed in the City to seven. The additional stand would join the three grandfathered locations on Maize Road (*Lions Club, Ark Church and the Methodist Church*). Staff conducted a lottery drawing and the Maize Booster Club was allowed to relocate their existing stand to 3400 N. Maize Road. The Maize Education Foundation (a new stand) located their stand at 6121 N 119<sup>th</sup> St W.

At the July 24, 2017 Council meeting representatives from the Maize Lions Club spoke to the Council expressing objections to the additional Maize Road fireworks stand. Council informed them the item was scheduled for reviewed in September 2017.

Financial information for 2015, 2016 & 2017 was requested each permit holder. Responses were received from the Maize Lions Club and the Ark Church. This information was provided to the Council members.

At the September 18, 2017 Council meeting the Maize Lions Club made a verbal presentation to the Council. Council consideration was deferred until the October council meeting to allow for additional information from other permit holders. City staff reached out to other permit holders requesting financial information they wish to offer. No additional information was provided by the other permit holders.

At the October 16, 2017 meeting, Council directed staff to amend Ordinance #932 to allow seven total permits but only allowing the three grandfathered permits on Maize Road.

**FINANCIAL CONSIDERATIONS:**

The City receives a \$4,000 permit fee for each of the 7 authorized not-for-profit groups.

**LEGAL CONSIDERATIONS:**

Seven fireworks stands will be allowed in the City.  
Only the three grandfathered stands will be allowed on Maize Road.  
City Attorney has approve the ordinance as to form

**RECOMMENDATION:**

Approve the ordinance to amend Section 7-201(d) of the City of Maize Code to allow seven fireworks stands in the City of Maize and only three stands on Maize Road.

[A summary of this ordinance was published in the *Clarion* on November 16, 2017]

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF MAIZE, KANSAS,  
AMENDING SECTION 7-201(d) OF THE CODE OF THE CITY OF  
MAIZE, KANSAS, RELATING TO PERMITS TO SELL  
FIREWORKS, AND REPEALING THE EXISTING SECTION 7-  
201(d) OF THE CODE OF THE CITY OF MAIZE, KANSAS.**

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

**Section 1. Section 7-201(d) Amended.** Section 7-201(d) of the Code of the  
City of Maize, Kansas, is amended to read as follows:

(d) PERMITS FOR SALE OF FIREWORKS REQUIRED; FEE;  
ISSUANCE.

(1) It is unlawful for a person to sell, display for sale, offer to sell or  
give away Consumer Fireworks within the City limits, without first securing a  
permit to do so from the City Clerk of the City. A permit shall authorize a  
holder of a permit to sell and display Consumer Fireworks from June 27 to  
July 5 of the year the permit is issued.

(2) Applications for a permit shall be submitted by a not-for-profit  
organization from the City. Only one permit per organization will be allowed.  
Applications for a permit shall be submitted on forms prepared by the City.

(3) The permit fee for a permit to sell and display Consumer  
Fireworks shall be Four Thousand Dollars (\$4,000.00) per premises and  
shall be paid to the City at the time an application is submitted. The permit  
fee is non-refundable regardless of whether an application is denied based  
upon failure to qualify for a permit or whether the permit is withdrawn or  
canceled after it has been issued.

(4) A permit will not be issued if the selling of Consumer Fireworks  
would not be in compliance with pertinent City Codes, State statutes and  
State regulations, and a permit shall not be issued for a location unless and  
until the location has been inspected and approved for compliance with  
Sedgwick County resolutions and regulations by a Sedgwick County  
inspector. The number of permits issued for any given year shall not exceed  
seven (7).

(5) Applications for permits to sell Consumer Fireworks shall not be  
submitted to the City before the first City business day of February of each  
year.

(6) Holders of permits in 2008 shall receive a preference for a permit  
each year. In the event a holder of a permit in 2008 chooses not to apply for  
a permit prior to the last City business day of March of the then current year,  
their permit will be sold to another applicant and they forfeit any future  
preferential claims.

(7) Applicants that did not hold a permit in 2008 shall make application for a permit by no later than the first City business day following March 14 of each year.

(8) A lottery to be conducted by the City Administrator of the City shall be held at 2:00 p.m. at City Hall on the first City business day following March 15 of each year if the non-2008 applications exceed the number of permits that are available to be issued.

(9) The permits issued each year to the 2008 permit holders shall be for a Maize Road location, and each permitted location shall maintain a minimum distance of 1320 feet from the other permit holders. Other permitted locations shall not be located on Maize Road and shall maintain a minimum distance of 1320 feet from any other permit holder.

(10) If a 2008 permit holder chooses not to apply for a Consumer Fireworks permit or chooses to not locate on Maize Road, then a permit for the vacated Maize Road location shall be granted to a new applicant following the procedures that apply to obtaining a Consumer Fireworks permit for a non-Maize Road location.

(11) A permit holder under this Section 7-201(d) shall procure and maintain a policy of general liability insurance covering the selling and displaying of Consumer Fireworks under the permit in an amount of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall be with an insurance company authorized to do business in the State of Kansas. Prior to the issuance of a permit, an applicant for a permit shall file with the City Clerk of the City a certificate of insurance evidencing the insurance coverage specified herein. The City shall be named as an additional insured under such insurance coverage and the certificate of insurance shall show the City as an additional insured. Certificates of insurance shall provide that the City shall be given thirty (30) days written notice of any cancellation or material change in the coverage of such insurance.

**Section 2. Repeal.** The existing Section 7-201(d) of the Code of the City of Maize, Kansas, is hereby repealed.

**Section 3. Effective Date.** This ordinance shall become effective upon publication of a summary of the ordinance in the official City newspaper.

ADOPTED by the Governing Body, and APPROVED by the Mayor on this \_\_\_ day of \_\_\_\_\_, 2017.

(SEAL)

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

ATTEST:

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

Approved as to legal form:

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

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, November 13th, 2017**

**AGENDA ITEM #10A**

ITEM: Animal Control Ordinance

**BACKGROUND:**

Revisions to the animal control ordinance were necessary to clear up conflicting verbiage, definitions and to allow for proper enforcement and prosecution. Some revision areas include:

**2-101** (bb) Pit Bull dog was more clearly defined

**2-101** (ee) Service Dog was defined

**2-310** Animal Bites. Language added to hold the pet owner accountable for a dog that bites.

**2-401** Dangerous Dog Designation – Added strict exception and special documentation to use Pit Bull as a service dog as required by Americans with Disabilities Act. Also defines length of time to remove illegal dog from the city.

**2-405** Unlawful Misrepresentation – Adds penalties for persons who provide false documents or information for service dogs.

**2-605** Restitution – Adds Orders restitution by owners for damages and expenses that arise from a related offense.

Substantial research and staff review was involved in the revision process.

**FINANCIAL CONSIDERATIONS:**

None

**LEGAL CONSIDERATIONS:**

Legal has reviewed and approved as to form.

**RECOMMENDED ACTION:**

Motion to approve the amended Animal Control Ordinance as presented.



## **CHAPTER II. ANIMAL CONTROL AND REGULATIONS**

- Article 1. Provisions
- Article 2. Licensing and Registration
- Article 3. Animal Control and Protection
- Article 4. Dangerous Dogs
- Article 5. Beekeeping
- Article 6. Enforcement - Penalties

### **ARTICLE 1. GENERAL PROVISIONS**

2-101. **DEFINITIONS.** For the purpose of this chapter, the following words and phrases shall mean:

- (a) **Abandon:** Includes the leaving of an animal by its owner or other person responsible for its care or custody without making effective provisions for its proper care.
- (b) **Animal:** Any live vertebrate creature, domestic or wild.
- (c) **Animal Control Officer:** Any person empowered by the city to enforce, or aid in the enforcement of this chapter.
- (d) **Animal Shelter:** Wichita Animal Shelter, which is hereby designated by the city as the facility for the boarding and disposition of any animal impounded under the provisions of this chapter, or any city ordinance or law of the state of Kansas.
- (e) **Attack:** any violent or aggressive physical contact with a person or domestic animal, or violent or aggressive behavior that confines the movement of a person, including, but not limited to, charging, cornering, chasing, or circling a person.
- (f) **Bite:** any actual or suspected abrasion, scratch, puncture, tear, bruise or piercing of the skin, caused by any animal, which is actually or suspected of being contaminated or inoculated with the saliva from the animal, directly or indirectly, regardless of the health of the animal causing such bite.
- (g) **Cat:** Any member of the species felis catus, regardless of sex.
- (h) **Common Areas of Condominiums, Townhouses and Apartment Buildings:** Includes, but is not limited to the yards, grounds, garden areas, play area, clubhouses, swimming pools, sidewalks, walkways, common garage areas, entryways, hallways, and driveways of condominiums, townhouses or apartment building complexes.
- (i) **Control of a Dog or any other animal:** To physically restrain by

means of an appropriate pen, or by a chain or leash held by a responsible person who possesses sufficient strength for physical control of the animal.

(j) Direct Control of a Dog: To physically restrain a dog by a substantial chain or leash by a responsible person who is 18 years of age or older and possesses sufficient strength for physical control of the animal.

(k) Dog: Any member of the species *canis familiaris*, regardless of sex. Such term shall not include hybrid breeds of dogs which have been bred to a wild animal.

(l) Guard Dog: Any dog placed within an enclosure for the protection of persons or the property by attacking or threatening to attack any person found within the enclosure patrolled by such dog.

(m) Harbor: The act of keeping or caring for an animal or providing premises to which the animal returns for food, shelter, or care.

(n) Harborer: See Owner, Keeper, Harborer.

(o) Humane Traps: Box-type, live type, which do not cause bodily harm to the animal intended to be captured or any animal or person coming in contact with such trap.

(p) Inhumane Treatment: Any treatment to any animal which deprives the animal of necessary sustenance, including food, water and protection from the weather; endangers the safety, health or well-being of an animal from heat, cold or lack of adequate ventilation; any treatment such as overloading, overworking, tormenting; beating, mutilating, teasing or other abnormal treatment; or causing or allowing the animal to fight with any other animal.

(q) Keeper: See Owner, Keeper, Harborer.

(r) Livestock: Includes, but not limited to, cattle, horses, swine goats, sheep or other animals, commonly regarded as farm animals. Animals kept as house pets, such as pygmy goats or pot belly pigs, shall not be declared livestock if the animal resides on the property in living conditions commonly associated with the manner of maintaining a pet animal.

(s) Microchip: A passive transponder which can be implanted in an animal and which is a component of a radio frequency identification (RFID) system.

(t) Mistreatment: Includes every act or omission which causes or unreasonably permits the continuation of unnecessary or unjustifiable pain

or suffering.

(u) Neglect: Includes the failure to provide food, water, protection from the elements, opportunity for exercise or for other normal, usual and proper care for an animal's health and wellbeing.

(v) Neighbor: Any person residing within 200 feet from the outermost property line of the property where a domestic animal is owned, kept or harbored.

(w) Nuisance Animal: Means any repeated acts of an animal that irritates, perturbs or damages rights and privileges common to the public or enjoyment of private property or indirectly injures or threatens the safety of a member of the general public. Such actions include, but are not limited to:

i. Damage to public or private property including, but not limited to: breaking, bruising, tearing up, digging up, crushing or injuring any lawn, garden, flower bed, plant, shrub or tree in any manner;

ii. Rips any trash bag or tips any solid waste collection container which spills or scatters trash, debris, refuse or waste.

iii. Repeatedly defecates upon any public place or upon premises not owned or controlled by the animal's owner, keeper or harbinger, provided that this definition shall not apply where such waste is immediately removed and properly disposed of by the owner of such animal.

iv. Allowing or permitting an animal to be maintained in an unsanitary condition so as to be offensive to sight or smell.

v. Causes a condition which endangers public health or safety.

(x) Owner, keeper or harbinger: any person who possesses, harbors, keeps, feeds, shelters, maintains, offers refuge or asylum to any animal, or who professes to keeping, owning or harboring of such animal. In addition, any person who signs a receipt as owner, keeper or harbinger for the return of an animal from any shelter or animal holding facility, shall be presumed to be the owner, keeper or harbinger of the animal. A parent or legal guardian shall be deemed to be an owner, keeper or harbinger of animals owned, kept or harbored upon their premises by minor children who are less than 18 years of age. Such term shall also include any person who exercises control over or is in possession of any such animal. The term "Owner" when used in this Chapter shall be construed to include "Keepers" and "Harborers."

(y) Person: any individual, firm, association, joint stock company, syndicate, partnership, corporation, other state franchised business entity such as a professional association, limited liability company, or limited liability partnership, or other organization of any kind.

(z) Pet Animal: Includes dogs, cats, rodents, birds, reptiles, pot belly pigs, pygmy goats and any other species of animal which is sold or retained as a household pet, but does not include skunks, and other species of the wild, exotic or carnivorous animals that may be further restricted in this chapter.

(aa) Picket: Means attaching a leash, rope, chain, lead, or other similar apparatus or device to the body of an animal and another object for the purpose of confining the animal or limiting the movement of the animal.

(bb) Pit Bull dog is defined to mean any and all of the following dogs:

- i. The Staffordshire Bull Terrier breed of dogs;
- ii. The American Staffordshire Terrier breed of dogs;
- iii. The American Pit Bull Terrier breed of dogs;
- iv. Dogs which have the appearance and physical characteristics of being predominately of the breeds of dogs known as Staffordshire Bull Terrier, American Pit Bull Terrier or American Staffordshire Terrier.
- v. A dog which possesses five out of the following eight characteristics to be a Pit Bull:
  1. Head is medium length, with a broad skull and very pronounced cheek muscles, a wide, deep muzzle, a well-defined, moderately deep stop, and strong under jaw. Viewed from the front, the head is shaped like a broad, blunt wedge.
  2. Eyes are round to almond shaped, are low in the skull and set far apart.
  3. Ears are set high. Un-cropped ears are short and usually held rose or half prick, though some hold them at full prick.
  4. Neck is heavier and muscular, attached to strong, muscular shoulders.
  5. Body is muscular, with a deep, broad chest, a wide front, deep brisket, well-sprung ribs, and slightly tucked loins.

6. Tail is medium length and set low, thick at the base, tapering to a point.
7. Hindquarters are well muscled, with hocks, set low on the legs.
8. Coat is a single coat, smooth, short and close to the skin. Pitt Bull puppies have the same characteristics, though in juvenile and adolescent form, muscles, along with breadth and depth of head and chest may be less developed. Specifically excepted from this definition is any dog with proof, by a written certification from a veterinarian licensed by the State of Kansas, that the dog does not contain in its lineage any American Pit Bull Terrier, American Staffordshire Terrier or Staffordshire Bull Terrier.

(cc) Rabbits, Poultry and Domestic Fowl: Includes; rabbits, pigeons, chickens, chicks, ducks, geese, turkeys, doves, squabs and all similar domestic fowl other than pet animals.

(dd) Running at Large: An animal off the premises of its owner, keeper or harbinger and not effectively controlled and restrained by means of a leash, cord, or chain not exceeding ten (10) feet in length. For the purposes of this definition, "the premises of its owner, keeper, or harbinger" shall not include common areas of the grounds of a condominium, townhouse or apartment, and unrestrained animals upon those areas shall be deemed to be running at large. The phrase "effectively controlled and restrained" does not exclude extendable leashes that are maintained at ten (10) feet of length or less. It shall be a question of fact whether an individual, due to age, ability, or attention was able to effectively control and restrain an animal by means of a leash, cord, or chain of any length.

(ee) **Service Dog: A dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability as defined by the Americans with Disabilities Act (ADA).**

(ff) Temperature and Ventilation Standard: The City hereby adopts the standards promulgated by the American Society for the Prevention of Cruelty to Animals (ASPCA) in association with temperature and ventilation standards. The ASPCA has determined that when the outside temperature is 85 degrees the inside of a vehicle will reach 102 degrees within ten (10) minutes, even with the windows cracked. In half an hour, the temperature inside a closed vehicle will soar to 120 degrees, which can be lethal to an animal in minutes. Because animals can't sweat, they can't control their body temperature in intense heat, leading to extensive organ damage, heatstroke or suffocation.

(gg) Vicious Propensity: A known tendency or disposition to approach any individual or domestic animal in an attitude of attack when there is no provocation. The tendency or disposition may be shown by previous documented acts of “attack” or “bite” as defined above.

(hh) Wild Animals: Includes all species of animals which exist in their natural unconfined state and the majority of such species are not domesticated.

DRAFT

## **ARTICLE 2: LICENSING AND REGISTRATION**

2-201. REGISTRATION; TAGS. The owner, keepers or harborers of any dog of the age of six months or over shall cause the same to be registered with the city. The registration shall be maintained in the city's electronic permit/registration system. Said registrations shall contain the name, address and telephone number of the animal's owner, keeper or harborer, the animal's breed, name, sex, whether spayed/neutered, color and description and such other information as may be deemed necessary. The City Clerk, authorized assistants, or authorized vendors, shall upon payment of the license fee, provide the owner or keeper of the dog a receipt and shall also issue a suitable metallic or plastic tag, bearing a number and stating the year for which the tag is issued. To whom the tag is issued shall thereafter cause such tag to be attached to a suitable collar or harness worn by the dog.

It shall be unlawful for the owner of any newly acquired dog or any dog brought into the city to fail to register such animal within 30 days from acquisition or bringing the dog into the city. It shall be unlawful for the owner of any previously registered dog to fail to maintain current registration of such dog. It shall be unlawful for any person to place on any dog a tag issued for any other dog or to make or use any false, forged or counterfeited tag or imitation thereof.

At the time of registration, the owner or harborer of any dog shall, present to the city a certificate from any accredited veterinarian showing that the dog has been vaccinated against rabies with an approved vaccine. This certificate shall also show if the animal is spayed or neutered. The owner shall also provide information regarding whether the dog is contained within a fenced yard or fenced run. The premises shall be available for inspection to insure a fenced yard or fenced run is available that can adequately confine the dog.

It shall be unlawful for any person to make a false statement in an application for a license shall render null and void the license issued.

2-202. ANNUAL LICENSE FEE. There shall be imposed an annual license fee upon owners of each dog the age of six months or over. The standard license fee is \$35 per dog. If the owner furnishes a certificate showing that the animal has been microchipped the license fee is \$25 per animal. If the owner furnishes a certificate showing that the animal has been spayed or neutered the license fee is \$20 per animal. If the owner testifies that the animal is confined in a fenced yard or fenced run the license fee per animal is \$15. If the owner provides proof that the animal is both spayed/neutered and is confined in a fenced yard or fenced run the license fee per animal is \$10.

A penalty of \$1 shall be assessed for each month beginning 30 days after the expiration of any previous annual registration for failure to renew.

2-203. INOCULATION AGAINST RABIES REQUIRED. No license tag required

by this chapter will be issued until the owner of the animal furnishes a certificate showing that the animal has been inoculated against rabies. The certificate shall be deemed current if it does not expire within the current license year. Recognition shall be given to a certificate which indicates at least a one-year inoculation period for cats and dogs and the period does not expire during the current license year. Although cats are not required to be registered/licensed within the city, they are required to be inoculated against rabies.

2-204. **ENUMERATION OF ANIMALS.** The city council may require an annual enumeration of all dogs and cats owned within the city. The enumeration shall account for the number and ownership of all dogs and cats owned in the city and the city shall do whatever follow up is necessary to ensure that all dogs over six months harbored in the city are vaccinated and licensed.

2-205. **FEES TO GENERAL FUND.** All fees, charges, and penalties paid to or collected by any under or pursuant to the provisions of this article shall be paid to the City Clerk and credited to the general operating fund.

### **ARTICLE 3. ANIMAL CONTROL AND PROTECTION**

2-301 **UNLAWFUL KEEPING OF ANIMALS.** It shall be unlawful for any person to keep, harbor, own or in any way possess within the corporate limits of the city:

- (a) on premises of less than one (1) acre of contiguous land area: any horse, donkey, mule or other equine; sheep; goat; swine; cow, ox or other bovine; or large ratite;
- (b) not more than one of the animals listed at Section 2-301(a) may be kept, harbored, owned or in any way possessed on premises that are between one acre of contiguous gross land area and less than two (2) acres of contiguous land area;
- (c) one (1) additional animal per acre, above the number allowed in Section 2-301(a)(1) of the animals listed at Section 2-301(a), may be kept, harbored, owned or possessed on premises that consist of contiguous land area that is two (2) acres or larger; i.e., two of the above-listed animals on two acres or more, three on three acres or more, four on four acres or more, etc.
- (d) Roosters (male chickens), guinea cocks, peacocks or other birds that by nature exhibit loud calls;
- (e) More than two (2) rabbits or more than three (3) fowl on any one (1) premises;
- (f) Any warm-blooded, carnivorous or omnivorous, wild or exotic animal (including but not limited to non-human primates such as apes, chimpanzees, gibbons, gorillas, orangutans, siamangs, and baboons, as



well as bears, bison, bobcats, cheetahs, crocodilians, constrictor snakes, coyotes, deer, white-tailed deer, elk, antelope, moose, elephants, game cocks or other fighting birds, hippopotami, hyenas, jaguars, leopards, lions, lynxes, monkeys, ostriches, pumas, cougars, mountain lions, panthers, raccoons rhinoceroses, skunks, tigers, foxes and wolves; but excluding ferrets and small rodents of varieties used for laboratory purposes).

- (g) Any mammal, amphibian, fish, reptile or fowl which is of a species which, due to size, vicious nature or other characteristics would constitute a danger to human life, physical well-being, or property, including but not limited to snakes which are venomous or otherwise present a risk of serious physical harm or death to human beings as a result of their nature or physical makeup including, but not limited to, boa constrictors, Madagascar ground boas, green and yellow anacondas, Cuban boas, Indian pythons, reticulated pythons, African rock pythons, Amethystine pythons, Boelens pythons and all members of the family pythonidae that exceed 6 feet in length.
- (h) Any dog or cat having a disposition or propensity to attack or bite any person or animal without provocation is hereby defined as a dangerous animal. For the purposes of this chapter, where the official records of animal control and/or the police department indicate a dog or cat has bitten any person or persons, it shall be prima facie evidence that the dog or cat is a dangerous animal.
- (i) Any animal having poisonous bites including rear-fang snakes.

2-302 **COLLAR OR HARNESS REQUIRED.** The owner, keeper or harbinger of any dog shall cause the same to wear a collar or harness while such animal is outside the dwelling of the owner, keeper or harbinger. The tag required in section 2-201 shall be securely affixed to the collar or harness of each dog registered. The tag shall be situated on the collar or harness in such a manner that it may at all times be easily visible to law enforcement officers or animal control officers of the city. When so requested, replacement tags shall be issued for \$1 each, upon presentation of the receipt. It shall be unlawful for any person to take off or remove the city registration tag from any dog belonging to another, or remove the strap or collar on which the same is fastened.

2-303 **PRESENTATION OF ANIMAL.** The owner, keeper or harbinger of any animal shall physically produce the animal for observation, identification or inspection when requested to do so by a city animal control officer or law enforcement officer investigating a violation of the animal control and/or welfare laws of the city, provided the officer has probable cause to believe a crime or violation of the animal control laws has been committed. Failure to do so is a violation of this article.

2-304 NUMBER OF DOGS AND CATS PERMITTED; PERMITS. The owning, keeping or harboring of up to a maximum of two dogs and up to a maximum of three cats upon any premises or property, or in any dwelling or living quarters of any type within the city is permitted. There shall be a rebuttable presumption that the owning, keeping or harboring of more than two dogs and or three cats upon any premises or property or in any dwelling or living quarters of any type within the city shall be considered a nuisance and is prohibited, provided

(a) Any person who desires to own, keep, or harbor more than two dogs and/or more than three cats may apply to the City Clerk or designated agent for an "Animal Maintenance Permit" that shall upon issuance permit the applicant to own, keep or harbor the animals specifically allowed in that permit.

(1) All applicants must rebut the presumption of a nuisance and adequately show that special circumstances exist that justify the keeping of the subject animals, and that the keeping of additional animals will not create a nuisance in the surrounding neighborhood, that humane care will be provided and that the premises where the animals are kept is suitable for the keeping of multiple animals and is in conformity with all city zoning requirements. The criteria to be evaluated include, without being limited to, the following:

(A) That the animals will be kept or maintained at all times in a safe and sanitary manner.

(B) That the quarters in which such animals are kept or confined will be adequately lighted and ventilated and are so constructed and maintained that they can be kept in a clean and sanitary condition.

(C) That the health and wellbeing of the animals will not in any way be endangered by the manner of keeping or confinement.

(D) That the keeping of such animals will not harm the surrounding neighborhood or disturb the peace and quiet of the surrounding neighborhood.

(E) That the keeping of such animals will not cause fouling of the air by offensive odors and thereby create or cause unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animals are kept or harbored.

(F) That the animals will not unreasonably annoy humans, endanger the life, health or safety of other animals or persons or substantially interfere with the rights of citizens to

the enjoyment of life or property.

(G) That the animals will not repeatedly run or be found at large, will not damage or deposit excretory matter upon the property of anyone other than their owner, and will not chase vehicles or molest or intimidate pedestrians or passersby.

(H) That the animals will not make disturbing noises, including but not limited to, continued and repeated or untimely howling, barking, whining or other utterances causing unreasonable annoyance, disturbance or discomfort to neighbors and others in close proximity to the premises where the animals are kept or harbored, or otherwise be offensive or dangerous to the public health, safety or welfare, by virtue of their behavior, number, type or manner of keeping.

(1) That the applicant, or any person who will share in the care, custody and control of the animals, is not currently in violation of, or has not previously violated any applicable city, state or federal laws, codes, rules or regulations, including, but not limited to, those pertaining to the care and control of animals and the maintenance of their property, which would reflect adversely on their ability to fully comply with the conditions of the subject permit.

(2) The City Clerk or designated agent shall establish an application process to be followed by all individuals seeking an animal maintenance permit. The permit shall be issued on an annual basis. The fee for such animal maintenance permit shall be \$50 the first year and \$10 for each renewal year. These fees are in addition to regular licensure fees for each animal. All fees shall be nonrefundable and nontransferable. The animal maintenance permit shall be issued for the individual animals listed in the application and shall not be transferable to other animals. Should an animal subject to the permit be replaced, a new application, permit, and \$50 permit fee shall be required. The fact an individual has previously been issued an animal maintenance permit may be considered but shall not be controlling in the decision to issue an animal maintenance permit for a different animal.

(3) The Police Chief or designated agent shall deny any

application where the applicant fails to show proof of the aforementioned requirements or an examination of the documentation submitted by the applicant, or an investigation, by an animal control officer or the police department, or both, reveals that in their opinion the applicant has failed to meet the requirements of this section. Any application for the combination of a maximum of six animals (with a maximum of four dogs; maximum of six cats), shall be required to show proof of meeting the required standards by clear and convincing evidence. The animal control officers or police department shall submit a written report of its investigation stating the factual basis for its recommendation to grant or deny any application. The animal control officers or Police Department shall consider the comments of neighbors, past violations by applicant, the size, condition and location of the area where the animals will be kept, the size of the animals to be kept, past complaints concerning the applicant, the burden of proof and the criteria set forth in this section, or any other factors relative to the issue of keeping additional animals.

- (b) Anything over four dogs is considered a kennel. Anything over six cats is considered a cattery. Kennels and/or catteries are not allowed in any residential area. The Police Chief or designated agent may issue a kennel permit to any person who keeps dogs or cats for breeding or selling on a commercial basis within the city. The applicant must be in conformity with the city zoning ordinances and state laws, not have been convicted of violating the cruelty or animal welfare laws of this or any other jurisdiction, and make a satisfactory showing that the area for housing the animals will provide a humane standard of care and will not constitute a nuisance to the surrounding neighborhood. The fee for such a blanket permit shall be as follows: 1- 2 litters per year - no license required; 3 or more litters per year, animal pounds and pet stores - \$100 per year, due on or before February 1st, provided all animals owned, kept or harbored pursuant to this paragraph, that are six months of age or older must be licensed in accordance with this article. In addition, no more than one kennel permit shall be issued per premises.
- (c) The permits described in this section may be revoked by the Police Chief or designated agent upon a showing that the animal's place of keeping constitutes a nuisance to the surrounding neighbors, that humane standards of care are not being met by the permittee, or that a violation of city zoning regulations has occurred, or that the permittee had provided false information in their application.

2-305 DOG CONTROL

- (a) Dog Control. All dogs must be confined to the residential property of the owner, keeper or harbinger of the dog; provided, dogs may be taken off the residential property of the owner, keeper or harbinger when:
- (1) on a leash, no longer than 10 feet in length and under the control of a responsible person. Whether a person is responsible shall be determined by giving due consideration to the size and temperament of the animal; provided, all dogs determined to be vicious and registered as vicious animals under the provisions of this article shall be muzzled when off the residential property of the owner, keeper or harbinger and shall be under the control of an adult;
  - (2) The dog is confined in a cage or within the enclosed interior of a motor vehicle;
  - (3) Under the control of the owner, keeper or harbinger and during the conduct of an AKC, UKC or other kennel club or organized dog club trial, show or exhibition, or during organized public animal exhibitions or competitions;
  - (4) Under the control of the owner, keeper or harbinger and during the conduct of training a dog for legal hunting activities, provided that if such training includes the discharge of a firearm, the conditions of the Uniform Public Offense Code and Kansas state law must be complied with; provided further, no training for hunting purposes will be conducted on any property without the permission of the landowner upon whose property the training is occurring; provided further that such training and/or hunting activities are prohibited from all public parks and recreational facilities.
- (b) For the purpose of this section, confined to the residential property of the owner, keeper or harbinger shall mean, but not be limited to mean, confined either inside the residential structure of the owner, keeper or harbinger, or if outside the residential structure of the owner, keeper or harbinger, the dog shall be physically restrained on a chain or leash or within a suitable fence or other proper method of physical restraint from which it cannot escape; provided:
- (1) If the dog is in the physical presence of its owner, keeper, or harbinger and on its owner's, keeper's or harbinger's property and under the demonstrated direct and immediate voice control of its owner, keeper or harbinger, it shall be considered confined to the residential property of its owner, keeper or harbinger. It shall not be considered confined to the residential property of the owner, keeper

or harborer, if the dog is off the property of the owner, keeper or harborer, whether it is under the demonstrated direct and immediate voice control of its owner, keeper or harborer or not.

- (2) Dogs may be confined to the premises of the residential property of their owner, keeper or harborer by an electronic fence or an electronic collar. An electronic fence or electronic collar is defined as a fence or a collar that controls the movement of a dog by emitting an electrical shock when the animal wearing the collar nears the boundary of the owner's, keeper's or harborer's property. The collar may be controlled manually by a person or automatically in a predetermined manner. Dogs confined to residential property of the owner, keeper, or harborer, by an electronic fence or an electronic collar, shall not be permitted to be nearer than 10 feet away from any public sidewalk or property line that is contiguous to neighboring property. In addition, dogs are prohibited from being confined by an electronic fence or an electronic collar in the front yards of an owner's, keeper's or harborer's property. No dog having been found a dangerous animal by the city shall be confined by an electronic fence or an electronic collar.

2-306 RUNNING AT LARGE.

- (a) It shall be unlawful for the owner, keeper or harborer of any animal other than a cat or cats to permit the same to run at large.
- (b) Any owner of any animal, other than cats, found running at large within the corporate limits of the city shall be deemed guilty of a misdemeanor. Knowledge or intention on the part of the owner shall not be elements of this offense. The animal control officer may seize, impound and cause to be destroyed any such animal, pursuant to the provisions of K.S.A. 47-1701, et seq., and amendments thereto. The animal control officer may cause any such impounded animal to be returned to its rightful owner upon the payment of a service charge, a boarding fee for days spent in confinement at the shelter prior to the return of the animal, and citations for the animal for running at large, and all other applicable citations for violation of this code.
- (c) Any animal injured or found to be ill on public property while running at large shall be removed by an animal control or police officer who shall, if necessary, place such animal or animals in the custody of a doctor of veterinary medicine duly licensed by the state of Kansas for treatment of injury or illness, and the owner of any such animal or animals shall be liable for veterinary, impound or related expenses.
- (d) The owner of an injured animal taken to a veterinarian by the animal control officer or a police officer is responsible for payment of charges for

veterinary services related thereto. The owner shall reimburse the city for all expenditures the city may pay for veterinary services rendered to or on behalf of the owner's animal under this section, and the costs and fees may be ordered as restitution associated with any citation issued under this section.

- (e) If any animal dies while running at large on public property, the owner shall be liable for disposal fees established by the animal shelter in addition to penalties for violation of this section as set out in Article 6.

## 2-307 AGGRESSIVE ANIMAL AT LARGE DEFINED; PENALTIES.

- (a) An "aggressive animal at large" includes any animal that without provocation, exhibits aggression toward, attacks, or bites either 1) a person or 2) another domestic animal, while such aggressive dog is running at large as that language is set forth in 2-306. Aggression or combativeness implies an actual threatening act as judged by a reasonable person, and may include physical harm or emotional harm, when a human being is in reasonable apprehension of immediate bodily harm to themselves, or their minor child. It is not necessary that a human victim be attacked, bitten, or scratched by the aggressive animal at large. A victim animal's harm must be physical.
- (b) Any person found guilty of owning an animal that commits an act as described in subsection (a) above shall be fined a minimum of \$100 and a maximum of \$500 for the first offense within a twelve (12) month period; a minimum of \$250 and a maximum of \$1,000 for a second or subsequent offense within a twelve (12) month period, or by imprisonment, for not more than 10 days, or by both such fine and imprisonment. The Municipal Court Judge shall have no discretion to suspend payment of the minimum fine associated with this offense, but may suspend the term of imprisonment. The fine shall be in addition to any applicable court costs or impoundment fees.
- (c) Following a conviction for a violation of this section involving a physical injury to either a domestic animal or a human being caused by a dog, the Chief of Police must follow the provisions of Article 2-401 et seq. of this Code regarding determination of the animal's status as "dangerous." Prior to any other type of animal found to have committed an act as described under section (a) being released to the owner, keeper, or harbinger, the municipal court judge may determine to hold the animal pending a review by the Chief of Police on the status of the animal as "dangerous" under the standards set forth in Article 2-401 et seq as applicable.
- (d) Victims of an aggressive animal at large may submit veterinarian bills, medical bills, or any other bills detailing damages associated with the animal attack for possible court ordered restitution in the Maize Municipal

Court as determined by the court. Restitution shall not be ordered for emotional harms.

- (e) Any other type of animal, owned or harbored within this City, may be impounded by the City if determined by the Chief of Police or his/her designee to be a Nuisance Animal as defined by Article 2-101(w) et seq. Any such impounded animal shall be turned over to an animal shelter or veterinarian for appropriate disposal if within seventy-two (72) hours of such animal's impoundment 1) the animal is not claimed by the owner/harbinger, 2) all fees paid in association with the impoundment, and 3) such nuisance situation corrected.

2-308 HABITUAL VIOLATOR; AGGRESSIVE ANIMAL AT-LARGE.

It shall be a separate offense for any person to receive two (2) or more citations for violation of Section 2-307 within a thirty-six-month consecutive period. Such person shall be cited as a habitual violator. Violation of this section may be found when a single individual has been adjudicated guilty of a violation of section 2-307(a) regardless of the number of animals involved in such violations. Any person found guilty of a violation of this Section shall be fined a minimum of \$500 and a maximum of \$1,000 for each habitual violator citation. The Municipal Court Judge shall have no discretion to suspend the minimum fine or any portion thereof. A person cited for violation of this Section shall be required to appear in Municipal Court. In addition thereto, the Municipal Court Judge shall have the authority to sentence the individual up to six (6) months in jail. It shall be a defense to an alleged violation of this Section for the defendant to have been adjudged not guilty of a charge of 2-307, or that the charge was dismissed without a finding of, or admission of, guilt.

2-309 BARKING DOGS.

- (a) It shall be unlawful for the owner, keeper or harbinger of any dog to permit such dog, by loud and persistent or habitual barking, howling or yelping, to disturb any person or neighborhood, and the same is hereby declared to be a public nuisance.
- (b) Either the animal control officer or a law enforcement officer may issue a citation for violation of subsection (a) above upon receiving two complaints within two weeks for excessive barking by the same dog from at least two separate and independent complainants, or upon receiving one complaint and personally observing such excessive barking.
- (c) Complainants shall sign a written complaint noting the date and time of the barking, the length of the barking episode(s), the animal believed/known to be barking, and any additional relevant information concerning the excessive barking.
- (d) Animals who are found to bark excessively following teasing or



harassment by neighbors shall not be found to have violated this section.

2-310 **ANIMAL BITES.**

- (a) No person who owns, possesses, harbors or exercises control over any animal shall do the following:
  - (1) Permit or allow the animal to attack or bite any person or domestic animal not on the premises of such owner, keeper or harborer;
  - (2) Permit or allow the animal to attack or bite any person or domestic animal upon the premises of the residence of such owner, keeper or harborer upon the premises of any business establishment not then open to the public. It is an affirmative defense to this paragraph if such premises are previously posted at each entrance with a prominent and conspicuous sign warning all persons of the animal, and the animal is confined in a proper enclosure. It is also an affirmative defense to this paragraph that the attack or bite by the animal was necessary to prevent or apprehend a person engaged in committing an act of violence, robbery, theft or other crime upon the property;
  - (3) Permit or allow the animal to attack or bite any person or animal upon the premises of any business establishment that is open to the public. It is an affirmative defense to this paragraph that the attack or bite by the animal was necessary to prevent or apprehend a person engaged in committing an act of violence, robbery, theft or other crime upon the property.
- (b) For the purposes of this section, the word “permit” shall mean allow or let happen. Knowledge or intention on the part of the person who owns, possesses, harbors or exercises control over the animal shall not be elements of this offense.
- (c) The provisions of this section shall not apply to any law enforcement officer who uses an animal while engaged in law enforcement activities, nor to any owner, keeper or harborer of any animal which attacks or bites a person engaged in physically attacking or striking such owner, possessor, keeper or harborer.

2-311 **CRUELTY TO ANIMALS.** Cruelty to animals is:

- (a) Intentionally killing, injuring, maiming, torturing, mutilating, beating, or overworking any animal, this includes, but is not limited to, administering any poisonous substance with the intent that the same shall be taken or swallowed by any animal;
- (b) Acting or failing to act when the act or failure to act causes or permits pain

or suffering to such animal;

- (c) Abandoning or leaving any animal in any place or releasing or dumping an animal from a vehicle without making provisions for its proper care, in addition, abandon means for the owner or keeper to leave an animal without demonstrated or apparent intent to recover or resume custody; to leave an animal for more than 12 hours without providing adequate food and shelter for the duration of the absence, or to turn out or release an animal for the purpose of causing it to be impounded;
- (d) Failing to provide adequate care, adequate food, adequate health care, adequate shelter, or adequate water; or
- (e) Failing to provide veterinary care when needed to treat injury or illness unless the animal is promptly destroyed in a humane manner.
- (f) The provisions of this section shall not apply to:
  - (1) Normal or accepted veterinary practices;
  - (2) Bona fide experiments carried on by recognized research facilities;
  - (3) Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of chapter 32 or chapter 47 of the Kansas Statutes Annotated or as permitted under section 2-314 or section 2-309 herein;
  - (4) Rodeo practices accepted by the Rodeo Cowboys' Association;
  - (5) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of a city or the owner thereof within a city if no animal shelter, pound or licensed veterinarian is within the city, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of any incorporated humane society, the operator of an animal shelter or pound, public health officer or licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound;
  - (6) With respect to farm animals, normal or accepted practices of animal husbandry;
  - (7) The killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing an immediate threat to any person, farm or domestic animal or property; or

- (8) An animal control officer or law enforcement officer trained in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods.

2-312 SEIZURE AND DISPOSITION OF ANIMALS.

- (a) Any public health officer, animal control officer, law enforcement officer or licensed veterinarian, or any officer or agent of any duly incorporated humane society, animal shelter or other appropriate facility, may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals, as defined herein and when failure to do so would result in further injury or pain and suffering to the animal. Such officer, agent or veterinarian may inspect, care for or treat such animal or place such animal in the care of a duly incorporated humane society or licensed veterinarian for treatment, boarding or other care or, if it appears, as determined by an officer of such humane society or by such veterinarian, that the animal is diseased or disabled beyond recovery for any useful purpose, for humane killing.
- (b) If a person is adjudicated guilty of the crime of cruelty to animals, as defined in section 2-311(a) herein and the court having jurisdiction is satisfied that an animal owned or possessed by such person would be in the future subjected to such crime, such animal shall not be returned to or remain with such person.

2-313 ABUSE AND NEGLECT OF ANIMALS.

- (a) No owner, keeper or harbinger of an animal shall fail to provide the animal with adequate care, adequate food, adequate water, adequate health care, and adequate shelter. Such shelter should be clean, dry, and compatible with the condition, age and species. An animal must also have the opportunity for adequate daily exercise. This requires that an owner must offer some freedom from continuous chaining, stabling or tethering. All restraints placed on an animal must be such that it prevents the animal from being tangled or injured by the restraint. The area where animals are kept must also be kept free from unsanitary conditions and vermin-harboring debris.
- (b) No person shall offer to give or give a live animal as a prize or as a business inducement or any other form of gratuity.

2-314 INJURY TO A DOMESTIC ANIMAL. Injury to a domestic animal is willfully and maliciously:

- (a) Administering any poison to any domestic animal;

- (b) Exposing any poisonous substance with the intent that the same shall be taken or swallowed by any domestic animal; or
- (c) Killing, maiming, or wounding any domestic animal.
- (d) This section shall not apply to any person exposing poison upon their premises for the purpose of destroying coyotes, or other predatory animals in accordance with state law, nor shall it apply to any licensed veterinarian who administers any such substance in the practice of veterinary medicine in accordance with the standards of the veterinarian profession.

2-315 RESCUE OF ANIMALS FROM VEHICLES. Whenever any animal is found confined in a motor vehicle in a public place under weather conditions that endanger its life as determined by an animal control or law enforcement officer, such is a violation of this section and any animal control officer is hereby authorized, with assistance from the police, to enter such vehicle and rescue such animal and thereafter impound it. A prominent written notice shall be left on or in the vehicle advising that the animal has been removed under the authority of this section and impounded, if such owner, harborer, or keeper cannot be determined.

2-316 COMMERCIAL ANIMAL ESTABLISHMENTS. Standards. Any person operating a commercial animal establishment shall keep and maintain the animals, and all structures, pens, or yards, tanks, ponds, or other holding areas in which the animals are kept, in such a manner as to prevent a nuisance or health hazard to humans and to avoid injury and illness to these animals. All holding areas must be properly sanitized so as to keep the animals enclosed therein free of diseases. All such animals shall be provided with a constant supply of wholesome food and water or in lieu of this, the proprietor shall prominently and publicly post and shall follow a schedule for adequate feeding and watering. A schedule shall also be posted for cleaning and maintaining cages and other holding areas at the facility. Any animal that is infected or diseased with an infectious agent shall be immediately isolated in such a manner as to prevent spread of disease to any other healthy animals, and it shall be treated immediately to prevent further condition deterioration or euthanized, and if the owner or keeper fails or refuses to provide for such, the supervisor of animal control may remove each/such animal to the animal shelter for disposition. All commercial animal establishments must permit inspection of their records, premises and the animals harbored therein by animal control officers, law enforcement officers, city and state inspection officials.

2-317 UNLAWFUL TRAPPING. Unlawful trapping is the utilization, except for display or exhibition purposes, of any trap, net, snare, or other trapping device which does not painlessly capture or immediately kill its victim; or the utilization of any trap of the type commonly known as steel jaw, leghold traps.

- 2-318 UNLAWFUL TRADING IN ANIMALS. The giving away of any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter any contest, game, or other competition; or as an inducement to enter a place of amusement or business; or offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade is unlawful.
- 2-319 DESTRUCTION OF CERTAIN ANIMALS. Law enforcement officers or animal control officers of the city or anyone having the authority of an animal control officer, as designated by the City Administrator or Chief of Police, may kill any dog, cat, domestic animal or warm-blooded animal without notice to the owner thereof whether it bears the tag herein provided for or not, if such dog, cat, domestic animal or warm-blooded animal is deemed by the officer to be a vicious animal, or injured severely with no apparent chance of survival, or in such pain as to warrant humane destruction. The remains of any such animal so destroyed may be preserved by such officers to permit a test to be conducted for rabies.
- 2-320 DISEASE CONTROL; QUARANTINE. When rabies or other communicable diseases are known to exist in the community, or when it is known to exist in neighboring communities, the Mayor may declare a quarantine of all dogs, cats, other domestic animals, and any other warm-blooded animals. It shall be the duty of the owner of the dog, cat, other domestic animal, and any other warm-blooded animal to keep such dog, cat, other domestic animal, and any other warm-blooded animal confined to the premises of such owner or keeper and under control.
- 2-321 ENFORCEMENT OF QUARANTINE. It shall be the duty of all animal control officers, or anyone having the authority of an animal control officer, law enforcement officers, or those having the authority of law enforcement officers to enforce such quarantine. The City Administrator and the Chief of Police shall have the right to deputize other persons as needed. Such deputized persons need not seize such animals but shall aid in determining the owner to the end that warrants of arrest can be issued against the violating owners.
- 2-322 DEAD ANIMALS; DUTY TO REPORT. It shall be unlawful for any person to put any dead animal in any street, avenue, alley, or other public place in the city and it shall be the duty of the owner, keeper, and all persons having knowledge of any dead animal on public property in the city to immediately report the same to the Police Department, giving the kind of animal and the place where the same may be found. It shall be the duty of the Police Department, immediately upon receipt of such report, to remove or provide for the removal of such dead animal.
- 2-323 REMOVAL OF DEAD ANIMAL. It is the responsibility of the owner, keeper or harbinger of the premises to remove all deceased animals within 12 hours after the death of such animal. If not so removed, the Police Department shall cause the animal to be removed at actual cost to the owner, keeper or harbinger.

## ARTICLE 4. DANGEROUS DOGS

### 2-401 DANGEROUS DOG DESIGNATION; DISPOSITION; APPEAL.

(a) The Animal Control Officer, Chief of Police, or their designee, may declare a dog to be dangerous based on:

- (1) The nature of any attack committed or wound inflicted by the animal;
- (2) The past history and seriousness of any attacks or wounds inflicted by the animal;
- (3) The potential propensity of the animal to inflict wounds or engage in aggressive or menacing behavior in the future;
- (4) The conditions under which the animal is kept and maintained which could contribute to, encourage, or facilitate aggressive behavior, such as, but not limited to, allowing the animal to run at large, tethering in excess of legal limits as defined in this chapter, physical property conditions, presence of young children, the elderly, or infirm within or residing near the home, any past violations of this chapter, and/or failing to provide proper care, food, shelter, or water.

(5) It is unlawful to own, keep or harbor a dog identified as a Pit Bull, as defined by this chapter. Except that a Pit Bull may be allowed within the city, after approval by the Chief of Police if:

- i. The dog is certified as a service dog that is individually trained to do work or perform tasks for people with disabilities recognized by the Americans with Disabilities Act and verifiable certification/documentation declaring the dog as a service animal is provided in writing at the time the dog is registered with the city.;

It is unlawful for any person to own, keep or harbor more than one Pit Bull. Such Pit Bull shall be spayed or neutered. It is unlawful for the owner, keeper or harbinger of an exempt Pit Bull to permit the dog to be outside an approved secure enclosure unless the dog is restrained by a substantial chain or leash and under physical restraint by the registered owner who possesses sufficient strength for physical control of the animal. The dog shall be securely muzzled and restrained with a chain or leash not to exceed four feet in length. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal. Such dogs must be micro-chipped traceable

to the dog and the current owner, inserted into the dog and copies of documentation of said procedure provided at the time the dog is registered with the city and is available for review by the Animal Control Officer, Chief of Police, or their designee.

Exemptions for Pit Bull dogs shall be reviewed and approved by the Chief of Police or designee on an annual basis at the time of registration renewal under the guidelines of this section.

For the purposes of this section, verifiable certification / documentation of a service dog shall mean an identification card or letter with:

- The training facility, school or trainer that trained the dog;
- The legal name of the dog's user;
- The name, address and telephone number of the facility, school or trainer who trained the dog;
- What task(s) the dog has been trained to perform; and
- A picture or digital photographic likeness of the dog user and the dog. If a card is used, the picture or digital photographic likeness shall be on the card. If a letter is used, the picture or digital photographic likeness shall either be printed as a part of the letter or be affixed to the letter.

The Chief of Police may require any other documentation or proof deemed necessary to verify the legitimate use of a Pit Bull as a service dog before allowing the dog to be registered, kept, maintained or harbored in the city.

- (b) If the Animal Control Officer, Chief of Police, or their designee determines that the animal is dangerous or not in compliance with this article, he or she will determine an appropriate disposition based on the known facts and consistent with the provisions of this Chapter. The Animal Control Officer, Chief of Police, or their designee may impound the dog and shall notify the owner/harbinger of such determination 1) by personal service at the person's usual place of abode by leaving a copy of the notice with some person of suitable age and discretion residing therein, or 2) by certified mail addressed to the owner's last known address, or addressed to the location where the dog is maintained/harbored. Service by certified mail, shall request return receipt, with instructions to the delivering postal employee to show to whom delivered, the date of delivery, and address

where delivered. Service of process by certified mail shall be considered obtained upon the delivery of the certified mail envelope. If the certified mail envelope is returned with an endorsement showing refusal of delivery, or failure to serve the letter for any reason, the Animal Control Officer, Chief of Police, or their designee shall send a copy of the notice to the defendant by ordinary, first class mail. This first-class mailing shall be evidenced by a certificate of mailing. Service shall be considered obtained upon the mailing of this additional notice by first class mail. The owner of a dog declared dangerous **or in violation of this section** may request an administrative review of the determination by filing a written request with the Animal Control Officer, Chief of Police, or their designee within ten days of receipt of such notification; or

(c) **If the animal is a Pit Bull dog, the owner, keeper or harbinger shall be given five days from receipt of notice to safely remove the dog from the city. After five days from receipt of notice and the failure or refusal of the owner, keeper or harbinger to remove the animal, any animal control officer or law enforcement officer shall forthwith cause the animal to be seized and impounded.**

(d) The Chief of Police or designee will conduct a hearing within ten days of receipt of the owner's request for an administrative review of the decision to declare such dog a dangerous dog **or in violation of 2-401(5)**. At such hearing, testimony may be offered by the owner, keeper or harbinger of the dog, Animal Control Officer or law enforcement officer, victims of any bite or attack, neighbors or other affected persons, and veterinarians concerning the vicious propensity of the dog **and or evidence showing verifiable use of a Pit Bull as either a service animal as described in 2-401(5) (i) through (ii) may be provided**. In making a determination, the Chief of Police or designee shall consider the factors listed in subsections (1) through (5) above. It shall be an affirmative defense that at the time of a bite, attack, or threatening behavior:

(1) The dog was actively being used by a Law Enforcement Official for legitimate law enforcement purposes; or

(2) The threat, injury, or damage was sustained by a person:

i. Who was committing, at the time, a criminal trespass or other wrongful act upon the premises lawfully occupied by the owner, keeper or harbinger of the dog; or

ii. Who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused or assaulted the dog; or

iii. Who was committing or attempting to commit a crime; or



(3) The dog was responding to pain or injury.

(e) If the Chief of Police or designee determines that the dog is dangerous **or in violation 2-401(5)**, he or she shall determine an appropriate disposition based on the facts determined at the hearing and the provisions of this chapter, and will notify the owner in writing of the outcome of the hearing within five business days. The owner may appeal the hearing outcome as provided for in subsection (d) below. During the appeal process, the owner, keeper or harbinger of such animal shall be responsible for the cost of keeping such animal in the animal shelter. The owner, keeper or harbinger of such animal must file a renewable, non-refundable, cash or performance bond with the animal shelter where the animal is being held, within the ten-day appeal period, in an amount equal to the cost of care and treatment of the animal for all days in which the animal has been held and for 30 subsequent days. Said cash or performance bond shall be renewable for an additional 30 days and each successive 30 days the animal is held by Animal Control during the pendency of the appeal. Payment of said renewal shall be within five days of the running of the previous 30-day period. If said cash or performance bond, or its renewal, is not tendered to the City within the time specified above, then the City, through its animal control agency, shall have immediate ownership of such animal and the Animal Control Officer, Chief of Police, or their designee shall determine the disposition of such animal. Absent such appeal, the Animal Control Officer, Chief of Police, or their designee may pick up and cause the animal to be destroyed, or in lieu of such destruction he or she may permit the confinement of the animal in a manner and location that he or she deems humane and appropriate, including turning the animal over to another animal control agency.

(f) **APPEALS FROM ORDER.** Any person affected or aggrieved by an order issued by the Chief of Police under the authority of this Article may, within five (5) days following service of the order, file a notice of appeal with the City Clerk, requesting an administrative review by the governing body. Such administrative review shall occur at the next regularly scheduled meeting of the Governing Body. The Governing Body, including the Mayor, shall determine, by a majority vote of the members present, whether to uphold the decision of the Chief of Police, or may reverse or affirm partially, or may modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision or determination as, in their determination, should be made and that decision shall have all powers of the order from which the appeal is taken. Such decision shall be the final administrative decision, and is subject to applicable appeal through the Sedgwick County District Court.

## 2-402 DANGEROUS DOG - FAILURE TO CONFINE - DESTRUCTION AND DEFENSES.

- (a) It is unlawful for an owner, keeper or harbinger of a dog designated to be a “dangerous dog” to permit the dog to be outside an approved or secure enclosure unless the dog is restrained by a substantial chain or leash and under physical restraint by a responsible person who is 18 years of age or older and possesses sufficient strength for physical control of the animal for the purpose of transportation to and from a veterinarian for medical treatment. In such event, the dangerous dog shall be securely muzzled and restrained with a chain or leash not exceeding four feet in length, and shall be under the direct control and supervision of the owner, keeper or harbinger of the dangerous dog. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.
- (b) Secure or approved enclosures required under this section must be approved by the Animal Control Officer, Chief of Police, or their designee and be adequately lighted and kept in a clean and sanitary condition.
- (c) The owner, keeper or harbinger shall allow the access to the property where the dangerous animal is being harbored to facilitate inspections and insure compliance for the duration of the life of the animal. Failure to allow access shall be prima facie evidence of a violation of this section.
- (d) The owner, keeper or harbinger of any dog that has been determined to be dangerous shall be required to have the animal surgically sterilized by a licensed veterinarian within thirty days of the dangerous animal determination, at his or her own expense. The owner, keeper or harbinger shall provide documentation of the sterilization upon completion. If the dog's owner had a valid dog license, such owner shall not receive a refund of the licensing fees paid for the altering or micro chipping of the dog. Upon the renewal of the license, the amount will be changed to reflect the altering and micro chipping of the dog.
- (e) Any owner, keeper or harbinger failing to provide documentation of the sterilization procedure as required by this section shall be deemed guilty of a misdemeanor, and shall be required to immediately surrender such animal to the Chief of Police or designee.
- (f) The owner, keeper or harbinger of any dog that has been determined to be dangerous shall be required to have a microchip, traceable to the dangerous dog and the current owner, inserted into the dog and copies of documentation of said procedure available for review by the Animal Control Officer, Chief of Police, or their designee. If the dog's owner had a valid dog license, such owner shall not receive a refund of the licensing fees paid for the altering or micro chipping of the dog. Upon the renewal of the license, the amount will be changed to reflect the altering and micro chipping of the dog.

Any owner, keeper or harbinger of a dangerous dog who fails to comply with this provision shall be deemed guilty of a misdemeanor.

(g) It is unlawful for anyone having prior felony convictions defined in Articles 34, 35, 36, and 43 of Chapter 21, and Article 41 of Chapter 65 of the Kansas Statutes Annotated to possess, harbor, own or reside on any premises with a dangerous dog.

(h) It shall be unlawful for any person to:

(1) Harbor, keep or maintain a dangerous dog on property not owned by such person without the written consent of the land owner; or

(2) Sell, barter or give away to another person a dog which has been deemed dangerous; or

(3) Own, keep or harbor more than one dog which has been declared dangerous by this Article.

(i) Should a previously determined dangerous dog be found running at large in violation of this Article, attack or inflict injury upon any person, the Judge of the Municipal Court shall, in addition to any other penalty provided in this Chapter, order the dog destroyed. Provided, however, the Judge of the Municipal Court may, at his or her discretion, consider whether the attack or injury was sustained by a person who, at the time, was committing a criminal trespass or other wrongful act upon the premises of the owner of the dog, or was tormenting, abusing, or assaulting the dog, or has, in the past, been observed or reported to have tormented, aroused, or assaulted the dog or was committing or attempting to commit a crime.

2-403 SIGNS REQUIRED. Upon determination by the Animal Control Officer, Chief of Police, or their designee, the owner of a dangerous dog shall display in a prominent place at the entrance to his or her premises a clearly visible warning sign indicating there is a dangerous dog on the premises. A similar sign is required to be posted on the secure enclosure in which the animal is harbored.

2-404 REGISTRATION AND INSURANCE.

(a) The owner, keeper or harbinger of a dangerous dog shall annually register the dangerous dog with the City of Maize on such forms as designated by the Chief of Police or designee, and shall have a microchip, traceable to the current owner of the dog, inserted into the dog. The owner, keeper or harbinger shall complete an application and shall pay an addition \$100 annual registration fee to the City of Maize in addition to normal annual registration fees and shall pay all costs associated with the microchip procedure. If the dog's owner had a valid dog license, such owner shall not receive a refund of the licensing fees paid for the altering or micro

chipping of the dog. Upon the renewal of the license, the amount will be changed to reflect the altering and micro chipping of the dog.

The owner, keeper or harbinger of a dangerous dog shall notify the City of Maize in writing a minimum of seven days prior to any change in the address of the owner, keeper or person harboring the dog or the location of the dangerous dog.

- (b) The owner, keeper or harbinger of a dangerous dog or Pit Bull designated as a service animal required to be registered under this section shall be required to maintain liability insurance in the amount of \$100,000 per occurrence for such dog against the potential injury or damage liabilities and hazards associated with the ownership or possession of such dog. The owner or person harboring a dangerous dog or Pit Bull shall file with the City of Maize a certificate of insurance reflecting the required minimum insurance.

#### 2-405 UNLAWFUL MISREPRESENTATION

(a) It is a class A nonperson misdemeanor for any person to:

- (1) Represent that such person has the right to be accompanied by a service dog, unless such person has the right to be accompanied by such dog pursuant to this act; or
- (2) Represent that such person has a disability for the purpose of acquiring a service assistance dog unless such person has such disability.
- (3) Misrepresent or provide false training or certification documents that such dog is trained as a service dog.

### ARTICLE 5. BEEKEEPING

2-501 LEGISLATIVE FINDINGS. The governing body finds that there is a need to regulate and set minimum standards for the keeping of bees within the corporate limits of the city to protect the public health, safety, and welfare of the residents of the city.

2-502 KEEPING OF BEES. It shall be unlawful for any person to place, establish, or maintain any hive, stand, box, or apiary or keep any bees in or upon any premises within the city unless the bees are kept in accordance with the provisions of this chapter.

2-503 KEEPING OF A HIVE, STAND, BOX, OR APIARY. No hive, stand, or apiary shall be placed or kept:

- (a) Closer than 25 feet to the property line of adjoining residential property if a

house or other building used for residential purposes is located on such property;

- (b) Closer than 75 feet to any house or other building used for residential purposes other than the residence of the keeper of such bees without first obtaining written permission of such land, which permission may be revoked at any time;
- (c) Closer than 100 feet to the exterior line of the traveled portion of a public street;
- (d) Upon land not owned or possessed by the keeper of such bees without first obtaining written permission to do so from the owner or person lawfully in possession of such land, which permission may be revoked at any time.

2-504 MULTIPLE NUMBER OF BEEHIVES. No more than three beehives shall be placed or kept in a location which is between 75 feet and 600 feet from a house or other building used for residential purposes other than the residence of the keeper of such bees.

2-505 SUBSEQUENT DEVELOPMENT OF ADJACENT PROPERTIES. Provided that should adjacent property be later developed, or residential structures located closer than the distances herein prescribed, the keeper shall move such hives, stands, boxes, or apiaries to comply with these regulations.

2-506 OWNER'S HIVES ON OTHER PROPERTIES. Every person owning a hive, stand, box, or apiary located on premises other than where he or she resides shall identify such hive, stand, box or apiary by a sign or other prominent marking stating in letters at least one inch high on a contrasting background the name, address, and phone number of the owner of such equipment.

2-507 EXEMPTIONS. Nothing in these regulations shall be deemed or construed to prohibit the keeping of bees within a school or university building for the purpose of study or observation, or within a physician's office or laboratory for the purpose of medical research, treatment, or other scientific purposes.

2-508 VIOLATIONS AND PENALTY. The violation of any provision of this section is a public offense and any person convicted thereof shall be punished as provided in the Uniform Public Offense Code as an unclassified misdemeanor and prosecuted through the municipal court. Each day that any violation of these sections shall continue shall constitute a separate offense.

## **ARTICLE 6. ENFORCEMENT— PENALTIES**

2-601 ENFORCEMENT OF ORDINANCE. It is made the duty of the animal control officer, or anyone having the authority of animal control officer, including but not limited to law enforcement officers, to enforce the terms and provisions of

this article, and the City Administrator or the Police Chief may appoint by and with the consent of the governing body some suitable person to be known as an animal control officer, whose duties it shall be to assist in the enforcement of this article and to work under the immediate supervision and direction of the police department. Anyone having the authority of an animal control officer is given the authority to seize any animal found outside the city limits when he or she has reasonable grounds to believe the animal committed any act within the city which is prohibited by the provisions of this article or which subjects the animal to seizure if found within the city. Any private person may, upon signed complaint, bring charges against any owner of a dog, cat, or other warm-blooded animal for the violation of any of the provisions of this article.

2-602 LAW ENFORCEMENT CANINES. The provisions of this article shall not apply to law enforcement canines owned, kept and maintained by any commissioned police officer, and certified as trained for law enforcement purposes nor shall the provisions of this article apply to law enforcement canines brought into the city at the request of the Police Department for assistance in law enforcement purposes, provided that all law enforcement canines shall be inoculated against rabies as required by section 2-201.

2-603 GENERAL PENALTIES FOR VIOLATIONS.

(a) A person violating any provision of this article is guilty of a misdemeanor and shall be punished by a fine of not more than \$500 plus any applicable court costs or by imprisonment of not more than six months or both such fine and imprisonment, provided the minimum fine for the following:

Violation	Fine
Violation for Running at Large 1 <sup>st</sup> offense within 12-month period 2 <sup>nd</sup> offense within 12-month period 3 <sup>rd</sup> offense within 12-month period	\$50 \$100 \$200/court appearance
Dog Bite Violations 1 <sup>st</sup> offense within 12-month period 2 <sup>nd</sup> offense within 12-month period 3 <sup>rd</sup> offense within 12-month period	\$150/court appearance \$250/court appearance \$500/court appearance
Failure to confine rabies suspect animal	\$250/court appearance
Failure to obtain dog license	\$50
Failure to vaccinate dog or cat for rabies	\$35

No identification tags	\$35
------------------------	------

2-604 SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this article or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof.

2-605 RESTITUTION.

- (a) A defendant convicted of a violation of this article may be ordered to make full restitution for damages incidental and consequential expenses incurred, which arise out of or are related to the offense, **provided that, if more than one animal was involved and the acts or actions of either the animals and/or the owner, keeper or harbinger of both animals were in violation of any sections of this chapter, restitution shall not be ordered.**
- (b) Restitution for a conviction under this article includes, but not limited to:
  - (1) the value of the replacement of an incapacitated or deceased animal, the training of a replacement animal if said animal was a guide dog or service animal, or retraining of the affected guide dog or service animal and related veterinary and care expenses; and
  - (2) medical expenses of the animal user, training of the animal user, if said animal was a guide dog or service animal, and compensation for wages or earned income lost by a guide dog or service animal user; and
  - (3) the value of the replacement or repair of any property damaged or destroyed
- (c) This article does not affect civil remedies available for conduct punishable under this article. Restitution paid pursuant to this article must be set off against damages awarded in a civil action arising out of the same conduct that resulted in the restitution payment.

**MAIZE CITY COUNCIL  
REGULAR MEETING  
MONDAY, November 13th, 2017**

**AGENDA ITEM #10B**

**ITEM:** Job Descriptions, Pay Scale, and Organizational Chart Revisions

**BACKGROUND:**

The 2018 approved budget authorized:

- 1) One new Deputy Municipal Court Clerk
- 2) One new Public works employee
- 3) Funding a current unfunded Police Officer Position
4. One new Police Officer position

As a result certain revisions are required:

- 1) Revise the Organizational Chart to reflect the additional staff;
- 2) Revise the Pay Plan to add the Deputy Municipal Court Clerk;
- 3) Amend the Municipal Court Clerk Job Description to reflect the change in duties; and
- 4) Add the Deputy Municipal Court Clerk Job Description.

**FINANCIAL CONSIDERATIONS:**

The Deputy Court Clerk position & the additional Public Works positions will be funded beginning January 1, 2018.

The Police Officer's positions will be filled during the 2018 calendar year.

The timing is dependent on police budget funds and approval of the City Administrator.

**LEGAL CONSIDERATIONS:**

None.

**RECOMMENDED ACTION:**

Motion to amend the Personnel Policy with the following:

- 1) The Organizational Chart revision to reflect the addition of 1 Police Office and 1 Deputy Municipal Court Clerk;
- 2) The Pay Plan addition of the Deputy Municipal Court Clerk;
- 3) Municipal Court Clerk Job Description revision to reflect the change in duties; and
- 4) The addition of the Deputy Municipal Court Clerk Job Description.





## Deputy Municipal Court Clerk Position Description

---

**Status:** Non-Exempt, Full-Time Position

**Supervisor Title:** Deputy City Administrator & Municipal Court Clerk

**Department:** Administration & Court

---

### **Responsibilities:**

- Assists with maintenance of municipal court records
- Assists with accounting of all monetary court receipts
- Assists with posting and removing warrants through NCIC
- Assists with preparing the court calendar and court docket
- Assists with maintaining diversion, probation, and restitution accounts
- Assists with preparing and tracking citations to disposition
- Attend and assists with all court proceedings
- Assists with front desk duties
- Promote the good will of the City
- Perform other tasks as assigned

### **Skills:**

- Ability to maintain data accurately with attention to detail
- Ability to maintain the confidentiality of highly sensitive information
- Ability to communicate effectively; both orally and in writing in formal and informal public settings
- Ability to access, input, process and retrieve information from the computer
- Working knowledge of Microsoft Office and other computer software
- Ability to be punctual and in regular attendance

### **Education:**

- Prefer college coursework with emphasis in Finance, Administrative Justice
- Bachelor degree preferred

### **Experience:**

- Minimum three (3) years experience
- Municipal Court experience could be considered aside from education



## Municipal Court Clerk Position Description

---

**Status:** Non-Exempt, Full-Time Position

**Supervisor Title:** Deputy City Administrator & Municipal Court Judge

**Department:** Administration & Court

---

### **Responsibilities:**

- Maintain municipal court records
- Accounts for all monetary court receipts
- Post and remove warrants through NCIC
- Prepare the court calendar and court docket
- Monitor and maintain diversion, probation, and restitution accounts
- Prepare and track citations to disposition
- Prepare and send Set-Off Fees to the State for debt recovery
- Manage communications and law changes from the State to the Judge and City Prosecutor
- Attend all court proceedings and assist the Judge in the administration of the court
- Promote the good will of the City
- Perform other tasks as assigned

### **Skills:**

- Ability to maintain data accurately with attention to detail
- Ability to maintain the confidentiality of highly sensitive information
- Ability to communicate effectively; both orally and in writing in formal and informal public settings
- Ability to access, input, process and retrieve information from the computer
- Working knowledge of Microsoft Office and other computer software
- Ability to be punctual and in regular attendance

### **Education:**

- Prefer college coursework with emphasis in Finance, Administrative Justice
- Bachelor degree preferred

### **Experience:**

- Minimum three (3) years experience
- Municipal Court experience could be considered aside from education

**City of Maize, Kansas**  
**PAY PLAN**  
**DRAFT November 13, 2015**  
**Effective January 1, 2018**

POSITION	Percent Between Steps: 2.30%														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Municipal Court Clerk	14.77	15.12	15.48	15.84	16.21	16.59	16.98	17.38	17.78	18.19	18.61	19.04	19.48	19.93	20.39
Deputy Municipal Court Clerk	14.77	15.12	15.48	15.84	16.21	16.59	16.98	17.38	17.78	18.19	18.61	19.04	19.48	19.93	20.39
Executive Assistant	20.81	21.30	21.80	22.31	22.84	23.38	23.93	24.49	25.05	25.63	26.22	26.82	27.44	28.07	28.72
Customer Service Clerk	12.55	12.85	13.15	13.46	13.78	14.10	14.43	14.77	15.11	15.46	15.82	16.18	16.55	16.93	17.32
Police Sergeant	20.93	21.42	21.92	22.44	22.97	23.51	24.06	24.63	25.20	25.78	26.37	26.98	27.60	28.23	28.88
Detective	19.85	20.32	20.80	21.29	21.79	22.30	22.83	23.37	23.91	24.46	25.02	25.60	26.19	26.79	27.41
Community Police Officer	16.15	16.53	16.92	17.32	17.73	18.15	18.58	19.02	19.46	19.91	20.37	20.84	21.32	21.81	22.31
Patrol Officer	14.67	15.02	15.37	15.73	16.10	16.48	16.87	17.27	17.67	18.08	18.50	18.93	19.37	19.82	20.28
Police Records Clerk	14.03	14.36	14.70	15.05	15.40	15.76	16.13	16.51	16.89	17.28	17.68	18.09	18.51	18.94	19.38
Public Works Supervisor	23.67	24.23	24.80	25.38	25.98	26.59	27.22	27.86	28.50	29.16	29.83	30.52	31.22	31.94	32.67
Water & Wastewater Controller	19.58	20.04	20.51	20.99	21.48	21.99	22.51	23.04	23.57	24.11	24.66	25.23	25.81	26.40	27.01
Compliance Officer	18.39	18.82	19.26	19.71	20.17	20.64	21.13	21.63	22.13	22.64	23.16	23.69	24.23	24.79	25.36
Maintenance Worker I	11.88	12.16	12.45	12.74	13.04	13.35	13.66	13.98	14.30	14.63	14.97	15.31	15.66	16.02	16.39
Maintenance Worker II	14.08	14.41	14.75	15.10	15.46	15.82	16.19	16.57	16.95	17.34	17.74	18.15	18.57	19.00	19.44
Maintenance Worker III	15.89	16.26	16.64	17.03	17.43	17.84	18.26	18.69	19.12	19.56	20.01	20.47	20.94	21.42	21.91
Facilities Maintenance Coordinator	15.89	16.26	16.64	17.03	17.43	17.84	18.26	18.69	19.12	19.56	20.01	20.47	20.94	21.42	21.91
Custodian	10.84	11.10	11.36	11.63	11.90	12.18	12.47	12.76	13.05	13.35	13.66	13.97	14.29	14.62	14.96

**Salaried Positions**

POSITION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Deputy City Administrator	59,259	60,654	62,082	63,544	65,040	66,571	68,138	69,742	71,346	72,987	74,666	76,383	78,140	79,937	81,776
City Clerk	47,507	48,625	49,770	50,942	52,141	53,368	54,624	55,910	57,196	58,512	59,858	61,235	62,643	64,084	65,558
City Treasurer/Deputy City Clerk	46,414	47,507	48,625	49,770	50,942	52,141	53,368	54,624	55,881	57,166	58,481	59,826	61,202	62,610	64,050
Chief of Police	63,873	65,377	66,916	68,491	70,103	71,753	73,442	75,171	76,900	78,669	80,478	82,329	84,223	86,160	88,142
Lieutenant/Assistant Police Chief	51,621	52,836	54,080	55,353	56,656	57,990	59,355	60,752	62,149	63,578	65,040	66,536	68,066	69,632	71,234
Public Works Director	65,217	66,752	68,323	69,931	71,577	73,262	74,987	76,752	78,517	80,323	82,170	84,060	85,993	87,971	89,994

**Part Time Employees Positions**

POSITION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
City Engineer	34.87	35.69	36.53	37.39	38.27	39.17	40.09	41.03	41.97	42.94	43.93	44.94	45.97	47.03	48.11
Planning & Zoning Administrator	30.71	31.43	32.17	32.93	33.71	34.50	35.31	36.14	36.97	37.82	38.69	39.58	40.49	41.42	42.37
Patrol Officer	14.67	15.02	15.37	15.73	16.10	16.48	16.87	17.27	17.67	18.08	18.50	18.93	19.37	19.82	20.28
Maintenance Worker	11.88	12.16	12.45	12.74	13.04	13.35	13.66	13.98	14.30	14.63	14.97	15.31	15.66	16.02	16.39
Seasonal Maintenance Worker *	8.48	8.68	8.88	9.09	9.30	9.52	9.74	9.97	10.20	10.43	10.67	10.92	11.17	11.43	11.69
High School Intern	8.48	8.68	8.88	9.09	9.30	9.52	9.74	9.97	10.20	10.43	10.67	10.92	11.17	11.43	11.69

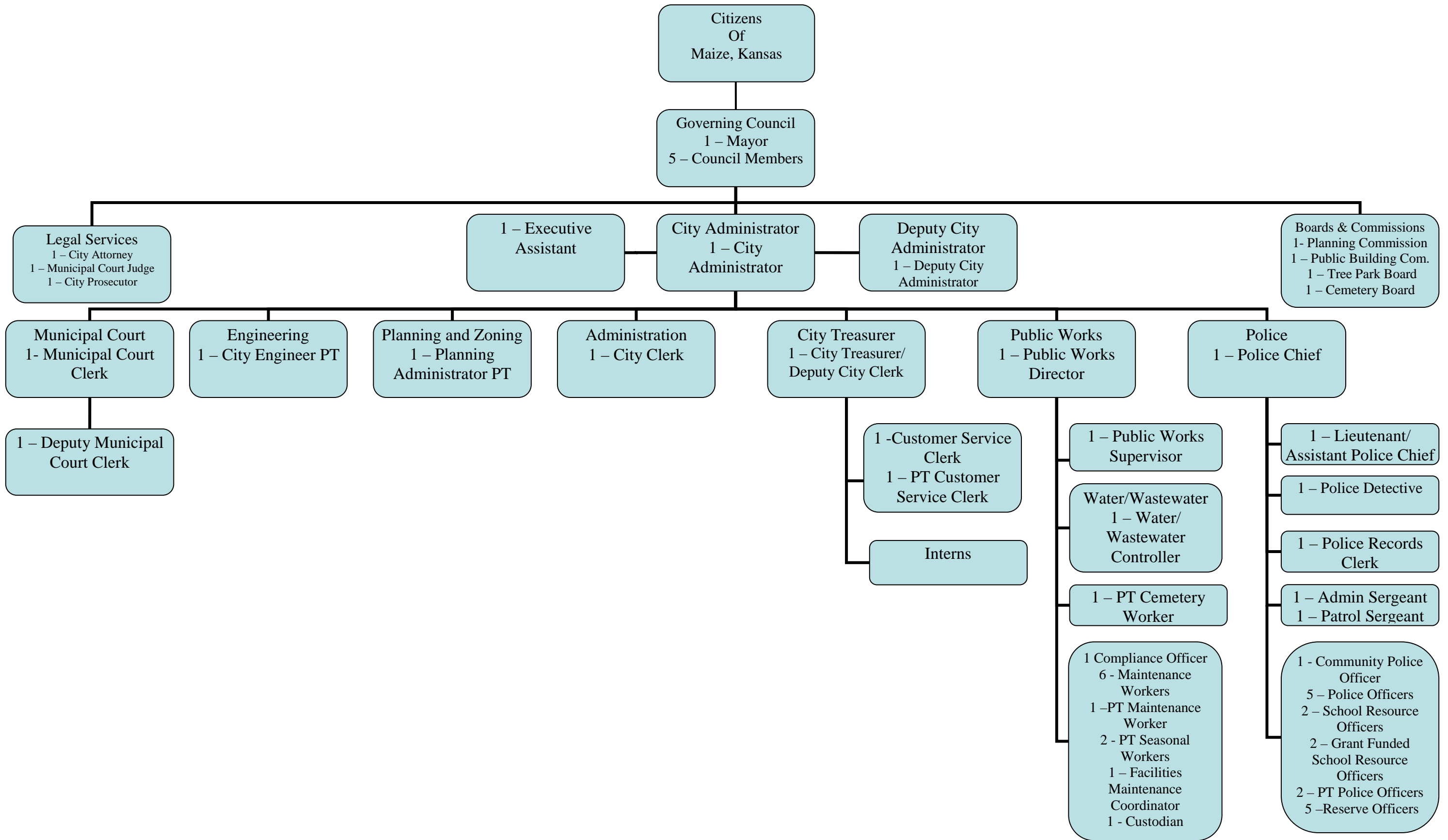
**Governing Body Compensation**

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

**Comments**

Steps 1-13 are in 12 month increments. Steps 14 & 15 are in 18 month increments.

\*Seasonal workers do not qualify for step increases.



MINUTES-SPECIAL MEETING  
MAIZE PARK CEMETERY  
MONDAY, AUGUST 7, 2017

The Maize Park Cemetery was called to order at 7:10 p.m., on Monday, August 7, 2017, for a Regular Meeting with *Karen Fitzmier* presiding. The following Maize Park Cemetery district board members were present, *Karen Fitzmier, Alex McCreath, Donna Clasen* and *Clair Donnelly*. *Pat Stivers* was absent.

Also present were *Jocelyn Reid*, Recording Secretary; *Richard LaMunyon*, City Administrator and *Rebecca Bouska*, Deputy City Administrator.

**APPROVAL OF AGENDA:**

The agenda was submitted for approval.

**MOTION:** *Clasen* moved to approve the agenda as presented.  
*Donnelly* seconded. Motion carried.

**APPROVAL OF MINUTES:**

Approval of Minutes – Board Meeting of July 24, 2017

**MOTION:** *Donnelly* moved to approve the July 24, 2017 minutes  
*McCreath* seconded. Motion carried.

**PUBLIC HEARING FOR THE MAIZE PARK CEMETERY DISTRICT 2018 BUDGET:**

*Chair Fitzmier* opened the public hearing at 7:12 pm. Hearing no comments the public hearing was closed at 7:12 pm.

**ADOPTION OF THE 2018 MAIZE PARK CEMETERY DISTRICT BUDGET:**

The 2018 Maize Park Cemetery District Budget was submitted for adoption.

**MOTION:** *Clasen* moved to adopt the 2018 Maize Park Cemetery Budget and submit to the Sedgwick County Clerk.  
*Donnelly* seconded. Motion carried.

**ADJOURNMENT:**

With no further business before the Board,

**MOTION:** *Clasen* moved to adjourn.  
*McCreath* seconded. Motion Carried.  
7:12 pm.

**MAIZE PARK CEMETERY BOARD  
SPECIAL MEETING  
MONDAY, NOVEMBER 13, 2017**

**AGENDA ITEM # 5A**

**ITEM:           CEMETERY RULES & REGULATIONS**

**BACKGROUND:**

The City assumed operations of the Maize Park Cemetery in August of 2009. Rules and Regulations were adopted and approved June 3, 2005 and have remained unchanged following the transition. Current improvements along with the proposed opening of the new Cemetery Addition prompted a review and update of the current Rules & Regulations.

**FINANCIAL CONSIDERATIONS:**

None

**LEGAL CONSIDERATIONS:**

None

**RECOMMENDATION/ACTION:**

Approved the proposed Rules & Regulations for the Maize Park Cemetery, effective January 1, 2018.

**RULES AND REGULATIONS  
OF  
MAIZE PARK CEMETERY DISTRICT**

For the mutual protection of every plot purchaser in the Maize Park Cemetery, the following rules and regulations are here by adopted. All property owners and persons within the cemetery, and all plots sold, shall be subject to said rules and regulations, and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted by the Cemetery Board. Reference to these rules and regulations in the contract, deed, or certificate of ownership to plots shall have the same force and effect as if set forth in full therein.

**These rules and regulations are designed for the protection of owners of burial property as a group.**

They are intended, not as restraining, but rather as preventing the inconsiderate from taking unfair advantage of others. **Their enforcement will help protect the cemetery, create and preserve its beauty.**

The Maize Park Cemetery Board has charge of the cemetery and is authorized to enforce all rules and regulations as adopted. The rules and regulations shall be on file with the officers of the cemetery.

**DEFINITIONS**

- A. Cemetery – means the burial park for earth interments;
- B. Plot – means space in the cemetery used, or intended to be used, for the interment of human remains;
- C. Lot – means same as Plot;
- D. Grave – means a space of ground in the cemetery used, or intended to be used, for burial;
- E. Space – means the space on a lot for the interment of one human remains;
- F. Vault – means a permanent outside container, without hinges, of grade better than a box and is sealed;
- G. Interment – means the disposition of human remain by earth burial or cremation;
- H. Inurnment – means placing cremated remains in an urn and placing the urn in the ground;
- I. Memorial – means a marker or monument, name plate for the purpose of identification or in memory of the interred;
- J. Monument – means a memorial of granite placed on a lot that extends above the surface of the lawn and has a concrete base;
- K. Marker – means a memorial of granite and/or bronze placed on a space that is flush with the lawn,
- L. Burial or Buried – means interment;
- M. Board – means the Maize Park Cemetery Board and/or the management;
- N. Designee – means an agent acting in behalf of the Board;
- O. Box – means a grave liner or permanent outside container, consisting of one piece box, and one piece lid which is not sealed;
- P. Cremation – means the technical heating process that reduces human remains to bone fragments, which occurs through heat and evaporation.

## **BURIALS AND REMOVALS**

### **Subject To Laws:**

Besides being subject to these rules and regulations, all burials and removals are made subject to the orders and laws of the properly constituted authorities of the city, county, and state.

### **Identity:**

The Board assumes no duty of identification of the remains of the deceased, and has no knowledge that the remains interred are that of the person shown on the Interment Order on file with the cemetery.

### **Time and Charges:**

All burials and removals must be made at the time and in the manner and subject to the payment of such charges as fixed by the Board. All charges shall be paid in full prior to the time of the service, or satisfactory payment arrangements with the Board or its designee. Any service scheduled on a Saturday will have an additional charge as set forth on the fee schedule set by the Board.

### **Holidays:**

No interments, removals or committal service shall be permitted on Sunday or on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

### **Notice:**

A Two (2) day notice, excluding Sundays and Holidays, must be given to the Board or its designee before any installation, burial or interment. The Board is authorized to refuse burial. Interment on installation work on any lot against which there is an unpaid balance.

No disinterment or removal shall be made except by the Board, upon written request of the next of kin prior to the time of removal. At least one (1) weeks' notice shall be given prior to any removal. The removal will be made at the convenience of the Board. The Board retains the right to defer an installation, burial or removal until a more expedient time for any reason.

### **Outside Container:**

All Burials shall be made in an outside container consisting of either a box or vault, without hinges, of type, quality, and construction approved by the Board or its designee. The use of wooden boxes and sectional boxes shall not be permitted. All boxes and vaults are to be placed and/or serviced by an approved contractor. No person, firm, or corporation, other than recognized approved contractors shall be permitted to install outside containers in the cemetery. The Board assumes no liability in the placement or handling of boxes or vaults placed by an approved contractor.



All cremains of human bodies shall be buried with a permanent outside encasement. No cremains shall be allowed to be scattered.

**Location of Interment Space:**

When instructions from the lot owner regarding the location of an interment space in a lot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the Board may, at its discretion, open it in such location in the lot as it deems best and proper, so as not to delay the funeral; and the Board shall not be liable in the damages for any error so made.

The Board shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space, size, and location in the lot where interment is desired.

**Substitution in the Event of Size:**

Spaces are lined out, designed, and constructed based upon recognized industry standards. In the event, because of an oversized or overweight deceased person, or because of disfigurement, such human remains cannot be interred within the confines of such standard spaces, then the Board reserved the right to relocate the human remains. If an additional space is needed, payment for the space must be paid for in advance of interment.

**Delays in Interment Caused by Protest:**

The Board shall be in no way liable for any delay in the burial of a body where a protest to the burial has been made, or where the rules and regulations have not been complied with. The Board reserves the right, under such circumstances, to place the embalmed body in a receiving vault of an authorized company or funeral home, until the full rights have been determined. Protest must be presented in writing and filed with the Board or its designee.

No burial shall be permitted or memorial placed in or on any property not fully paid for.

**Burial of More Than One Body:**

Not more than one vault and/or two cremations, shall be buried in one grave site. No more than a single marker shall be placed on the grave site listing all names and dates.

**No Liability for Damage if Removal is Deemed Necessary:**

Should the outside container be found to be unstable or if the outside container is damaged during the process of removal, the family will be required to purchase a new outside container of at least minimum standards in order to complete the re-interment.

The cemetery shall not be liable for damage to any casket, burial case, or urn occurring during the removal thereof.

**Payment of Service Charges:**

The charges for the cemetery interment must be paid at the time of the issuance of the order of burial or removal, unless payment arrangements are made in writing with the Board or its designee prior to the service. Arrangements for the payment of any and all indebtedness due the cemetery must be made before interment.

**TRANSFER OR ASSIGNMENTS**

**Consent of the Board or its Designee:**

No transfer or assignment of any space or lot shall be valid until the consent of the Board or its designee has been endorsed and the same has been recorded in the books of the cemetery. The Board or its designee may refuse to consent to a transfer if there is any indebtedness due the cemetery.

**Transfer Charges:**

The Board may fix a charge for all transfers of burial property. No transfers of burial property shall be complete or effective until all charges are paid.

**CONTROL OF WORK BY THE CEMETERY**

**Work to be done by the Cemetery:**

All grading, landscape work and improvements of any kind, and all care on lots, shall be done and all trees, shrubs, and ground cover of any kind shall be planted, trimmed, cut, or removed only by the Board or its designee. The Board may by contract approve the grounds work being performed by an approved contractor, which work shall be supervised by the Board or its designee.

**The Board shall Control Improvements:**

All improvements or alternations of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction, and approval of the Board or its designee; and should they be made without written consent, the Board or its designee shall have the right to remove, alter, or change such improvements.

The Board or its designee reserves the right to remove from any lot, anything that it deems unsightly, or conflicts with the Rules and Regulations, or general beauty of the cemetery. If any tree, shrub, or plant standing upon any lot becomes detrimental to adjacent lots, or avenues, or if for any other reason its removal is deemed necessary, the Board shall have the right to remove such tree, shrub, or plant as in their judgment seems best, without any notice to any interested party.

## **DECORATION**

### **Floral Regulations:**

The Board or its designee shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or ground cover of any kind from the cemetery as soon as, in the judgment of the Board or its designee, such ground cover becomes unsightly, dangerous, detrimental or diseased, or when it does not conform to the standards maintained. The board or its designee shall not be responsible for plants of any kind damaged by the elements, thieves, vandals, or by other causes beyond its control.

### **Certain Ornaments Prohibited:**

The placing of boxes, shells, toys, metal designs, ornaments, statues, chairs, settees, vases, glass, wood, or iron cases, and similar articles, regardless of material upon plots shall not be permitted, and, if so placed, may be removed.

### **Nursery Plantings:**

No planting of any trees, shrubs, flowers or flower bulbs will be allowed in the cemetery by anyone other than the Board or its designee.

### **Special Occasion Decorations:**

Memorial Day flowers and artificial arrangements or for any other special occasion may remain on grave sites until the Monday following Memorial Day or one week after other special occasions. Clean-up/maintenance will begin the following Tuesday.

Artificial arrangements and/or decorations may be placed at the front of or the back of a memorial marker or head stone. If the quantity of arrangements or decorations becomes difficult to maintain or becomes unsightly then it shall be the Boards or its designee's discretion to remove portions or all of the said arrangements and/or decorations without notice.

## **IMPROPRIETIES**

It is of the utmost importance that there should be strict observance of all of the properties of the cemetery, whether embraced in these rules or not, as no improprieties shall be allowed, and the Board or its designee shall have power to prevent improper assemblages.

No person shall be permitted to loitering the cemetery, or to have refreshments within the cemetery unless as authorized by the Board or its designee. The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited.

## **PROTECTION AGAINST LOSS OR DAMAGE**

The Board or its designee shall have no liability for loss or damage and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, including the loss of human under any circumstances.

### **CHANGE OF LOT OWNERS**

It shall be the duty of the lot owner to notify the cemetery of any change in post office address. Notice sent to a lot owner at the last address on file shall be considered sufficient and proper legal notification.

### **RECORD OF PURCHASER**

A permanent record shall be kept by the cemetery showing the name of each plot purchaser. Deeds shall be issued, but not recorded with the Registrar of Deeds.

### **CEMETERY MEMORIAL REGULATIONS**

For the protection of all lot owners, the granite, quality, size, finish, and engraving of all memorials must be approved by the Board or its designee before any work is commenced. All memorials must meet and conform to the specifications of the particular section where it is to be installed. Any proposed memorial that the Board or its designee proves to be detrimental to the appearance of the section will not be permitted; however, the lot owner will be advised of the necessary changes needed for conforming to the regulations.

#### **Retail Dealers:**

Retail dealers, to secure approval of the cemetery, must agree to use only good grade stone from producers approved by the Board or its designee and must guarantee the memorial to be executed in first grade workmanship. If there are no living descendants to care for memorials, the cemetery may replace or repair as deemed necessary.

Letter cutters, persons, or firms who engage in the business of cleaning monuments shall secure written authorization from the Board or its designee before any work in the cemetery is commenced. In order to secure authorization it shall be necessary for the person or firm to submit satisfactory evidence of their ability and skill to perform the work for which they have been engaged.

Memorial dealers shall abide by all rules of the cemetery. The authorization of any producer, retail dealer, cutter or cleaner who violates the rules of the cemetery may be revoked by the Board or its designee.

#### **Monuments and Markers:**

The cemetery will exercise reasonable care to protect raised lettering, carving or ornaments or any memorials, or other structures, on any lot. The cemetery shall not be responsible for any damage or injury thereto.

No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind, shall be allowed around any lot; and no walks of brick, chert, cinders, tiles, stone, marble, terra-cotta, sand, cement, gravel, or wood shall be allowed on any lot. The Board reserves the right to remove the same if so erected, planted or placed.

**Design and Finish:**

Memorial dealers shall be required to furnish the cemetery, for approval, a blue print or sketch of the proposed memorial or marker, specifying size, location in lot, inscription, and quality of stone.

The Board or its designee shall have authority to reject any plan or design for any memorial which, on account of size, design, inscription, kind, or quality or stone is unsuited to the lot on which it is to be placed, or contrary to the rules and regulations.

The name or inscription on each monument or marker must correspond with the name and record of the cemetery and no changes shall be made thereon except upon request of the proper parties and by permission of the Board or its designee.

**Materials:**

All memorials and markers shall be constructed of granite or bronze. No marble, sandstone or limestone or stone of any description shall be permitted. The use of bronze is approved for statuary and vases; also for tablets when attached to monuments or markers of natural stone or to a concrete base of the same size of the bronze tablet.

**Memorial Installation:**

No person, firm or corporation, other than recognized and approved monument dealers, shall be permitted to install markers or monuments in the cemetery. Before any work is done on any marker, monument or lot by any person other than cemetery personnel, written authorization shall be obtained from the Board or its designee. No marker, monument or foundation shall be installed without the written authorization from the Board or its designee.

The cemetery shall charge for installation and care, these charges may be changed from time to time. Any recognized monument dealer approved by the cemetery may enter on any section, lot, or space for the purpose of installation of markers, monuments and their foundations. To insure compliance with these rules and regulations the approve contractor shall obtain authorization from the Board or its designee for such purpose. The approved contractor shall comply with specifications as set forth in Appendix "B" (Installation regulations).

Markers and monuments and their foundations shall be installed at such times as the Board may permit dependent upon committal services and the maintenance activities of the cemetery. The approved contractor shall contact the cemetery office at least forty-eight (48) hours prior to installation work to arrange for location and staking. Finally the approved contractor shall contact the Board or its designee not more than twenty-four (24) hours prior to installation to confirm that no funeral or maintenance activity conflicts with the installation. Memorial and foundations shall be installed consistent with the specifications shown in Appendix "A" to these rules and regulations.

An approved contractor shall provide appropriate guarantees and hold harmless agreements to the cemetery to insure that the cemetery grounds are not injured by the installation, that all excess materials, rubbish, and other waste is cleaned up and removed from the premises, and that the grass, or other ground cover is restored; and to insure that the marker or monument was not damaged in installation. Upon completion, the Board or its designee shall inspect the work done, and shall, if necessary, require the work to be corrected. In the even the work is not corrected the Board or its designee shall do whatever necessary to correct the work and restore the cemetery premises to the condition prior to installation, and shall charge back against said approved contractor the costs of correctional restoration. Any balance owed by said approved contractor shall be remitted within thirty (30) days of receipt of the itemized statement.

Any approved contractor who refuses or fails to comply with these rules and regulations shall not be given the privilege to enter on the cemetery grounds for installation purposes until compliance is affected.

**Letter Cutters:**

Letter cutters shall also be required to comply with notice; insurance provisions similar to those approved to install memorials in the cemetery and shall provide appropriate guarantees and hold harmless agreements to the cemetery, as provided for in Appendix "B". Any letter cutter who refuses to comply with these rules and regulations shall not be given the privilege to enter on the cemetery grounds for inscription purposes until compliance is affected.

**Errors in Placing of Memorial:**

The Board or its designee reserves and shall have the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in the cemetery.

**Miscellaneous:**

Should any memorial become unsightly, dilapidated, or a menace to visitors, the Board or its designee shall have the right either to correct the condition or to remove the same, at the expense of the lot owner.

No monument or marker shall be removed from the cemetery, except by the Board or its designee, unless the written order of the owner and permission is granted by the Board or its designee.

## MODIFICATION AND AMENDMENTS

**Exceptions and Modifications:**

No waiver of any violation of these rules and regulations shall operate as a waiver of any subsequent violation of the same rule or regulation or as a waiver of any other rule or regulation, or the violation thereof.

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Board or its designee therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of these temporary exceptions, suspension or modification shall in no way be construed as affecting the general application of such rules.

**Amendments:**

The Board may, and it hereby expressly reserves the right, at any time or times, to adopt new rules and regulations, or to amend, alter or repeal any rule, regulation, article, section, paragraph, or sentence in these rules and regulations.

Adopted and approved by the Board of Directors of the Maize Park Cemetery District this \_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Karen Fitzmier, Chairperson

Attest:

\_\_\_\_\_  
Donna Clasen, Vice-chairperson



## Monthly Council Report

### Department Highlights

- Overall Department activities are functioning normal.
- Chief and Richard met with two residence of south James reference ongoing traffic complaints and the petition previously submitted to council. Items discussed were current and historical traffic patterns, speed study results , safety concerns and possible remedies to address increased and undesired traffic issues in the area. The meeting concluded with a better understanding of the issues and a plan to move forward to increase safety in the area. The complainants asked that the agenda item be withdrawn and to continue working with city staff on the issue. A follow up meeting is planned in 30 days. I am confident we can make improvements to increase safety not only on James St, but others in the area that experience the same traffic patterns. I will keep the council advised of our progress.

**Budget status: 88/100%**

**Major purchases: None**

<b>Current Staff Levels.</b>	<b>Monthly Activities</b>
11 Full-time	October Police Reports - 897
2 Part-time	October calls for service - 516
1 Reserve	<b>Community Policing:</b> Working on holiday food drives and family assistance.
3 Reserve -Vacant	



## PUBLIC WORKS REPORT 11-8-2017

### Regular Work

- Graded 61<sup>st</sup> and north Tyler Road, as well as 45<sup>th</sup> street, and Hidden Acres Rd.
- We do locates, check the water and lift stations daily, as well as clean and stock the new bathroom. This is all done 365 days a year.
- Just about completed all mowing for the year. Have put some of the tractor mowers away for the winter in preparation for snow and ice control.
- Have swept most all the streets in Maize this month.

### Special Projects

- Planted 60 trees in the back 5 acres at the Cemetery. Have also completed the new sprinkler lines in the back and have an individual drip line going to each tree. The buffalo grass we planted in May has come up some so by next summer it should look pretty nice.
- Milled and overlaid a bad dip in the 4700 block of Maize Road that had gotten worse in the last couple of months.
- Repaired a buried storm drain pipe along Maize Road that had a hole drilled through it some time ago. Also repaired a downspout at the Community Building.
- Hauled several loads of brush for the elderly and disabled. Thomas Blaine helped unload 27 loads of brush on brush day on 11-4-17.
- Trimmed trees, mowed and cleaned up the drainage ditch at the north end of Heather, Shon and Jonathan streets. Also cleaned out the concrete drainage flume at Plantation.
- Repaired a water leak at Albert and King, as well as replacing a fire hydrant that was leaking at that same location.
- Installed several inches of asphalt chips on King and Mikado. Will have rejuvenator oil applied then rolled. Should be a better surface than before requiring less maintenance.
- 173 Locates marked . 8 water meters turned off for non-payment. 23 complaints handled this month as well for everything from animal traps, picking up dead animals, bad odor smell in house, high water use etc.

Ron Smothers

Public Works Director

## **City Engineer's Report**

**11/13/2017**

### **Maize High School**

Construction is focusing on the interior of the Career and Technology Education Center at Maize High School.

### **USD 266 Transportation Facility**

The exterior and interior are under construction.

### **Watercress Apartments**

The first loop of units is completed and the remaining units will become available as soon as they are completed.

### **Copper Creek Apartments**

Rough-in plumbing continues to be done. Sanitary sewer and water are being extended into the property as well.

### **Industrial Park**

The contractor is installing the final blankets for seeding of existing detention ponds and ditches for drainage of the Industrial Park.

### **Kyodo Yushi**

Preliminary grade work on the site is being constructed.

## **PLANNING ADMINISTRATOR'S REPORT**

**DATE:** November 13, 2017

**TO:** Maize City Council Members

**FROM:** Kim Edgington, Planning Administrator

**RE:** Regular November Council Meeting

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

1. Watercress Apartment development – Leasing has begun and the model apartments are available for viewing. The sign within the Ranch Road right-of-way has now been constructed and is very attractive.
2. Comprehensive Plan Update – Gould Evans is currently preparing another survey to further refine the plan and accurately reflect the vision of the community in late summer. Graham Smith from Gould Evans will be presenting a first draft document for review in December.
3. Cypress Point Addition – a plat for 37 single-family lots on 20 acres on the north side of 37<sup>th</sup> Street approximately ¼ mile west of Tyler. Survey work is beginning with infrastructure construction expected to begin in the next month.
4. Sign variance for Holiday Inn – the Board of Zoning Appeals was scheduled to hear a request to construct an additional sign along Maize Road at their October 7<sup>th</sup> meeting, but all necessary application materials were not received by the agenda deadline. The request was reviewed and approved by the BZA at their November 2<sup>nd</sup> meeting.
5. Zone change at 6045 N Maize Road – the property owner has requested a zone change from Single Family Residential to LC Limited Commercial with a Protective Overlay to allow the construction of a building to house his supplies for his U.S. mail contracting delivery service. The Planning Commission reviewed and recommended approval of this request at their November 2<sup>nd</sup> meeting. This case will be on the December Council agenda for your review.
6. Variance at 416 W Irma – the property owner requested to reduce the rear yard setback from 20 feet to 6 feet for construction of a garage in an area that backs up to open space. The Board of Zoning Appeals reviewed and approved this request at their November 2<sup>nd</sup> meeting.

7. Vacation at 120 E Jones – the property owner petitioned to vacate a portion of a platted alley for the construction of a garage on this lot. The Planning Commission reviewed and recommended approval of this request at their November 2<sup>nd</sup> meeting. This case will be on the December Council agenda for your review.
  
8. General planning issues – I continue to meet, both on the phone and in person, with citizens and developer’s representatives requesting information on general planning matters, such as what neighboring property owners are planning to do, what they are allowed to do on their property, and what the process is for submitting various applications and materials to the Planning Commission.



**City Clerk Report  
REGULAR COUNCIL MEETING  
November 13, 2017**

Year to date status (Through 10/31/17):

<b>General Fund –</b>			
	Budget	YTD	
Rev.	\$3,251,293	\$3,173,402	97.60%
Exp.	\$3,375,058	\$3,166,732	93.83%
<b>Streets –</b>			
Rev.	\$302,350	\$ 305,136	100.92%
Exp.	\$308,050	\$ 259,678	84.30%
<b>Wastewater Fund-</b>			
Rev.	\$784,000	\$ 741,013	94.52%
Exp.	\$768,863	\$ 668,933	87.00%
<b>Water Fund-</b>			
Rev.	\$779,925	\$ 795,018	101.94%
Exp.	\$779,925	\$ 698,782	89.60%

**Health & Dental Benefits**

Per Council's request, here are the 2017 numbers (through 10/31/2017) 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:	\$274,731.60	\$ 68,696.32	\$343,427.92
Dental:	18,884.72	4,722.49	23,607.21
Life:	<u>10,560.44</u>	<u>0</u>	<u>10,560.44</u>
	<b>\$304,176.76</b>	<b>\$ 73,418.81</b>	<b>\$377,595.57</b>

**CAPITAL PROJECTS**

**Projects w/o  
Temp Notes**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/16	Expenditures 1/1/17 thru 10/31/17	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2B Water	05	585-16	\$ 123,000.00	\$ 13,593.65	\$ 70,342.48	\$ 83,936.13	\$ 39,063.87
Eagles Nest Phase 2B Paving	05	586-16	\$ 422,000.00	\$ 24,757.63	\$ 262,566.23	\$ 287,323.86	\$ 134,676.14
Maize Industrial Park 2nd Paving	05	591-17	\$ 843,800.00	\$ -	\$ 27,253.56	\$ 27,253.56	\$ 816,546.44
Maize Industrial Park 2nd Water	05	592-17	\$ 60,200.00	\$ -	\$ 42,632.57	\$ 42,632.57	\$ 17,567.43
Maize Industrial Park 2nd Sewer	05	593-17	\$ 75,800.00	\$ -	\$ 41,633.56	\$ 41,633.56	\$ 34,166.44
Hampton Lakes 3rd Sewer	05	588-16	\$ 110,000.00	\$ -	\$ 10,040.63	\$ 10,040.63	\$ 99,959.37
Cypress Point Water	05	595-17	\$ 138,000.00	\$ -	\$ 95.33	\$ 95.33	\$ 137,904.67
Cypress Point Sewer	05	596-17	\$ 694,000.00	\$ -	\$ 95.33	\$ 95.33	\$ 693,904.67
Cypress Point Paving	05	594-17	\$ 1,022,000.00	\$ -	\$ 95.33	\$ 95.33	\$ 1,021,904.67
119th Street Water	05	597-17	\$ 1,065,213.00	\$ -	\$ 27,927.00	\$ 27,927.00	\$ 1,037,286.00
<b>Totals</b>			<b>\$ 4,554,013.00</b>	<b>\$ 38,351.28</b>	<b>\$ 482,682.02</b>	<b>\$ 521,033.30</b>	<b>\$ 1,042,020.32</b>

KDHE Project	Fund	Ordinance	Total Resolution Amount	Expenditures thru 12/31/16	Expenditures 1/1/17 thru 10/31/17	Total Expenditures	Resolution Authorization Less Expenditures
WWTP Expansion	05	923	\$ 6,100,000.00	\$ 10,155.91	\$ 1,730,582.38	\$ 1,740,738.29	\$ 4,359,261.71
<b>Grand Total</b>				<b>\$48,507.19</b>	<b>\$2,213,264.40</b>	<b>\$2,261,771.59</b>	<b>\$5,401,282.03</b>

**CIP 2017 (As of 10/31/2017)**

<u>Detail</u>	<u>Reason</u>	<u>October Revenue</u>	<u>October Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/17					\$ 88,249.41
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax	-		-	1.85
Interest	From Bank Accounts	470.24		2,000.00	6,984.01
Reimbursements	Sidewalk Grant	-			-
Other Revenues	Sale of Dugan Park Land	-			65,115.00
Transfers	From General Fund	38,333.33		460,000.00	383,333.30
<b>Total Revenues</b>		<b>38,803.57</b>		<b>462,000.00</b>	<b>455,434.16</b>
<b>Total Resources</b>					<b><u>543,683.57</u></b>
Street Improvements			29,857.82	350,000.00	241,052.78
Sidewalk/Bike Paths			-	100,000.00	80,555.61
Park Improvements			-	200,000.00	181,757.52
Other Capital Costs			-	-	-
<b>Total Expenditures</b>			<b>29,857.82</b>	<b>650,000.00</b>	<b>503,365.91</b>
Cash Balance - 10/31/17					<b><u>\$ 40,317.66</u></b>

CITY OF MAIZE/REC COMMISSION  
 SHARED COSTS FOR CITY HALL COMPLEX  
 THRU 10/31/2017

	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	\$517.78	\$381.81	\$135.97	\$5,163.97	\$3,802.11	\$1,361.86	Flat - based on number of lines
Internet	1,057.67	951.90	105.77	10,586.70	9,519.00	1,067.70	Flat - \$105.77/month
Gas	126.61	69.76	56.85	2,937.72	1,618.68	1,319.04	44.90%
Electric	3,081.65	1,697.99	1,383.66	22,593.04	12,448.77	10,144.27	44.90%
Janitor	1,733.12	954.95	778.17	18,672.39	10,288.49	8,383.90	44.90%
Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00	
Trash	79.13	43.60	35.53	765.18	421.61	343.57	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	10,364.00	5,710.56	4,653.44	44.90%
Pest Control	300.00	275.00	25.00	3,000.00	2,750.00	250.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
<b>Total</b>	<b>\$6,895.96</b>	<b>\$4,375.01</b>	<b>\$2,520.95</b>	<b>\$74,083.00</b>	<b>\$46,559.22</b>	<b>\$27,523.78</b>	

Shared Costs for City Hall  
 Updated 11/8/2017



**Equipment Reserve 2017 (As of 10/31/2017)**

<u>Detail</u>	<u>Reason</u>	<u>October Revenue</u>	<u>October Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/17					\$ 96,339.29
Interest	From Bank Accounts	41.04		300.00	609.60
Reimbursement	Insurance Payment	6,277.15			6,277.15
Transfers	From General Fund	11,666.67		140,000.00	116,666.70
<b>Total Revenues</b>		<b>\$ 17,984.86</b>		<b>\$ 140,300.00</b>	<b>\$ 123,553.45</b>
<b>Total Resources</b>					<b>\$ 219,892.74</b>
Trucks/Heavy Equipment			\$ -	\$ 41,000.00	\$ 39,584.67
Computers			-	45,000.00	15,464.97
Police Department Expenses			776.16	50,000.00	60,599.12
<b>Total Expenditures</b>			<b>\$ 776.16</b>	<b>\$ 136,000.00</b>	<b>\$ 115,648.76</b>
Cash Balance - 10/31/2017					<b>\$ 104,243.98</b>

CITY OF MAIZE/USD #266  
 SHARED COSTS FOR SCHOOL RESOURCE OFFICERS  
 THRU 10/31/2017

	MONTHLY BILL	CITY PORTION	USD #266 PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	USD #266 PORTION YEAR TO DATE
Wages	\$ 9,419.14	\$ 2,354.79	\$ 7,064.36	\$ 66,598.40	\$ 16,649.60	\$ 49,948.80
FICA/Medicare Taxes	663.38	165.85	497.54	4,756.83	1,189.21	3,567.62
KPERS (Employer)	891.06	222.77	668.30	8,770.27	2,192.57	6,577.70
Health/Life/Other Employer Paid Benefits	1,882.20	470.55	1,411.65	1,550.40	387.60	1,162.80
<b>Total Shared Costs</b>	<b>\$ 12,855.78</b>	<b>\$ 3,213.95</b>	<b>\$ 9,641.84</b>	<b>\$ 81,675.90</b>	<b>\$ 20,418.98</b>	<b>\$ 61,256.93</b>

Other Items	COST	CITY PORTION	USD #266 PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	USD #266 PORTION YEAR TO DATE
Office Chair-MHS SRO		\$ -		\$ 649.09	\$ -	\$ 649.09
<b>Totals</b>	<b>\$ 12,855.78</b>	<b>\$ 3,213.95</b>	<b>\$ 9,641.84</b>	<b>\$ 82,324.99</b>	<b>\$ 20,418.98</b>	<b>\$ 61,906.02</b>



## CITY OPERATIONS REPORT

**DATE:** November 8, 2017  
**TO:** Maize City Council  
**FROM:** Richard LaMunyon-Becky Bouska-Sue Villarreal-Jolene Graham  
**RE:** November Report

### 1) Election Results:

#### **CONGRATULATIONS! CLAIR- PAT - DONNA**

The result of the 2017 election is a tribute to the governance of Clair, Pat and Donna. It's an indication of support and satisfaction from Maize residents as to the management and direction of our City.

*Election results:*

- *Mayor:*
  - ✓ *Clair Donnelly* 183/63%
  - ✓ *Kenneth Hultman* 99/34%
- *Council:*
  - ✓ *Pat Stivers* 189/37%
  - ✓ *Donna Clasen* 179/35%
  - ✓ *Kenny Kalb* 126/25%

### 2) Working Council Items Include:

- 119<sup>th</sup> Water Project Bids & Contract (Dec/Jan)
  - ✓ *In final design phase*
- Tyler Road Sewer Extension (Dec/Jan)
  - ✓ *Preliminary cost estimates provided*
- Planning Cases
  - ✓ *Zoning case (approved by PC)*
  - ✓ *Vacation case (approved by PC)*

### 3) Economic Development

- Three R Mechanical
  - ✓ *45th & Tyler location*
  - ✓ *Land in negotiations*

- Industrial Park
  - ✓ *Signage*
  - ✓ *Additional gas line*
- Aerotech Expansion
  - ✓ *Meeting requested with City staff*
- Forty-six single family homes & four tri-plexes

4) **Items:**

- **Employee Christmas Dinner**
  - ✓ *Scheduled on Friday December 15<sup>th</sup> @ 6:00pm.*
  - ✓ *Meal catered by Carriage Crossing Restaurant and served at 6:30pm.*
  - ✓ *Santa will be stopping by!!!!*
- **Holidays:**
  - ✓ *City Hall will be closed November 23<sup>rd</sup> & 24<sup>th</sup> for Thanksgiving.*
  - ✓ *City Hall will be closed December 25<sup>th</sup> & 26<sup>th</sup> for Christmas.*
  - ✓ *City Hall will be closed on January 1<sup>st</sup> for New Year's day.*
- **Recreation Commission Meeting**
  - ✓ *Mayor & Staff met with Brad November 8th*
  - ✓ *Brad was informed the City plan is to remove the practice baseball field from the City park after the end of November*
  - ✓ *City will co-operate with the Recreation Commission as they assume this responsibility.*
- **Technology**
  - ✓ *The City Council Chambers microphones have been not performing well. Staff has ordered a "gooseneck" extension for the portable large microphone to move it to the corner of the podium and hopefully this will prevent speakers from moving the smaller microphone away from them when they arrive at the podium.*
  - ✓ *PC Upgrades have been ordered to replace the 5-6 year old PC's in PD and Administration.*

**City Meetings**

- |                               |                  |          |
|-------------------------------|------------------|----------|
| • Wednesday's -               | Mayor's Workshop | @ 11am   |
| • November 14 <sup>th</sup> - | Park & Tree      | @ 5:30pm |
| • December 7 <sup>th</sup> -  | Planning         | @ 7pm    |
| • December 12 <sup>th</sup> - | Park & Tree      | @ 5:30pm |
| • December 18 <sup>th</sup> - | Council          | @ 7pm    |