

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, AUGUST 20, 2018
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE

AGENDA

MAYOR DONNA CLASEN PRESIDING

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 6) Academy Arts District Presentation
- 7) John Waltner, REAP Representative
- 8) Consent Agenda
 - a) Approval of Minutes –City Council Regular Meeting of July 16, 2018 and Special Meeting of August 6, 2018.
 - b) Receive and file minutes from the Park and Tree Board of May 8, 2018.
 - c) Cash Disbursements from July 1, 2018 thru July 31, 2018 in the amount of \$1,106,561.28(Check #67092 thru # 67280).
 - d) Adoption of the 2018 STO/UPOC Updates
 - e) Mayer Sewer Cleanout Contract Renewal
 - f) Planning Vacation Case V01-018 1348 N Watercress Ct
- 9) Old Business
 - A. Bond Sale GO Refunding and Improvement Bonds Series 2018A
- 10) New Business
 - A. Petitions and Resolutions for Villas at Hampton Lakes Addition
 - B. Russell Investments LC Annexation Ordinance
 - C. Carriage Crossing Storm Water Petition & Resolution
 - D. Carriage Crossing Engineering Storm Water Contract
 - E. Fireworks - *Discussion Only*

11) Reports

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

12) Executive Session

13) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, July 16, 2018**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **July 16, 2018** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Donna Clasen** presiding. Council members present were **Alex McCreath, Pat Stivers** and **Jennifer Herington**. **Karen Fitzmier** and **Kevin Reid** were absent.

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

APPROVAL OF AGENDA:

The Agenda was submitted for approval.

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

PUBLIC COMMENTS:

Josh Cranmer, 6406 N 119th St W, addressed the Council and submitted the attached letter to the Council regarding the change in the fireworks permit ordinance.

Gary Bolton, 11407 W 53rd St N, addressed the Council regarding the invoice he received for the mobile home impact fee.

PUBLIC HEARING-SPECIAL ASSESSMENTS FOR THE 2018A BONDS:

Mayor Clasen opened the public hearing at 7:10 pm.

Richard Breault, 4517 N Jill Court, addressed the Council about the notice of special assessment he received. Staff was directed to contact him to answer any questions he has.

Hearing no further comments, **Mayor Clasen** closed the hearing at 7:20 pm.

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a) Approval of minutes –Regular Council Meeting of June, 18, 2018.
- b) Receive and file Planning Commission minutes of June 7, 2018.
- c) Cash Disbursements from June 1, 2018 through June 30, 2018 in the amount of \$1,656,745.84 (Check #66844 thru #67096).

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

CARRIAGE CROSSING WATER/SEWER REVISED PETITIONS AND RESOLUTIONS:

Revised petitions and resolutions of advisability for Carriage Crossing Phase 6 water and sewer were submitted for Council approval.

MOTION: **Stivers** moved to accept the revised petitions for water (\$124,000) and sewer (\$225,000) improvements in Carriage Phase 6 and adopt the revised resolutions of advisability.
Herington seconded. Motion declared carried.

City Clerk assigned Resolution #611-18 (Water) and #612-18 (Sewer).

CARRIAGE CROSSING PHASE 6 BIDS AND CONTRACT:

Construction bids and a contract for water and sewer improvements in Carriage Crossing Phase 6 were submitted for Council approval.

MOTION: **Stivers** moved to accept the low bid and approve the construction agreement with McCullough Excavation in a total amount not to exceed \$258,585 and authorize the Mayor to sign.
McCreath seconded. Motion declared carried.

ANDALE CONSTRUCTION CONTRACT – 37TH STREET OVERLAY:

A construction contract with Andale Construction to overlay 37th Street was submitted for Council approval.

MOTION: *McCreath* moved to approve the 37th Street agreement with Andale Construction, Inc. in an amount not to exceed \$180,413.68 and authorize the Mayor to sign.
Herington seconded. Motion declared carried.

SPECIAL ASSESSMENT ORDINANCE:

An ordinance assessing special taxes in the Maize Industrial Park 2nd Addition and Eagles Nest Phase 2B was submitted for Council approval.

MOTION: *Herington* moved to approve the special assessment ordinance.
Stivers seconded. Motion declared carried.

City Clerk assigned Ordinance #948.

SERIES 2018A GO REFUNDING AND IMPROVEMENT BONDS:

A resolution authorizing the sale of the 2018A GO Refunding and Improvement Bonds was submitted for Council approval.

MOTION: *McCreath* moved to approve the sale resolution for the 2018A GO Bonds.
Stivers seconded. Motion declared carried.

City Clerk assigned Resolution #613-18.

2019 CITY BUDGET:

The proposed 2019 City Budget was submitted for Council action.

MOTION: *Stivers* moved to accept the City of Maize 2019 budget as presented, authorize the publication of the proposed budget in *The Clarion* and set the public hearing on the proposed budget for Monday, August 6, 2018 at 7:00 pm.
McCreath seconded. Motion declared carried.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by:

Jocelyn Reid, City Clerk

**MINUTES-SPECIAL MEETING
MAIZE CITY COUNCIL
Monday, August 6, 2018**

The Maize City Council met in a special meeting at 7:00 p.m., **Monday, August 6, 2018** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Donna Clasen** presiding. Councilmembers present were **Karen Fitzmier, Kevin Reid, Pat Stivers** and **Jennifer Herington**. **Alex McCreath** was absent.

Also present were: **Richard LaMunyon**, City Administrator; **Sue Villarreal** Deputy City Clerk, **Matt Jensby**, Police Chief; **Ron Smothers**, Public Works Director and **Kim Edgington**, Planning Administrator.

APPROVAL OF AGENDA:

The agenda was submitted for Council approval.

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

PUBLIC HEARING FOR THE CITY OF MAIZE 2019 BUDGET:

Mayor Clasen opened the Public Hearing at 7:03 pm. Hearing no comments, the Public Hearing was closed.

ADOPTION OF THE 2019 BUDGET:

The City of Maize 2019 Budget was submitted for Council approval.

MOTION: **Fitzmier** moved to adopt the 2019 Budget for the City of Maize and submit to the Sedgwick County Clerk.
Herington seconded. Motion declared carried.

PLAT S/D 01-018 AND ZONING CASE Z-04-018 THE VILLAS AT HAMPTON LAKES

The final plat and zone change for the Villas at Hampton Lakes were submitted for Council approval.

Reid enter meeting at 7:05 pm.

MOTION: **Stivers** moved to accept the Villas at Hampton Lakes Addition final plat S/D 01-018 with plat to be filed with the County Register of Deeds.
Reid seconded. Motion declared carried.

MOTION: **Stivers** moved to approve and adopt the Ordinance for zone change Z-04-018.
Reid seconded. Motion declared carried.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by: _____
Sue Villarreal, Deputy City Clerk

**MINUTES – REGULAR MEETING
MAIZE PARK AND TREE BOARD
TUESDAY, MAY 8TH, 2018**

The Maize Park and Tree Board met in a regular meeting at 5:30 pm, Tuesday, May 8th, 2018 with *Chair Dennis Wardell* presiding. Board members present were *Vice-Chair Marina Fulton, Joshua Belcher, Maren Breit* and *Patrick Atchison*.

Also present was: *Richard LaMunyon*, City Administrator, *Ross Jensby*, Public Works and *Jolene Graham*, Recording Secretary.

APPROVAL OF AGENDA:

The Agenda was submitted for Board approval.

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

APPROVAL OF THE APRIL 10TH, 2018 MINUTES:

The Park and Tree Board Meeting Minutes of April 10th, 2018 were submitted for approval.

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

2019 PARK BUDGET DISCUSSION

Board members discussed the capital improvement projects that are priority as identified in the City's Master Park Plan. The 44-acre deficient of parkland in comparison to the State's Wildlife and Parks 2015 SCORP study is critical. The addition of an amphitheater to Maize City Park is also a priority due to the newly created Mayor Donnelly Memorial fund and the recent removal of the ball field. Staff is prepared to present both projects to Council for the 2019 budget process.

ADJOURNMENT:


With no further business before the Board:

MOTION: *Fulton* motioned to adjourn.
Atchison seconded. Motion declared carried.

Meeting adjourned at 6:37 pm

Approved by the Park and Tree Board on August 14 2018.


Park and Tree Board Member


Recording Secretary

CITY OF MAIZE
Cash and Budget Position
Thru July 31, 2018

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	\$ 889,285.41	\$ 181,175.44	\$ 256,819.53	\$ 813,641.32	\$ 3,716,847.00	\$ 2,950,248.33	\$ 2,334,879.67	\$ 1,381,967.33	37.18%
02	Street Fund	160,187.45	44,200.08	25,668.28	178,719.25	310,050.00	205,592.92	200,316.38	109,733.62	35.39%
04	Capital Improvements Fund	287,957.53	42,351.91	-	330,309.44	544,000.00	293,864.39	94,103.77	449,896.23	82.70%
05	Long-Term Projects	382,735.87	345,347.22	466,061.22	262,021.87	-	2,183,657.06	4,833,375.41		
06	Mayor Donnelly Memorial Fund	4,280.00	-	-	4,280.00		4,280.00	-		
10	Equipment Reserve	38,627.51	12,778.03	-	51,405.54	170,000.00	91,626.63	167,160.02	28,248.48	16.62%
11	Police Training Fund	10,491.44	451.06	-	10,942.50	3,000.00	4,186.86	2,772.76	227.24	7.57%
12	Municipal Court Fund	41,692.88	2,315.83	5,498.08	38,510.63	-	16,443.75	18,841.91		
16	Bond & Interest Fund	1,520,757.87	46,227.74	286,784.38	1,280,201.23	2,264,103.00	1,768,614.86	661,268.22	1,602,834.78	70.79%
19	Wastewater Reserve Fund	280,945.01	8,867.30	-	289,812.31	-	60,877.81	-		
20	Wastewater Treatment Fund	916,494.55	84,089.75	57,517.11	943,067.19	798,000.00	595,995.21	458,373.33	339,626.67	42.56%
21	Water Fund	751,580.30	103,002.56	56,537.26	798,045.60	822,000.00	648,822.09	492,263.85	329,736.15	40.11%
22	Water Reserve Fund	194,991.31	3,000.00		197,991.31	-	21,000.00	11,970.00		
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	3,299.43	1,730.00	730.30	4,299.13	-	12,975.00	9,222.42		
98	Maize Cemetery	148,142.55	2,155.02	45,070.23	105,227.34	137,940.00	51,310.28	53,989.42	83,950.58	60.86%
Report Totals		\$ 6,049,673.77	\$ 877,691.94	\$ 1,200,686.39	\$ 5,726,679.32	\$ 8,765,940.00	\$ 8,909,495.19	\$ 9,338,537.16	\$ 4,326,221.08	49.35%

CITY OF MAIZE
Bank Reconciliation Report
For July 2018

Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 889,285.41	\$ 181,175.44	\$ 256,819.53	\$ 813,641.32
02	Street Fund	160,187.45	44,200.08	25,668.28	\$ 178,719.25
04	Capital Improvements Fund	287,957.53	42,351.91	-	330,309.44
05	Long-Term Projects	382,735.87	345,347.22	466,061.22	262,021.87
06	Mayor Donnelly Memorial Fund	4,280.00	-	-	4,280.00
10	Equipment Reserve Fund	38,627.51	12,778.03	-	51,405.54
11	Police Training Fund	10,491.44	451.06	-	10,942.50
12	Municipal Court Fund	41,692.88	2,315.83	5,498.08	38,510.63
16	Bond & Interest Fund	1,520,757.87	46,227.74	286,784.38	1,280,201.23
19	Wastewater Reserve Fund	280,945.01	8,867.30	-	289,812.31
20	Wastewater Treatment Fund	916,494.55	84,089.75	57,517.11	943,067.19
21	Water Fund	751,580.30	103,002.56	56,537.26	798,045.60
22	Water Reserve Fund	194,991.31	3,000.00	-	197,991.31
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	3,299.43	1,730.00	730.30	4,299.13
98	Maize Cemetery	148,142.55	2,155.02	45,070.23	105,227.34
Totals All Fund		\$ 6,049,673.77	\$ 877,691.94	\$ 1,200,686.39	\$ 5,726,679.32

Bank Accounts and Adjustments

Halstead Checking Account	\$ 419,514.44	\$ 2,261,046.90	\$ 2,110,942.76	\$ 569,618.58
Outstanding Items				\$ (43,625.87)
Halstead Bank Money Market Account	6,585,297.15	10,162.12	1,500,000.00	5,095,459.27
Maize Cemetery CD 85071	61,176.28	-	-	61,176.28
Maize Cemetery Operations	86,966.27	2,155.02	45,070.23	44,051.06
Totals All Banks	\$ 7,152,954.14	\$ 2,273,364.04	\$ 3,656,012.99	\$ 5,726,679.32

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, AUGUST 20, 2018**

CONSENT AGENDA ITEM #8d

ITEM: **Adopt 2018 Standard Traffic Ordinances (STO) and the 2018 Uniform Public Offense Code (UPOC)**

BACKGROUND:

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

The attachment summarizes the changes.

FINANCIAL CONSIDERATIONS:

\$610.00 for replacement books

LEGAL CONSIDERATIONS:

Approved by City Attorney.

RECOMMENDATION/ACTION:

Adopt the 2018 Standard Traffic Ordinances (STO) and the 2018 Uniform Public Offense Code (UPOC).

**CHANGES IN UNIFORM PUBLIC OFFENSE CODE
FOR 2018**

The following represent the changes in the Uniform Public Offense Code from the 2017 edition to the 2018 edition.

Section 3.2 Battery Against A Law Enforcement Officer. (Amended by HB 2458)

Section 3.3 Assault And Assault Of A Law Enforcement Officer. (Amended by HB 2458)

Section 6.8 Criminal Littering. (Added by Editor)

Section 9.7 Making An Unlawful Request For Emergency Service Assistance. (New name for the crime of Giving a False Alarm amended by HB 2581)

Section 9.9.1 Unlawful Possession Of Marijuana And Tetrahydrocannabinols. (Added by Editor)

Section 9.9.2 Unlawful Possession Of Drug Paraphernalia And Simulated Controlled Substances. (Added by Editor)

Section 10.1 Criminal Use Of Weapons. (Amended by HB 2145)

Section 10.27 Illegal Operation Of An Amusement Ride. (Amended by SB 310)

**CHANGES IN STANDARD TRAFFIC ORDINANCE
FOR 2018**

The following represent the changes in the Standard Traffic Ordinance from the 2017 edition to the 2018 edition.

Section 1. Definitions.

Added: Waste Collection Vehicle.

Section 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties. (Amended by H. Sub. SB 374 and HB 2439)

Section 30.1 Driving a Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties. (Amended by H. Sub. SB 374 and HB 2439)

Section 40.1 Passing a Stationary Waste Collection Vehicle. (New section created by Sub. SB 272)

Section 81. Overtaking and Passing School Bus. (Amended by Sub. SB 272)

Section 112.1 Littering from a Motor Vehicle. (Added by Editor)

Section 114.4(c). Unlawful Operation of a Golf Cart. (Amended by Sub. SB 272)

Section 174. Horns and Warning Devices. (New subsection (f) in response to new section 40.1)

Section 194. Driving While License Canceled Suspended or Revoked; Penalty. (Amended by HB 2439)

(PUBLISHED IN THE *CLARION* ON _____, 2018.)

SUMMARY OF ORDINANCE NO. ____

On _____, 2018, the governing body of the City of Maize Kansas, passed an ordinance entitled:

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, AMENDING SECTIONS 14-101 and 14-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS, PERTAINING TO REGULATING TRAFFIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF MAIZE, KANSAS, INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCES FOR KANSAS CITIES," EDITION OF 2018, WITH CERTAIN CHANGES; REPEALING THE ORIGINAL SECTIONS 14-101 AND 14-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS; AND REPEALING SECTION 14-106 OF THE CODE OF THE CITY OF MAIZE, KANSAS.

This ordinance incorporates by reference for the purpose of regulating traffic within Maize, Kansas, the "Standard Traffic Ordinances for Kansas Cities, Edition of 2018" as prepared and published by the League of Kansas Municipalities. A copy of this publication will be on file in the office of the City Clerk of the City of Maize, Kansas. In addition, this ordinance amends certain provisions of the Standard Traffic Ordinances that pertain to maximum speed limits in the City of Maize, Kansas.

A complete text of the ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 10100 Grady Avenue, Maize, Kansas. A reproduction of the ordinance is available for not less than seven (7) days following the publication date of this summary at www.cityofmaize.org.

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

Dated: _____, 2018.



Tom Powell, City Attorney

[A Summary of this Ordinance published in the *Clarion*
on the _____ day of _____, 2018.]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, AMENDING SECTIONS 14-101 and 14-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS, PERTAINING TO REGULATING TRAFFIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF MAIZE, KANSAS, INCORPORATING BY REFERENCE THE “STANDARD TRAFFIC ORDINANCES FOR KANSAS CITIES,” EDITION OF 2018, WITH CERTAIN CHANGES; REPEALING THE ORIGINAL SECTIONS 14-101 AND 14-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS; AND REPEALING SECTION 14-106 OF THE CODE OF THE CITY OF MAIZE, KANSAS.

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

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

14-101. INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Maize, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2017 (the "Standard Traffic Ordinance"), prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter modified or changed. No less than one copy of the Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. _____ of the City of Maize, Kansas," with all sections or portions thereof intended to be changed clearly marked to show any such change and to which shall be attached a copy of this ordinance, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.

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

14-102. SECTION 33(a) MAXIMUM SPEEDS. STANDARD TRAFFIC ORDINANCE, EDITION OF 2018, ("Standard Traffic Ordinance") MODIFIED. Section 33(a) Maximum Speeds, Standard Traffic Ordinance, is amended and modified to read: Except as provided in subsection (b) of Section 33 of the Standard Traffic Ordinance, and except when a special hazard exists that requires lower speed for compliance with K.S.A. 8-1557, and amendments thereto, the speed limits specified in this Section 14-102(a) of the Code of the City of Maize, Kansas, will be the maximum lawful speeds, and no person shall operate a vehicle at a speed in excess of the maximum limits specified in this Section 14-102(a):

- (1) Thirty (30) miles per hour on all streets in the City limits other than those listed in this section (a), (2) through (9);
- (2) Twenty (20) miles per hour on all streets as specified in Section 14-203 of the Code of the City;
- (3) Fifty-five (55) miles per hour on 61st Street North from the east City limits to the west City limits;
- (4) Fifty-five (55) miles per hour on 53rd Street North from the east City limits to one-half (1/2) mile west of Tyler Road;
- (5) Forty (40) miles per hour on 53rd Street North from one-half (1/2) mile west of Tyler Road to three-fourths (3/4) mile west of Maize Road;
- (6) Forty-five (45) miles per hour on 53rd Street North from three-fourths (3/4) mile west of Maize Road to one-half (1/2) mile west of 119th Street West;
- (7) Fifty-five (55) miles per hour on 53rd Street North from one-half (1/2) mile west of 119th Street West to the west City limits;
- (8) Fifty-five (55) miles per hour on 45th Street North from the east City limits to Maize Road;
- (9) Forty (40) miles per hour on 45th Street North from Maize Road to 119th Street West;
- (10) Fifty-five (55) miles per hour on 45th Street North from 119th Street West to the west City limits;
- (11) Forty (40) miles per hour on 37th Street North from the east City limits to 119th Street West;
- (12) Fifty-five (55) miles per hour on 37th Street North from 119th Street West to the west City limits;
- (13) Forty (40) miles per hour on Tyler Road from the south City limits to Candlewood Street;
- (14) Forty-five (45) miles per hour on Tyler Road from Candlewood Street to the north City limits;
- (15) Forty-five (45) miles per hour on Maize Road from the south City limits to Hampton Lakes Road;
- (16) Forty (40) miles per hour on Maize Road from Hampton Lakes Road to the westbound on-ramp to Highway K-96;
- (17) Forty-five (45) miles per hour on Maize Road from the westbound on-ramp to Highway K-96 to 61st Street North;
- (18) Fifty-five (55) miles per hour on Maize Road from 61st Street North to the north City limits;
- (19) Fifty-five (55) miles per hour on 119th Street West from 29th Street North to 45th Street North;
- (20) Forty-five (45) miles per hour on 119th Street West from 45th Street North to 53rd Street North;
- (21) Fifty-five (55) miles per hour on 119th Street West from 53rd Street North to the north City limits;
- (22) Fifty-five (55) miles per hour on 135th Street West from the south City limits to the north City limits;
- (23) The maximum speed limits as established in this Section 14-102 and in Section 14-203 are based on an engineering and traffic investigation performed by the City Engineer and determined by the Governing Body of the City to be reasonable and safe under the conditions found to exist on streets and highways in the City, and the Governing Body declares that the maximum speeds for streets and highways as specified in this Section 14-102 and

Section 14-203 of the Code of the City are reasonable and safe maximum limits.

SECTION 3. Repeal. The original Sections 14-101 and 14-102 and repealing Section 14-106 of the Code of the City of Maize, Kansas, are hereby repealed.

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

PASSED by the City Council and APPROVED by the Mayor on this _____ day of _____, 2018.

(SEAL)

DONNA CLASEN, Mayor

ATTEST:

By _____
JOCELYN REID, City Clerk

APPROVED AS TO LEGAL FORM:

By _____
Tom Powell, City Attorney

(PUBLISHED IN THE *CLARION* ON _____, 2018.)

SUMMARY OF ORDINANCE NO. ____

On _____, 2018, the governing body of the City of Maize Kansas, passed an ordinance entitled:

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, AMENDING SECTIONS 11-101 AND 11-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS, INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES," EDITION OF 2018, WITH CERTAIN ADDITIONS AND OMISSIONS, AND REPEALING THE ORIGINAL SECTIONS 11-101 AND 11-102.

This ordinance incorporates by reference for the purpose of regulating public offenses within Maize, Kansas, the "Uniform Public Offense Code for Kansas Cities, Edition of 2018" as prepared and published by the League of Kansas Municipalities. A copy of this publication will be on file in the office of the City Clerk of the City of Maize, Kansas. In addition, this ordinance amends certain provisions of the Uniform Public Offense Code that pertain to unlawful discharge of a firearm and prohibiting smoking in City of Maize, Kansas, facilities.

A complete text of the ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 10100 Grady Avenue, Maize, Kansas. A reproduction of the ordinance is available for not less than seven (7) days following the publication date of this summary at www.cityofmaize.org.

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

Dated: _____, 2018.



Tom Powell, City Attorney

[A Summary of this Ordinance published in the *Clarion*
on the _____ day of _____, 2018.]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MAIZE, KANSAS, AMENDING SECTIONS 14-101 and 14-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS, PERTAINING TO REGULATING TRAFFIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF MAIZE, KANSAS, INCORPORATING BY REFERENCE THE “STANDARD TRAFFIC ORDINANCES FOR KANSAS CITIES,” EDITION OF 2018, WITH CERTAIN CHANGES; REPEALING THE ORIGINAL SECTIONS 14-101 AND 14-102 OF THE CODE OF THE CITY OF MAIZE, KANSAS; AND REPEALING SECTION 14-106 OF THE CODE OF THE CITY OF MAIZE, KANSAS.

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

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

14-101. INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Maize, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2017 (the "Standard Traffic Ordinance"), prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter modified or changed. No less than one copy of the Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. _____ of the City of Maize, Kansas," with all sections or portions thereof intended to be changed clearly marked to show any such change and to which shall be attached a copy of this ordinance, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.

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

14-102. SECTION 33(a) MAXIMUM SPEEDS. STANDARD TRAFFIC ORDINANCE, EDITION OF 2018, ("Standard Traffic Ordinance") MODIFIED. Section 33(a) Maximum Speeds, Standard Traffic Ordinance, is amended and modified to read: Except as provided in subsection (b) of Section 33 of the Standard Traffic Ordinance, and except when a special hazard exists that requires lower speed for compliance with K.S.A. 8-1557, and amendments thereto, the speed limits specified in this Section 14-102(a) of the Code of the City of Maize, Kansas, will be the maximum lawful speeds, and no person shall operate a vehicle at a speed in excess of the maximum limits specified in this Section 14-102(a):

- (1) Thirty (30) miles per hour on all streets in the City limits other than those listed in this section (a), (2) through (9);
- (2) Twenty (20) miles per hour on all streets as specified in Section 14-203 of the Code of the City;
- (3) Fifty-five (55) miles per hour on 61st Street North from the east City limits to the west City limits;
- (4) Fifty-five (55) miles per hour on 53rd Street North from the east City limits to one-half (1/2) mile west of Tyler Road;
- (5) Forty (40) miles per hour on 53rd Street North from one-half (1/2) mile west of Tyler Road to three-fourths (3/4) mile west of Maize Road;
- (6) Forty-five (45) miles per hour on 53rd Street North from three-fourths (3/4) mile west of Maize Road to one-half (1/2) mile west of 119th Street West;
- (7) Fifty-five (55) miles per hour on 53rd Street North from one-half (1/2) mile west of 119th Street West to the west City limits;
- (8) Fifty-five (55) miles per hour on 45th Street North from the east City limits to Maize Road;
- (9) Forty (40) miles per hour on 45th Street North from Maize Road to 119th Street West;
- (10) Fifty-five (55) miles per hour on 45th Street North from 119th Street West to the west City limits;
- (11) Forty (40) miles per hour on 37th Street North from the east City limits to 119th Street West;
- (12) Fifty-five (55) miles per hour on 37th Street North from 119th Street West to the west City limits;
- (13) Forty (40) miles per hour on Tyler Road from the south City limits to Candlewood Street;
- (14) Forty-five (45) miles per hour on Tyler Road from Candlewood Street to the north City limits;
- (15) Forty-five (45) miles per hour on Maize Road from the south City limits to Hampton Lakes Road;
- (16) Forty (40) miles per hour on Maize Road from Hampton Lakes Road to the westbound on-ramp to Highway K-96;
- (17) Forty-five (45) miles per hour on Maize Road from the westbound on-ramp to Highway K-96 to 61st Street North;
- (18) Fifty-five (55) miles per hour on Maize Road from 61st Street North to the north City limits;
- (19) Fifty-five (55) miles per hour on 119th Street West from 29th Street North to 45th Street North;
- (20) Forty-five (45) miles per hour on 119th Street West from 45th Street North to 53rd Street North;
- (21) Fifty-five (55) miles per hour on 119th Street West from 53rd Street North to the north City limits;
- (22) Fifty-five (55) miles per hour on 135th Street West from the south City limits to the north City limits;
- (23) The maximum speed limits as established in this Section 14-102 and in Section 14-203 are based on an engineering and traffic investigation performed by the City Engineer and determined by the Governing Body of the City to be reasonable and safe under the conditions found to exist on streets and highways in the City, and the Governing Body declares that the maximum speeds for streets and highways as specified in this Section 14-102 and

Section 14-203 of the Code of the City are reasonable and safe maximum limits.

SECTION 3. Repeal. The original Sections 14-101 and 14-102 and repealing Section 14-106 of the Code of the City of Maize, Kansas, are hereby repealed.

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

PASSED by the City Council and APPROVED by the Mayor on this _____ day of _____, 2018.

(SEAL)

DONNA CLASEN, Mayor

ATTEST:

By _____
JOCELYN REID, City Clerk

APPROVED AS TO LEGAL FORM:

By _____
Tom Powell, City Attorney

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 20, 2018**

CONSENT AGENDA ITEM #8e

ITEM: MAYER SPECIALTY AGREEMENT

BACKGROUND:

The City has contracted with Mayer Specialty Services, L.L.C for the past three years to provide cleaning and emergency services for the sanitary sewer system.

The agreement before you is a renewal of the previous agreement with Mayer Specialty Services, L.L.C.

The agreement is for 2019 and automatically renews in 2020 and 2021 unless either party has an issue to discuss.

FINANCIAL CONSIDERATIONS:

Cost per linear foot remains the same as the 2018 cost in the previous 3-year contract (\$0.56).

However, the total cost increases due to more sewer lines being cleaned -107,183 feet in 2019-2021 vs. 99,020 feet in 2016-2018.

Money is available for this agreement in the 2019 budget.

LEGAL CONSIDERATIONS:

Approved as to form by the City Attorney

RECOMMENDATION/ACTION:

Approve the agreement with Mayer Specialty Services, L.L.C.

**Sanitary Sewer Maintenance Cleaning/CCTV Inspection Agreement
City of Maize, KS**

Mayer Specialty Services, LLC agrees to perform sanitary sewer maintenance line cleaning for the city as follows:

2019	Clean approx.	40,633	lf	@	\$.56	=	\$22,754.48
	Televise approx.	6,095	lf	of cleaned lines			included
2020	Clean approx.	34,544	lf	@	\$.56	=	\$19,344.64
	Televise approx.	5,182	lf	of cleaned lines			included
2021	Clean approx.	32,006	lf	@	\$.56	=	\$17,923.36
	Televise approx.	4,801	lf	of cleaned lines			included

Footages are approximations. Actual price will be computed utilizing the actual footage cleaned and the per-foot cleaning price. Per foot cleaning price may increase with rising fuel costs at the rate of 2% for every \$.25 of fuel cost increase above \$4.00 per gallon.

- Additional footage may be cleaned at the same rate specified above.
- Additional footage may be televised at the price of \$.90 per lineal foot for lines cleaned in the district and \$1.46 per foot for non-cleaned lines if done during the same cleaning trip.
- Emergency service is available to maintenance customers with timely dispatch of equipment and personnel (see emergency service section in the proposal.)
- Mayer Specialty Services, LLC accepts no responsibility for damage that may occur because of improperly vented structures, pre-existing conditions or anything introduced into the system which is not normal sewage.
- Any disputes regarding this agreement will be decided by arbitration (Construction Industry Arbitration Rules of the American Arbitration Association.)

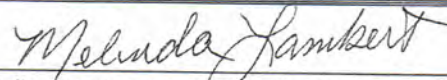
City responsibilities:

- Distribute individual notices to addresses in the affected areas.
- Provide clean water for the jetting process and cleanup.
- Locate, uncover & exercise all manhole lids & provide access for our cleaner to all locations within affected areas, prior to our arrival.
- Provide a dumpsite, within reasonable distance, for deposit of debris removed from the system.
- Defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of improperly vented structures, pre-existing conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful misconduct of Mayer Specialty Services, LLC, all other claims, damages, and expenses that arise or are incurred during the term of this Agreement.

Term:

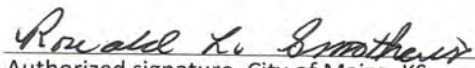
The term of this agreement is three years consisting of three annually renewable calendar periods each ending on December 31. This agreement begins January 1, 2019 and renews each January 1 thereafter through 2021. If approved, work will be performed when we are in the area. **This agreement may be terminated by either party with written notice given 30 days prior to termination.**

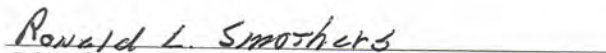
Mayer Specialty Services, LLC



Melinda Lambert – MSS authorized signature 6/7/2018

ACCEPTANCE OF PROPOSAL & NOTICE TO PROCEED


Authorized signature, City of Maize, KS


Printed signature name


Title

Regular Council Meeting Aug 20, 2018
Date

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, AUGUST 20, 2018**

CONSENT AGENDA ITEM 8f

ITEM: Vacation of a portion of a platted drainage easement and a portion of a separately recorded drainage and utility easement (V-01-018).

BACKGROUND: The applicant is requesting to vacate this portion of the above-described easements to allow for the construction of a backyard swimming pool. The swimming pool has been constructed and all affected utilities were relocated at the property owner's expense. The applicant is requesting the vacation in order to remove any encumbrance on the property ensure that the improvements on the property are in compliance with the plat.

At their July 12th meeting, Planning Commission recommended unanimous approval of the vacation. Attached you will find the Staff Report as it was presented to the Planning Commission and supporting documents.

FINANCIAL CONSIDERATIONS: None

LEGAL CONSIDERATIONS: Approved as to form

RECOMMENDATION/ACTION: Approve and authorize the mayor to sign the Vacation Order for V-01-018, authorize staff to file an amendment to the plat with the Sedgwick County Register of Deeds.



APPLICATION FOR VACATION REQUEST

This is an application for a vacation request. The form must be completed in accordance with directions on the accompanying instructions and filed with the Planning Administrator at 123 Khedive, P.O. Box 245, Maize, Kansas 67101-0245 or FAX: (316) 722-0346.

(AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED)

1. NAME OF PROPERTY OWNER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NO.: _____ FAX NO. _____

2. NAME OF AGENT (If applicable) _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NO.: _____ FAX NO. _____

3. COMMON ADDRESS OF PROPERTY FOR REQUESTED VACATION:

NAME OF PLAT OR SUBDIVISION: _____

LOT # _____ BLOCK # _____

4. LEGAL DESCRIPTION OF AREA REQUESTED FOR VACATION:

5. PURPOSE OF VACATION REQUEST: _____

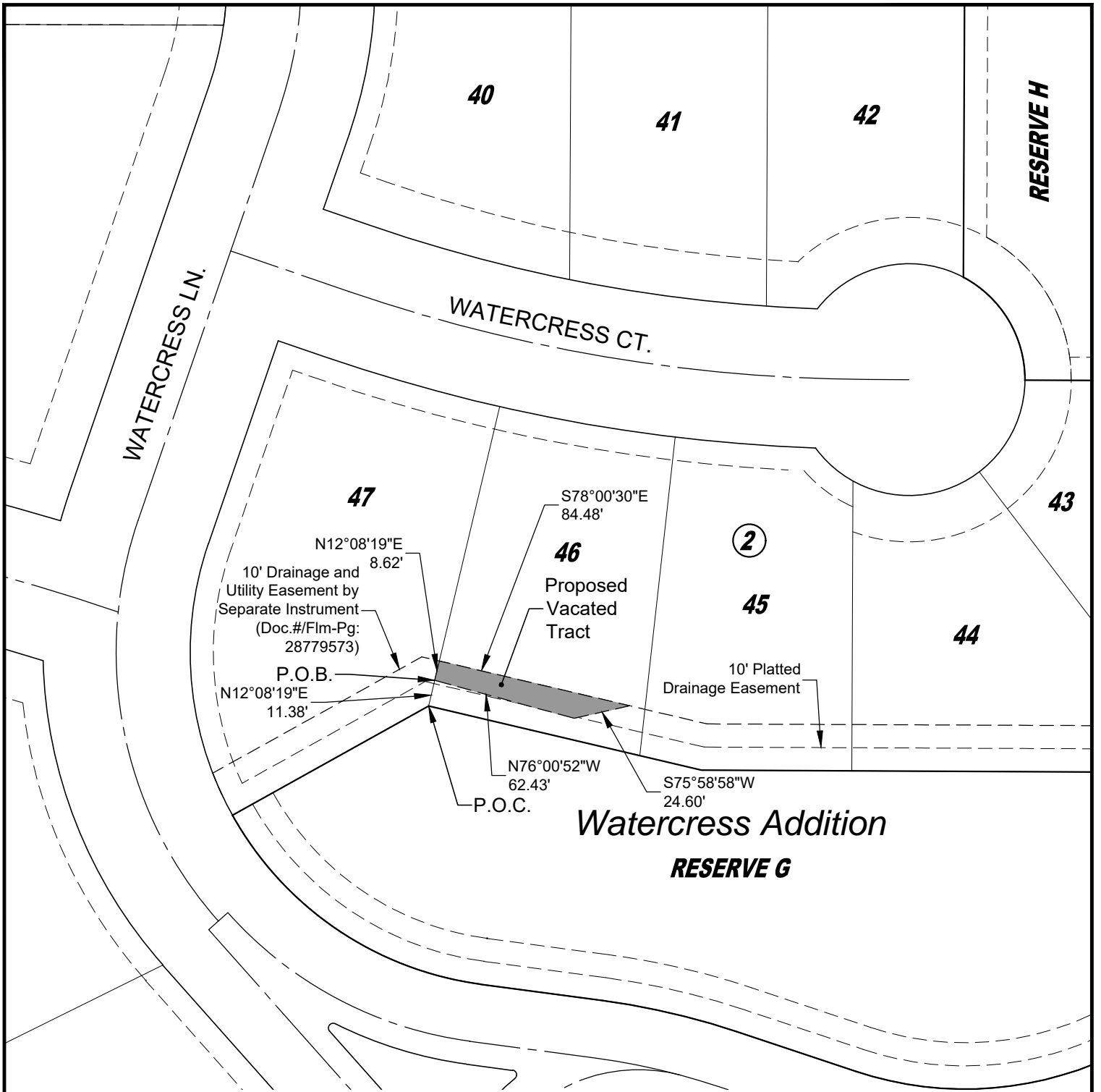
PROPERTY OWNERS SIGNATURE: (attach additional pages if necessary)

**DESCRIPTION OF
VACATION CASE
Lot 46, Block 2, Watercress Addition**

Vacation of portions of a platted Drainage Easement and a Drainage and Utility Easement by Separate Instrument recorded on Doc.#/Flm-Pg: 28779573

A tract of land lying in a portion of Lot 46, Block 2, Watercress Addition, an addition to Maize, Sedgwick County, Kansas, being described as follows:

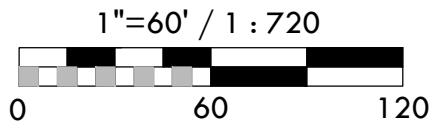
COMMECNING at the southwest corner of said Lot 46; thence along the west line of said Lot 46 on a platted bearing of N12°08'19"E, 11.38 feet to the POINT OF BEGINNING; thence continuing along said west line, N12°08'19"E, 8.62 feet to a point on a north line of a Drainage and Utility Easement recorded on Doc.#/Flm-Pg: 8779573; thence along said north line, S78°00'30"E, 84.48 feet; thence S75°58'58"W, 24.60 feet; thence N76°00'52"W, 62.43 feet to the POINT OF BEGINNING.



- Proposed Vacated Tract

P.O.C. - Point of Commencement

P.O.B. - Point of Beginning



City of Maize, Kansas

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Regular Council Meeting Aug 20, 2018

VACATION EXHIBIT
 LOT 46, BLOCK 2
 WATERCRESS ADDITION

PROJECT NO. 1801010375

DATE: JUNE 2018

SHEET NO.

DRAWN BY: JGD

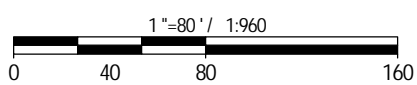
DESIGNED BY: BDL

APPROVED BY: BDL

1 OF 1

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Path: J:\Projects\2018\1801010375_Parnell_Lot_Vacation_Cases\05.Civil\GIS\Ownership Exhibit.mxd



06.01.2018



OWNERSHIP EXHIBIT

WATERCRESS ADDITION

Regular Council Meeting Aug 20, 2018

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The information presented hereon is best available data gathered by MKEC from various outside sources. MKEC does not guarantee the positional accuracy of the data shown. In no event shall MKEC become liable to users of the data presented hereon, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use of the presented data. In using the data presented hereon, users further agree to indemnify, defend, and hold harmless MKEC for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data.





CITY OF MAIZE PLANNING COMMISSION INSTRUCTIONS FOR VACATION REQUEST

1. The Application for Vacation Request must be completed before it can be presented to the City of Maize Planning Commission. All spaces should be filled in or marked as "not applicable", i.e. (N.A.)
2. The completed form should be submitted to the City of Maize Planning Department, PO Box 245, 10100 Grady Avenue Maize, Kansas 67101.
3. Applications for vacation must be accompanied by a filing fee in the amount of \$150.00 (make check payable to "City of Maize").
4. The applicant shall submit an accurate site plan. The site plan shall be drawn to scale and show the location of property lines and buildings, parking areas, driveways and other improvements or facilities which necessitate the Vacation. One (1) 8.5" x 11" or 11" x 17" copy of the site plan shall be submitted. Other plans, drawings or information which the Maize Planning Commission deems necessary to enable proper consideration of the request may be required.
5. The Vacation request will be scheduled for public hearing by the City of Maize Planning Commission. A Planning Commission recommendation for approval will not be placed on the agenda for consideration by the appropriate governing body until such time as all requirements made by the Planning Commission have been met by the applicant. In the event the applicant disagrees with the recommendation or a condition made by the Planning Commission, the Vacation request may be appealed to the appropriate governing body. No Vacation request is final until acted upon by the appropriate governing body.
6. Any dedications, covenants or special documents involved in a Vacation request will be provided to the Planning Commission (in the original form with the owner's original signature) prior to the Vacation request being forwarded to the governing body for final action.
7. Contact Kim Edgington, Planning Administrator with any questions. kedgington@cityofmaize.org
316-644-4494

VACATION REQUEST CHECKLIST OF REQUIRED APPLICATION MATERIALS

- ~ Application form
- ~ Site plan
- ~ Legal description of area to be vacated
- ~ Filing fee

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

IN THE MATTER OF THE VACATION OF

Vacation of portions of a platted Drainage Easement and a Drainage and Utility Easement by Separate Instrument recorded on Doc.#/Flm-Pg: 28779573

A tract of land lying in a portion of Lot 46, Block 2, Watercress Addition, an addition to Maize, Sedgwick County, Kansas, being described as follows:
COMMENCING at the southwest corner of said Lot 46; thence along the west line of said Lot 46 on a platted bearing of N12°08'19"E, 11.38 feet to the POINT OF BEGINNING; thence continuing along said west line, N12°08'19"E, 8.62 feet to a point on a north line of a Drainage and Utility Easement recorded on Doc.#/Flm-Pg: 8779573; thence along said north line, S78°00'30"E, 84.48 feet; thence S75°58'58"W, 24.60 feet; thence N76°00'52"W, 62.43 feet to the POINT OF BEGINNING

)
) **V-01-018**
)
)

GENERALLY LOCATED

3814 N Watercress Ct., Maize KS

VACATION ORDER

NOW on this 20th day of August comes on for hearing the petition for vacation filed by Weslie and Meighan Parnell praying for the vacation of the following described easment, to-wit:

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

1. That due and legal notice has been given by publication as required by law, by publication in The Clarion on June 21, 2018 which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described easement, and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of easement described herein should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 20th day of August, 2018 ordered that the above-described easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Donna Clasen, Mayor

ATTEST:

Jocelyn Reid, City Clerk

Approved as to Form:

Thomas J. Powell, City Attorney

**MAIZE CITY COUNCIL
REGULAR MEETING**

MONDAY, AUGUST 20, 2018

AGENDA ITEM #9A

ITEM: Bond Sale – General Obligation Refunding & Improvement Bonds, Series 2018A

BACKGROUND

On July 16, 2018, the City authorized bids to be taken for its General Obligation Refunding & Improvement Bonds, Series 2018A. The bonds would provide permanent financing for infrastructure improvements (water, sewer, paving) in the Maize Industrial Addition and in the Eagles Nest Addition.

In addition, the city’s Series 2013A & 2013B Bonds would also be refunded as part of this issue. Lower anticipated interest rates would provide savings to the city

FINANCIAL CONSIDERATIONS:

To provide “credit enhancement,” the bonds have been rated by S&P. The city’s current rating of “AA-” has been affirmed for this bond issue.

The “new money portion” of this bond (for the Industrial Park and Eagles Nest) is expected to be paid with special assessments to be levied beginning this year. The 2013A&B refunding portion of this bond issue will continue to be paid from the special assessments levied for those original issues.

The City’s Financial Advisor (Larry Kleeman) is soliciting bids for the bonds – with bids due by 11 AM, August 20, 2018. A bid sheet summarizing the bids received will be distributed at the meeting on Monday.

LEGAL CONSIDERATIONS:

Bond Counsel (Kim Bell & Mitch Walter) has prepared the bond documents by which the City authorizes the issuance of the Series 2018A Bonds and approves related documents.

RECOMMENDATION:

MOTION: Move to accept the low bid from _____.

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

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

ORDINANCE NO. []

OF

THE CITY OF MAIZE, KANSAS

PASSED

AUGUST 20, 2018

**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2018A**

ORDINANCE NO. []

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2018A, OF THE CITY OF MAIZE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

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

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

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Maize Industrial Park, 2 nd Addition - Waterline Improvements	592-17	12-6a01 <i>et seq.</i>	\$ 32,848.93
Maize Industrial Park, 2 nd Addition - Sanitary Sewer Improvements	593-17	12-6a01 <i>et seq.</i>	56,230.39
Maize Industrial Park, 2 nd Addition - Paving Improvements	591-17	12-6a01 <i>et seq.</i>	707,286.24
Eagles Nest Addition Phase 2b – Waterline Improvements	585-16	12-6a01 <i>et seq.</i>	103,520.48
Eagles Nest Addition Phase 2b – Paving Improvements	586-16	12-6a01 <i>et seq.</i>	<u>315,113.96</u>
Total:			<i>\$1,215,000.00</i>

; and

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body now finds and determines that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the general obligation bonds) and related expenses are at least \$[], all of said cost to be paid by the owners of the property within the City benefited by the Improvements, and that the owners of the property benefited by the Improvements have paid \$[] in cash into the City Treasury on account of the Improvements and there is \$[] available in the City Treasury to pay part of said cost, leaving \$[] to be paid for by the issuance of general obligation bonds; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue [] of its general obligation bonds[, together with bid premium thereon,] to pay the costs of the Improvements; and

WHEREAS, the City heretofore issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds and provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the Refunded Bonds; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAIZE, KANSAS, AS FOLLOWS:

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

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

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

“Bond Resolution” means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

“Bonds” means the City's General Obligation Refunding and Improvement Bonds, Series 2018A, dated September 5, 2018, authorized by this Ordinance.

“City” means the City of Maize, Kansas.

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

“Governing Body” means the City Council of the City.

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

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

“Refunded Bonds” means collectively: (a) the Series 2013A Bonds maturing in the years 2019 to 2033, inclusive, in the aggregate principal amount of \$3,045,000; and (b) the Series 2013B Bonds maturing in the years 2019 to 2028, inclusive, in the aggregate principal amount of \$1,445,000.

“Refunded Notes” means a \$1,460,000 portion of the Series 2017A Notes.

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

“**Series 2013B Bonds**” means the City's General Obligation Refunding Bonds, Series 2013B, dated August 29, 2013.

“**Series 2017A Notes**” means the City's General Obligation Temporary Notes, Series 2017A, dated November 29, 2017.

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

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

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding and Improvement Bonds, Series 2018A, of the City in the principal amount of \$5,585,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements, including retiring the Refunded Notes; (b) pay costs of issuance of the Bonds; and (c) refund the Refunded Bonds.

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

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

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

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

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

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

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

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

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the City Council on August 20, 2018 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on August 20, 2018; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the *Clarion* on August 23, 2018.

DATED: August 23, 2018.

Clerk

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(PUBLISHED IN THE *CLARION* ON AUGUST 23, 2018)

SUMMARY OF ORDINANCE NO. [____]

On August 20, 2018, the governing body of the City of Maize, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2018A, OF THE CITY OF MAIZE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2018A Bonds approved by the Ordinance are being issued in the principal amount of \$5,585,000*, to finance certain internal improvements and refund previously issued general obligation bonds of the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 10100 Grady Avenue, Maize, Kansas 67101. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.cityofmaize.org.

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

DATED: August 20, 2018.

City Attorney

RESOLUTION NO. [____]

OF

THE CITY OF MAIZE, KANSAS

ADOPTED

AUGUST 20, 2018

**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2018A**

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RESOLUTION NO. [____]

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2018A, OF THE CITY OF MAIZE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

WHEREAS, the Ordinance authorized the City Council of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$5,585,000* to pay the costs of the Improvements and refund the Refunded Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF the CITY OF MAIZE, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

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

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

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

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

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

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

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

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

“Bonds” or **“Bond”** means the General Obligation Refunding and Improvement Bonds, Series 2018A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

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

“City” means the City of Maize, Kansas.

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

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

“Compliance Account” means the Compliance Account created pursuant to *Section 501* hereof.

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

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

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Refunding and Improvement Bonds, Series 2018A created pursuant to *Section 501* hereof.

“Dated Date” means September 5, 2018.

“Debt Service Account” means the Debt Service Account for General Obligation Refunding and Improvement Bonds, Series 2018A created within the Bond and Interest Fund pursuant to *Section 501* hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

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

“Disclosure Undertaking” means the Issuer’s Omnibus Continuing Disclosure Undertaking, 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 Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

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

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

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

“**Financeable Costs**” means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body 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 pursuant to or referred to in *Section 501* hereof.

“**Governing Body**” means the City Council of the Issuer.

“**Improvement Fund**” means the Improvement Fund for General Obligation Refunding and Improvement Bonds, Series 2018A created pursuant to *Section 501* hereof.

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

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

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be April 1 and October 1 of each year, commencing April 1, 2019.

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

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

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

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

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

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

(a) To the Issuer at:

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

(b) To the Paying Agent at:

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

(c) To the Purchaser:

[Purchaser]
[Address]
[City, State] [Zip]
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

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

“Notice Representative” means:

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

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

“Ordinance” means Ordinance No. [_____] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

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

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

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

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

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

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities

described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

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

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

“Purchaser” means [Purchaser], [City, State], the original purchaser of the Bonds, and any successor and assigns.

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

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

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

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

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

“Refunded Bonds” means collectively: (a) the Series 2013A Bonds maturing in the years 2019 to 2033, inclusive, in the aggregate principal amount of \$3,045,000; and (b) the Series 2013B Bonds maturing in the years 2019 to 2028, inclusive, in the aggregate principal amount of \$1,445,000.

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

“Refunded Bonds Redemption Date” means September 7, 2018.

“Refunded Bonds Resolution” means each ordinance and resolution which authorized the Refunded Bonds.

“Refunded Notes” means a \$1,460,000 portion of the Series 2017A Notes.

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

“Refunded Notes Redemption Date” means October 1, 2018.

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

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 213* 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.

“Series 2013A Bonds” means the Issuer's General Obligation Bonds, Series 2013A, dated March 28, 2013.

“Series 2013B Bonds” means the Issuer's General Obligation Refunding Bonds, Series 2013B, dated August 29, 2013.

“Series 2017A Notes” means the Issuer's General Obligation Temporary Notes, Series 2017A, dated November 29, 2017; issued in the principal amount of 4,260,000.

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

“State” means the state of Kansas.

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

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

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

[“**Term Bonds**” means the Bonds scheduled to mature in the year 2038.]

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

[“**2038 Term Bonds**” means the Bonds scheduled to mature in the year 2038.]

[“**Term Bonds**” means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2038 Term Bonds.]

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$5,585,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements, including retiring the Refunded Notes; (b) pay Costs of Issuance; and (c) refund the Refunded Bonds.

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

[SERIAL BONDS]

Stated Maturity	Principal	Annual Rate	Stated Maturity	Principal	Annual Rate
<u>October 1</u>	<u>Amount</u>	<u>of Interest</u>	<u>October 1</u>	<u>Amount</u>	<u>of Interest</u>
2019	\$	_____ %	2029	\$	_____ %
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		

[TERM BONDS

Stated Maturity	Principal	Annual Rate
<u>October 1</u>	<u>Amount</u>	<u>of Interest</u>
2038	\$ _____	_____ %]

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

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

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

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

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

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

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

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

including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

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

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

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

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

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

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

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge

against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

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

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

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

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

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

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

been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

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

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

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

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

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

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

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

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

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

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

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

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

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated July 16, 2018, is hereby ratified and approved. The Official Statement is hereby authorized to be

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

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

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

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on October 1 in the years 2026, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on October 1, 2025, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

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

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

*

*Final Maturity

(b) [] *Term Bonds.* The [] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall

be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such [] Term Bonds:

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

[]*

*Final Maturity]

[(c) *2038 Term Bonds.*] The 2038 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such 2038 Term Bonds:

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

2038*

*Final Maturity]

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

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than

a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

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

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

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

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

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and improvements financed by the Refunded Bonds 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 balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

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

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

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

ARTICLE V

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

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

- (a) Improvement Fund for General Obligation Refunding and Improvement Bonds, Series 2018A.

- (b) Redemption Fund.
- (c) Debt Service Account for General Obligation Refunding and Improvement Bonds, Series 2018A (within the Bond and Interest Fund).
- (d) Costs of Issuance Account for General Obligation Refunding and Improvement Bonds, Series 2018A.
- (e) Compliance Account.

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

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

- (a) Excess proceeds, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) The sum of \$[] shall be deposited in the Costs of Issuance Account.
- (b) The sum of \$[] shall be deposited in the Redemption Fund.
- (c) The sum of remaining balance of the proceeds derived from the sale of the Bonds (\$) shall be deposited into the Improvement Fund. In addition to such amount the Issuer will apply (a) unexpended temporary note proceeds in the amount of \$[]; and (b) special assessments pre-paid in cash in the amount of \$[] to retire the Refunded Notes.

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

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements 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 Bond 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 Bond 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 Bonds 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 in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body 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 Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds 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 Bonds under State or federal law.

Section 505. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be (a) paid and transferred to the Refunded Bonds Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Bonds on the Refunded Bonds Redemption Date; or (b) paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. The Clerk is authorized and instructed to provide appropriate notices of redemption in accordance with the Refunded Bonds Resolution and Refunded Notes Resolution. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Bonds shall be transferred to the Debt Service Account.

Section 506. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

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

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

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

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

Section 508. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Debt Service Account.

Section 509. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

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

ARTICLE VII

DEFEASANCE

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

ARTICLE VIII

TAX COVENANTS

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

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

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the

examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

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

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

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

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

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

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of

the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

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

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

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

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

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

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

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

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

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may

deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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

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

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Council on August 20, 2018.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on August 20, 2018, as the same appears of record in my office.

DATED: August 20, 2018.

Clerk

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**EXHIBIT A
(FORM OF BONDS)**

REGISTERED
NUMBER ___

REGISTERED
\$

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

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF MAIZE
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND
SERIES 2018A**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: September 5, 2018**

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 the 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, 2019 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month

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

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

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

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

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

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

CITY OF MAIZE, KANSAS

(Facsimile Seal)

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Refunding and Improvement Bonds, Series 2018A, of the City of Maize, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

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

By _____

Registration Number: _____

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Refunding and Improvement Bonds, Series 2018A,” aggregating the principal amount of \$5,585,000* (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-427 *et seq.*, and K.S.A. 12-6a01 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and the improvements financed by the Refunded Bonds 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 balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any

redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

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

LEGAL OPINION

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

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

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

Dated _____

Name

Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Maize, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of September 5, 2018.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (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 Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile) _____
Treasurer of the State of Kansas

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 20, 2018**

AGENDA ITEM #10A

TEM: Villas at Hampton Lakes Petitions and Resolutions of Advisability

BACKGROUND:

The developer for the Villas at Hampton Lakes Addition has submitted petitions for improvements as follows:

Drainage	\$175,000
Paving	\$266,000
Sanitary Sewer	\$ 73,000
Water	<u>\$ 52,000</u>
	\$566,000

FINANCIAL CONSIDERATIONS:

The total costs for these improvements is \$566,000.
This project will be added to the updated 2018 project funding schedule.


LEGAL CONSIDERATIONS:

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

RECOMMENDATION/ACTION:

- 1) Accept the petitions for the Villas at Hampton Lakes Addition in the total amount of \$566,000.
- 2) Adopt the Resolutions of Advisability for the Villas at Hampton Lakes Addition.



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PROJECT NO. 1801010311	DATE: 7/2018		SHEET NO. 78 of 148	DRAWN BY: _____ DESIGNED BY: _____ APPROVED BY: _____




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		<p>PROJECT NO. 1801010311 DATE: 7/2018</p>	<p>SHEET NO. 79 of 148</p>
<p>DRAWN BY:</p>	<p>DESIGNED BY:</p>	<p>APPROVED BY:</p>	



<p>©2015 MKEC Engineering All Rights Reserved www.mkec.com</p> <p>These drawings and their contents, including, but not limited to, all concepts, designs, & ideas are the exclusive property of MKEC Engineering (MKEC), and may not be used or reproduced in any way without the express consent of MKEC.</p>	 <p>MKEC Wichita, KS • 316.684.9600</p>	<p>Villas at Hampton Lakes Addition Benefit District Map - Sanitary Sewer</p>	
		<p>PROJECT NO. 1801010311 DATE: 7/2018</p>	<p>SHEET NO.</p>
<p>DRAWN BY:</p>	<p>DESIGNED BY:</p>	<p>APPROVED BY:</p>	<p>80 of 148</p>



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		PROJECT NO. 1801010311	DATE: 7/2018
DRAWN BY:	DESIGNED BY:	APPROVED BY:	81 of 148

DRAINAGE PETITION

RECEIVED

JUL 25 2018

CITY CLERKS OFFICE

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

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

VILLAS AT HAMPTON LAKES ADDITION

Lots 1 through 13, Block 1;

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

- (a) That there be constructed a drainage system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is **One Hundred Seventy Five Thousand Dollars (\$175,000.00)**, exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after July 1, 2018.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

and/or value:

Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition shall each pay 1/13 of the total cost payable by the improvement district.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>VILLAS AT HAMPTON LAKES ADDITION</u> Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition, an addition to Maize, Sedgwick County, Kansas	HAMPTON LAKES, LLC, A Kansas Limited Liability Company	7-6-18

By: 
Marvin L. Schellenberg, Managing Member

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>VILLAS AT HAMPTON LAKES ADDITION</u> Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition, an addition to Maize, Sedgwick County, Kansas	HAMPTON LAKES COMMERCIAL OWNERS ASSOCIATION	7-6-18

By: 
Marvin L. Schellenberg, Managing Member

**VILLAS AT HAMPTON LAKES ADDITION
DRAINAGE PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
Excavation	10232	CY	\$ 1.00		\$ 10,232.00
Compacted Fill (95% Density)	10232	CY	\$ 0.50		\$ 5,116.00
Curb Inlet, Type 1	6	EA	\$ 3,100.00		\$ 18,600.00
Drop (Double) Inlet	4	EA	\$ 2,600.00		\$ 10,400.00
End Section	3	EA	\$ 2,600.00		\$ 7,800.00
Unsize SWS	900	LF	\$ 45.00		\$ 40,500.00
BMP, Silt Fence	2400	LF	\$ 1.50		\$ 3,600.00
BMP, Construction Entrance	1	EA	\$ 1,200.00		\$ 1,200.00
BMP, Curb Inlet Protection	6	EA	\$ 200.00		\$ 1,200.00
Seeding, Temporary	1	LS	\$ 2,000.00		\$ 2,000.00
Site Clearing & Restoration	1	LS	\$ 7,500.00		\$ 7,500.00
				Contingencies @ 20% +/-	\$ 21,629.60
				Construction Total	\$ 129,777.60
				35% Engineering, Administration, Etc.	\$ 45,422.16
				TOTAL	\$ 175,199.76

For Petition Use \$175,000.00

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

(Published in the *The Clarion* on August 23, 2018)

RESOLUTION NO. _____-18

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 (DRAINAGE IMPROVEMENTS/VILLAS AT HAMPTON LAKES ADDITION).

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

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

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

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

There be constructed a drainage system to serve the area described as the Improvement District, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.

(b) The estimated or probable cost of the proposed Improvements is: \$175,000, exclusive of interest on financing and administrative and financing costs; said estimated cost may be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition; to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (13 lots).

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

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

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

Section 3. Bond Authority; Reimbursement. The Act provides for the 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.

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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on August 20, 2018.

(SEAL)

By: _____
Name: Donna Clasen
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 August 20, 2018, as the same appears of record in my office.

DATED: August 20, 2018.

By: _____
Name: Jocelyn Reid
Title: Clerk

PAVING PETITION

RECEIVED

JUL 25 2018

CITY CLERKS OFFICE

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

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

VILLAS AT HAMPTON LAKES ADDITION

Lots 1 through 13, Block 1;

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

- (a) That there be constructed pavement on Manchester Street from the north edge of Hampton Lakes Street to the northwest corner of Lot 12, Block 1, serving Lot 1, 2, 12 and 13, Block 1, Villas at Hampton Lakes Addition; Paving on Manchester Court from the intersection of Manchester Street and Manchester Court to a point approximately 515 feet west, serving Lots 3 through 9, Block 1, Villas at Hampton Lakes Addition; Paving on Manchester Court from the intersection of Manchester Street and Manchester Court to a point approximately 180 feet east, serving Lots 10 and 11, Block 1, Villas at Hampton Lakes Addition. Construction of sidewalk along the east side of Manchester Street from the north edge of Hampton Lakes Street to the south edge of Manchester Court; Sidewalk along the north side of Manchester Court from the southeast corner of Lot 10, Block 1 to the southwest corner of Lot 6, Block 1; Sidewalk along the west side of Lot 5, Block 1 from the southwest corner of Lot 6, Block 1 continuing south to the north edge of Hampton Lake Street. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement is **Two Hundred Sixty Six Thousand Dollars (\$266,000.00)** exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after July 1, 2018.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part

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

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

Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition shall each pay 1/13 of the total cost payable by the improvement district.

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

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

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


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

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal.


The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>VILLAS AT HAMPTON LAKES ADDITION</u> Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition, an addition to Maize, Sedgwick County, Kansas	HAMPTON LAKES, LLC, A Kansas Limited Liability Company	7-6-18

By: 
Marvin K. Schellenberg, Managing Member

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>VILLAS AT HAMPTON LAKES ADDITION</u> Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition, an addition to Maize, Sedgwick County, Kansas	HAMPTON LAKES COMMERCIAL OWNERS ASSOCIATION	7-6-18

By: 
Marvin L. Schellenberg, Managing Member

**VILLAS AT HAMPTON LAKES ADDITION
PAVING PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
AC Pavement 5" (3" Bit Base)	3,300	SY	\$ 13.50		\$ 44,550.00
Reinforced Crushed Rock Base (6")	3,800	SY	\$ 10.00		\$ 38,000.00
RCVG Pavement (7")	958	SY	\$ 40.00		\$ 38,320.00
Comb. C & G (3 5/8" RL & 1 1/2")	2,035	LF	\$ 10.00		\$ 20,350.00
Sidewalk Concrete (6")	4,336	SF	\$ 3.50		\$ 15,176.00
Wheelchair Ramp Construction	3	EA	\$ 500.00		\$ 1,500.00
Street Signage	1	LS	\$ 2,000.00		\$ 2,000.00
Seeding, Temporary	1	LS	\$ 1,000.00		\$ 1,000.00
Pavement Markings, Striping & Handicap Sym.	1	LS	\$ 2,000.00		\$ 2,000.00
Site Clearing & Restoration	1	LS	\$ 1,000.00		\$ 1,000.00
				Contingencies @ 20% +/-	\$ 32,779.20
				Construction Total	\$ 196,675.20
				35% Engineering, Administration, Etc.	\$ 68,836.32
				TOTAL	\$ 265,511.52

For Petition Use \$266,000.00

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

(Published in the *The Clarion* on August 23, 2018)

RESOLUTION NO. _____-18

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

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

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

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

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

There be constructed pavement on Manchester Street from the north edge of Hampton Lakes Street to the northwest corner of Lot 12, Block 1, serving Lot 1, 2, 12 and 13, Block 1, Villas at Hampton Lakes Addition; Paving on Manchester Court from the intersection of Manchester Street and Manchester Court to a point approximately 515 feet west, serving Lots 3 through 9, Block 1, Villas at Hampton Lakes Addition; Paving on Manchester Court from the intersection of Manchester Street and Manchester Court to a point approximately 180 feet east, serving Lots 10 and 11, Block 1, Villas at Hampton Lakes Addition. Construction of sidewalk along the east side of Manchester Street from the north edge of Hampton Lakes Street to the south edge of Manchester Court; Sidewalk along the north side of Manchester Court from the southeast corner of Lot 10, Block 1 to the southwest corner of Lot 6, Block 1; Sidewalk along the west side of Lot 5, Block 1 from the southwest corner of Lot 6, Block 1 continuing south to the north edge of Hampton Lake Street. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas. Drainage to be installed where necessary.

(b) The estimated or probable cost of the proposed Improvements is: \$266,000, exclusive of interest on financing and administrative and financing costs; said estimated cost may be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition; to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (13 lots).

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

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

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

Section 3. Bond Authority; Reimbursement. The Act provides for the 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.

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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on August 20, 2018.

(SEAL)

By: _____
Name: Donna Clasen
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 August 20, 2018, as the same appears of record in my office.

DATED: August 20, 2018.

By: _____
Name: Jocelyn Reid
Title: Clerk

SANITARY SEWER PETITION

RECEIVED
JUL 25 2018

CITY CLERKS OFFICE

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

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

VILLAS AT HAMPTON LAKES ADDITION

Lots 1 through 13, Block 1;

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is **Seventy Three Thousand Dollars (\$73,000.00)**, exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after July 1, 2018.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

and/or value:

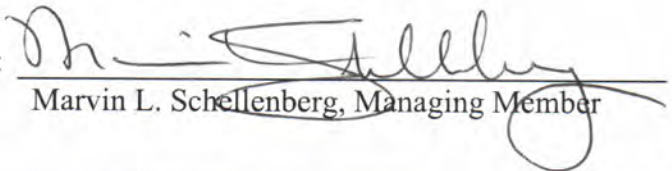
Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition shall each pay 1/13 of the total cost payable by the improvement district.

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

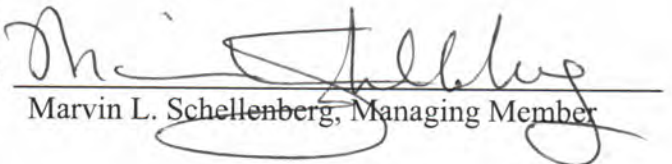
2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>VILLAS AT HAMPTON LAKES ADDITION</u> Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition, an addition to Maize, Sedgwick County, Kansas	HAMPTON LAKES, LLC, A Kansas Limited Liability Company	7-6-18

By: 
Marvin L. Schellenberg, Managing Member

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>VILLAS AT HAMPTON LAKES ADDITION</u> Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition, an addition to Maize, Sedgwick County, Kansas	HAMPTON LAKES COMMERCIAL OWNERS ASSOCIATION	7-6-18

By: 
Marvin L. Schellenberg, Managing Member

**VILLAS AT HAMPTON LAKES ADDITION
SANITARY SEWER PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
Manhole, Standard SS (4')	3	EA	\$ 4,000.00		\$ 12,000.00
Manhole, Doghouse SS (4')	1	EA	\$ 5,000.00		\$ 5,000.00
Pipe, SS 8"	600	LF	\$ 25.00		\$ 15,000.00
Fill, Sand (Flushed & Vibrated)	50	LF	\$ 20.00		\$ 1,000.00
4" Riser	2	EA	\$ 2,500.00		\$ 5,000.00
Seeding, Temporary	1	LS	\$ 1,000.00		\$ 1,000.00
BMP, Construction Entrance	1	EA	\$ 1,000.00		\$ 1,000.00
Testing	1	LS	\$ 5,000.00		\$ 5,000.00
				Contingencies @ 20% +/-	\$ 9,000.00
				Construction Total	\$ 54,000.00
				35% Engineering, Administration, Etc.	\$ 18,900.00
				TOTAL	\$ 72,900.00

For Petition Use \$73,000.00

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

(Published in the *The Clarion* on August 23, 2018)

RESOLUTION NO. _____-18

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

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

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

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

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

There be constructed a lateral sanitary sewer to serve the area described as the Improvement District, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.

(b) The estimated or probable cost of the proposed Improvements is: \$73,000, 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:

Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition; to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (13 lots).

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

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

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

Section 3. Bond Authority; Reimbursement. The Act provides for the 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.

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

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ADOPTED by the governing body of the City on August 20, 2018.

(SEAL)

By: _____
Name: Donna Clasen
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 August 20, 2018, as the same appears of record in my office.

DATED: August 20, 2018.

By: _____
Name: Jocelyn Reid
Title: Clerk

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Maize, Kansas

RECEIVED

JUL 25 7 01 18

CITY CLERK'S OFFICE

Dear Council Members:

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

VILLAS AT HAMPTON LAKES ADDITION

Lots 1 through 13, Block 1;

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is **Fifty Two Thousand Dollars (\$52,000.00)** exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after July 1, 2018.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition shall each pay 1/13 of the total cost payable by the improvement district.

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

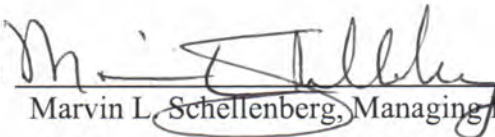
2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

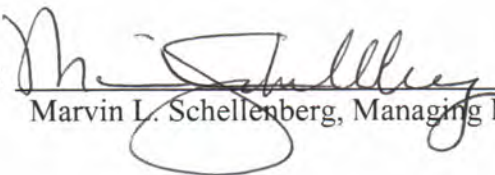
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>VILLAS AT HAMPTON LAKES ADDITION</u> Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition, an addition to Maize, Sedgwick County, Kansas	HAMPTON LAKES, LLC, A Kansas Limited Liability Company	7-6-18

By: 
Marvin L. Schellenberg, Managing Member

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>VILLAS AT HAMPTON LAKES ADDITION</u> Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition, an addition to Maize, Sedgwick County, Kansas	HAMPTON LAKES COMMERCIAL OWNERS ASSOCIATION	7-6-18

By: 
Marvin L. Schellenberg, Managing Member

**VILLAS AT HAMPTON LAKES ADDITION
WATER PETITION
COST ESTIMATE**

DESCRIPTION	QUANTITY	Unit	Std Unit Price	Custom Unit Price	Extension
WL Pipe 8"	1263	LF	\$ 15.00		\$ 18,945.00
Tapping Sleeve & Valve 8"	1	EA	\$ 3,000.00		\$ 3,000.00
Valve Assembly 8"	2	EA	\$ 1,000.00		\$ 2,000.00
Fire Hydrant Assembly	2	EA	\$ 2,500.00		\$ 5,000.00
Seeding, Temporary	1	LS	\$ 1,000.00		\$ 1,000.00
Blow off Valve Assembly 8"	2	EA	\$ 1,000.00		\$ 2,000.00
				Contingencies @ 20% +/-	\$ 6,389.00
				Construction Total	\$ 38,334.00
				35% Engineering, Administration, Etc.	\$ 13,416.90
				TOTAL	\$ 51,750.90

For Petition Use \$52,000.00

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

(Published in the *The Clarion* on August 23, 2018)

RESOLUTION NO. ____-18

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

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

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

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

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

That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described as the Improvement District, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.

(b) The estimated or probable cost of the proposed Improvements is: \$52,000, 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:

Lots 1 through 13, Block 1; Villas at Hampton Lakes Addition; to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (13 lots).

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

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

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

Section 3. Bond Authority; Reimbursement. The Act provides for the 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.

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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on August 20, 2018.

(SEAL)

By: _____

Name: Donna Clasen

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 August 20, 2018, as the same appears of record in my office.

DATED: August 20, 2018.

By: _____

Name: Jocelyn Reid

Title: Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
WEDNESDAY, August 20, 2018**

AGENDA ITEM #10B

ITEM: ANNEXATION ORDINANCE

BACKGROUND:

The City received a signed "consent to annex form" from the "Russell Investments, LC". Jay Russell, property owner, signed the requesting annexation consent form.

A title search, conducted by Security First Title Company, listed the property as belonging to "Russell Investments, LC".

The approximate 68.99 acres of land is located north of 53rd Street east of K-96 highway. *(map attached)*

The land to be annexed adjoins the City limits of Maize and is eligible for annexation pursuant to K.S.A 12-520.

With Council approval the Annexation Ordinance, the ordinance will be published in the Clarion Newspaper and the property will become a part of Maize.

FINANCIAL CONSIDERATIONS:

None.

LEGAL CONSIDERATIONS:

The city attorney has approved the ordinance as to form.

RECOMMENDATION/ACTION:

Approve the Annexation Ordinance and authorize the Mayor to sign.



MAIZE RD

MAIZE RD

63RD ST N

Mile 279

Mile 279.2

Mile 279.2

Mile 279.4

Mile 279.4

Published in the Mount Hope Clarion on the ___ day of ____, 2018

Ordinance No. _____
Russell Investments, L.C.

AN ORDINANCE ANNEXING LAND TO THE CITY OF MAIZE, KANSAS.

RECITALS

The following described land adjoins the City of Maize, Kansas (the City);

A written consent to annexation of the following described land, signed by the owner of record, has been filed with the City pursuant to K.S. A. 12-520; and

The governing body of the City finds it advisable to annex the below described land.

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

Section 1. Annexation. The following described land is annexed and made a part of the City of Maize, to-wit:

E 1/2 SW 1/4 EXC BEG SW COR E 1/2 E750 FT N 592.27 FT W 419.46 FT NW 786.68 FT S 1306.1 FT TO BEG SEC 17-26-1W

Section 2. Publication. This ordinance shall be published once in the official City newspaper.

Section 3. Effective Date. This Ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the City Council and Approved by the Mayor on the _____ day of _____, 2018.

Donna Clasen, Mayor

ATTEST:

Jocelyn Reid, City Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 20, 2018**

AGENDA ITEM #10C

ITEM: **Carriage Crossing Storm Water Drain Petition and Resolution of Advisability**

BACKGROUND:

The developer for the Carriage Crossing Addition has submitted a petition for storm water drainage improvements in the amount of \$289,000

FINANCIAL CONSIDERATIONS:

This project will be added to the updated 2018 project funding schedule.

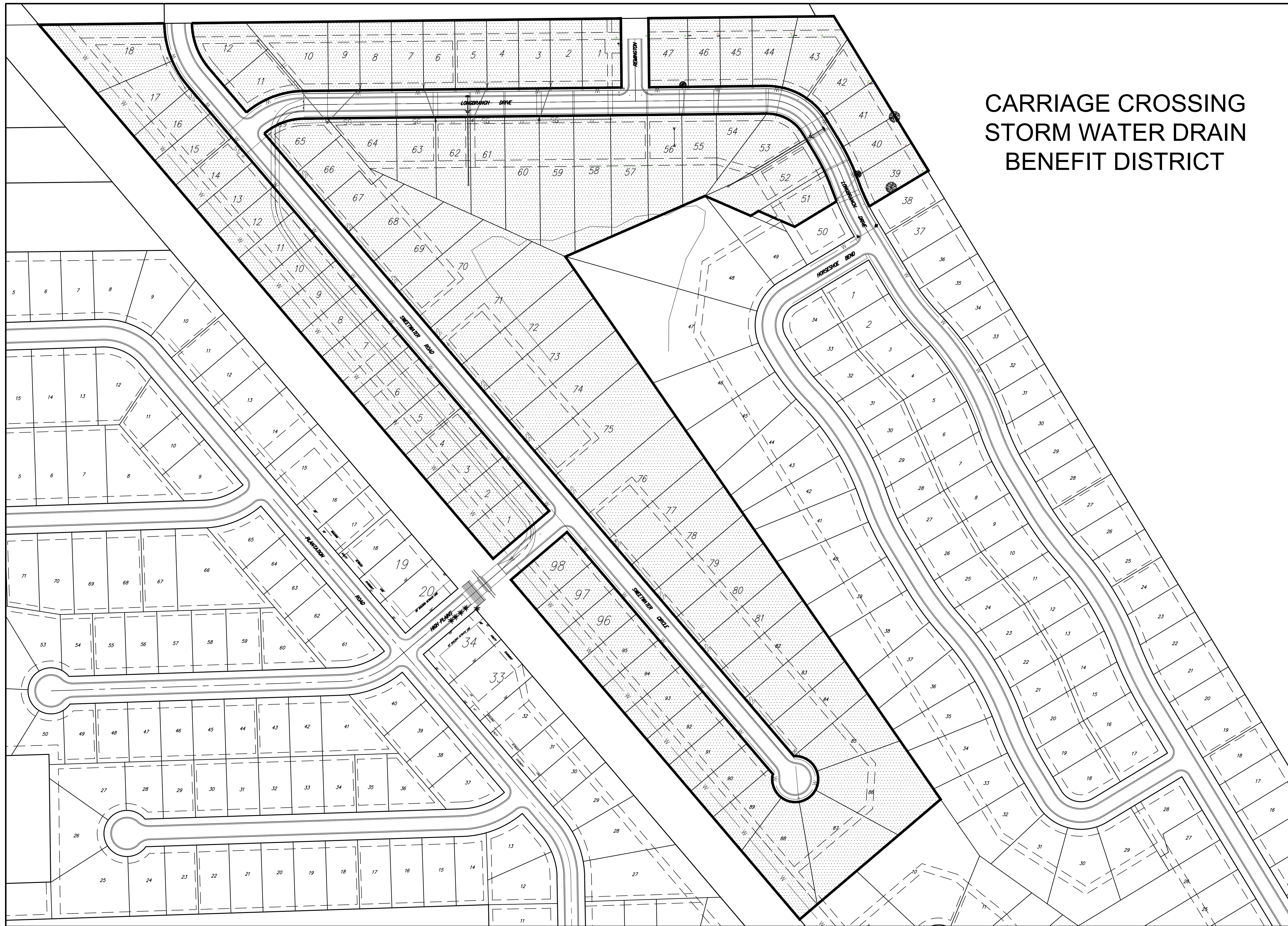
LEGAL CONSIDERATIONS:

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

RECOMMENDATION/ACTION:

- 1) Accept the petition for the Carriage Crossing Addition storm water drainage in the amount of \$289,000.

- 2) Adopt the Resolution of Advisability for the Carriage Crossing Addition storm water drainage.



CARRIAGE CROSSING STORM WATER DRAIN BENEFIT DISTRICT



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GARVER, LLC OR EXPLICITLY
ALLOWED IN THE GOVERNING
PROFESSIONAL SERVICES
AGREEMENT FOR THIS WORK.

REV.	DATE	DESCRIPTION	BY

CLIENT NAME
CLIENT NAME
CITY, STATE

PROJECT NAME
PROJECT NAME
PROJECT NAME

JOB NO.: #####
DATE: MONTH YEAR
DESIGNED BY:
DRAWN BY:

BAR IS ONE INCH ON
ORIGINAL DRAWING
0" = 1"
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER

SHEET
NUMBER

STORM WATER DRAIN PETITION ESTIMATE

Carriage Crossing - Phase 6					7/26/2018
Maize, Kansas					
Item	Quantity		Unit Price	Total	
Excavation	65000	cy	\$3.00	\$195,000.00	
Project Seeding	13.8	acres	\$1,000.00	\$13,800.00	
Erosion Control BMP, Construction Entrance	1	LS	\$3,500.00	\$3,500.00	
Site Clearing & Restoration	1	LS	\$10,000.00	\$10,000.00	
			Sub-total	\$222,300.00	
Engineering, etc. (30%)				\$66,690.00	
			Total	\$288,990.00	

PETITION AMOUNT

letter of credit

\$289,000.00

\$101,150.00

Benefit District

Lots 51-98, Block 5

Lots 39-47, Block 6

Lots 1-12, Block 8

Lots 1-18, Block 9

Total Lots

No. Lots

48

9

12

18

87

Cost per Lot

\$3,321.84

RECEIVED
AUG 02 2018
CITY ENGINEER'S OFFICE

PETITION FOR STORM WATER DRAIN

To the Mayor and City Council, Maize, Kansas (the "City")

Dear Council Members:

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

Carriage Crossing Addition

Lots 51-98, Block 5
Lots 39-47, Block 6
Lots 1-12, Block 8
Lots 1-18, Block 9

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

- (a) That a storm water drain system consisting of mass grading and pond excavation shall be constructed to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Two Hundred Eighty Nine Thousand Dollars (\$289,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after July 1, 2018.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement.
- (d) If this improvement is abandoned, altered and/or constructed privately in part or whole precluding building this improvement under the authority of this petition, any costs that the City of Maize incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Maize to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

That the following described lots and tracts situated in **Carriage Crossing Addition**, Maize, Sedgwick County, Kansas shall each pay **1/87** of the total cost payable by the improvement district:

Carriage Crossing Addition

Lots 51-98, Block 5
Lots 39-47, Block 6
Lots 1-12, Block 8
Lots 1-18, Block 9

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

Carriage Crossing Addition

Lots 51-98, Block 5
Lots 39-47, Block 6
Lots 1-12, Block 8
Lots 1-18, Block 9



BATC, LLC

7/30/18

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

(Published in *The Clarion* on August 23, 2018)

RESOLUTION NO. ____-18

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 (STORM WATER DRAIN IMPROVEMENTS/CARRIAGE CROSSING ADDITION).

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

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

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

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

That a storm water drain system consisting of mass grading and pond excavation be constructed to serve the area described as the Improvement District, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.

(b) The estimated or probable cost of the proposed Improvements is: \$289,000, 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:

Lots 51 through 98, Block 5,
Lots 39 through 47, Block 6,
Lots 1 through 12, Block 8, and
Lots 1 through 18, Block 9;

Carriage Crossing Addition
to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is fractional: each lot in the Improvement District shall pay 1/87 of the total costs of the Improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

Section 3. Bond Authority; Reimbursement. The Act provides for the 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.

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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on August 20, 2018.

(SEAL)

By: _____

Name: Donna Clasen

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 August 20, 2018, as the same appears of record in my office.

DATED: August 20, 2018.

By: _____

Name: Jocelyn Reid

Title: Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 20, 2018**

AGENDA ITEM # 10D

**ITEM: Carriage Crossing Addition Phase 6 Storm Water Drainage
Engineering Contract**

BACKGROUND:

The developer for the Carriage Crossing Addition is ready to start storm water drainage improvements.

A contract from Garver, LLC for engineering services is presented to Council for approval.

The petition and resolution for storm water drainage improvements were approved in Item 10C.

FINANCIAL CONSIDERATIONS:

Cost is \$18,900 for design services and \$19,800 for construction services.
This project will be included in the 2018 bond project funding that will be finalized later this year.

LEGAL CONSIDERATIONS:

The City Attorney has approved the contract as to form.

RECOMMENDATION/ACTION:

Approve the Garver, LLC contract in amounts not to exceed \$18,900 for design and \$19,800 for construction services and authorize the Mayor to sign.



**AGREEMENT FOR PROFESSIONAL SERVICES
City of Maize, Kansas
10100 W Grady Avenue, Maize, Kansas 67101
Project: Carriage Crossing Addition Phase 6 Improvements**

RECITALS

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Maize, Kansas**, hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to make the following improvements:

Phase 6 Improvements to serve Carriage Crossing Addition, including the following:

Project 1: Storm Water Drain Project – Carriage Crossing Detention Pond Improvements

GARVER will provide professional services related to the improvements stated above as described in this Agreement.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered.

TERMS AND CONDITIONS

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in this Agreement and Appendix A. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

Garver will provide engineering design services as described in this Agreement and in Appendix A to this Agreement for each of the Projects listed above.

SECTION 3 - PAYMENT

- 3.1 For the work described in this Agreement and Appendix A (except for geotechnical services and as may be modified for additional services required), the Owner will pay GARVER on a not-to-exceed lump sum basis for engineering design services, not to exceed \$18,900, and on an hourly rate for construction staking and inspection hourly rate services, not to exceed a total of \$19,800.



Carriage Crossing Phase 6 Improvements	FEE AMOUNT	FEE TYPE
<i>Engineer Design Services</i>		
Design, Project No. 1	\$18,900	Lump Sum
<i>Hourly Rate Services</i>		
Construction Staking, Project No. 1	\$5,600	Hourly, (Rate Schedule)
Construction Inspection, Project No. 1	\$14,200	Hourly, (Rate Schedule)
TOTAL NOT-TO-EXCEED FEE	\$38,700	

3.2 Lump Sum Payment

As compensation for the performance of engineer design services required by this Agreement, the Owner shall pay GARVER as detailed in Section 3.3, a lump sum payment of \$18,900 as detailed in Appendix C.

3.3 Monthly Invoices (Lump Sum)

GARVER will submit printed monthly statements for performance of lump sum professional services rendered related to lump sum services. Monthly progress billing will be supported by documentation acceptable to the Owner and will include a Project Bar Chart or other suitable progress chart indicating progress on the Project and a record of the time period to complete the work, the time elapsed, and the time period that remains to complete the work. Billings submitted during the progress of the work will be paid on the basis of satisfactory completion of major project tasks as outlined in Appendix A. Payment will be subject to a determination by the City Engineer for the Owner that the major tasks are satisfactorily completed.

3.4 Monthly Invoices (Hourly Rate)

- (a) For Construction Staking and Construction Phase Services (Hourly Rate Services), the Owner will pay GARVER for time spent on the Project, at the hourly rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The amount paid to GARVER for Construction Staking Services, Construction Phase Services and expenses is not to exceed \$19,800.
- (b) GARVER will submit printed monthly statements for performance of hourly services rendered and reimbursable expenses incurred. Monthly payments will be based on the amount of hourly work performed in the preceding month. The monthly statements will contain the following information: name and title of person who performed the work; description of work performed; date work was performed; hours of work performed on each date a person performed work in not less than 1/6 of an hour increments; and the hourly rate of the person who performed the work.

3.5 For the Construction Phase Services, expenses other than salary costs that are directly attributable to performance of GARVER's professional services will be billed as follows:

- 1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.



2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
5. \$15.00 per hour for GPS and Robotic Total Station survey equipment use.

The lump sum, hourly rate and expenses combined will not exceed \$38,800. Should it be determined that Geotechnical Services are required on this project, the Owner will negotiate and directly contract with an approved Geotechnical Consultant as a subconsultant to the City of Maize.

Payments contemplated by Section 3.3 and Section 3.4 not received within 60 days after an invoice has been approved by the Owner's Engineer, will be subject to a one percent monthly simple interest charge.

3.6 Additional Services (Extra Work)

For work not described or included in this Agreement and Appendix A but requested by the Owner's governing body in writing, the Owner will pay GARVER, for time spent on the project, at the hourly rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary staking and inspection services.
3. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
4. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
5. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
6. Owner will not hire any of GARVER's employees and GARVER will not hire any of Owner's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's "instruments of service" provided by this Agreement consist of the printed hard copy reports, drawings, and specifications issued for the Project, and electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard



copies and electronic media of the instruments of service. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER retains ownership of the instruments of service. The Owner is granted a perpetual license to the instruments of service for the purpose of operation and maintenance of the Project, the modification, extension or expansion of the Project, or on any other Owner project. The Owner will indemnify GARVER and GARVER Consultant from and against claims, liabilities, damages or losses that arise from negligent acts, errors or omissions from Owner's use of the instruments of service for the purpose of modification, extension or expansion of the Project or use on any other Owner project.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids, or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 (not used)

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:



Workers Compensation & Employers' Liability	
Workers Compensation	Statutory Limit
E.L. each accident	\$ 1,000,000
E.L. disease – each employee	\$ 1,000,000
E.L. disease – policy limit	\$ 1,000,000
Automobile Liability	
Combined Single Limit (each accident)	\$ 1,000,000
Commercial General Liability	
Each occurrence	\$ 1,000,000
Damage to rented premises (each occurrence)	\$ 300,000
Medical expenses (any one person)	\$ 10,000
Personal and adv injury	\$ 1,000,000
General aggregate	\$ 2,000,000
Products – comp/op aggregate	\$ 2,000,000
Professional Liability – primary claims made – each claim	\$ 2,000,000
Umbrella Liability	
Each occurrence	\$10,000,000
Aggregate	\$10,000,000

Prior to starting work, GARVER shall furnish the Owner with a certificate of insurance that shows GARVER is covered by an insurance policy or policies that include the above types of insurance coverage in amounts equal or greater than the amounts set forth above. The certificate(s) of insurance will contain a provision that provides the Owner will be notified 30 days in advance of an event that terminates or modifies the insurance coverage identified above.

5.5 Records

GARVER will retain all pertinent records for a period of five years beyond completion of the project. Owner may have access to such records during normal business hours.

After completion of each work assignment for the Project, and prior to final payment, GARVER shall deliver to the Owner all original documentation prepared under this Contract (instruments of service), and one (1) set of the record drawing Construction Plans updated to reflect changes. In the event the Owner does not have proper storage facilities for the protection of the original Drawings, the Owner may request GARVER to retain the Drawings with the provision that they will be made available upon written request.

5.6 Indemnity Provision

Subject to the Limits of Insurance set forth in Section 5.4, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

5.7 (not used)

5.8 Limitation of Liability

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor GARVER shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in



connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases GARVER, and GARVER releases Owner, from any such liability.

5.9 (not used)

5.10 (not used)

SECTION 6 - CONTROL OF SERVICES

This Contract will be governed in conformance with the laws of the State of Kansas. Any lawsuit filed under this contract will be filed in a court of law located in Sedgwick County, Kansas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – MISCELLANEOUS

- 8.1** GARVER covenants and represents that it will be responsible for the professional and technical accuracies of work furnished by GARVER under this Agreement.
- 8.2** GARVER will comply with all federal, state and local laws, ordinances and regulations applicable to the Project, including Title VI of the Civil Rights Act of 1964. Further conditions concerning non-discrimination shall be as outlined in Appendix C attached to this contract.
- 8.3** GARVER will designate a Project Manager and/or Project Engineer for the coordination of the work that this contract requires GARVER to perform. GARVER agrees to advise the Owner, in writing, of the person(s) designated as Project Manager and/or Project Engineer not later than five (5) days following the issuance of the notice to proceed on the work required by this contract. GARVER shall also advise the Owner of any changes to the person(s) designated as Project Manager and/or Project Engineer. Written notification shall be provided by GARVER to the Owner for any changes exceeding one week in length of time.
- 8.4** In the event of unavoidable delays in the progress of the work required by this contract, reasonable extensions of the time allotted for the work will be granted by Owner; provided, however, that GARVER shall request extensions in writing, giving the reasons for the requested extensions.
- 8.5** This contract and all contracts entered into under the provisions of this contract shall be binding upon GARVER and Owner and their successors and assigns.



- 8.6 Neither the Owner's review, approval or acceptance of, nor payment for any of the work or services required to be performed by GARVER under this contract or any cause of action arising out of the performance of this contract shall be construed to operate as a waiver of any right under this contract or any cause of action arising out of the performance of this contract.
- 8.7 The rights and remedies of the Owner provided for under this contract are in addition to any other rights and remedies provided by law.

SECTION 9 – APPENDICES AND EXHIBITS

- 9.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 9.1.1 Appendix A – Scope of Services
 - 9.1.2 Appendix B – Hourly Rate Schedule
 - 9.1.3 Appendix C – Non-discrimination Provisions
- 9.2 This Agreement (consisting of Pages 1 to 12, inclusive) together with the work orders and Appendices A, B and C identified above constitute the entire agreement between the Owner and GARVER and supersede all prior written or oral understandings. This Agreement and the Appendices may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by the Owner's Mayor and an authorized representative of GARVER.

[The remainder of this page is intentionally blank.]



Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF MAIZE, KANSAS

GARVER, LLC

By: _____
Signature

By: *Christopher Bohm*
Signature

Name: Donna Clasen
Printed Name

Name: Christopher Bohm
Printed Name

Title: Mayor

Title: Senior Project Manager

Date: _____

Date: _____

Attest: _____

Attest: *Kenneth W. Lee*

Name: Jocelyn Reid

Kenneth W. Lee

Title: City Clerk

Senior Project Manager



APPENDIX A – SCOPE OF SERVICES:

Design Services:

- Provide a topographic design survey of the subject property including pavement match elevations and the location and depth of utility lines to which this project will connect.
- Determine the location of utility lines as marked on the site by Kansas-One-Call.
- Design improvements to the site consisting of plans for paving and associated earthwork, drainage, water line, and sanitary sewer extensions per the requirements of the Maize City Engineer.
- Prepare complete plan sets for the projects, including construction documents, specifications, and bid forms.
- Schedule a bid date and time coordinated with the City for a public bid opening for the projects.
- Assist the City with the bid letting of the project.

Pre-Construction Activities:

- Work with the Contractor to establish a work schedule for the project.
- Receive and review shop drawings and material submittals from the Contractor.
- Verify that all on-site underground utility lines have been marked by Kansas One-Call, and arrange for the Contractor to relocate utility lines that may be in conflict with the project.
- Field check all materials on site to assure compliance with the specifications.
- Notify adjacent property owners concerning construction operations.
- Review and coordinate traffic control measures prior to construction.

Construction Operations – Staking and Inspection

- Construction staking of the project, consisting of tacked hubs at a specified offset from the pipe at fifty-foot intervals and inflection points and appurtenances for the length of the project. Culvert pipes will be staked for location and flow elevation.
- Check traffic control measures prior to construction.
- Verify drainage ditches for alignment and grade.
- Check trench width and depth.
- Check that proper trenching methods are being used.
- Ensure that proper care is taken when connecting to existing structures.
- Check that the bedding material meets pipe requirements and trench conditions.
- Check for pipe alignment and grade.
- Check pipe joints and fittings for proper placement.
- Check that pipe backfill meets compaction requirements.
- Ensure that site restoration (driveway removal, yard restoration, street restoration, etc.) is completed properly.
- Revise the original plans to reflect the as-built elevations and appurtenance locations.
- Complete all inspection logs, and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.
- Coordinate water sampling and testing. Testing cost for water samples will be treated as a pass through cost on the project.
- Observation of pipe testing performed by the Contractor, including pressure testing.



The list of inspection items presented here provides an outline of the duties and the responsibilities of GARVER prior to and during construction of this project, but cannot detail all of the contingencies that may arise during the construction. The engineer in charge of inspection must be able to deal with a variety of circumstances that may arise during the construction process.

GARVER will have a representative onsite during the construction operations as deemed necessary for GARVER to acknowledge that the project was built in substantial conformance with the plans and specifications. GARVER understands that the Owner does not desire full-time construction inspection, but acknowledges that the project engineer will have discretion to determine what times during construction his presence is necessary.

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APPENDIX B – HOURLY RATE SCHEDULE

Garver Hourly Rate Schedule: July 2018 - June 2019

Classification	Rates
Engineers / Architects	
E-1.....	\$ 105.00
E-2.....	\$ 122.00
E-3.....	\$ 148.00
E-4.....	\$ 173.00
E-5.....	\$ 210.00
E-6.....	\$ 264.00
E-7.....	\$ 351.00
Planners / Environmental Specialist	
P-1.....	\$ 127.00
P-2.....	\$ 159.00
P-3.....	\$ 198.00
P-4.....	\$ 225.00
P-5.....	\$ 261.00
P-6.....	\$ 297.00
P-7.....	\$ 359.00
Designers	
D-1.....	\$ 99.00
D-2.....	\$ 115.00
D-3.....	\$ 137.00
D-4.....	\$ 159.00
Technicians	
T-1.....	\$ 77.00
T-2.....	\$ 97.00
T-3.....	\$ 119.00
Surveyors	
S-1.....	\$ 47.00
S-2.....	\$ 62.00
S-3.....	\$ 84.00
S-4.....	\$ 120.00
S-5.....	\$ 159.00
S-6.....	\$ 181.00
2-Man Crew (Survey).....	\$ 192.00
3-Man Crew (Survey).....	\$ 239.00
2-Man Crew (GPS Survey).....	\$ 315.00
3-Man Crew (GPS Survey).....	\$ 395.00
Construction Observation	
C-1.....	\$ 93.00
C-2.....	\$ 119.00
C-3.....	\$ 146.00
C-4.....	\$ 179.00
Management/Administration	
M-1.....	\$ 359.00
X-1.....	\$ 60.00
X-2.....	\$ 82.00
X-3.....	\$ 114.00
X-4.....	\$ 145.00
X-5.....	\$ 178.00
X-6.....	\$ 227.00
X-7.....	\$ 270.00

Agreement for Professional Services



APPENDIX C – NON-DISCRIMINATION PROVISIONS

1. GARVER will observe the provisions of the Kansas acts against discrimination and will not discriminate against any person in the performance of work under the Agreement for Professional Services because of race, religion, color, sex, disability, national origin or ancestry.
2. In all solicitations or advertisements for employees, GARVER will include the phrase “equal opportunity employer” or a similar phrase approved by the Kansas Human Rights Commission.
3. If GARVER fails to comply with the manner in which GARVER reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, GARVER shall be deemed to have breached the Agreement for Professional Services and it may be canceled, terminated or suspended in whole or in part, by the Owner.
4. If GARVER is found guilty of a violation of the Kansas acts against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, GARVER shall be deemed to have breached the Agreement for Professional Services and it may be canceled, terminate or suspended, in whole or in part, by the Owner.
5. GARVER shall include the provisions of the above paragraphs 1 through 4, inclusively, in ever subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, August 20, 2018**

AGENDA ITEM #10E

ITEM: Fireworks Ordinance Discussion

BACKGROUND:

On April 10, 2017 Council adopted Ordinance #932 amending Section 701 (d) of the City code. This allowed for an additional firework stand on Maize Road, increasing the total number of stands allowed in the City to seven.

The additional stand joined 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.

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.

At the November 13, 2017 meeting, Council adopted Ordinance #939 amending Section 701 (d) allowing seven total fireworks stands but only the original three grandfathered stands on Maize Road.

As of March 14, 2018, a total of five permits had been received for the four non-Maize Road locations. A lottery was held according to the ordinance.

The Maize Booster Club permit that was not selected and therefore did not receive the 2018 permit.

Staff and the City Attorney later met with representatives from the Maize Booster club, Farha Fireworks and their attorney to discuss options to include the Maize Booster Club's tent. After researching other cities' ordinances, the City Attorney drafted Ordinance #944.

On May 30, 2018 Ordinance #944 was adopted allowing for a total of eight permits – the original three on Maize Road and five off of Maize Road. All permits will be grandfathered. If a permit holder does not apply the next year, that permit will be opened up on a first come, first serve basis.

Josh Cranmer with the Maize Education Foundation and owner of one the 2018 permits sent the attached letter to the Council asking that Ordinance #944 be amended to allow more permits on Maize Road.

A review of fireworks ordinance #944 was scheduled for August 20th Council meeting. Current permit holders were notified of the meeting by certified mail.

FINANCIAL CONSIDERATIONS:

The City receives a \$4,000 permit fee for each of the 8 permits.

LEGAL CONSIDERATIONS:

None

RECOMMENDATION:

This item is for discussion only.

If action is deemed necessary it will be considered at a later meeting.

Thank you Mayor Clasen and members of the City Council,

My name is Joshua Cranmer (President and Owner of Cranmer Grass Farms, Inc. and Cranmer Enterprises, LLC) as well as a lifelong resident of the City of Maize.

I would like to address the City Council regarding Ordinance #944 which was passed on May 30, 2018 that relates to the sale of fireworks. In 2016, I approached this city council about amending the than Ordinance #839 regarding the number of tents allowed on Maize Road. After much discussion the City Council eventually determined that another location would be permitted. I was able to comply with all the requirements set forth by the city, but my location that I worked tirelessly to get approved was than inexplicably granted to Farha Fireworks before a lease agreement was in place on the said land that their permit was issued to. The site was than prepped with 10's of thousands of dollars in rock with the expectation that a tent would be able to operate in that location in the future. Following the 4th of July 2017 members of the Lion's Club (David Hill of Wichita, Carl Donham of Bentley, & Jean and Larry Zimmerman of Goddard) approached this city council stating that their sales were down as a direct correlation to the 4th tent allowed on Maize Road and threatened the city that the Fall Festival would not happen that year. Sadly, the fact that the 4th of July fell on a Tuesday in 2017 (which is a direct correlation for decreased sales in this business) as compared to the Monday it fell on in 2016 was not mentioned in their argument for decreased sales. Once again at the September 18, 2017 meeting the Fireworks Ordinance was discussed and Fitzmier moved to defer the issue until the October 16th meeting after additional financial information was obtained from "all" permit holders. Unfortunately, I personally as a permit holder for Cranmer Enterprises (Maize Education Foundation) was never approached by the City of Maize regarding financial information thus once again was not aware that this issue was being discussed. Moving forward to the October 16, 2017 meeting and Ordinance #932 was submitted for review with City Councilmen Stivers moving to direct staff to amend the ordinance to only allow the three grandfathered permits on Maize Road and review the ordinance in September 2018.

In short, I am asking this City Council to amend once again Ordinance #944 to allow for additional permits on Maize Road. I do not feel that was either lawful or appropriate for city council of Maize to amend the ordinance based on declining sales claims from the Lion's Club and Wholesale Fireworks. Simply put every organization is paying the same \$4000.00 permit fee and should be granted an opportunity to a level playing field when it comes to tent locations. My family has been gracious enough to let numerous parcels of land be annexed into the City of Maize to help the city move forward and generate more money in the form of tax dollars.

I would like to thank Mayor Clasen and the council members for their time.

August 2018



Monthly Council Report

Department Highlights

- Overall Department activities are functioning normal.
- National Night Out was another great success. Many new activities and food vendors were added. It is estimated that over 700 residence attended. Hats off to Officers Dover and Wiggins for all their hard work in putting this event together!
- We are working to fill one of our vacancies for a School Resource officer. Originally planned to be filled in 2019, we were presented with a quality and experienced applicant who would be a great benefit to the department. With the offset in the cost split between the school district and city, it will enable us to move forward with this position. I will provide more details next month. This position will cover both middle schools and be assigned to investigations that arise within the schools.

Budget status: 61/100%

Major purchases: None

Current Staff Levels.

11 Full-time

2 Part-time

1 Reserve

3 Reserve -Vacant

Monthly Activities

July Police Reports - 691

July calls for service - 489

Community Policing:

Preparing for back to school activities.

PUBLIC WORKS REPORT 8-14-18

Regular Work

- Graded 61st and north Tyler Road, as well as 45th street, and Hidden Acres Rd. a couple of times this past month. Installed several loads of crushed concrete and AB-3.
- Picked up 15 locations of brush. Many brought in brush on brush day August 3^h. Still working to get everything clean and open soon so that we can accept brush every day if need be.
- Had Over 200 locates this month.
- Shut off 12 water meters on shut off day.
- Continue to mow many of the road right of ways, RR ROW's, and empty lots to try to keep the city looking good.

Special Projects

- Continue to monitor the splash park and bathrooms at the park as well as mow and seed it. Watering and making sure the new trees at the park are staying alive and checking the new planter pots to keep the flowers alive there.
- Andale has just completed 37th St between Maize and 119th. Stabilizing the base, asphalt paving and shoulder work done.
- We have completed the slurry sealing on west "Academy with paint striping and also slurry sealed Albert St again this year. (I had them redo Albert again because I didn't think it was done correct last year).
- Andale paving has finished paving the asphalt chips and the rejuvenating oil sprayed on the new streets in the back five acres of the cemetery. Looks pretty good. Hope it holds up well. This is something we decided to try. Andale has never paved cold asphalt chips before but Pete said he would give it a try since I thought it might work.
- The WWTP is finished. BRB is gone. There are a few electronic issues still being resolved by AeroMod and MKEC. The paving of the area around the plant will begin very soon.

Ron Smothers

Public Works Director

City Engineer's Report

8/20/2018

Copper Creek Apartments

On the first unit, rough in plumbing, electrical and sheetrock is being installed. The second unit is in the process of installing the framing on the second floor.

Cypress Point

Currently they are installing sheetrock in the interior, most of the stone and brick work has been completed on the exterior. Stucco work is being done above the stone and brick work on the exterior. The exposed knotty pine wood ceiling of the lanai has been installed.

Carriage Crossing

Sanitary sewer is being installed in Carriage Crossing and requires extensive ground water to be pumped out of construction area.

Kyodo Yushi

I will present the latest video of construction at the meeting.

Shuttle Aerospace

Foundation work is being installed. Currently installing rough in plumbing and electrical.

Monsanto

The interior construction is on going. Exterior work is mostly complete.

119th Waterline

The last mile of construction is underway – they are working midway between 45th and 37th to the south.

PLANNING ADMINISTRATOR'S REPORT

DATE: August 20, 2018

TO: Maize City Council and Mayor

FROM: Kim Edgington, Planning Administrator

RE: Regular August Council Meeting

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

1. Comprehensive Plan Update – Gould Evans has completed a draft version of the Comprehensive Plan. The draft was discussed at the June 11 joint meeting of the Council, Planning Commission and Park and Tree Board. Several Council members and Planning Commissioners shared recommended changes. I have compiled those and forwarded them on to Gould Evans. Gould Evans is working on schedule a public open house that coincides with other planning projects happening in the City.
2. Villas at Hampton Lakes – a 13-lot, 9.85 acre plat and zone change request for 13 tri-plex units immediately west of the Holiday Inn Express and Suites. This platting portion of this request was reviewed by the Planning Commission at their June 7th meeting. The zoning portion will be reviewed by the Planning Commission at their July 12th meeting. Council reviewed and approved the plat and zone change at a special meeting on August 6th. Petitions for this project are on the current agenda.
3. Easement vacation at 3814 N. Watercress Ct. – request to vacate a portion of drainage and utility easement for in-ground pool construction. This case is being reviewed by the Planning Commission at their July 12th meeting. An update of their action will be provided at the July 16 Council meeting.
4. Plat for Nicks Addition – an 83-lot single-family subdivision on the north side of 53rd Street approximately 1/8 mile east of K-96. The Planning Commission will review this case at their September 6th meeting, following the annexation hearing that is on the current agenda.
5. General planning issues – I continue to meet, both on the phone and in person, with citizens and developer's representatives requesting information on general planning matters, such as what neighboring property owners are planning to do, what they are allowed to do on their property, and what the process is for submitting various applications and materials to the Planning Commission.



**City Clerk Report
REGULAR COUNCIL MEETING
August 20, 2018**

Year to date status (Through 07/31/18):

General Fund –			
	Budget	YTD	
Rev.	\$3,511,343	\$2,950,248	81.92%
Exp.	\$3,716,847	\$2,334,880	62.82%
Streets –			
Rev.	\$309,380	\$ 205,593	66.45%
Exp.	\$310,050	\$ 200,316	64.61%
Wastewater Fund-			
Rev.	\$798,000	\$ 595,995	74.69%
Exp.	\$798,000	\$ 458,373	57.44%
Water Fund-			
Rev.	\$822,000	\$ 648,822	78.93%
Exp.	\$822,000	\$ 492,264	59.89%

Health & Dental Benefits

Per Council's request, here are the 2018 numbers (through 07/31/2018) 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:	\$165,884.06	\$ 41,482.78	\$207,366.84
Dental:	12,653.30	3,162.06	15,815.36
Life:	<u>7,324.67</u>	<u>0</u>	<u>7,324.67</u>
	\$185,862.03	\$ 44,644.84	\$230,506.87

Transfer Station Coupons:

Instead of conducting a citywide clean-up day this year, we have been distributing coupons for citizens to use at the Waste Connections transfer station. As of 8/15/18, 160 of 175 coupons have been given out to Maize citizens. As of 7/31/18, 47 coupons have been redeemed at the transfer station. The City pays \$32 per redeemed coupon and the coupons are good through 9/30/18.

CAPITAL PROJECTS

**Temp Notes
Series A
2017**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/17	Expenditures 1/1/18 thru 7/31/18	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2B Water	05	585-16	\$ 123,000.00	\$ 95,278.15	\$ 1,490.54	\$ 96,768.69	\$ 26,231.31
Eagles Nest Phase 2B Paving	05	586-16	\$ 422,000.00	\$ 298,253.52	\$ 1,490.54	\$ 299,744.06	\$ 122,255.94
Maize Industrial Park 2nd Paving	05	591-17	\$ 843,800.00	\$ 408,826.81	\$ 243,730.00	\$ 652,556.81	\$ 191,243.19
Maize Industrial Park 2nd Water	05	592-17	\$ 60,200.00	\$ 54,374.38	\$ 2,088.43	\$ 56,462.81	\$ 3,737.19
Maize Industrial Park 2nd Sewer	05	593-17	\$ 75,800.00	\$ 49,855.58	\$ 2,088.44	\$ 51,944.02	\$ 23,855.98
Cypress Point Water	05	595-17	\$ 138,000.00	\$ 3,784.52	\$ 137,637.72	\$ 141,422.24	\$ (3,422.24)
Cypress Point Sewer	05	596-17	\$ 694,000.00	\$ 3,784.52	\$ 343,291.50	\$ 347,076.02	\$ 346,923.98
Cypress Point Paving	05	594-17	\$ 1,022,000.00	\$ 3,784.52	\$ 663,770.93	\$ 667,555.45	\$ 354,444.55
119th Street Water	05	597-17	\$ 1,065,213.00	\$ 43,110.70	\$ 519,866.81	\$ 562,977.51	\$ 502,235.49
Totals			\$ 4,444,013.00	\$ 961,052.70	\$ 1,915,454.91	\$ 2,876,507.61	\$ 367,323.61

**Projects w/o
Temp Notes**

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/17	Expenditures 1/1/18 thru 7/31/18	Total Expenditures	Resolution Authorization Less Expenditures
Hampton Lakes 3rd Sewer	05	588-16	\$ 110,000.00	\$ 10,652.81	\$ 55,995.00	\$ 66,647.81	\$ 43,352.19
Totals			\$ 110,000.00	\$ 10,652.81	\$ 55,995.00	\$ 66,647.81	\$ 43,352.19

KDHE Project	Fund	Ordinance	Total Resolution Amount	Expenditures thru 12/31/17	Expenditures 1/1/18 thru 7/31/18	Total Expenditures	Resolution Authorization Less Expenditures
WWTP Expansion	05	923	\$ 6,100,000.00	\$ 2,988,111.03	\$ 2,861,925.50	\$ 5,850,036.53	\$ 249,963.47

Grand Total \$3,959,816.54 \$4,833,375.41 \$8,793,191.95 \$660,639.27

CIP 2017 (As of 7/31/2018)

<u>Detail</u>	<u>Reason</u>	<u>July Revenue</u>	<u>July Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/18					\$ 130,548.82
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax	-		-	4.11
Interest	From Bank Accounts	3,185.24		3,500.00	19,128.59
Reimbursements	City Hall Pond Repair	(43,225.00)			-
Other Revenues		-			565.00
Transfers		39,166.67		470,000.00	274,166.69
Total Revenues		(873.09)		473,500.00	293,864.39
Total Resources					<u>424,413.21</u>
Street Improvements		0.00	-	350,000.00	82,669.54
Sidewalk/Bike Paths			-	100,000.00	-
Park Improvements			-	200,000.00	11,434.23
Other Capital Costs			-	-	-
Total Expenditures		-	-	650,000.00	94,103.77
Cash Balance - 7/31/18					<u>\$ 330,309.44</u>

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 07/31/2018

	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	\$769.95	\$669.86	\$100.09	\$5,389.65	\$4,689.02	\$700.63	Flat - based on number of lines
Internet	750.51	675.46	75.05	5,178.52	4,728.22	525.35	Flat - \$75.05/month
Gas	30.11	16.59	13.52	4,638.81	2,555.98	2,082.83	44.90%
Electric	3,427.17	1,888.37	1,538.80	15,898.62	8,760.14	7,138.48	44.90%
Janitor	1,840.86	1,014.31	826.55	11,992.96	6,608.12	5,384.84	44.90%
Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00	
Trash	86.25	47.52	38.73	603.75	380.19	309.81	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	11,365.00	6,262.12	5,102.89	44.90%
Pest Control	300.00	275.00	25.00	2,100.00	1,925.00	175.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$7,204.85	\$4,587.12	\$2,617.73	\$57,167.31	\$35,908.79	\$21,419.82	

Shared Costs for City Hall
 Updated 8/15/2018

Equipment Reserve 2018 (As of 07/31/2018)

<u>Detail</u>	<u>Reason</u>	<u>July Revenue</u>	<u>July Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/18					\$ 126,938.93
Interest	From Bank Accounts	278.03		300.00	1,669.68
Reimbursement	Sale of PD Equipment	-			2,456.95
Transfers	From General Fund	12,500.00		150,000.00	87,500.00
Total Revenues		\$ 12,778.03		\$ 150,300.00	\$ 91,626.63
Total Resources					\$ 218,565.56
Trucks/Heavy Equipment			\$ -	\$ 50,000.00	\$ 78,536.85
Computers **			-	50,000.00	51,264.65
Police Department Expenses			-	70,000.00	37,358.52
Total Expenditures			\$ -	\$ 170,000.00	\$ 167,160.02
Cash Balance - 07/31/2018					\$ 51,405.54

**\$24,408.50 encumbered in 2017 budget



CITY OPERATIONS REPORT

DATE: August 15, 2018
TO: Maize City Council
FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Jolene Graham
RE: August 2018 Report

1) Pending Council Items

- Carriage Crossing Streets Contract *(September 17th)*
- Railroad agreement for Carriage Crossing *(September 17th)*
 - ✓ *This could be covered by the Garver Agreement?*
 - ✓ *Will know more shortly*
- Annual City Administrators City Report *(September 17th)*
- Cemetery Workshop *(4th Quarter)*
- Job Descriptions & Organization Chart update *(4th Quarter)*

2) Court Room Video Arraignment

Defendant video arraignment system was installed in the Council conference room last week. Ironically, we did not have anyone in jail to start the new process.

3) Wastewater Plant

BRB Construction has completed the Wastewater plant expansion project and has cleared the site. G-Mac has begun the construction for the additional concrete installation around the facility. It will require being installed in phases to allow for ongoing daily operations. Weather permitting three or four weeks is anticipated for completion.

4) WAMPO Grant Updates

- Regional Transit:
 - ✓ *Anticipate a consultant's report in about sixty days.*
- Maize in Motion: (Sidewalk Master Plan)
 - ✓ *Survey information are completed and option maps are being developed*
 - ✓ *Next update meeting will be in September*
- Academy Arts District:
 - ✓ *Open house scheduled August 21st at City Hall @ 6pm*
 - ✓ *Focus groups will be meeting*

5) Economic Development Updates

- Construction continues:
 - ✓ Kyodo Yushi
 - ✓ Aerotech project
 - ✓ Copper Creek Apartments
 - ✓ Cypress Point Addition
 - ✓ Mansanto Inc facility
 - ✓ Shuttle Aerospace
 - ✓ Cypress Point Addition
 - ✓ Hampton Lakes Villas Addition
 - ✓ 119th Water Line
- 35 - single family home permits

6) Upcoming Meetings

- Wednesday's - Mayor's Weekly Meeting @ 11am
- August 20th - Council @ 7pm
- September 6th - Planning @ 7pm
- September 11th - Park & Tree @ 5:30pm
- September 17th - Council @ 7pm