

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, SEPTEMBER 16, 2019
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE

**MAIZE CITY COUNCIL 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) Consent Agenda
 - a. Approval of Minutes – City Council Regular Meeting of August 19, 2019.
 - b. Receive and file minutes from the Planning Commission Meeting of August 8, 2019
 - c. Receive and file minutes from the Park and Tree Board Meeting of July 9, 2019
 - d. Cash Disbursements from August 1, 2019 thru August 31, 2019 in the amount of \$698,899.84 (Check #69171 thru #69302).
 - e. Personnel Policy Revision
- 7) Old Business
 - A. 2019A Bond Sale, Ordinance & Resolution
 - B. Comprehensive Plan
- 8) New Business
 - A. Eagles Nest 2nd Addition - Petitions and Resolutions
 - B. Carriage Crossing 7 – Paving Contact
 - C. Water and Sewer Rate Ordinances

9) Reports

- Police
- Public Works
- City Engineer
- Planning & Zoning
- City Clerk
- Legal
- Operations
 - ✓ State of City
- Council Members' Reports
- Mayor's Report

10) Executive Session

11) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, August 19, 2019**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **August 19, 2019** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Donna Clasen** presiding. Council members present were **Kevin Reid, Pat Stivers, Jennifer Herington, Alex McCreath**. **Karen Fitzmier** was absent.

Also present were: **Richard LaMunyon**, 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, **Mitch Walter**, Bond Counsel and **Tom Powell**, City Attorney.

APPROVAL OF AGENDA:

The agenda was submitted for approval.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a. Approval of Minutes – City Council Regular Meeting of July 15, 2019 and Special Meeting of August 5, 2019.
- b. Receive and file minutes from the Planning Commission meeting of June 6, 2019.
- c. Cash Disbursements from July 1, 2019 thru July 31, 2019 in the amount of \$1,214,186.29 (Check #68984 thru #69170).
- d. Final Plat of Dollar General at 5500 N. Maize Road (#02-019)
- e. Zoning Case #Z-04-019: 5500 N. Maize Rd. (*Dollar General*)
- f. 2019 STO/UPOC Ordinances

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

City Clerk assigned Ordinance #963 (STO) and Ordinance #964 (UPOC).

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2019A:

A statement of final costs and assessments and other documents relating to the 119th Street water line, a special assessment ordinance and a resolution authorizing the sale of the 2019A GO Refunding and Improvement Bonds was submitted for Council approval.

MOTION: **Stivers** moved to approve and file each of the documents relating to the 119th Street water line final costs and assessments; pass the special assessment ordinance relating to the 119th Street water line and to approve the sale resolution for the 2019A GO Bonds.
McCreath seconded. Motion declared carried.

City Clerk assigned Ordinance #965 and Resolution #635-19.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by:

**MINUTES-REGULAR MEETING
MAIZE CITY PLANNING COMMISSION AND
BOARD OF ZONING APPEALS
THURSDAY, August 8, 2019**

The Maize City Planning Commission was called to order at 7:00 p.m., on Thursday August 8, 2019, for a Regular Meeting with **Brian Aubuchon**, presiding. The following Planning Commission members present were **Mike Burks, Brian Aubuchon, Dennis Downes** and **Mike Strelow**. **Bryant Wilks** and **Hugh Nicks**. were absent. Also present were **Sue Villarreal**, Recording Secretary; **Kim Edgington**, Planning Administrator; **Richard LaMunyon**, City Administrator, **Bill McKinley**, City Engineer.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

MOTION: **Burks** moved to approve the minutes of June 6, 2019 as presented.
Strelow seconded the motion.
Motion carried unanimously.

S/D 02-019 –FINAL PLAT OF DOLLAR GENERAL #20698 AT 5500 NORTH MAIZE ROAD

Edgington explained that the plat had not changed from the preliminary plat that was approved at the June 6, 2019 meeting.

MOTION: **Strelow** moved to approve S/D 02-019 subject to the following staff comments:

- A. City water and sewer services will be available to serve the site.
- B. If improvements are guaranteed by petition, a notarized certificate listing the petitions, with cost estimates shall be submitted to the City of Maize for recording along with the final plat.
- C. Due to the location of portions of the property in the flood zone, **City Engineering** will need to review and approve a final drainage plan before the final plat is approved by Council.
- D. Homeowner Association bylaws and covenants will need to be submitted with the final plat and before the plat is reviewed by the City Council.
- E. A sidewalk plan will need to be submitted with the final plat and before the plat is reviewed by the City Council.
- F. Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owners' association prior to recording the final plat or shall submit a covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.
- G. For those reserves being platted for drainage purposes, the required covenant which provides for ownership and maintenance of the reserves shall grant, to the City of Maize, the authority to maintain the drainage reserves in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by the governing body.

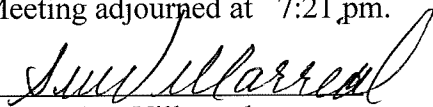
- H. This property is in Flood Zone "X" on the FEMA flood map.
- I. The Applicant is reminded that a platting binder is required with the final plat. Approval of this plat will be subject to submittal of this binder and any relevant conditions found by such a review.
- J. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable (water service and fire hydrants required for fire protection shall be as per the direction and approval of the Chief of the Sedgwick County Fire Department.)
- K. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (Phone 316-946-4556) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- L. The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Rt. 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.
- M. The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one (1) acre or more of ground cover requires a Federal/State NPDES Storm Water Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Maize, erosion and sediment control devices must be used on ALL projects.
- N. Perimeter closure computations shall be submitted with the final plat tracing.
- O. Recording of the plat within sixty (60) days after approval by the City Council.
- P. The applicant is reminded that a flash drive shall be submitted with the final plat tracing to the City of Maize detailing this plat in digital format in AutoCAD, or sent via e-mail to dlemon@cityofmaize.org. This will be used by the County GIS Department.

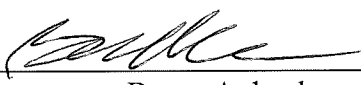
Downes seconded the motion.
Motion carried unanimously.

ADJOURNMENT:

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

Meeting adjourned at 7:21 pm.


Sue Villarreal
Recording Secretary


Bryan Aubuchon
Chairman

**MINUTES – REGULAR MEETING
MAIZE PARK AND TREE BOARD
TUESDAY, JULY 9, 2019**

The Maize Park and Tree Board met in a regular meeting at 5:30 pm, Tuesday, July 9, 2019 with *Chair Dennis Wardell* presiding. Board members present were *Vice-Chair Marina Fulton, Patrick Atchison, Maren Breit* and *Steve Schmidt*. *Joshua Belcher* and *Susan Woods* were absent.

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

APPROVAL OF AGENDA:

The Agenda was submitted for Board approval.

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

APPROVAL OF THE MAY 14, 2019 MINUTES:

The Park and Tree Board Meeting Minutes of May 14, 2019 were submitted for approval.

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

LAND AND WATER CONSERVATION FUND GRANT

Staff updated the board on the Land and Water Conservation Fund Grant for an amphitheater at Maize City Park. The state committee is recommending our project for funding to the federal committee. If the application is approved at the federal level, funding is “official” and will be available starting this fall. Plans will be to provide for the grant match in the Council’s 2020 Budget proceedings. This was a discussion item only; no action was taken.

ELECTION OF OFFICERS

With a quorum present, the board elected officers through May 2020.

MOTION: *Atchison* moved to approve Dennis Wardell as Chair.
Fulton seconded. Motion declared carried.

MOTION: *Wardell* moved to approve Patrick Atchison as Vice-Chair.
Fulton seconded. Motion declared carried.

MOTION: *Wardell* moved to approve Marina Fulton as Secretary.
Schmidt seconded. Motion declared carried.

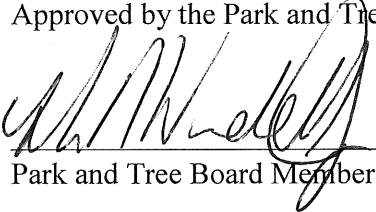
ADJOURNMENT:

With no further business before the Board:

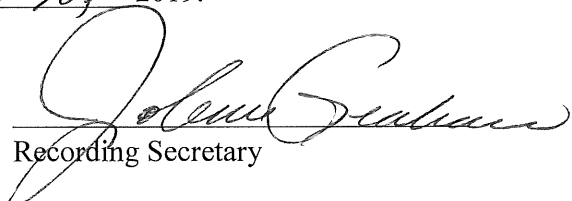
MOTION: *Atchison* motioned to adjourn.
Fulton seconded. Motion declared carried.

Meeting adjourned at 6:19 pm

Approved by the Park and Tree Board on September 10, 2019.



Park and Tree Board Member



Recording Secretary

CITY OF MAIZE

Bank Reconciliation Report For August 2019

Fund Balances

FUND	NAME	BEGIN PERIOD	RECEIPTS	DISBURSEMENTS	END PERIOD
01	General Fund	\$ 1,118,605.04	\$ 163,224.85	\$ 272,308.90	\$ 1,009,520.99
02	Street Fund	197,203.01	13,630.00	21,069.02	\$ 189,763.99
04	Capital Improvements Fund	225,192.20	34,203.65	452.08	258,943.77
05	Long-Term Projects	234,282.44	-	53,689.18	180,593.26
06	Mayor Donnelly Memorial Fund	4,280.00	-	-	4,280.00
10	Equipment Reserve Fund	92,737.07	14,407.82	10,399.10	96,745.79
11	Police Training Fund	14,182.52	584.00	-	14,766.52
12	Municipal Court Fund	49,034.83	2,318.44	6,427.85	44,925.42
16	Bond & Interest Fund	1,358,711.50	71,589.17	308,767.37	1,121,533.30
19	Wastewater Reserve Fund	219,187.70	9,084.37	11,897.75	216,374.32
20	Wastewater Treatment Fund	1,074,304.98	106,222.41	73,530.61	1,106,996.78
21	Water Treatment Fund	1,131,137.46	146,264.30	62,388.46	1,215,013.30
22	Water Reserve Fund	219,722.81	3,000.00	-	222,722.81
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	Asset Forfeiture Fund	2,404.57	1,110.00	360.44	3,154.13
38	Cafeteria Plan	7,388.72	1,802.58	659.07	8,532.23
76	Bond Refundings	(60,637.82)	-	-	(60,637.82)
98	Maize Cemetery	152,160.84	4,432.55	9,603.70	146,989.69
Totals All Fund		\$ 6,455,697.96	\$ 571,874.14	\$ 831,553.53	\$ 6,196,018.57

Bank Accounts and Adjustments

Halstead Checking Account	\$ 632,376.45	\$ 845,728.95	\$ 900,517.76	\$ 577,587.64
Outstanding Items				\$ (26,595.92)
Halstead Bank Money Market Account	5,888,497.15	9,540.01	400,000.00	5,498,037.16
Maize Cemetery Operations	152,160.84	4,432.55	9,603.70	146,989.69
Totals All Banks	\$ 6,673,034.44	\$ 859,701.51	\$ 1,310,121.46	\$ 6,196,018.57

CITY OF MAIZE
Cash and Budget Position
Thru August 31, 2019

FUND	NAME	BEGINNING	MONTH	MONTH	END MONTH	ANNUAL	YTD	YTD	REMAINING	REMAINING
		CASH BALANCE	RECEIPTS	DISBURSEMENTS	CASH BALANCE	EXPENSE BUDGET	REVENUE	EXPENSE	EXPENSE BUDGET	BUDGET PERCENTAGE
01	General Fund	\$ 1,118,605.04	\$ 163,224.85	\$ 272,308.90	\$ 1,009,520.99	\$ 4,052,763.00	\$ 3,365,787.69	\$ 2,604,846.66	\$ 1,447,916.34	35.73%
02	Street Fund	197,203.01	13,630.00	21,069.02	189,763.99	313,550.00	223,229.86	218,134.65	95,415.35	30.43%
04	Capital Improvements Fund	225,192.20	34,203.65	452.08	258,943.77	600,115.00	273,067.31	293,326.94	306,788.06	51.12%
05	Long-Term Projects	234,282.44	-	53,689.18	180,593.26	-	2,071,784.00	1,165,345.42		
06	Mayor Donnelly Memorial Fund	4,280.00	-	-	4,280.00		-	-		
10	Equipment Reserve	92,737.07	14,407.82	10,399.10	96,745.79	169,500.00	115,211.76	131,395.73	63,512.77	37.47%
11	Police Training Fund	14,182.52	584.00	-	14,766.52	3,000.00	4,215.96	2,505.53	494.47	16.48%
12	Municipal Court Fund	49,034.83	2,318.44	6,427.85	44,925.42	-	21,880.37	22,537.74		
16	Bond & Interest Fund	1,358,711.50	71,589.17	308,767.37	1,121,533.30	2,579,232.00	2,118,126.11	1,123,092.69	1,456,139.31	56.46%
19	Wastewater Reserve Fund	219,187.70	9,084.37	11,897.75	216,374.32	142,773.00	72,007.29	103,433.00	39,340.00	
20	Wastewater Treatment Fund	1,074,304.98	106,222.41	73,530.61	1,106,996.78	892,000.00	732,003.82	624,009.51	267,990.49	30.04%
21	Water Fund	1,131,137.46	146,264.30	62,388.46	1,215,013.30	948,000.00	861,918.96	606,916.75	341,083.25	35.98%
22	Water Reserve Fund	219,722.81	3,000.00		222,722.81	-	24,000.00	-		
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	Asset Forfeiture Fund	2,404.57	1,110.00	360.44	3,154.13	-	1,110.00	360.44		
38	Cafeteria Plan	7,388.72	1,802.58	659.07	8,532.23	-	17,374.51	15,552.48		
76	Bond Refundings	(60,637.82)	-	-	(60,637.82)		-	-		
98	Maize Cemetery	152,160.84	4,432.55	9,603.70	146,989.69	127,643.00	70,107.85	28,978.09	98,664.91	77.30%
Report Totals		\$ 6,455,697.96	\$ 571,874.14	\$ 831,553.53	\$ 6,196,018.57	\$ 9,828,576.00	\$ 9,971,825.49	\$ 6,940,435.63	\$ 4,117,344.95	41.89%

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, SEPTEMBER 16, 2019
AGENDA ITEM 6e**

ITEM: Personnel Policy Revision

BACKGROUND

To enhance operations, it is recommended that the organizational titles of Executive Assistant and Police Records Clerk be eliminated and retitled “Administrative Assistant” and “Police Administrative Assistant” accordingly. The new job descriptions are attached.

The revised organization chart and position list for the Personnel Manual are also attached. Please note that these changes will not require an increase in the current number of authorized city personnel.

Lastly, the revised pay plan is attached. Based on current regional salary analysis for similar job requirements and responsibilities the pay scale for each of these positions should be established beginning at \$18.39 to \$25.36. This is a reduced amount currently paid for the Executive Assistant position and an increase of the current Police Records Clerk position. This reclassification and pay plan adjustment will not impact the current salary budget.

FINANCIAL CONSIDERATIONS:

No impact to the current budgeted amount for salaries.

LEGAL CONSIDERATIONS:

None.

RECOMMENDATION:

Move to approve the updates to the Personnel Policy as part of the consent agenda.



Administrative Assistant Position Description

Status: Non-Exempt, Full-Time Position

Supervisor Title: City Administrator

Department: Administration

Responsibilities:

- Provide administrative support in all areas of city operations
- Park and Tree Board Liaison/Recording Secretary
- City Cemetery operations
- Manage the community commodities program
- Promote the good will of the City
- Perform other duties as assigned

Skills:

- General knowledge of principles and practices of local city government
- Ability to organize resources and establish priorities
- Ability to maintain data accurately with attention to detail
- Ability to communicate effectively; both orally and in writing
- Ability to access, input, process and retrieve information from the computer
- Working knowledge of Microsoft Office and other computer software
- Ability to be punctual and in regular attendance

Education:

- High School & two (2) years of college or technology or business training and/or experience.
- Prefer college degree in communications, business, marketing or related field

Experience:

- Minimum of three (3) years in business, office administration or related field

Revised September 16, 2019



Police Administrative Assistant Position Description

Status: Non-Exempt, Full-Time Position
Supervisor Title: Police Chief
Department: Police

Responsibilities:

- Assists Chief of Police with clerical and statistical data
- Provides administrative support for all police operations
- Establish, update and maintain Police Records in accordance with Kansas Statutes and departmental policies and protocol
- Responsible for cataloging, securing and maintaining physical evidence
- Maintain required certifications
- Serve as the KCJIS liaison
- Promote the good will of the City
- Perform other duties as assigned

Skills:

- Working knowledge of current methods used in law enforcement and local city government
- Ability to organize resources and establish priorities
- Ability to record and maintain data accurately with attention to detail
- Ability to maintain the confidentiality of highly sensitive information
- Ability to communicate effectively; both orally and in writing
- Ability to deal firmly, but courteously with the public
- Ability to work independently and in a team environment
- Working knowledge of Microsoft Office and other computer software(s)
- Ability to be punctual and in regular attendance

Education:

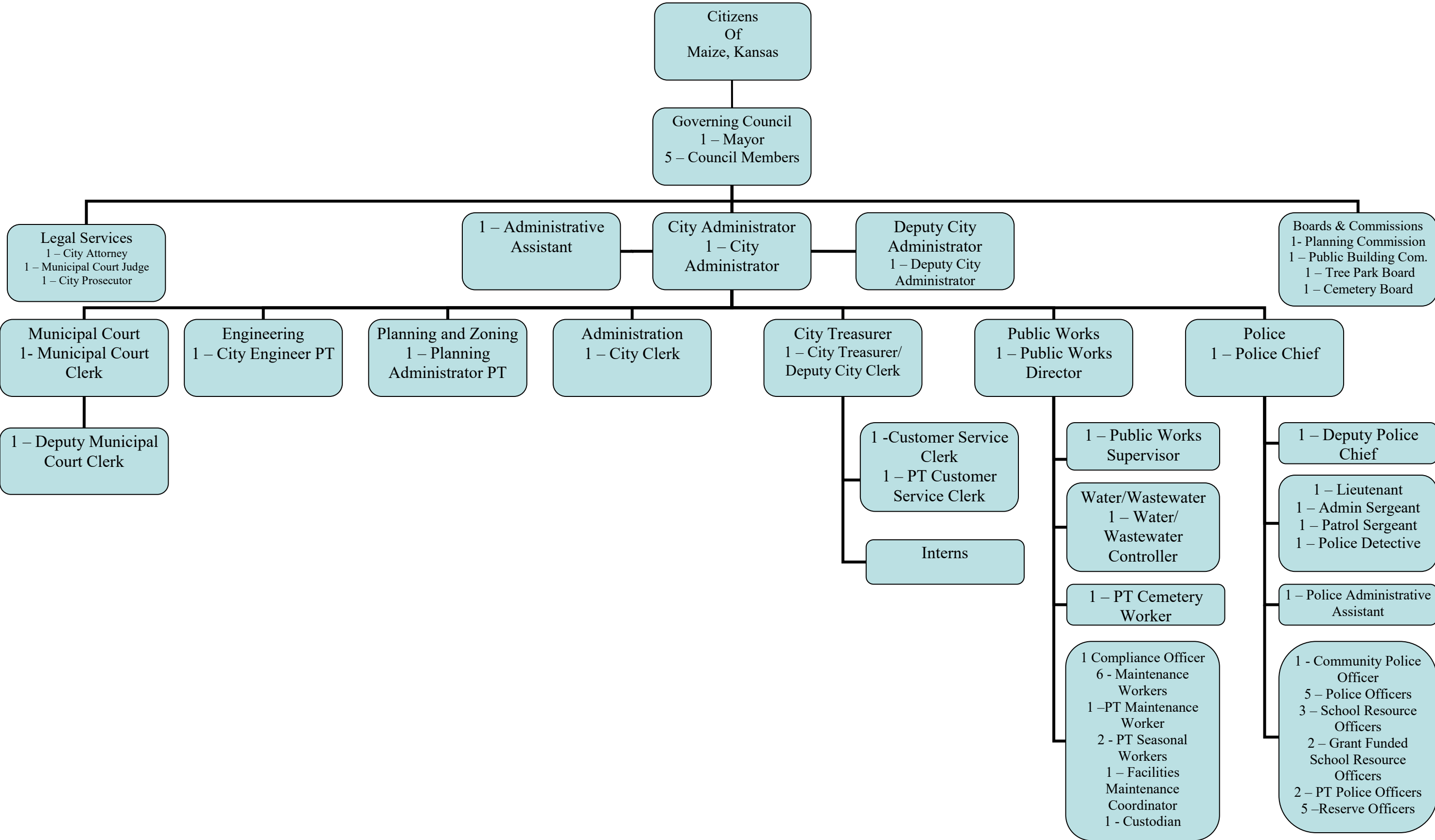
- High School & two (2) years of college or technology or business training and/or experience
- Prefer college degree, in communications, business, marketing or related field

Experience:

- Minimum three (3) years in administrative justice, business, office administration or related field

Revised September 16, 2019

**CITY OF MAIZE, KANSAS
ORGANIZATION CHART**



SECTION XVII - POSITION DESCRIPTIONS

POSITION DESCRIPTIONS

- A. Administration**
Deputy City Administrator
City Clerk
City Treasurer / Deputy City Clerk
Administrative Assistant
Municipal Court Clerk
Deputy Municipal Court Clerk
Customer Service Clerk
Customer Service Clerk (Part-Time)
City Engineer (Part-Time)
Planning / Zoning Administrator (Part-Time)
Intern (Part-Time)
- B. Public Works Department**
Public Works Director
Public Works Supervisor
Water / Wastewater Controller
Compliance Officer
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Facility Maintenance Coordinator
Custodian
Maintenance Worker (Seasonal)
Maintenance Worker (Part-Time)
Cemetery Worker (Part-Time)
- C. Police Department**
Chief of Police
Deputy Police Chief
Police Lieutenant
Police Administrative Sergeant
Police Patrol Sergeant
Police Detective
Community Police Officer
School Resource Officer
Recruit Officer
Patrol Officer I
Patrol Officer II
Master Patrol Officer
Police Administrative Assistant
Patrol Officer (Part-Time)

**City of Maize, Kansas
PAY PLAN
ADOPTED September 16, 2019
Effective October 1, 2019**

POSITION	Percent Between Steps: 2.30%														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
ADMINISTRATION															
Deputy City Administrator*	59,259	60,654	62,082	63,544	65,040	66,571	68,138	69,742	71,346	72,987	74,666	76,383	78,140	79,937	81,776
City Clerk *	47,507	48,625	49,770	50,942	52,141	53,368	54,624	55,910	57,196	58,512	59,858	61,235	62,643	64,084	65,558
City Treasurer/Deputy City Clerk *	46,414	47,507	48,625	49,770	50,942	52,141	53,368	54,624	55,880	57,165	58,480	59,825	61,201	62,609	64,049
Administrative Assistant	18.39	18.82	19.26	19.71	20.17	20.64	21.13	21.63	22.13	22.64	23.16	23.69	24.23	24.79	25.36
Municipal Court Clerk	14.77	15.12	15.48	15.84	16.21	16.59	16.98	17.38	17.78	18.19	18.61	19.04	19.48	19.93	20.39
Deputy Municipal Court Clerk	14.77	15.12	15.48	15.84	16.21	16.59	16.98	17.38	17.78	18.19	18.61	19.04	19.48	19.93	20.39
Customer Service Clerk	12.55	12.85	13.15	13.46	13.78	14.10	14.43	14.77	15.11	15.46	15.82	16.18	16.55	16.93	17.32
Customer Service Clerk (PT)	12.55	12.85	13.15	13.46	13.78	14.10	14.43	14.77	15.11	15.46	15.82	16.18	16.55	16.93	17.32
City Engineer (PT)	34.87	35.69	36.53	37.39	38.27	39.17	40.09	41.03	41.97	42.94	43.93	44.94	45.97	47.03	48.11
Planning & Zoning Administrator (PT)	30.71	31.43	32.17	32.93	33.71	34.50	35.31	36.14	36.97	37.82	38.69	39.58	40.49	41.42	42.37
Intern (PT)	8.48	8.68	8.88	9.09	9.30	9.52	9.74	9.97	10.20	10.43	10.67	10.92	11.17	11.43	11.69

PUBLIC WORKS

Public Works Director *	65,217	66,752	68,323	69,931	71,577	73,262	74,987	76,752	78,517	80,323	82,170	84,060	85,993	87,971	89,994
Public Works Supervisor	23.67	24.23	24.80	25.38	25.98	26.59	27.22	27.86	28.50	29.16	29.83	30.52	31.22	31.94	32.67
Water & Wastewater Controller	19.58	20.04	20.51	20.99	21.48	21.99	22.51	23.04	23.57	24.11	24.66	25.23	25.81	26.40	27.01
Compliance Officer	18.39	18.82	19.26	19.71	20.17	20.64	21.13	21.63	22.13	22.64	23.16	23.69	24.23	24.79	25.36
Maintenance Worker I	11.88	12.16	12.45	12.74	13.04	13.35	13.66	13.98	14.30	14.63	14.97	15.31	15.66	16.02	16.39
Maintenance Worker II	14.08	14.41	14.75	15.10	15.46	15.82	16.19	16.57	16.95	17.34	17.74	18.15	18.57	19.00	19.44
Maintenance Worker III	15.89	16.26	16.64	17.03	17.43	17.84	18.26	18.69	19.12	19.56	20.01	20.47	20.94	21.42	21.91
Facilities Maintenance Coordinator	15.89	16.26	16.64	17.03	17.43	17.84	18.26	18.69	19.12	19.56	20.01	20.47	20.94	21.42	21.91
Custodian	10.84	11.10	11.36	11.63	11.90	12.18	12.47	12.76	13.05	13.35	13.66	13.97	14.29	14.62	14.96
Maintenance Worker (Seasonal) **	8.48	8.68	8.88	9.09	9.30	9.52	9.74	9.97	10.20	10.43	10.67	10.92	11.17	11.43	11.69
Maintenance Worker (PT)	11.88	12.16	12.45	12.74	13.04	13.35	13.66	13.98	14.30	14.63	14.97	15.31	15.66	16.02	16.39

POLICE

Chief of Police	67,993	69,594	71,232	72,909	74,626	76,382	78,181	80,021	81,861	83,744	85,670	87,640	89,656	91,718	93,828
Deputy Police Chief *	59,259	60,654	62,082	63,544	65,040	66,571	68,138	69,742	71,346	72,987	74,666	76,383	78,140	79,937	81,776
Police Lieutenant	23.53	24.07	24.62	25.18	25.75	26.34	26.94	27.55	28.18	28.82	29.48	30.15	30.84	31.54	32.26
Police Administrative Sergeant	22.44	22.97	23.51	24.06	24.63	25.21	25.80	26.41	27.02	27.64	28.28	28.93	29.60	30.28	30.98
Police Patrol Sergeant	22.44	22.97	23.51	24.06	24.63	25.21	25.80	26.41	27.02	27.64	28.28	28.93	29.60	30.28	30.98
Police Detective	21.54	22.05	22.57	23.10	23.64	24.20	24.77	25.35	25.93	26.53	27.14	27.76	28.40	29.05	29.72
Community Police Officer	18.34	18.77	19.21	19.66	20.12	20.59	21.07	21.57	22.07	22.58	23.10	23.63	24.17	24.73	25.30
School Resorce Officer	18.74	19.18	19.63	20.09	20.56	21.04	21.54	22.05	22.56	23.08	23.61	24.15	24.71	25.28	25.86
Recruit Patrol Officer	18.00	18.10	Move to	Patrol Officer	at 12 mo. ***										
Patrol Officer I	18.31	18.74	19.18	19.63	20.09	20.56	21.04	21.54	22.04	22.55	23.07	23.60	24.14	24.70	25.27
Patrol Officer II	19.13	19.58	20.04	20.51	20.99	21.48	21.99	22.51	23.03	23.56	24.10	24.65	25.22	25.80	26.39
Master Patrol Officer	19.52	19.96	20.41	20.87	21.35	21.84	22.34	22.85	23.38	23.92	24.47	25.03	25.61	26.20	26.80
Police Administrative Assistant	18.39	18.82	19.26	19.71	20.17	20.64	21.13	21.63	22.13	22.64	23.16	23.69	24.23	24.79	25.36
Patrol Officer (PT)	18.31	18.74	19.18	19.63	20.09	20.56	21.04	21.54	22.04	22.55	23.07	23.60	24.14	24.70	25.27

GOVERNING BODY COMPENSATION

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

Comments

(PT) Indicates a part-time position

A \$0.35/hour shift differential pay is added for 2nd and 3rd shift Patrol Officers Only

* Salaried Positions
 ** Seasonal workers and Interns do not qualify for step increases.
 *** 2.3% Step does not apply

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, SEPTEMBER 16, 2019
AGENDA ITEM 7A**

ITEM: Bond Sale – General Obligation Refunding & Improvement Bonds, Series 2019A

BACKGROUND

On August 19, 2019 the City authorized bids to be taken for its General Obligation Refunding & Improvement Bonds, Series 2019A. The bonds would provide permanent financing for 119th Street Water Line.

In addition, the city’s Series 2007B & 2014A 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.

Part of the 119th Street Water Line cost is being paid by two companies (Worthington Cylinder & Kyodo Yushi). The remainder of the cost will be covered by the city-at-large as part of this Series 2019A bond issue. The 2007B & 2014A 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 10 AM, September 16. A bid sheet summarizing the bids received will be distributed at the meeting on Monday.

LEGAL CONSIDERATIONS:

Bond Counsel (Mitch Walter) has prepared the bond documents by which the City authorizes the issuance of the Series 2019A Bonds and approves related documents.

RECOMMENDATION:

MOTION: Move to accept the low bid from _____.

MOTION: Approve Ordinance No. __ authorizing and providing for the issuance of the bonds.

MOTION: Approve Resolution No. __ prescribing the form and details of the bonds.

ORDINANCE NO. []

OF

THE CITY OF MAIZE, KANSAS

PASSED

SEPTEMBER 16, 2019

**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2019A**

ORDINANCE NO. []

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2019A, 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>Ord./Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Waterline Improvements – 119 th St.	600-17	12-6a01 <i>et seq.</i>	\$1,130,344

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 \$1,130,344, with \$330,000 of said cost to be paid by the owners of the property within the City benefited by the Improvements and with \$840,000 of said cost to be paid by the City at large, and that the owners of the property benefited by the Improvements have paid \$330,000 in cash into the City Treasury on account of the Improvements, leaving \$840,000 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 its general obligation bonds, together with bid premium thereon, to pay a portion of 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 2019A, dated September 30, 2019, 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 B, 2007 Bonds maturing in the years 2020 to 2028, inclusive, in the aggregate principal amount of \$2,850,000; and (b) the Series 2014A Bonds maturing in the years 2020 to 2034, inclusive, in the aggregate principal amount of \$2,555,000.

“Refunded Notes” means a \$1,130,000 portion of the Series 2017A Notes.

“Series B, 2007 Bonds” means the City's General Obligation Bonds, Series B, 2007, dated September 15, 2007.

“Series 2014A Bonds” means the City's General Obligation Bonds, Series 2014A, dated November 26, 2014.

“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 2019A, of the City in the principal amount of \$6,380,000*, for the purpose of providing funds to: (a) pay a portion of 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 September 16, 2019 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on September 16, 2019; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the *Clarion* on September 19, 2019.

DATED: September 19, 2019.

Clerk

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(PUBLISHED IN THE *CLARION* ON SEPTEMBER 19, 2019)

SUMMARY OF ORDINANCE NO. [____]

On September 16, 2019, 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 2019A, 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 2019A Bonds approved by the Ordinance are being issued in the principal amount of \$6,380,000*, 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: September 16, 2019.

City Attorney

RESOLUTION NO. [____]

OF

THE CITY OF MAIZE, KANSAS

ADOPTED

SEPTEMBER 16, 2019

**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2019A**

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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 2019A, 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 \$6,380,000* to pay a portion of 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 2019A, 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 2019A created pursuant to *Section 501* hereof.

“Dated Date” means September 30, 2019.

“Debt Service Account” means the Debt Service Account for General Obligation Refunding and Improvement Bonds, Series 2019A 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 Continuing Disclosure Undertaking, dated as of the Dated Date, 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.

“**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, 2020.

“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 Name]
[Purchaser Address]
[Purchaser City State] [Zip]
Fax: [Purchaser Fax No]

(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 Name], [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 B, 2007 Bonds maturing in the years 2020 to 2028, inclusive, in the aggregate principal amount of \$2,850,000; (b) the Series 2014A Bonds maturing in the years 2020 to 2034, inclusive, in the aggregate principal amount of \$2,555,000.

“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 October 1, 2019.

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

“Refunded Notes” means a \$1,130,000 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, 2019.

“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 B, 2007 Bonds” means the Issuer's General Obligation Bonds, Series B, 2007, dated September 15, 2007.

“Series 2014A Bonds” means the Issuer's General Obligation Bonds, Series 2014A, dated November 26, 2014.

“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.

[**“Term Bonds”** means the Bonds scheduled to mature in the year 2034.]

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

[**“2034 Term Bonds”** means the Bonds scheduled to mature in the year 2034.]

[“**Term Bonds**” means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2034 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 \$6,380,000*, for the purpose of providing funds to: (a) pay a portion of 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]

<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2020	\$	_____ %	2028	\$	_____ %
2021			2029		
2022			2030		
2023			2031		
2024			2032		
2025			2033		
2026			2034		
2027					

[TERM BONDS]

<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2034	\$ _____	_____ %]

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 August 19, 2019, 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 2025, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on October 1, 2024, 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 Amount</u>	<u>Year</u>
\$	
	[]*

*Final Maturity]

[(c) *2034 Term Bonds.*] The 2034 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 2034 Term Bonds:

**Principal
Amount**
\$

Year

2034*

*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) Redemption Fund.
- (b) Refunded Notes Redemption Fund.
- (c) Debt Service Account for General Obligation Refunding and Improvement Bonds, Series 2019A (within the Bond and Interest Fund).

- (d) Costs of Issuance Account for General Obligation Refunding and Improvement Bonds, Series 2019A.
- (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) All accrued interest and 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.
- (c) The sum of \$[] shall be deposited into the Redemption Fund.
- (d) The sum of \$[] shall be deposited into the Refunded Notes Redemption Fund.
- (e) In addition to proceeds of the Bonds, the Issuer will deposit into the Refunded Notes Redemption Fund the amount of special assessments pre-paid in cash for the Improvements.

Section 503. 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 504. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be 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.

Section 505. Application of Moneys in the Refunded Notes Redemption Fund. Moneys in the Refunded Notes Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded

Notes Redemption Date. Any moneys remaining in the Refunded Notes Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 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 Compliance 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 September 16, 2019.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on September 16, 2019, as the same appears of record in my office.

DATED: September 16, 2019.

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 2019A**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: September 30, 2019**

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, 2020 (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

Registration Date: _____

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

By _____

Registration Number: 4611-087-093019-____

(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 2019A,” aggregating the principal amount of \$6,380,000* (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 certain public 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 30, 2019.

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, SEPTEMBER 16, 2019**

AGENDA ITEM # 7B

ITEM: Comprehensive Plan

BACKGROUND:

On November 27, 2006 the Maize City Council adopted the current version of the Maize Comprehensive Plan. Kansas State Statutes require Comprehensive Plans to be rewritten every 10 years. The City of Maize has been in the process of rewriting the current plan along with the consulting assistance of Gould Evans. We have been working in concert with other development plans for the City which incorporate several of the more specific goals of the Comprehensive Plan as prepared by Gould Evans.

Following community surveys, community open houses, several presentations of the Plan to Planning Commission and an advertised Official Public Hearing (April 11, 2019) before the Planning Commission, staff is now presenting the Final Draft of the 2019 Maize Comprehensive Plan to the City Council for final review and adoption. [The final version of the Comprehensive Plan is posted on the City's website here.](#)

Additionally, the following two plans are recommended as official addendums to the Comprehensive Plan:

1. Academy Arts District Plan: In October of 2017, WAMPO awarded the City of Maize an 80/20 matching grant for \$80,000 to fund the cost of RDG Consultants to provide the City with an Academy Arts District Plan. After extensive community engagement, the final plan was presented to and approved by the Planning Commission on September 6, 2019. Hardcopies will be provided to Councilmembers and Charlie Cowell will be presenting on behalf of RDG . [The final Academy Arts District plan is posted on the City's website here.](#)

2. Maize In Motion Master Bicycle and Pedestrian Plan: In October of 2017, WAMPO awarded the City of Maize an 80/20 matching grant for \$60,000 to fund the cost of PEC to provide the City with a citywide Master Bicycle and Pedestrian Plan. On April 11, 2019, the final plan was presented to and approved by the Planning Commission. It was received and filed by Council on April 14, 2019. [The final Maize In Motion Master Bicycle and Pedestrian Plan is posted on the City's website here.](#)

FINANCIAL CONSIDERATIONS:

None

LEGAL CONSIDERATIONS:

The City Attorney will draft the official adopting Ordinance for the Comprehensive Plan and related addendums.

RECOMMENDATION/ACTION:

Move to adopt the Comprehensive Plan with the Academy Arts District Plan and Maize In Motion Plans as addendums.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, SEPTEMBER 16, 2019**

AGENDA ITEM #8A

ITEM: **Eagles Nest 2nd Addition Petitions and Resolutions of Advisability**

BACKGROUND:

The developer for the Eagles Nest 2nd Addition has submitted petitions for improvements. The estimated costs of the requested improvements are as follows:

Storm Water Drainage	\$ 708,000
Water Distribution	\$ 189,000
Paving	\$ 549,000
Sanitary Sewer	<u>\$ 403,000</u>
	\$1,849,000

FINANCIAL CONSIDERATIONS:

The total costs for these improvements is \$1,849,000. They will be included in the revised 2019 Project Funding.

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 Eagles Nest 2nd Addition in the total amount of \$1,849,000.

- 2) Adopt the Resolutions of Advisability for the Eagles Nest 2nd Addition.

STORM WATER DRAIN PETITION
(PHASE 1)

RECEIVED

AUG 29 2019

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:

EAGLES NEST 2ND ADDITION

Lots 1 through 17, Block A

Lots 1 through 21, Block B

Lots 1 through 18, 58 through 65, Block C

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 storm water drainage system, including necessary pipes and appertunances 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 Seven Hundred Eight Thousand Dollars (\$708,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2019.
- (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.

EAGLES NEST 2nd - PHASE I

Maize, Sedgwick County, Kansas

STORM WATER DRAIN PETITION ESTIMATE

Benefit District: (64 Lots)
 Lots 1 - 17, Block A
 Lots 1 - 21, Block B
 Lots 1 - 18 & Lots 58-65, Block C

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
Excavation	65,000	C.Y.	\$3.20	\$208,000.00
Mass Grading	1	L.S.	\$35,000.00	\$35,000.00
15" Pipe	2,000	L.F.	\$35.00	\$70,000.00
18" Pipe	360	L.F.	\$40.00	\$14,400.00
24" Pipe	250	L.F.	\$50.00	\$12,500.00
30" Pipe	60	L.F.	\$70.00	\$4,200.00
36" Pipe	250	L.F.	\$90.00	\$22,500.00
Standard Curb Inlets	12	EA.	\$4,000.00	\$48,000.00
Backyard Area Inlets	9	EA.	\$2,200.00	\$19,800.00
Flowable Fill	220	L.F.	\$50.00	\$11,000.00
Rip-Rap	200	S.Y.	\$60.00	\$12,000.00
Erosion Control	1	L.S.	\$20,000.00	\$20,000.00
Site Clearing and Restoration	1	L.S.	\$15,000.00	\$15,000.00
10' Concrete Weir	1	L.S.	\$8,000.00	\$8,000.00
Seeding	1	L.S.	\$10,000.00	\$10,000.00
Inlet Connection	1	L.S.	\$1,500.00	\$1,500.00
Bentonite Lining	1	L.S.	\$12,000.00	\$12,000.00
Subtotal				\$523,900.00
+ 35% Design, Insp., & Administration				\$183,365.00
Total				\$707,265.00

Petition Amount **\$708,000**

Cost per Lot **\$11,063**

Average Monthly Assessment **\$61 3% 20 Yrs.**

WATER DISTRIBUTION SYSTEM PETITION

(PHASE 1)

RECEIVED

AUG 29 2019

To the Mayor and City Council
Maize, Kansas

CITY CLERKS OFFICE

Dear Council Members:

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

EAGLES NEST 2ND ADDITION

Lots 1 through 10, Block A
Lots 1 through 16, Block B
Lots 1 through 6, 61 through 65, Block C

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being One Hundred Eighty-Nine Thousand Dollars (\$189,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2019.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 10, Block A, Lots 1 through 16, Block B, Lots 1 through 6 and 61 through 65, Block C, EAGLES NEST 2ND ADDITION, shall each pay 1/37 of the total cost of the improvements.

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

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

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

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

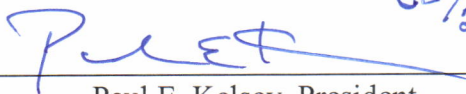
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

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

EAGLES NEST 2ND ADDITION

Lots 1 through 10, Block A
Lots 1 through 16, Block B
Lots 1 through 6, 61 through 65, Block C

KICK "N" DEVELOPMENT CORP.

By:  08/27/19
Paul E. Kelsey, President

EAGLES NEST 2nd - PHASE I

Maize, Sedgwick County, Kansas

WATER LINE PETITION ESTIMATE

Benefit District: (37 Lots)
Lots 1 - 10, Block A
Lots 1 - 16, Block B
Lots 1 - 6 & Lots 61 - 65, Block C

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	2,650	L.F.	\$24.00	\$63,600.00
6" Pipe	480	L.F.	\$20.00	\$9,600.00
Fire Hydrants	4	EA.	\$4,000.00	\$16,000.00
Valves	5	EA.	\$1,200.00	\$6,000.00
Blow Off Assembly	2	EA.	\$300.00	\$600.00
Seeding	1	L.S.	\$2,000.00	\$2,000.00
Erosion Control	1	L.S.	\$3,000.00	\$3,000.00
Site Clearing and Restoration	1	L.S.	\$10,000.00	\$10,000.00
Services - Long	7	EA.	\$1,100.00	\$7,700.00
Services - Short	30	EA.	\$700.00	\$21,000.00
Subtotal				\$139,500.00
+ 35% Design, Insp., & Administration				\$48,825.00
Total				\$188,325.00

Petition Amount **\$189,000**

Cost per Lot **\$5,108**

Average Monthly Assessment **\$28 3% 20 Yrs.**

PAVING PETITION
(PHASE 1)

RECEIVED
AUG 29 2019
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:

EAGLES NEST 2ND ADDITION

Lots 1 through 21, Block A
Lots 1 through 16, 22 through 56, Block B
Lots 1 through 59, 61 through 65, Block C
Lots 1 through 7, Block D
Lots 1 through 12, Block E

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

- (a) That there be constructed pavement on Wilkinson St from the east line of the plat west and north to the north line of Lot 10, Block A; on Queen St from the south line of Wilkinson St, south to the east line of Lot 6, Block B; on Sondra St. from the east line of Lot 6, Block B, west and northwesterly to the west line of Lot 16, Block B; on Sondra Ct from the south line of Sondra St, south to and including the cul-de-sac (Lots 6 through 9, Block B); and on Sondra Ct from the south line of Sondra St, southwesterly to and including the cul-de-sac (Lots 10 through 14, Block B).

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

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

- (b) That the estimated and probable cost of the foregoing improvement being Five Hundred Forty-Nine Thousand Dollars (\$549,000), 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 of 1 percent per month from and after September 1, 2019.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 10, Block A, Lots 1 through 16, Block B, Lots 1 through 6, and 61 through 65, Block C, EAGLES NEST 2ND ADDITION shall each pay 140/10,000 of the total cost of the improvements. Lots 18 through 21, Block A, Lots 19 through 32, Block C, and Lots 1 through 7, Block D, EAGLES NEST 2ND ADDITION, shall each pay 55/10,000 of the total cost of the improvements. Lots 11 through 17, Block A, and Lots 7 through 18, Block C, EAGLES NEST 2ND ADDITION, shall each pay 25/10,000 of the total cost of the improvements. Lots 58 through 59, Block C, EAGLES NEST 2ND ADDITION, shall each pay 9/10,000 of the total cost of the improvements. Lots 22 through 56, Block B, Lots 33 through 57, Block C, and Lots 1 through 12, Block E, EAGLES NEST 2ND ADDITION, shall each pay 41/10,000 of the total cost of the improvements.

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

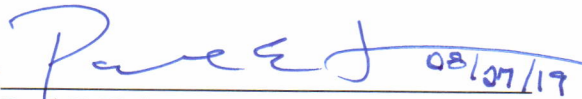
Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>EAGLES NEST 2ND ADDITION</u> Lots 1 through 21, Block A Lots 1 through 16, 22 through 56, Block B Lots 1 through 59, 61 through 65, Block C Lots 1 through 7, Block D Lots 1 through 12, Block E	KICK "N" DEVELOPMENT CORP. By:  Paul E. Kelsey, Member	08/27/19

EAGLES NEST 2nd - PHASE I

Maize, Sedgwick County, Kansas

PAVING PETITION ESTIMATE

Benefit District: (155 Lots, 10,000 Fractions)

Lots 1-10, Block A; Lots 1-16, Block B; Lots 1-6, 61-65, Block C (37 Lots, 140 Fr. Ea.)

Lots 18-21, Block A; Lots 19-32, Block C; Lots 1-7, Block D (25 Lots, 55 Fr. Ea.)

Lots 11-17, Block A; Lots 7-18, Block C (19 Lots, 25 Fr. Ea.)

Lots 58-59, Block C (2 Lots; 9 Fr. Ea.)

Lots 22-56, Block B; Lots 33-57, Block C; Lots 1-12, Block E (72 Lots, 41 Fr. Ea.)

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
5" A.C. Pavement w / 5" Base	9,000	S.Y.	\$37.00	\$333,000.00
5' Concrete Sidewalk - 4"	12,500	L.S.	\$3.00	\$37,500.00
Seeding	1	L.S.	\$8,000.00	\$8,000.00
Signage	1	L.S.	\$3,000.00	\$3,000.00
Erosion Control	1	L.S.	\$5,000.00	\$5,000.00
Site Clearing and Restoration	1	L.S.	\$20,000.00	\$20,000.00
Subtotal				\$406,500.00
+ 35% Design, Insp., & Administration				\$142,275.00
Total				\$548,775.00

Petition Amount	\$549,000
Cost Per Fraction	\$55 (Cost per Fraction)
Average Monthly Assessment 9 Fr. Lots	\$3 3% 20 Yrs.
Average Monthly Assessment 25 Fr. Lots	\$8 3% 20 Yrs.
Average Monthly Assessment 41 Fr. Lots	\$12 3% 20 Yrs.
Average Monthly Assessment 55 Fr. Lots	\$17 3% 20 Yrs.
Average Monthly Assessment 140 Fr. Lots	\$43 3% 20 Yrs.

RECEIVED

AUG 29 2019

CITY CLERKS OFFICE

SANITARY SEWER PETITION
(Phase I)

To the Mayor and City Council
Maize, Kansas

Dear Council Members:

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

EAGLES NEST 2ND ADDITION

Lots 1 through 10, Block A

Lots 1 through 21, Block B

Lots 1 through 6, 60 through 65, Block C

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 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 improvements is Four Hundred Three Thousand Dollars (\$403,000.00) 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 one percent per month from and after September 1, 2019.
- (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 lateral sanitary sewer 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 improvements for which the improvement district is 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 10, Block A, Lots 1 through 16, Block B, and Lots 1 through 6, 61 through 65, Block C, EAGLES NEST 2ND ADDITION shall each pay 9/375 of the total cost of the improvements; and Lots 17 through 21, Block B, and Lot 60, Block C, EAGLES NEST 2ND ADDITION shall each pay 7/375 of the total cost of the improvements.

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

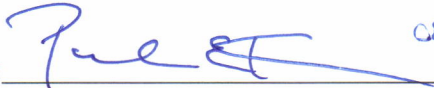
2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition 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>EAGLES NEST 2ND ADDITION</u> Lots 1 through 10, Block A Lots 1 through 21, Block B Lots 1 through 6, 60 through 65, Block C	KICK "N" DEVELOPMENT CORP.	

By:  08/27/19
Paul E. Kelsey, President

EAGLES NEST 2nd - PHASE I

Maize, Sedgwick County, Kansas

SANITARY SEWER PETITION

Benefit District: (43 Lots, 375 Fractions)

Lots 1-10, Block A; Lots 1-16, Block B, Lots 1-6, 61-65, Block C (37 Lots, 9 Fr. Ea.)

Lots 17-21, Block B; Lot 60, Block C (6 Lots, 7 Fr. Ea.)

Cost Estimate

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	1200	L.F.	\$30.00	\$36,000.00
10" Pipe	2900	L.F.	\$38.00	\$110,200.00
Manhole	20	EA.	\$4,200.00	\$84,000.00
Stubs	17	EA.	\$300.00	\$5,100.00
Flowable Fill	150	L.F.	\$50.00	\$7,500.00
Sand Backfill (Flushed & Vib.)	1100	L.F.	\$20.00	\$22,000.00
Seeding & Erosion Control	1	L.S.	\$4,000.00	\$4,000.00
Site Clearing and Restoration	1	L.S.	\$15,000.00	\$15,000.00
Connect to Existing	1	EA.	\$1,000.00	\$1,000.00
Service	12	EA.	\$1,100.00	\$13,200.00
Subtotal				\$298,000.00
+ 35% Design, Insp., & Administration				\$104,300.00
Total				\$402,300.00

Petition Amount	\$403,000
Cost Per Fraction	\$1,075
Cost for 9 Fraction Lots	\$9,672
Cost for 7 Fraction Lots	\$7,523
Average Monthly Assessment	
9 Fr. Lots	\$54 3% 20 Yrs.
Average Monthly Assessment	
7 Fr. Lots	\$42 3% 20 Yrs.

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

(Published in *The Clarion* on September 19, 2019)

RESOLUTION NO. _____-19

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/EAGLES NEST 2ND 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 storm water drain system, including necessary pipes and appertunances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$708,000, 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:

Eagles Nest 2nd Addition
Lots 1 through 17, Block A,
Lots 1 through 21, Block B,
Lots 1 through 18, 58 through 65, Block C;

to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: on a fractional basis as described below:

Lots 1 through 17, Block A, Lots 1 through 21, Block B, Lots 1 through 18 and 58 through 65, Block C, EAGLES NEST 2ND ADDITION shall each pay 1/64 of the total cost of the improvements.

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 September 16, 2019.

(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 September 16, 2019, as the same appears of record in my office.

DATED: September 16, 2019.

By: _____
Name: Jocelyn Reid
Title: Clerk

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

(Published in *The Clarion* on September 19, 2019)

RESOLUTION NO. _____-19

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/EAGLES NEST 2ND 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, meters and appurtenances to serve the Improvement District (as described herein), 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: \$189,000, 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:

Eagles Nest 2nd Addition
Lots 1 through 10, Block A,
Lots 1 through 16, Block B,
Lots 1 through 6, 61 through 65, Block C;

to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: on a fractional basis as described below:

Lots 1 through 10, Block A, Lots 1 through 16, Block B, Lots 1 through 6 and 61 through 65, Block C, EAGLES NEST 2ND ADDITION, shall each pay 1/37 of the total cost of the improvements.

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 September 16, 2019.

(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 September 16, 2019, as the same appears of record in my office.

DATED: September 16, 2019.

By: _____
Name: Jocelyn Reid
Title: Clerk

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

(Published in *The Clarion* on September 19, 2019)

RESOLUTION NO. _____-19

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/EAGLES NEST 2ND 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 (a) on Wilkinson St. from the east line of the plat west and north to the north line of Lot 10, Block A; (b) on Queen St. from the south line of Wilkinson St., south to the east line of Lot 6, Block B; (c) on Sondra St. from the east line of lot 6, Block B, west and northwesterly to the west line of Lot 16, Block B; (d) on Sondra Ct. from the south line of Sondra St., south to and including the cul-de-sac (Lots 6 through 9, Block B); and (e) on Sondra Ct. from the south line of Sondra St., southwesterly to and including the cul-de-sac (Lots 10 through 14, Block B), and all necessary improvements related and appurtenant thereto, including any sidewalk improvements, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$549,000, 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:

Eagles Nest 2nd Addition
Lots 1 through 21, Block A,
Lots 1 through 16, 22 through 56, Block B,
Lots 1 through 59, 61 through 65, Block C,
Lots 1 through 7, Block D,
Lots 1 through 12, Block E;

to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: on a fractional basis as described below:

Lots 1 through 10, Block A, Lots 1 through 16, Block B, Lots 1 through 6, and 61 through 65, Block C, EAGLES NEST 2ND ADDITION shall each pay 140/10,000 of the total cost of the improvements. Lots 18 through 21, Block A, Lots 19 through 32, Block C, and Lots 1 through 7, Block D, EAGLES NEST 2ND ADDITION, shall each pay 55/10,000 of the total cost of the improvements. Lots 11 through 17, Block A, and Lots 7 through 18, Block C, EAGLES NEST 2ND ADDITION, shall each pay 25/10,000 of the total cost of the improvements. Lots 58 through 59, Block C, EAGLES NEST 2ND ADDITION, shall each pay 9/10,000 of the total cost of the improvements. Lots 22 through 56, Block B, Lots 33 through 57, Block C, and Lots 1 through 12, Block E, EAGLES NEST 2ND ADDITION, shall each pay 41/10,000 of the total cost of the improvements.

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 September 16, 2019.

(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 September 16, 2019, as the same appears of record in my office.

DATED: September 16, 2019.

By: _____
Name: Jocelyn Reid
Title: Clerk

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

(Published in *The Clarion* on September 19, 2019)

RESOLUTION NO. _____-19

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/EAGLES NEST 2ND 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 sanitary sewer to serve the Improvement District (as described herein), according to plans and specifications to be furnished by the City Engineer of the City of Maize, Kansas., all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$403,000, 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:

Eagles Nest 2nd Addition
Lots 1 through 10, Block A,
Lots 1 through 21, Block B,
Lots 1 through 6, 60 through 65, Block C;

to the City of Maize, Sedgwick County, Kansas.

(d) The method of assessment is: on a fractional basis as described below:

Lots 1 through 10, Block A, Lots 1 through 16, Block B, and Lots 1 through 6, 61 through 65, Block C, EAGLES NEST 2ND ADDITION shall each pay 9/375 of the total cost of the improvements; and Lots 17 through 21, Block B, and Lot 60, Block C, EAGLES NEST 2ND ADDITION shall each pay 7/375 of the total cost of the improvements.

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 September 16, 2019.

(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 September 16, 2019, as the same appears of record in my office.

DATED: September 16, 2019.

By: _____
Name: Jocelyn Reid
Title: Clerk

**MAIZE CITY COUNCIL
REGULAR MEETING
WEDNESDAY, SEPTEMBER 16, 2019**

AGENDA ITEM #8B

ITEM: **Carriage Crossing 7 Paving Contract**

BACKGROUND:

On September 10, 2019, bids were received for Carriage Crossing 7 paving improvements.

Conspec, Inc. DBA Kansas Paving submitted the low total bid of \$239,173.75

The engineer's estimate was \$241,000.00

The City Engineer has confirmed the bids.

A bid tabulation sheet is attached.

FINANCIAL CONSIDERATIONS:

Carriage Crossing 7 will be included in the 2019 project funding plan.

LEGAL CONSIDERATIONS:

The City Attorney is reviewing the contract as to form.

RECOMMENDATION:

Accept the low bid and approve the construction agreement with Conspec, Inc. DBA Kansas Paving in a total amount not to exceed \$239,173.75 and authorize the Mayor to sign subject to approval by the City Attorney.

CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this 16th day of September, 2019, by and between THE CITY OF MAIZE, KANSAS, a municipal corporation (hereinafter the "City"), and Conspec, Inc. DBA Kansas Paving, whose principal office is at 4880 N. Broadway, Park City, Kansas 67219 (hereinafter the "Contractor").

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

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

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

Paving Improvements to Serve Carriage Crossing, Phase 7

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

SECTION 4. Contract Time. (a) The Work under this Agreement shall be substantially completed to the satisfaction of the Engineer as follows: Substantial completion of Sweetwater and Longbranch pavement, gravel drive construction, storm sewer, and grading, as outlined in the plans, must be complete within 30 working days of the Notice to Proceed. Allowances will be made for weather or other mitigating factors that impact the completion of work.

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

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

(b) **Payment.** The Contractor shall be entitled to payments of ninety-five percent (95%) of its progress estimated every thirty (30) days during the prosecution of the Work, subject to the Engineer's approval and certification by the City as to progress and completion of the Work. The five percent (5%) retainage, if undisputed, shall be returned no later than the thirtieth (30th) day following final completion; however, if any subcontractor is still performing work, the City may withhold that

portion of the retainage attributable to such subcontract until not later than thirty (30) days after such work is completed.

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

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

(a) A Performance and Maintenance Bond that guarantees the completion of the Work and guarantees maintenance of the Work following Final Completion for a two (2) year period in the amount of (\$239,173.75), conditioned on the satisfactory completion of the Work and completion of guaranteed maintenance of the Work.

(b) A Statutory Bond of the State of Kansas in the amount of Two Hundred Thirty Nine Thousand One Hundred and Seventy Three Dollars and Seventy Five Cents (\$239,173.75), conditioned upon the payment of all material and labor bills incurred in the making of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) The City's representative is:

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

(f) The Contractor's representative is:

Terry W. Hacker

Conspec, Inc. DBA Kansas Paving

4880 N. Broadway

Park City, Kansas 67219

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

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

CITY OF MAIZE, KANSAS

By: _____

Donna Clasen, Mayor

ATTEST:

BY _____

Jocelyn Reid, City Clerk

CONSPEC, INC DBA KANSAS PAVING

By  _____

Name: Terry W. Hacker

Title: Vice President

ATTESTED:

BY  _____

19SB0261

COPY FILED
APP DOCKET NO. _____

BOND TO THE STATE OF KANSAS

2019 SEP 11 A 9:21

STATUTORY PAYMENT BOND

CLERK OF DIST COURT
18TH JUDICIAL DISTRICT
SEDGWICK COUNTY, KS

(G.S. Kan. 60-1111, as amended)

BY _____

Bond # S013498

KNOW ALL MEN BY THESE PRESENTS, that we _____
Conspec, Inc. DBA Kansas Paving

as Principal, and _____
Employers Mutual Casualty Company

as Surety, are jointly and severally bound unto the State of Kansas in the sum of

Two hundred thirty-nine thousand one hundred seventy-three and 75/100 -----

Dollars (\$ 239,173.75 -----), for the use and benefit of persons entitled theretofore which
Payment shall well and truly be made, we hereby bind ourselves, our successors, heirs and
executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT

WHEREAS, the said Conspec, Inc. DBA Kansas Paving
has entered into a written contract with the City of Maize, Kansas, for certain work in connection
with the Paving Improvements to Serve Carriage Crossing, Phase 7

Maize, Kansas, under date of September 16, 2019.

District Court Bond # _____

NOW, THEREFORE, if the said Principal or the subcontractor or subcontractors of said Principal shall pay all indebtedness incurred for labor furnished, materials, equipment, or supplies used or consumed in connection with or in or about the construction of or in making such public improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered this 16th day of September, 2019.

Conspec, Inc. DBA Kansas Paving
Principal

WITNESS:
[Signature]

By *[Signature]*
(Signature)

President Larry Hacker
(print or type name and title)

Employers Mutual Casualty Company
Surety

By *[Signature]*
Attorney-in-Fact



JCH/lk (Revised 01/2012)



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

SALLY VOLDRICH

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Conspec, Inc. DBA Kansas
 Paving

S013498

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

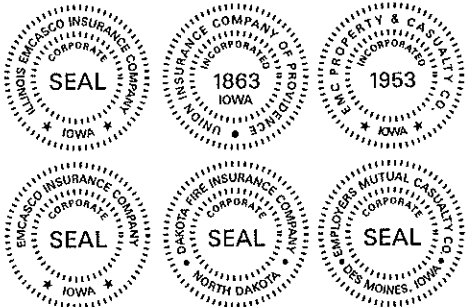
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



Bruce G. Kelley

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother

Todd Strother
Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.



Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of September, 2019.

J. D. Clough

Vice President

BOND TO THE CITY OF MAIZE

Bond # S013498

KNOW ALL MEN BY THESE PRESENTS: That we, Conspec, Inc. DBA Kansas Paving of the State of Kansas in the City of Wichita and having authority to do business in the State of Kansas, as principal, and Employers Mutual Casualty Company a surety corporation of Iowa and authorized to do business in the State of Kansas, as surety hereon, are held and firmly bound unto the City of Maize in the just and lawful sum of Two hundred Thirty-Nine Thousand One Hundred seventy-three and 75/100 ----- Dollars, good and lawful money of the United States of America, to the payment of which the Said principal hereby binds itself, its heirs, administrators, executors, successors, trustees, and Assigns, and the said surety hereby binds itself, its successors, trustees, and assigns, all jointly And severally, firmly by these presents.

Signed, sealed, and dated at Wichita, KS, this 16th day of September, 2019 A.D.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the said Principal, Conspec, Inc. DBA Kansas Paving of Wichita, KS has this 16th day of September, 2019 A.D. entered into a contract with the City of Maize to furnish all of the materials and labor necessary to construct and complete a certain public improvement in the City of Maize as follows:

Paving Improvements to Serve Carriage Crossing, Phase 7

According to the plans and specifications therefore, heretofor approved by the City Council of the City of Maize, and within the time and in compliance with every provision of said contract, and to maintain the same for a period of Two (2) years from date of completion, all in accordance with and as provided in said contract.

NOW THEREFORE if said principal shall well and faithfully and fully comply with all the requirements in the contract for said improvement, and shall complete same according to the terms thereof, and shall maintain said improvement in the manner and form set forth and required by said contract for the period of Two (2) years from date of completion, and shall save and hold the City of Maize harmless for all claims and suits brought against it, or the City of Maize for damages to property or injury to persons occasioned by or growing out of the construction of said improvement, or the failure or neglect of said principal to carry out said contract, or to complete and maintain said improvement and the works thereon as provided by the terms and provisions of said contract, then in that case, the obligation to be void; otherwise to be and remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the said principal has executed and surety has caused these presents to be signed by its duly authorized Attorney-in-Fact the day and year herein written.

Conspec, Inc. DBA Kansas Paving
Principal

By [Signature]
(Signature)

Larry Hacker President
(print or type name and title)

Employers Mutual Casualty Company
Surety

By [Signature]
Attorney-in-Fact



City Attorney

Approved as to form: _____

JCH/lk (Revised 01/2012)



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

SALLY VOLDRICH

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Conspec, Inc. DBA Kansas
Paving

S013498

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

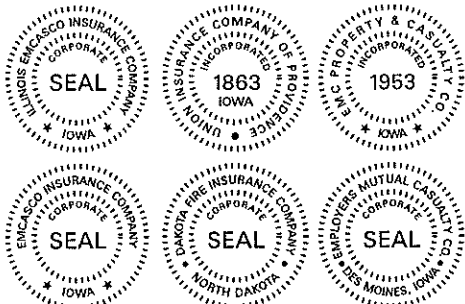
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duty called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



Bruce G. Kelley

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother

Todd Strother
Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of September, 2019.

J D Clough
Vice President

Paving Improvements
 Carriage Crossing Addition
 Maize, Kansas - Bid Tabulations
 9/10/2019

Item	Quantity	Unit	Engineer's Estimate		Cornejo & Sons		Kansas Paving		APAC	
			Price	Extension	Price	Extension	Price	Extension	Price	Extension
AC Pavement 5" (3" Bit. Base)	2721	sy	\$21.00	\$57,141.00	\$18.75	\$51,018.75	\$18.00	\$48,978.00	\$18.00	\$48,978.00
Reinforced Crushed Rock Base (5")	3657	sy	\$9.00	\$32,913.00	\$8.50	\$31,084.50	\$7.00	\$25,599.00	\$6.85	\$25,050.45
RCVG Pavement (7")	177	sy	\$45.00	\$7,965.00	\$52.00	\$9,204.00	\$42.00	\$7,434.00	\$55.00	\$9,735.00
AC Temp Pavement 5" (3" Bit. Base)	26	sy	\$20.00	\$520.00	\$50.00	\$1,300.00	\$45.00	\$1,170.00	\$150.00	\$3,900.00
Combined Curb & Gutter (3 5/8" RL & 1 1/2")	1797	lf	\$10.00	\$17,970.00	\$9.50	\$17,071.50	\$8.00	\$14,376.00	\$12.50	\$22,462.50
Combined Curb & Gutter 6 5/8")	61	lf	\$9.00	\$549.00	\$24.00	\$1,464.00	\$12.00	\$732.00	\$60.00	\$3,660.00
Mono Edge Curb (6 5/8")	120	lf	\$5.00	\$600.00	\$4.50	\$540.00	\$1.00	\$120.00	\$5.00	\$600.00
Concrete Sidewalk (4")	4587	sf	\$4.00	\$18,348.00	\$3.50	\$16,054.50	\$2.75	\$12,614.25	\$3.60	\$16,513.20
Wheelchair Ramp Construction (30 sf)	2	ea	\$35.00	\$70.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$700.00	\$1,400.00
Gravel Road, Removed	1700	sy	\$1.50	\$2,550.00	\$0.50	\$850.00	\$2.00	\$3,400.00	\$0.35	\$595.00
Gravel Road, Constructed	178	lf	\$5.00	\$890.00	\$17.50	\$3,115.00	\$15.00	\$2,670.00	\$14.25	\$2,536.50
Excavation	3900	cy	\$2.50	\$9,750.00	\$4.25	\$16,575.00	\$5.00	\$19,500.00	\$3.50	\$13,650.00
Compacted Fill (95% Density)	2800	cy	\$1.00	\$2,800.00	\$2.25	\$6,300.00	\$1.00	\$2,800.00	\$1.75	\$4,900.00
Site Grading	1	ls	\$2,500.00	\$2,500.00	\$17,000.00	\$17,000.00	\$26,000.00	\$26,000.00	\$13,250.00	\$13,250.00
Site Restoration	1	ls	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00	\$2,300.00	\$2,300.00	\$25,000.00	\$25,000.00
Project Seeding	1	ls	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00
Erosion Control BMP	1	ls	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00	\$1,000.00	\$1,000.00	\$4,590.00	\$4,590.00
Street Signage	1	ls	\$2,000.00	\$2,000.00	\$1,937.00	\$1,937.00	\$2,434.00	\$2,434.00	\$1,237.00	\$1,237.00
Sawed Joint	31	lf	\$4.00	\$124.00	\$6.00	\$186.00	\$1.50	\$46.50	\$25.00	\$775.00
SWS Pipe RCP 12"	350	lf	\$50.00	\$17,500.00	\$31.00	\$10,850.00	\$45.00	\$15,750.00	\$31.00	\$10,850.00
SWS Pipe RCP 18"	518	lf	\$60.00	\$31,080.00	\$36.00	\$18,648.00	\$54.00	\$27,972.00	\$36.00	\$18,648.00
Flowable Fill	46	lf	\$35.00	\$1,610.00	\$46.00	\$2,116.00	\$21.00	\$966.00	\$46.00	\$2,116.00
Rip-Rap, Light Stone	18	sy	\$90.00	\$1,620.00	\$78.00	\$1,404.00	\$209.00	\$3,762.00	\$78.00	\$1,404.00
First Flush Basin	1	ea	\$14,500.00	\$14,500.00	\$17,600.00	\$17,600.00	\$10,750.00	\$10,750.00	\$17,600.00	\$17,600.00
MH, Special Shallow Typ A w/ Frame & Grate	2	ea	\$4,000.00	\$8,000.00	\$2,950.00	\$5,900.00	\$3,300.00	\$6,600.00	\$2,950.00	\$5,900.00
Project Total				\$241,000.00		\$252,218.25		\$239,173.75		\$258,350.65

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, SEPTEMBER 16, 2019**

AGENDA ITEM # 8C

ITEM: UTILITY ORDINANCES

BACKGROUND:

We are in the fifth and final year of our current water and wastewater ordinances, which will both expire December 31, 2019. During the past five years, we have seen consistent growth in our Residential, Commercial and Industrial areas. Based on the current growth pattern, there is also an increased demand for services and future utility expansion.

Staff has reviewed current water and sewer ordinances, tested rate structures and established a water in/water out billing system. Additionally, USD #266 rates have been restructured, eliminating the “population based” billing for water and the flat fee for sewer. A fair and consistent rate structure has been created and staff is confident the new structure combined with future growth will create self-sustaining funds and enhance reserves.

FINANCIAL CONSIDERATIONS:

The proposed rate structure will enhance utility revenues and reserves, allow for future growth and provide a fair and consistent structure for our customers.

LEGAL CONSIDERATIONS:

The City Attorney approves the Ordinances as to form.

RECOMMENDATION/ACTION:

Move to approve the following:

1. Approve Ordinance amending Section 15-219 relating to Water Rates
2. Approved Ordinance amending Section 15-429 relating to Wastewater Treatment System.
3. And authorize the Mayor to sign

[A Summary of this Ordinance was Published in the *Mount Hope Clarion* on _____, 2019.]

ORDINANCE NO. _____

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

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

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

15-219. **RATES FOR CUSTOMERS.**

(a) Definitions. For purposes of this section, the following phrases shall have the meaning set forth as follows:

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

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

(3) “City” means the City of Maize, Kansas.

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

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

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

(2) Residential, multi-family residential, commercial, higher education institutions, educational institutions, industrial or other entity beginning January 1st, 2020 will pay a base rate per Billing Period as set forth in Table 1 below.

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

Table 1: Water User Rates – 2020 to 2022

Effective Date	Base Rate		Rate/1,000 Gallons For 3,000 to 5,000	Rate/1,000 Gallons For 6,000 to 70,000	Rate/1,000 Gallons For 71,000 and more gallons used
January 1, 2020	3/4-inch & 5/8-inch meters	\$26.50	\$ 4.91	\$ 7.82	\$4.91
	1-inch meter	\$34.50			
	1 ½-inch meter	\$42.50			
	2-inch up to 3-inch meter	\$51.50			
	3-inch up to 4-inch meter	\$61.50			
	4-inch up to 6-inch meter	\$71.50			
	6-inch meter and above	\$81.50			
January 1, 2021	3/4-inch & 5/8-inch meters	\$26.50	\$ 5.16	\$ 8.07	\$ 5.41
	1-inch meter	\$34.50			
	1 ½-inch meter	\$42.50			
	2-inch up to 3-inch meter	\$51.50			
	3-inch up to 4-inch meter	\$61.50			
	4-inch up to 6-inch meter	\$71.50			
	6-inch meter and above	\$81.50			
January 1, 2022	3/4-inch & 5/8-inch meters	\$26.50	\$ 5.41	\$ 8.32	\$ 5.91
	1-inch meter	\$34.50			
	1 ½-inch meter	\$42.50			
	2-inch up to 3-inch meter	\$51.50			
	3-inch up to 4-inch meter	\$61.50			
	4-inch up to 6-inch meter	\$71.50			
	6-inch meter and above	\$81.50			

(4) Multi-family residential complexes located within the corporate limits of the City shall be charged one Base Rate per Billing Period per meter. Every unit in a multi-family complex shall have a separate meter when every unit in the complex has a ground floor. When a multi-family complex has more than one story, and individual residential units can be accessed from common areas on floors other than the ground floor, each building within the complex may be served by one meter. Each multi-family residential unit, occupied multi-family residential unit and non-occupied multi-family residential unit that is available for water service shall pay the Base Rate per billing period, per meter, on a per residence basis.

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

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

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

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

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

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

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

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

SECTION 3. Effective Date. This ordinance shall take effect on January 1st, 2020.

PASSED by the City Council and APPROVED by the Mayor on this _____ day of _____, 2019.

(SEAL)

DONNA CLASEN, Mayor

ATTEST:

JOCELYN REID, City Clerk

APPROVED AS TO LEGAL FORM:

THOMAS R. POWELL, City Attorney

ORDINANCE NO.

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

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

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

15-429. **WASTEWATER COLLECTION AND TREATMENT CHARGES.**

(1) Definitions. The following terms and phrases, as used in this Ordinance, shall have the meanings hereinafter designated.

(a) Users. Single Family Residential, Single-Story Multi-Family Residential, Commercial, Small Industrial and Educational Institution users located within the corporate limits of the City, contributing less than or equal to normal strength sewage.

(b) Multi-Story Multi-Family Residential Complex. A Multi-Story Multi-Family Residential Complex, located within the corporate limits of the City, contributing less than or equal to normal strength sewage. A per unit charge shall be assessed on the basis of the total number of units, regardless of whether or not they are occupied. The City shall send one monthly bill to the owners, who shall be responsible for paying the monthly charge.

(c) Multi-Unit Commercial Centers. A Multi-Unit Commercial Center contributing less than or equal to normal strength sewage. A per unit charge shall be assessed on the basis of the total number of units, regardless of whether or not they are occupied. The City shall send one monthly bill to the owners, who shall be responsible for paying the monthly charge.

(d) Heavy Commercial Users. Non-residential users contributing more than 3000 gallons per day of greater than normal domestic strength sewage.

(e) Extra-Strength Users. Commercial and Industrial users of the City Sewer System that discharge greater than normal domestic strength sewage.

(2) Single Family Residential, Single-Story Multi-Family Residential, Commercial, Small Industrial and Educational Institution users within the corporate limits of the City shall be charged one base rate per billing period per meter. Every unit in a multi-family complex shall have a separate meter when every unit in the complex has a ground floor. Each user shall pay a monthly base rate sewer charge based on water meter size, per Billing Period. An additional charge shall be assessed based on gallons of water consumed by such user as recorded by each water meter serving the address, which will be adjusted on an annual basis, as set forth in Table 1 below.

Table 1: Sewer User Rates – 2020 to 2022

	Base Rate	Rate/1,000 Gallons For 1,000 to 4,000	Rate/1,000 Gallons For 5,000 to 50,000	Rate/1,000 Gallons For 51,000 to 250,000	Rate/1,000 Gallons For 251,000 and more gallons used	
January 1, 2020	3/4-inch & 5/8-inch meters	\$30.00	\$ 1.50	\$ 1.75	\$2.00	\$2.50
	1-inch meter	\$60.00				
	1 ½-inch meter	\$90.00				
	2-inch up to 3-inch meter	\$120.00				
	3-inch up to 4-inch meter	\$150.00				
	4-inch up to 6-inch meter	\$180.00				
	6-inch meter and above	\$210.00				

January 1, 2021	3/4-inch & 5/8-inch meters	\$30.00	\$ 1.65	\$ 1.90	\$2.15	\$2.65
	1-inch meter	\$60.00				
	1 ½-inch meter	\$90.00				
	2-inch up to 3-inch meter	\$120.00				
	3-inch up to 4-inch meter	\$150.00				
	4-inch up to 6-inch meter	\$180.00				
	6-inch meter and above	\$210.00				
January 1, 2022	3/4-inch & 5/8-inch meters	\$30.00	\$ 180	\$ 2.05	\$ 2.30	\$2.80
	1-inch meter	\$60.00				
	1 ½-inch meter	\$90.00				
	2-inch up to 3-inch meter	\$120.00				
	3-inch up to 4-inch meter	\$150.00				
	4-inch up to 6-inch meter	\$180.00				
	6-inch meter and above	\$210.00				

(3) A Multi-Story Multi-Family complex or a Multi-Unit Commercial Center, within the corporate limits of the City, shall pay a base fee per unit per billing period on the basis of the total number of units, regardless of whether or not they are occupied, as set forth in Table 2 below. An additional charge shall be assessed per billing period, based on gallons of water consumed as recorded by each water meter, which will be adjusted on an annual basis, as set forth in Table 2 below. The City shall send one monthly bill to the owners, who shall be responsible for paying the monthly charges.

Table 2: Multi-Unit Commercial Sewer User Rates – 2020 to 2022

Effective Date	Base Rate		Rate/1,000 0 Gallons For 1,000 to 4,000	Rate/1,000 Gallons For 5,000 to 50,000	Rate/1,000 Gallons For 51,000 to 250,000	Rate/1,000 Gallons For 251,000 and more gallons used
January 1, 2020	Multi-family multi-story	\$18.00	\$1.50	\$1.75	\$2.00	\$2.50
	Multi-unit commercial	\$30.00				
January 1, 2021	Multi-family multi-story	\$18.00	\$1.65	\$1.90	\$2.15	\$2.65
	Multi-unit commercial	\$30.00				
January 1, 2022	Multi-family multi-story	\$18.00	\$1.80	\$2.05	\$2.30	\$2.80
	Multi-unit commercial	\$30.00				

(4) In addition to the sewer charges set forth in Table 1 and Table 2 above, Single Family Residential, Single-Story Multi-Family Residential, Commercial, Small Industrial, Educational Institutions, Multi-family Multi-story Residential, Multi-Unit Commercial Centers and Extra Strength Users shall be assessed a \$3.00 Wastewater Treatment Plant Expansion base fee per unit, per billing period, on the basis of the total number of units, regardless of whether or not they are occupied. An additional charge shall be assessed per unit per billing period based on gallons of water consumed, as recorded by each water meter, which will be adjusted on an annual basis, as set forth in Table 3 below.

Table 3: Wastewater Treatment Plant Expansion Fee Rates – 2020 to 2022

Effective Date	Base Rate		Rate/1,000 0 Gallons For 6,000 to 15,000	Rate/1,000 Gallons For 16,000 to 75,000	Rate/1,000 Gallons For 76,000 to 175,000	Rate/1,000 Gallons For 176,000 and more gallons used
	Includes 5,000 Gallons					

January 1, 2020 – December 31, 2022	3/4-inch & 5/8-inch meters	\$3.00	\$0.10	\$0.15	\$0.20	\$0.25
	1-inch meter	\$3.00				
	1 ½-inch meter	\$3.00				
	2-inch up to 3-inch meter	\$3.00				
	3-inch up to 4-inch meter	\$3.00				
	4-inch up to 6-inch meter	\$3.00				
6-inch meter and above	\$3.00					

(4) Class VI. Extra-strength Users shall be charged a minimum Extra-Strength User fee of \$80.00 and a Heavy Commercial User Fee of \$120.00. Extra-strength Users shall also pay a \$3.00 Wastewater Treatment Plant Expansion base fee per month, per billing period and an additional charge based on gallons of water used per month, per billing period, which will be adjusted on an annual basis as set forth in Table 3 above. Charges to these users will be commensurate with their flows and contributions using a quarterly flow measuring system to be administered at the discretion of the City of Maize. Those parameters shall be routinely measured by the City. Parameters shall include a parameter defined as "other" which may be any substance that is deemed by the City or the Kansas Department of Health and Environment to have caused the City to be in violation of its discharge permit. If such charges relating to the specific damage are not defined, the City shall determine and assess the cost of the actual damages incurred by the City. Sewage discharged to the sanitary sewer system from a user who contributes greater than domestic strength wastewater, as determined by the Environmental Protection Agency methodology stipulated in 40 C.F.R. part 13C analysis procedures, is subject to extra-strength charges. Sample collection methodology will be as verified by the Director of Public Works. The charge to users which contribute greater than normal domestic strength wastewater shall be as set forth in Table 4 below:

Table 4: Extra Strength Unit Charges

	Charges per pound based on quarterly samples
BOD	\$0.07
Suspended Solids	\$0.11
Grease	\$0.53
Other	\$0.53

	Charges per 1,000 gallon of discharge based on quarterly samples
Volume per 1,000 gallons	\$3.04

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

Section 3. Effective Date. This Ordinance will take effect on January 1, 2020.

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

PASSED by the Governing Body, and APPROVED by the Mayor of the City of Maize, Kansas on this ___ day of _____, 2019

(SEAL)

Donna Clasen, Mayor

ATTEST:



Monthly Council Report

Department Highlights

- ◆ All Departmental functions and activities are normal.
- Our SRO's have been busy with the new school year. We have initially seen an increase in assist calls at the elementary schools for unruly and out of control kids. We are working with school staff to identify any factors that may be associated with the increase.
- Burglaries are on an increase county-wide and most recently our area has been the focus of several residential burglaries. KAKE news recently featured a break-in that occurred in Maize and during the night while the family was asleep. We are getting as much information out to citizens as possible to increase vigilance and make people aware. We have identified the suspect and are working to track him down.
- Paige Bliss has been hired to fill our Police Clerk vacancy. Paige comes with much experience in public safety, most recently working as support staff for Sheriffs investigations. Prior to that Paige was a 911 dispatcher. We are excited to have her as part of our team!

Budget status: N/A

Major purchases: None

Current Staff Levels.

14 Full-time -
2 Part-time
4 Reserve
4 Reserve -Vacant

Monthly Activities

August Police Reports - 639
August calls for service - 470

Community Policing:

Working on Fall Festival 2019 Activities

PUBLIC WORKS REPORT 9-10-19

Regular Work

- Graded the gravel streets two times this past month.
- Picked up 16 locations for brush this month. Many loads brought in on brush day.
- Had Over 130 locates this month.
- Shut off 15 water meters on shut off day.
- We have mowed and kept up with the park, city hall and EMS as well as road ROW's.

Special Projects

- We have installed both of the new blowers at the WWTP. One is operational now and the other should be operational by September 11, as we are waiting on a bushing so we can install the pulley. We feel that we should have plenty of air for the WWTP once both are operational, and we should be back in compliance to stay.
- The blocks for the storage bins at the cemetery are now installed and it is working great. It will keep the cemetery looking much cleaner and will not track mud everywhere when we have to dig and cover a grave in rainy weather. The columbarium is now in place and looks very nice.
- We put out the flags for 9-11 on Tuesday the 10th.
- Had a situation at 4023 Stonebarn and 4019 Stonebarn. The water lines were installed in the wrong meter can. We had to re-tap the line for 4023 to the main across the street. Because of this we removed several sections of sidewalk and bored to hook 4023 Stonebarn to the correct meter can so we could then hook 4019 Stonebarn to its correct meter setter. Quite a chore since everyone has a beautiful yard in Fiddlers Cove.
- Began removing trees and bushes and trimming others in preparation for installing the new sidewalk along 45th street between Maize Road and Maize High School. We hope Andale will get that project started later this month. Many even along 45th are very happy to see a sidewalk along this stretch of road.

Ron Smothers, Public Works Director

City Engineer's Report

9/10/2019

Copper Creek Apartments

The second building is occupied. Buildings 5, 8 and 9 are currently under construction. The clubhouse interior has been started; the apartment administration offices are now operating out of the clubhouse.

Cypress Point

One model home is occupied on Red Fox Circle and one custom built home is occupied on Brush Creek. Two other homes have complete exteriors with construction on-going in the interiors.

Carriage Crossing

Dirt has been brought in from off-site to stabilize the lots on Sweetwater Street. Final grading for that area is being established.

Hampton Lakes Villas

Permits have yet to be pulled. Gas and electrical lines are being installed.

Evans Building

The building is completely enclosed, except for that portion that extends on the east side.

Dollar Tree

Building is complete and is being stocked with product.

Dollar General

Concrete work is complete.

**PLANNING ADMINISTRATOR'S
REPORT**

DATE: September 5, 2019

TO: Maize City Planning Commission

FROM: Kim Edgington, Planning Administrator

RE: Regular September Commission Meeting

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

1. Comprehensive Plan Update – The last round of public presentation to the community was conducted by Gould Evans at the September 5th Planning Commission meeting. We held a joint Open House with the Academy Arts District Plan and have the final presentation to Council scheduled for this meeting.
2. Academy Arts District Plan – Planning Commission conducted a public hearing on September 5, 2019 and recommended adoption to the City Council as an addendum to the Comprehensive Plan.
3. Dollar General at 5500 N Maize Road – final plat has been approved and construction has begun.
4. General planning issues – I continue to meet, both on the phone and in person, with citizens and developer's representatives requesting information on general planning matters, such as what neighboring property owners are planning to do, what they are allowed to do on their property, and what the process is for submitting various applications and materials to the Planning Commission.



**City Clerk Report
REGULAR COUNCIL MEETING
September 16, 2019**

Year to date status (Through 08/31/19):

General Fund –			
	Budget	YTD	
Rev.	\$3,926,887	\$3,365,788	85.71%
Exp.	\$4,052,763	\$2,604,847	64.27%
Streets –			
Rev.	\$ 323,270	\$ 223,230	69.05%
Exp.	\$ 313,550	\$ 218,135	69.57%
Wastewater Fund-			
Rev.	\$ 892,000	\$ 732,004	82.06%
Exp.	\$ 892,000	\$ 624,010	69.96%
Water Fund-			
Rev.	\$ 948,000	\$ 861,919	90.92%
Exp.	\$ 948,000	\$ 606,917	64.02%

Health & Dental Benefits

Per Council's request, here are the 2019 numbers (through 08/31/2019) 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:	\$232,902.39	\$ 58,221.66	\$291,124.05
Dental:	13,872.24	3,468.78	17,341.02
Life:	<u>8,687.01</u>	<u>0</u>	<u>8,687.01</u>
	\$255,461.64	\$ 61,690.44	\$317152.08

Bulk Waste Coupons:

The City is distributing coupons for citizens to use at the Waste Connections transfer stations again this year. As of 8/9/19, 168 coupons (200 were printed) have been given out. As of 7/31/19, 59 coupons have been redeemed at the transfer station. I have not received an update as of 9/4/19. The City pays \$35/redeemed coupon (an increase of \$3.00 from 2018). The coupons are good through 9/30/19.

In 2018, the City distributed 163 out of 175 coupons and 102 were redeemed.

Out of the Office:

I will be out of the office from 9/6/19 through 9/16/19. I will be back in the office on 9/17/19. Sue will be covering the meeting for me.

CIP 2019 (As of 08/31/2019)

<u>Detail</u>	<u>Reason</u>	<u>August Revenue</u>	<u>August Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/19					\$ 279,203.40
Ad Valorem	Tax	-	-	-	-
Motor Vehicle	Tax	-	-	-	-
Delinquent	Tax	-	-	-	-
Interest	From Bank Accounts	2,953.65		10,000.00	23,047.31
Other Revenues		-			20.00
Transfers		31,250.00		400,000.00	250,000.00
Total Revenues		<u>34,203.65</u>		<u>410,000.00</u>	<u>273,067.31</u>
Total Resources					<u><u>552,270.71</u></u>
Street Improvements		23.08	282,874.86	30,000.00	282,897.94
Sidewalk/Bike Paths		429.00	-	100,000.00	429.00
Park Improvements		-	-	200,115.00	10,000.00
Other Capital Costs		-	-	-	-
Total Expenditures		<u>452.08</u>	<u>282,874.86</u>	<u>330,115.00</u>	<u>293,326.94</u>
Cash Balance - 08/31/2019					<u><u>\$ 258,943.77</u></u>

Equipment Reserve 2019 (As of 08/31/2019)

<u>Detail</u>	<u>Reason</u>	<u>August Revenue</u>	<u>August Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/19					\$ 112,929.76
Interest	From Bank Accounts	257.82		2,500.00	2,011.75
Reimbursements	From Insurance				(0.34)
Transfers	From General Fund	14,150.00		169,800.00	113,200.35
Total Revenues		\$ 14,407.82		\$ 172,300.00	\$ 115,211.76
Total Resources					\$ 228,141.52
Trucks/Heavy Equipment			\$ -	\$ 40,500.00	\$ 35,434.30
Computers		-	-	50,000.00	9,300.99
Police Department Expenses		-	10,399.10	60,000.00	35,740.44
Police Department Tech Expenses			-	51,000.00	50,920.00
Total Expenditures			\$ 10,399.10	\$ 201,500.00	\$ 131,395.73
Cash Balance - 08/31/2019					\$ 96,745.79

CITY OF MAIZE/REC COMMISSION
 SHARED COSTS FOR CITY HALL COMPLEX
 THRU 08/31/2019

	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	\$6,159.60	\$5,358.88	\$800.72	Flat - based on number of lines
Internet	750.51	675.46	75.05	6,004.08	2,363.68	600.40	Flat - \$75.05/month
Gas	83.58	46.05	37.53	4,256.25	2,345.19	1,911.06	44.90%
Electric	2,975.88	1,639.71	1,336.17	16,440.93	9,058.95	7,381.98	44.90%
Janitor	1,942.54	1,070.34	872.20	14,248.31	7,850.82	6,397.49	44.90%
Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00	
Trash	99.18	54.65	44.53	754.02	380.19	338.55	44.90%
Insurance (Annual Bill)	0.00	0.00	0.00	0.00	0.00	0.00	44.90%
Pest Control	300.00	275.00	25.00	2,400.00	2,200.00	200.00	Flat - Exterminator breaks rate out
Lawn Service	0.00	0.00	0.00		0.00	0.00	Provided by Public Works
Total	\$6,921.64	\$4,431.07	\$2,490.57	\$50,263.19	\$29,557.71	\$17,630.20	

Shared Costs for City Hall
 Updated 9/4/2019

CITY OF MAIZE/USD #266
 SHARED COSTS FOR SCHOOL RESOURCE OFFICERS
 THRU 08/31/2019

	MONTHLY BILL	CITY PORTION	USD #266 PORTION	YEAR TO DATE COSTS	CITY PORTION YEAR TO DATE	USD #266 PORTION YEAR TO DATE
Wages	\$ 11,083.49	\$ 2,770.87	\$ 8,312.62	\$ 82,079.15	\$ 20,519.79	\$ 61,559.36
FICA/Medicare Taxes	819.72	\$ 204.93	\$ 614.79	6,096.58	1,524.15	4,572.44
KPERS (Employer)	1,096.15	\$ 274.04	\$ 822.11	8,117.62	2,029.41	6,088.22
Health/Life/Other Employer Paid Benefits	1,472.68	\$ 368.17	\$ 1,104.51	9,138.09	2,284.52	6,853.57
Total Shared Costs	\$ 14,472.04	\$ 3,618.01	\$ 10,854.03	\$ 105,431.44	\$ 26,357.86	\$ 79,073.58



DATE: September 11, 2019
TO: Maize City Council
FROM: Sue Villarreal - Jolene Graham – Richard LaMunyon
RE: September Operations Report

1. Pending Council Items

- Reiloy USA IRB Resolution of Intent (Sept 25)
- Black Hills Franchise Ordinance (Oct)
- Eagles Nest II Engineering Contract (Oct)
- Cemetery Board: Columbarium Regulations (Oct)

2. USD 266 Expansion

Due to the overwhelming passage of the bonds last month, a new 1000 student Intermediate school will be built on 45th Street west of 119th Street and a new Natatorium will be built on Academy, west of the USD 266 administrative offices. Staff is meeting with Superintendent Higgins and USD 266 staff tomorrow to discuss the timeline and partnership on utilities and street infrastructure.

3. iCompass

Staff has been in discussion regarding the feasibility of subscribing to the web-based iCompass program for agenda development. This service is highly recommended by both Derby's and Andover's municipal staff and their elected officials for its ease of use and return on investment. Additionally, USD 266 utilizes the BoardDocs program for their agendas, which is produced and managed under the same Diligent brand as iCompass. A brief eight minute video introduction to iCompass [from the Council's perspective can be found here](#).

Councilmembers are also encouraged to visit the agenda portals below and provide feedback to staff.

- [Derby](#)
- [Andover](#)
- [USD 266](#)

4. Ballet in the Park

The Park & Tree Board's 4th annual sponsorship of Wichita Ballet's "Ballet in the Park" series was a success with several hundred people in attendance for the performance of "Cinderella" on Sunday, September 8th.

5. Budget Management Team

The Budget Management Team is in the process of evaluating the 2019 budget. As we enter the fourth quarter, it is important to ensure that the budget projections made earlier in the year are correct and meeting expectations. Adjustments the budget team made based on projections included:

- An increase for the cash carryover amount (projected to be \$121,000) up to a minimum of 5% or \$218,000.
- The potential shortage for the housing incentive program; up to \$80,000
- A possible shortage for Technology.

Utilizing existing 2019 budgeted funds and reassigning priorities, the Budget Team developed a plan to meet these expectations. Monthly monitoring shows that the projections are on track. However, if additional corrections are required, they will be identified and adjusted at the Budget Team's October meeting. The funding for the "Utility Expansion" study is also under review. If appropriate funds can be identified, a recommendation to move forward with the project will be brought to the Council for consideration.

6. Upcoming Meetings

- | | | |
|------------------------------|------------------------|---------|
| • Wednesdays | Mayor's Weekly Meeting | @ 11 am |
| • September 16 th | Council | @ 7pm |
| • September 25 th | Special Council | @ 11 am |
| • October 21 st | Council | @ 7pm |