

**MEETING NOTICE
MAIZE CITY COUNCIL
REGULAR MEETING**

TIME: 7:00 P.M.
DATE: MONDAY, JUNE 20, 2016
PLACE: MAIZE CITY HALL
10100 W. GRADY AVENUE

AGENDA

MAYOR CLAIR DONNELLY PRESIDING

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance/Moment of Silence
- 4) Approval of Agenda
- 5) Public Comments
- 6) Consent Agenda
 - a. Approval of Minutes – Regular Council Meeting of May 16, 2016.
 - b. Cash Disbursements from May 1, 2016 thru May 31, 2016 in the amount of \$484,658.25 (Check #62354 thru #62543).
 - d. Approval of Cereal Malt Beverage application from June 20, 2016 through December 31, 2016 for Paraiso Tex-Mex Restaurant.
- 7) Old Business
 - A. Series 2016A Water Bonds Refunding Sale
- 8) New Business
 - A. KDOT Controlled Access Agreement
 - B. Hampton Lakes 3rd Addition (Edward Rose) Plat and Zone Change Request
- 9) Reports
 - Police
 - Public Works
 - City Engineer
 - Planning & Zoning

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, JUNE 20, 2016**

- City Clerk
- Legal
- Operations
- Mayor's Report
- Council Member's Reports

10) Executive Session

11) Adjournment

**MINUTES-REGULAR MEETING
MAIZE CITY COUNCIL
Monday, May 16, 2016**

The Maize City Council met in a regular meeting at 7:00 p.m., Monday, **May 16, 2016** in the Maize City Hall, 10100 Grady Avenue, with **Mayor Clair Donnelly** presiding. Council members present were **Pat Stivers, Karen Fitzmier, and Donna Clasen. Kevin Reid and Alex McCreath** were absent.

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

APPROVAL OF AGENDA:

The Agenda was submitted for approval.

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

CONSENT AGENDA:

The Consent Agenda was submitted for approval including:

- a) Approval of minutes – Regular Council Meeting of April 18, 2016.
- b) Receive and file minutes from the Park and Tree board meeting of February 9, 2016 and April 12, 2016.
- c) Cash Disbursements from April 1, 2016 through April 30, 2016 in the amount of \$625,698.96 (Check #62189 through #62353).
- d) Approval of Cereal Malt Beverage application from May 16, 2016 through December 31, 2016 for Maize Hotel, LLC (Holiday Inn Express).

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

WATER UTILITY REFUNDING REVENUE BONDS – SALE RESOLUTION:

A sale resolution to authorize bids for Series 2016A Utility Revenue Bonds in the amount of \$4,125,000 for refunding 2006 Bonds was submitted for Council approval.

MOTION: **Fitzmier** moved to approve the sale resolution for the 2016A Utility Revenue Bonds in an amount not to exceed \$4,125,000.
Stivers seconded. Motion declared carried.

City Clerk assigned Resolution #581-16

MAYOR'S PLANNING COMMISSION AND PARK/TREE BOARD APPOINTMENTS:

Mayor Donnelly recommended the re-appointments of Andrew Sciolaro, Bryant Wilks and Mike Burks to the Planning Commission, and Joshua Belcher and Patrick Atchison to the Park/Tree Board for three year appointments expiring May 31, 2019.

MOTION: **Fitzmier** moved to approve the Mayor's re-appointments to the Planning Commission and Park/Tree Board.
Stivers seconded. Motion declared carried.

EXECUTIVE SESSION:

Mayor Donnelly requested a 15-minute executive session for attorney/client privilege.

MOTION: **Clasen** moved to enter executive session for 15 minutes to discuss personnel.
Stivers seconded. Motion declared carried.

Council entered executive session at 7:25 pm and reconvened the regular meeting at 7:35 pm. No action was taken.

MOTION: *Clasen* moved to approve the Agreement entitled the “Settlement and Release of all Claims” that is between MKEC, City of Maize and Walker, Lane & Reed, and to authorize the Mayor to sign the Agreement, subject to final wording of the Agreement being approved by the City Attorney.
Fitzmier seconded. Motion declared carried.

ADJOURNMENT:

With no further business before the Council,

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

Respectfully submitted by:

Sue Villarreal, Deputy City Clerk

CITY OF MAIZE
Cash and Budget Position
Thru May 31, 2016

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	\$ 608,054.95	\$ 152,970.71	\$ 305,132.82	\$ 455,892.84	\$ 3,369,786.00	\$ 1,582,232.16	\$ 1,515,529.41	\$ 1,854,256.59	55.03%
02	Street Fund	154,691.07	12,500.00	21,853.81	145,337.26	294,100.00	126,704.60	132,357.05	161,742.95	55.00%
04	Capital Improvements Fund	279,462.47	40,862.53	1,695.62	318,629.38	665,000.00	229,496.20	263,318.10	401,681.90	60.40%
05	Long-Term Projects	(781,985.79)	-	115,575.43	(897,561.22)	-	-	615,935.88		
10	Equipment Reserve	46,056.71	30,183.76	30,075.62	46,164.85	230,000.00	106,934.86	175,333.12	54,666.88	23.77%
11	Police Training Fund	636.49	351.00	-	987.49	2,000.00	1,491.00	1,772.50	227.50	11.38%
12	Municipal Court Fund	15,806.84	3,206.09	-	19,012.93	-	9,339.40	7,485.56		
16	Bond & Interest Fund	745,742.74	53,620.55	-	799,363.29	2,552,350.00	1,031,754.05	460,085.67	2,092,264.33	81.97%
19	Wastewater Reserve Fund	145,385.94	3,000.00	-	148,385.94	-	15,000.00	-		
20	Wastewater Treatment Fund	622,519.92	65,105.97	57,780.11	629,845.78	714,000.00	342,892.70	311,595.35	402,404.65	56.36%
21	Water Fund	442,623.41	65,718.47	80,189.61	428,152.27	769,500.00	332,231.41	337,606.48	431,893.52	56.13%
22	Water Reserve Fund	125,148.81	3,000.00	-	128,148.81	-	15,000.00	-	-	
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	Drug Tax Distribution Fund	2,404.57	-	-	2,404.57	-	-	-		
38	Cafeteria Plan	4,520.49	893.22	292.19	5,121.52	-	5,805.93	5,964.12		
98	Maize Cemetery	163,249.37	1,343.46	2,500.41	162,092.42	161,706.00	16,621.30	11,774.73	149,931.27	92.72%
Report Totals		\$ 2,990,118.08	\$ 432,755.76	\$ 615,095.62	\$ 2,807,778.22	\$ 8,758,442.00	\$ 3,815,503.61	\$ 3,838,757.97	\$ 5,549,069.59	63.36%

CITY OF MAIZE
Bank Reconciliation Report
For May 2016

Fund Balances

FUND	NAME	BEGIN			END	
		PERIOD	RECEIPTS	DISBURSEMENTS	PERIOD	
01	General Fund	\$ 608,054.95	\$ 152,970.71	\$ 305,132.82	\$	455,892.84
02	Street Fund	154,691.07	12,500.00	21,853.81		145,337.26
04	Capital Improvements Fund	279,462.47	40,862.53	1,695.62		318,629.38
05	Long-Term Projects	(781,985.79)	-	115,575.43		(897,561.22)
10	Equipment Reserve Fund	46,056.71	30,183.76	30,075.62		46,164.85
11	Police Training Fund	636.49	351.00	-		987.49
12	Municipal Court Fund	15,806.84	3,206.09	-		19,012.93
16	Bond & Interest Fund	745,742.74	53,620.55	-		799,363.29
19	Wastewater Reserve Fund	145,385.94	3,000.00	-		148,385.94
20	Wastewater Treatment Fund	622,519.92	65,105.97	57,780.11		629,845.78
21	Water Fund	442,623.41	65,718.47	80,189.61		428,152.27
22	Water Reserve Fund	125,148.81	3,000.00	-		128,148.81
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	Drug Tax Distribution Fund	2,404.57		-		2,404.57
38	Cafeteria Plan	4,520.49	893.22	292.19		5,121.52
98	Maize Cemetery	163,249.37	1,343.46	2,500.41		162,092.42
Totals All Fund		\$ 2,990,118.08	\$ 432,755.76	\$ 615,095.62	\$	2,807,778.22

Bank Accounts and Adjustments

Halstead Checking Account	\$ 678,204.59	\$ 309,965.21	\$ 643,047.78	\$	345,122.02
Outstanding Items				\$	(150,922.87)
Halstead Bank Money Market Account	2,450,890.64	596.01			2,451,486.65
Maize Cemetery CD 85071	91,025.31		-		91,025.31
Maize Cemetery Operations	72,224.06	1,343.46	2,500.41		71,067.11
Totals All Banks	\$ 3,292,344.60	\$ 311,904.68	\$ 645,548.19	\$	2,807,778.22

**MAIZE CITY COUNCIL
REGULAR MEETING**

MONDAY, JUNE 20, 2016

AGENDA ITEM #7A

ITEM: Bond Sale - Water Utility Refunding Revenue Bonds

BACKGROUND

On May 16, the City authorized bids to be taken to refund its Water Utility Revenue Bonds, Series 2006. Lower interest rates are anticipated which would reduce the annual debt service requirements of the bonds. (The City issued the 2006 bonds to refinance a KDHE loan which financed construction of a new water distribution system).

FINANCIAL CONSIDERATIONS:

To provide “credit enhancement” (i.e., to attract more and better bids), the bonds have been rated by S&P. It is expected that the rating will be in the “A” range (i.e., between A- and A+). The final rating should be available by June 15.

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

LEGAL CONSIDERATIONS:

Bond Counsel (Kim Bell) has prepared the bond documents by which the City authorizes the issuance of the Series 2016A Bonds and approves related documents.

RECOMMENDATION:

MOTION: Move to accept the low bid from _____.

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

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

ORDINANCE NO. [__]

OF

THE CITY OF MAIZE, KANSAS

PASSED

JUNE 20, 2016

**WATER UTILITY SYSTEM REFUNDING REVENUE BONDS
SERIES 2016A**

ORDINANCE NO. []

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF PRINCIPAL AMOUNT OF WATER UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2016A, OF THE CITY OF MAIZE, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Maize, Kansas (the “Issuer”), owns and operates a Water Utility System (the “System”); and

WHEREAS, the Issuer is authorized under the provisions of K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 26-14 of the City (collectively, the “Act”) to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the System, provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues derived from the operation of the System; and

WHEREAS, due to the current interest rate environment, the Issuer has the opportunity to issue its refunding bonds in order to achieve an interest cost savings on all or a portion of the System debt represented by the following described bonds (the “Refunded Bonds”):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
Water Revenue Bonds	2006	January 15, 2006	2021* to 2031	\$4,005,000

*represents a term bond with mandatory sinking fund redemptions in 2017 - 2021

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, to release the Issuer from certain burdensome covenants and restrictions relating to the Refunded Bonds and to provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and the System to refund the Refunded Bonds; and

WHEREAS, the Issuer does not have Outstanding any System Indebtedness other than the Series 2006 Bonds and Series 2014A Bonds; and

WHEREAS, the Parity Resolution provides the City may issue Additional Bonds which constitute Parity Bonds upon the satisfaction of certain conditions; and

WHEREAS, prior to or simultaneously with the issuance of the Series 2016A Bonds, such terms and conditions will be satisfied.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural

and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, particularly including K.S.A. 10-116a, K.S.A. 10-620 *et seq.*, and K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 26-14 of the City, all as amended and supplemented from time to time.

“Additional Bonds” means any bonds secured by the Revenues hereafter issued pursuant to the Bond Resolution.

“Additional Obligations” means any leases or other obligations of the Issuer payable from the Revenues, other than the Bonds.

“Bond Resolution” means the resolution to be adopted by the governing body of the City prescribing the terms and details of the Series 2016A Bonds and making covenants with respect thereto.

“Bonds” means the Series 2016A Bonds and any Additional Bonds.

“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.

“Expenses” means all reasonable and necessary expenses of operation, maintenance and repair of the System and keeping the System in good repair and working order (other than interest paid on System Indebtedness and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, paying agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, for System operation, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular Fiscal Year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the System, but shall exclude all general administrative expenses of the City not related to the operation of the System and transfers into the Debt Service Reserve Account and Depreciation and Replacement Account provided for in the Bond Resolution.

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

“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 City.

“Net Revenues” means, for the period of determination, all Revenues less all Expenses.

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

“Parity Bonds” means the Outstanding Series 2006 Bonds, Series 2014A Bonds, Series 2016A Bonds and any Additional Bonds hereafter issued pursuant to the Bond Resolution and standing on a

parity and equality with the Series 2006 Bonds, Series 2014A Bonds and Series 2016A Bonds with respect to the lien on the Net Revenues.

“Parity Obligations” means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

“Parity Resolution” means the Series 2006 Resolution, the 2014 Resolution, the Bond Resolution and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

“Revenue Fund” means the Water System Revenue Fund referred to in the Bond Resolution.

“Revenues” means all income and revenues derived and collected by the City from the operation and ownership of the System, including investment and rental income, net proceeds from business interruption insurance, transfers from the Improvement Account to the Revenue Fund of Net Revenues derived in a prior Fiscal Year and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Indebtedness, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“Series 2006 Bonds” means the Issuer's Water Revenue Bonds, Series 2006, dated January 15, 2006.

“Series 2014A Bonds” means the Issuer's Water System Utility Revenue Bonds, Series 2014A, dated October 29, 2014.

“Series 2016A Bonds” means the Issuer's Water System Utility Refunding Revenue Bonds, Series 2016A, authorized by this Ordinance.

“Series 2006 Resolution” means collectively the Issuer's Ordinance No. 692 and Resolution No. 378-06, which authorized the Series 2006 Bonds.

“State” means the State of Kansas.

“System” means the entire waterworks plant and system owned and operated by the Issuer for the production, storage, treatment and distribution of water, to serve the needs of the Issuer and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the Issuer.

“System Indebtedness” means collectively all Bonds and all Additional Obligations.

Section 2. Authorization of the Series 2016A Bonds. There shall be issued and hereby are authorized and directed to be issued the Water System Utility Refunding Revenue Bonds, Series 2016A, of the City in the principal amount of \$4,125,000*, for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay costs of issuance of the Series 2016A Bonds.

Section 3. Security for the Series 2016A Bonds. The Series 2016A Bonds shall be special obligations of the City payable solely from, and secured as to the payment of principal and interest by a

pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2016A Bonds. The Series 2016A Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2016A Bonds, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Series 2016A Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2016A Bonds, all of which Series 2016A 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 Series 2016A Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Series 2016A Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Bonds. The Series 2016A Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Bonds; and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2016A Bonds.

Section 4. Terms, Details and Conditions of the Series 2016A Bonds. The Series 2016A Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Rate Covenant. The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Revenues sufficient to (a) pay Expenses; (b) pay the principal of and interest on the Bonds as and when the same become due; and (c) provide reasonable and adequate reserves for the payment of the Parity Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance and the Bond Resolution. The Bond Resolution may establish requirements in excess of the requirements set forth herein.

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 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 Series 2016A Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

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

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PASSED by the governing body of the City on June 20, 2016 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 June 20, 2016; 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 June 23, 2016

DATED: JUNE 23, 2016.

Clerk

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RESOLUTION NO. []-16

OF

THE CITY OF MAIZE, KANSAS

ADOPTED

JUNE 20, 2016

\$4,125,000*
WATER UTILITY SYSTEM REFUNDING REVENUE BONDS
SERIES 2016A

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RESOLUTION NO. []-16

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF WATER UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2016A, 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 Series 2016A Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Series 2016A Bonds.

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

Article I

DEFINITIONS

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

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, including particularly K.S.A. 10-116a, and K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 26-14 of the City, all as amended and supplemented from time to time.

“Additional Bonds” means any bonds secured by the Revenues hereafter issued pursuant to *Article IX* hereof.

“Additional Obligations” means any leases or other obligations of the Issuer payable from the Revenues, other than the Bonds.

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

“Balloon Indebtedness” means Long-Term Indebtedness, 25% or more of the original principal amount of which becomes due (either by maturity or mandatory redemption) during any consecutive twelve-month period, if such principal amount becoming due is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period.

“Beneficial Owner” of Bonds includes any Owner of Bonds and any other Person who, directly or indirectly has the investment power with respect to any such 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 Insurer” means with respect to Additional Bonds, the entity set forth in the supplemental resolution authorizing such Additional Bonds.

“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: (a) with respect to the Series 2016A Bonds, the State Treasurer and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Bond Registrar in the supplemental resolution authorizing such Additional Bonds.

“Bond Resolution” means this resolution relating to the Series 2016A Bonds and any supplemental resolution authorizing any Additional Bonds.

“Bonds” means the Series 2016A Bonds and any Additional Bonds.

“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 for Water System Utility Refunding Revenue Bonds, Series 2016A created pursuant to *Section 501* hereof.

“Consultant” means the Consulting Engineer, the Independent Accountant, or an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by the Bond Resolution.

“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 utilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by the Bond Resolution.

“Costs of Issuance” means all costs of issuing any series of Bonds, including 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 financial ratings on any series of Bonds, and any premiums or expenses incurred in obtaining any credit enhancement.

“Costs of Issuance Account” means the Costs of Issuance Account for Water System Utility Refunding Revenue Bonds, Series 2016A created pursuant to *Section 501* hereof.

“Dated Date” means the Issue Date.

“Debt Service Account” means the Water System Debt Service Account referred to in *Section 501* hereof.

“Debt Service Coverage Ratio” means, for any Fiscal Year: (a) with respect to the covenants contained in *Section 802* hereof, the ratio determined by dividing (i) a numerator equal to the Net Revenues for such Fiscal Year by (ii) a denominator equal to the Debt Service Requirements for such Fiscal Year; and (b) with respect to the covenants contained in *Article IX* hereof, the ratio determined by dividing (i) a numerator equal to the Net Revenues for such Fiscal Year by (ii) a denominator equal to the average annual Debt Service Requirements on all System Indebtedness; provided that with respect to Additional Bonds that are proposed to be Parity Bonds, Debt Service Requirements on Junior Lien Obligations and Subordinate Lien Bonds shall be disregarded; further provided that with respect to Additional Bonds that are proposed to be Junior Lien Obligations, Debt Service Requirements on Subordinate Lien Bonds shall be disregarded.

“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.

“Debt Service Reserve Account” means the Water System Debt Service Reserve Account referred to in *Section 501* hereof.

“Debt Service Reserve Requirement” means an amount equal to the least of (a) the aggregate of 10% of the original stated principal amount of each Series of Parity Bonds, (b) the Maximum Annual Debt Service for all Parity Bonds during any Fiscal Year, or (c) 125% of the average annual Debt Service Requirements for all Parity Bonds over the term of all Parity Bonds. If the aggregate initial offering price of any series of Bonds to the public is less than 98% or more than 102% of par, such offering price shall be used in clause (iii)(a) in lieu of the stated principal amount. When calculating the Debt Service Reserve Requirement in conjunction with the issuance of the Bonds described in *Section 905* hereof, the principal amount of the refunded bonds shall be deducted from said calculations.

“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) Cash; or
- (b) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or
- (c) 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.

“Depreciation and Replacement Account” means the Water System Depreciation and Replacement Account referred to in *Section 501* hereof.

“Depreciation and Replacement Requirement” means (i) as long as any Series 2006 Bonds remain Outstanding, an amount equal to 15% of the Operating Revenues (as such term is defined in the Series 2006 Resolution); and (ii) at such time as no Series 2006 Bonds remain Outstanding, an amount equal to 5% of the Revenues for the prior Fiscal Year.

“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.

“Discount Indebtedness” means Long-Term Indebtedness that is originally sold at a price (excluding accrued interest, but without deduction of any underwriters' discount) of less than 75% of the maturity amount including the amount of principal and interest to accrete at maturity of such Long-Term Indebtedness.

“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.

“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; or

(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 for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) Any substantial part of the System shall be destroyed or damaged to the extent of impairing its efficient operation or adversely affecting its Net Revenues and the Issuer shall not within a reasonable time commence the repair, replacement or reconstruction thereof and proceed thereafter to complete with reasonable dispatch the repair, replacement or reconstruction thereof; or

(e) Final judgment for the payment of money shall be rendered against the Issuer as a result of the ownership, control or operation of the System and any such judgment shall not be discharged within one hundred twenty (120) days from the entry thereof or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to stay the execution of or levy under such judgment, order, decree or process or the enforcement thereof; or

(f) An order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or receivers of the System or any part thereof or of the revenues thereof, or if such order or decree, having been entered without the consent or acquiescence of the Issuer, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof; or

(g) Any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the Net Revenues; or

(h) 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 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; or

(i) A monetary default shall have occurred on any System Indebtedness.

“Expenses” means all reasonable and necessary expenses of operation, maintenance and repair of the System and keeping the System in good repair and working order (other than interest paid on System Indebtedness and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, paying agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, for System operation, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or

deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular Fiscal Year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the System, but shall exclude all general administrative expenses of the Issuer not related to the operation of the System and transfers into the Debt Service Reserve Account and Depreciation and Replacement Account provided for in this Bond Resolution.

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

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

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

“Improvement Account” means the Water System Improvement Account referred to in *Section 501* hereof.

“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 the Bond Resolution.

“Index Rate” means the rate of interest set forth in *The Bond Buyer* Revenue Bond Index (or, in the event that *The Bond Buyer* does not compile such index or ceases publication, another comparable publication recognized in the municipal bond market) published for the week immediately preceding the date of determination.

“Insurance Consultant” means an individual or firm selected by the Issuer qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the System and having a favorable reputation for skill and experience in making such surveys and recommendations.

“Insured Bonds” means any Series of Bonds insured by a Bond Insurer.

“Interest Payment Date(s)” means: (a) with respect to the Series 2016A Bonds, the Stated Maturity of an installment of interest on the Series 2016A Bonds which shall be February 1 and August 1 of each year, commencing February 1, 2017; and (b) with respect to Additional Bonds, the Stated Maturity of an installment of interest on such Additional Bonds, as set forth in the supplemental resolution authorizing such Additional Bonds.

“Interim Indebtedness” means System Indebtedness having a term not less than one year, and not in excess of five years, incurred or assumed in anticipation of being refinanced or refunded with Long-Term Indebtedness.

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

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

“Junior Lien Obligations” means any Additional Bonds or Additional Obligations payable from, and secured by a lien on the Revenues, which lien is junior to that of any Parity Bonds, but senior to that of the Subordinate Lien Bonds.

“Long-Term Indebtedness” means System Indebtedness having an original stated maturity or term greater than five years, or renewable or extendible at the option of the debtor for a period greater than one year from the date of original issuance or incurrence thereof.

“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.

“Maximum Annual Debt Service” means the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year; provided that the Debt Service Requirements in the final Stated Maturity of any series of Parity Bonds shall be reduced by the value of cash and Permitted Investments on deposit in the Debt Service Reserve Account, so long as the Debt Service Reserve Account is maintained at the Debt Service Reserve Requirement.

“Moody's” means Moody's Investors Service, Inc., 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 with notice to the Bond Insurer.

“Net Revenues” means, for the period of determination, all Revenues less all Expenses.

“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:

Series 2016A Bonds:
State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

Additional Bonds:

The address set forth in the supplemental resolution authorizing such Additional Bonds.

(c) To the Purchaser:

Series 2016A Bonds:

[Purchaser]
[Purchaser Address]
[City, State]
[Fax]

Additional Bonds:

The address set forth in the supplemental resolution authorizing such Additional Bonds.

- (d) To the Rating Agency(ies):

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

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
(b) With respect to the 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 Series 2016A Bonds.

“Operation and Maintenance Account” means the Water Utility System Operation and Maintenance Account created by *Section 501* hereof.

“Ordinance” means Ordinance No. [___] of the Issuer authorizing the issuance of the Series 2016A Bonds, as amended from time to time.

“Outstanding” means, when used with reference to 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 pursuant to the Bond Resolution;
(b) Bonds deemed to be paid in accordance with the provisions of *Section 1101* of the Bond Resolution; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Bond Resolution.

“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.

“Parity Bonds” means the Outstanding Series 2014A Bonds, Series 2016A Bonds and any Additional Bonds hereafter issued pursuant to *Section 902* or *Section 905* of the Bond Resolution and standing on a parity and equality with the Series 2016A Bonds with respect to the lien on the Net Revenues.

“Parity Obligations” means any Additional Obligations hereafter issued or incurred pursuant to *Section 902* or *Section 905* of this Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

“Parity Resolution” means the Series 2014A Resolution, this Bond Resolution and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

“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: (a) with respect to the Series 2016A Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Paying Agent in the supplemental resolution authorizing such Additional Bonds.

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

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

“Project” shall mean the repairs, alterations, extensions, reconstructions, enlargements or improvements to the System referred to in the preamble to the Ordinance.

“Purchase Price” means: (a) with respect to the Series 2016A Bonds, the principal amount of the Series 2016A Bonds, less an underwriting discount of \$[_____] and (b) with respect to Additional Bonds, the amount set forth in the supplemental resolution authorizing such Additional Bonds.

“Purchaser” means: (a) with respect to the Series 2016A Bonds, [Purchaser], [City, State], the original purchaser of the Series 2016A Bonds, and any successor and assigns; and (b) with respect to Additional Bonds, the original purchaser of such Additional Bonds, as set forth in the supplemental resolution authorizing such Additional Bonds.

“Put Indebtedness” means Long-Term Indebtedness which is (a) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, at the option of the holder thereof, prior to its stated maturity date, or (b) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, other than at the option of the holder, prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund, or other than by reason of acceleration upon the occurrence of an Event of Default under this Bond Resolution.

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

“Rebate Fund” means the Rebate Fund for Water System Utility Revenue, Series 2016A created pursuant to *Section 501* hereof.

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

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

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

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of the 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 the Series 2006 Bonds maturing in the years 2021 to 2031 in the aggregate principal amount of \$4,005,000.

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

“Refunded Bonds Redemption Date” means August 1, 2016.

“Refunded Bonds Resolution” means the Series 2006 Resolution.

“Refunding Bonds” means System Indebtedness issued pursuant to *Section 905* hereof for the purpose of refunding any Outstanding System Indebtedness.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 212* hereof.

“Revenue Fund” means the Water System Revenue Fund referred to in *Section 501* hereof.

“Revenues” means all income and revenues derived and collected by the City from the operation and ownership of the System, including investment and rental income, net proceeds from business interruption insurance, transfers from the Improvement Account to the Revenue Fund of Net Revenues derived in a prior Fiscal Year and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Indebtedness, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

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

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

“Series 2006 Bonds” means the Issuer's Water Revenue Bonds, Series 2006, dated January 15, 2006.

“Series 2014A Bonds” means the Issuer's Water System Utility Revenue Bonds, Series 2014A, dated October 29, 2014.

“Series 2016A Bonds” means the Issuer's Water System Utility Refunding Revenue Bonds, Series 2016A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Series 2006 Resolution” means collectively the Issuer's Ordinance No. 692 and Resolution No. 378-06, which authorized the Series 2006 Bonds.

“Series 2014 Resolution” means collectively the Issuer's Ordinance No. 888 and Resolution No. 561-14, which authorized the Series 2014A Bonds.

“Short-Term Indebtedness” means System Indebtedness having an original maturity less than or equal to one year from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original issuance.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Section 207* 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 [with notice to the Bond Insurer].

“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.

“Subordinate Lien Bonds” means any Additional Bonds or Additional Obligations payable from the Revenues on a subordinate lien basis to any Parity Bonds and Junior Lien Obligations, and which constitute general obligations of the Issuer.

“System” means the entire waterworks plant and system owned and operated by the Issuer for the production, storage, treatment and distribution of water, to serve the needs of the Issuer and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the Issuer.

“System Indebtedness” means collectively the Bonds and any Additional Obligations which are payable out of, or secured by an interest in, the Revenues.

[**“Term Bonds”** means any Bonds designated as Term Bonds in this Bond Resolution or in any supplemental resolution authorizing the issuance of Additional Bonds.]

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

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

“Variable Rate Indebtedness” means any System Indebtedness which provides for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the instrument creating such System Indebtedness.

Article II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2016A Bonds. The Series 2016A Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of

\$4,125,000*, for the purpose of providing funds to: (a) refund the Refunded Bonds and (b) pay Costs of Issuance.

Section 202. Description of the Series 2016A Bonds. The Series 2016A Bonds shall consist of fully registered bonds in Authorized Denominations, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Series 2016A Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, and 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 August 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Stated Maturity August 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2017			2025		
2018			2026		
2019			2027		
2020			2028		
2021			2029		
2022			2030		
2023			2031		
2024					

TERM BONDS

<u>Stated Maturity August 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2031		

The Series 2016A 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 208* hereof. The Series 2016A Bonds shall be issued as Book-Entry-Only Bonds and administered in accordance with the provisions of this *Article II*.

Each of the Series 2016A 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 Series 2016A Bonds and Bond Registrar with respect to the registration, transfer and exchange of the Series 2016A 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 Series 2016A 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., 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 therefor 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. 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 206. 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 Paying Agent for authentication.

The Series 2016A 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 Series 2016A 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 Series 2016A Bond shall be conclusive evidence that such Series 2016A Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Series 2016A Bond to the Purchaser upon instructions of the Issuer or its representative.

Section 207. 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 208. 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 209. Book-Entry Bonds; Securities Depository. Any series of Bonds may be issued as Book-Entry-Only Bonds. If so, such series of 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.

(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 appropriate denominations and form as provided herein.

Section 210. 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 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 211. Calculation of Debt Service Requirements.

(a) ***Debt Service Requirements on Balloon, Put, Short-Term and Interim Indebtedness.***

(1) The principal of Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under **Section 902** hereof, or Interim Indebtedness shall be deemed due and payable at its Stated Maturity; provided, however, that at the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal deemed payable on Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under **Section 902** hereof, or Interim Indebtedness, shall be deemed to be payable as set forth below:

(A) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency) to refinance such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(B) If the Issuer has entered into a binding agreement providing for the deposit by the Issuer with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency), in trust (herein called a "Special Redemption Fund") of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, when due from the sums so deposited and investment earnings realized thereon, then the principal amount of the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(C) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, other than those referred to in subsections (A) and (B) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the Owners of System Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(D) Such Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness may be deemed to be System Indebtedness which, at the date of its original incurrence, was payable over a term not to exceed twenty (20) years in equal annual installments of principal and interest at the Index Rate.

A Consultant shall deliver to the Issuer a certificate stating that it is reasonable to assume that installment obligations of such term of the Issuer can be incurred and stating the interest rate then applicable to installment obligations of such term of comparable quality. Interim Indebtedness may be deemed to be Indebtedness which, at the date of its original incurrence, would meet the conditions specified in the statement of the Consultant as required in **Section 902**; provided that the Consultant shall for each annual period that the Debt Service Requirement is computed, provide a supplemental statement that at such period, the certifications contained in the statement are reasonable.

(2) Interest that is payable prior to the Stated Maturity of any Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness shall be taken into account for such appropriate period in computation of Debt Service Requirements. Interest payable at maturity or early redemption on Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may either be amortized over the anticipated maturity or such longer period as is permitted under **Section 902** or **Section 214(a)(1)(D)** or may be treated as principal payable on the principal maturity date of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness.

(3) In measuring compliance with the applicable tests hereunder in connection with incurring Put Indebtedness and generally for purposes of determining the Debt Service Requirements relating thereto, Put Indebtedness shall be deemed to mature based upon the actual amortization requirements for the Put Indebtedness, only to the extent that the Issuer has a commitment to refinance such Put Indebtedness.

(b) **Debt Service Requirements on Discount Indebtedness.** At the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal and interest deemed payable on Discount Indebtedness shall be deemed to be payable as set forth below:

(1) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency) to refinance such Discount Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Discount Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(2) If the Issuer has entered into a binding agreement providing for the deposit with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency), in trust (herein called a “Special Redemption Fund”) of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Discount Indebtedness, or a portion thereof, and providing for the payment of such principal amount when due from the sums so deposited, and investment earnings realized thereon, then the Discount Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(3) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Discount Indebtedness, other than those referred to in subsections (1) and (2) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the holders of System Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Discount Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(4) As of any time the maturity amount represented by Discount Indebtedness shall be deemed to be the accreted value of such Indebtedness computed on the basis of a constant yield to maturity.

When calculating interest requirements on Variable Rate Indebtedness which bears a variable rate of interest for periods as to which the rate of interest has not been determined, the rate of interest on Outstanding Variable Rate Indebtedness shall be the average annual rate of interest which was payable on such Variable Rate Indebtedness during the twelve (12) months immediately preceding the date as of which the calculation is made; and the rate of interest on Variable Rate Indebtedness to be incurred (or incurred less than twelve (12) months preceding such date) shall be the average annual rate of interest which would have been payable on such Variable Rate Indebtedness had it been outstanding for a period of twelve (12) months immediately preceding the date as of which the calculation is made, as evidenced in a certificate of a Consultant, delivered to the Issuer.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated May 16, 2016, is hereby ratified and approved.

The final Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the 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 date of payment for and delivery of the Bonds.

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 Series 2016A Bonds. The sale of the Series 2016A 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 Series 2016A Bonds shall be made to the

Purchaser 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. The Bonds shall be subject to redemption and payment prior to their Stated Maturity, as follows:

(a) ***Optional Redemption.***

(1) *Series 2016A Bonds.* At the option of the Issuer, Series 2016A Bonds maturing on August 1, in the years 2022 and thereafter will be subject to redemption and payment prior to their Stated Maturity on August 1, 2021, and thereafter as a whole or in part (selection of maturities and the amount of Series 2016A 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 thereon to the Redemption Date.

(2) *Additional Bonds.* Additional Bonds are subject to redemption and payment prior to Stated Maturity in accordance with the provisions of the supplemental resolution authorizing the issuance of such Additional Bonds.

[(b) ***Mandatory Redemption.***

(1) *General.* The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. 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.

(2) *The Series 2016A-2023 Term Bonds.* The Issuer shall from the payments specified in *Section 602(b)* hereof which are to be deposited into the Debt Service Account redeem on October 1 in each year, the following principal amounts of Series 2016A-2023 Term Bonds:

**Principal
Amount**

Year

2031*

*Final Maturity

(3) *Additional Bonds.* Additional Bonds designated as Term Bonds shall be subject to mandatory redemption in accordance with the provisions of the supplemental resolution authorizing such Additional Bonds.]

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 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 any series of 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 special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the Issuer hereby pledges said Net Revenues to the payment of the principal of and interest on the Bonds. The Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the Issuer is not pledged to the payment of the Bonds, either as to principal or interest.

The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal 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. The Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with any Parity Bonds and Parity Obligations. The Bonds shall not have any priority with respect to the payment of

principal or interest from said net income and revenues or otherwise over the Parity Bonds and Parity Obligations and the Parity Bonds and Parity Obligations shall not have any priority with respect to the payment of principal or interest from said net income and revenues or otherwise over the Bonds.

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 Series 2016A Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Redemption Fund for Refunded Bonds.
- (b) Costs of Issuance Account for Water System Utility Revenue Bonds, Series 2016A.
- (c) Rebate Fund for Water System Utility Revenue Bonds, Series 2016A.
- (d) Compliance Account for Water System Utility Revenue Bonds, Series 2016A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Series 2016A Bonds are Outstanding.

The following separate Funds and Accounts created and established in the treasury of the Issuer are hereby ratified and confirmed:

- (a) Water Utility System Revenue Fund;
- (b) Water System Reserve Fund;
- (c) Water System Improvement Account;
- (d) Water Utility System Operation and Maintenance Account;
- (e) Water System Depreciation and Replacement Account;
- (f) Water System Debt Service Account; and
- (g) Water System Revenue Bonds, Series 2014 Rebate Account.
- (h) Water System Revenue Bonds, Series 2014 Compliance Account.

The Funds and Accounts referred to in this paragraph shall be administered in accordance with the provisions of the Series 2006 Resolution so long as the Series 2006 Bonds are Outstanding and thereafter in accordance with this Bond Resolution.

Section 502. Deposit of Series 2016A Bond Proceeds. The net proceeds received from the sale of the Series 2016A Bonds shall be deposited simultaneously with the delivery of the Series 2016A Bonds as follows:

(a) Excess Proceeds, if any, received from the sale of the Series 2016A Bonds shall be deposited in the Debt Service Account.

(b) The sum of \$[_____] shall be deposited in the Costs of Issuance Account.

(c) The remaining balance derived from the proceeds of the Series 2016A Bonds shall be deposited in the Redemption Fund.

Section 503. 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. The Clerk is authorized and instructed to provide appropriate notice of redemption in accordance with the Refunded Bonds Resolution authorizing the issuance of such Refunded Bonds. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Bonds shall be transferred to the Debt Service Account.

Section 504. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Series 2016A Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the rebatable arbitrage, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Series 2016A Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Revenue Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article XI* hereof, the obligation to pay rebatable arbitrage to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Series 2016A Bonds.

Section 505. 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 Series 2016A Bonds, shall be transferred to the Compliance Account.

Section 506. 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

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Series 2016A Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the Revenues shall as and when received be paid and deposited into the Revenue Fund. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, Funds and Accounts of the Issuer and shall not be commingled with any other moneys, revenues, Funds and Accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Bond Resolution, except as may be modified by the provisions of the Parity Resolution.

Section 602. Application of Moneys in Funds and Accounts. The Issuer covenants and agrees that from and after the delivery of the Series 2016A Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) **Operation and Maintenance.** There shall first be paid and credited from month to month as a first charge against the Revenue Fund the Expenses as the same become due and payable. Such amount as may be necessary in the opinion of the Issuer's governing body to pay the reasonable and proper expenses of operation and maintenance for the ensuing sixty (60) days may be retained and accumulated in the Revenue Fund before making transfers to other Funds and Accounts.

Parity Resolutions. The following transfers shall be made on a parity of lien basis with the transfers and requirements of the Parity Resolutions.

(b) **Debt Service Account.** There shall next be paid and credited monthly to the Debt Service Account, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Series 2016A Bonds, the following sums:

(1) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter to and including January 1, 2017, an equal pro rata portion of the amount of interest becoming due on the Series 2016A Bonds on February 1, 2017; and thereafter, beginning on February 1, 2017, and continuing on the first day of each month thereafter so long as any of the Series 2016A Bonds remain Outstanding an amount not less than 1/6 of the amount of interest that will become due on the Series 2016A Bonds on the next succeeding Interest Payment Date; and

(2) Beginning August 1, 2016 and continuing on the first day of each month thereafter, so long as any of the Series 2016A Bonds remain Outstanding, an amount not less than 1/12 of the amount of principal that will become due on the Series 2016A Bonds on the next succeeding Maturity date.

The amounts required to be paid and credited to the Debt Service Account pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the Debt Service Account by the Series 2006 Resolution and any other debt service accounts established for the payment of the Debt Service Requirements on Parity Bonds and Parity Obligations under the provisions of the Parity Resolution(s).

Any amounts deposited in the Debt Service Account in accordance with **Article V** hereof shall be credited against the Issuer's payment obligations as set forth in subsection (b)(1) of this Section.

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 Debt Service Requirements of the Parity Bonds and Parity Obligations as and when the same become due.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Account to pay the principal of and interest on the Series 2016A Bonds and any Parity Bonds or Parity Obligations, the available moneys in the Revenue Fund shall be divided in proportion to the respective principal amounts of Parity Bonds and Parity Obligations at the time Outstanding which are payable from the moneys in the Debt Service Account.

(c) ***Debt Service Reserve Account.*** The Debt Service Reserve Account shall be fully funded on the Issue Date of the Series 2016A Bonds from funds then on deposit in the Debt Service Reserve Account. Except as hereinafter provided in this Section, all amounts paid and credited to the Debt Service Reserve Account shall be expended and used by the Issuer solely to prevent any default in the payment of interest on or principal of the Parity Bonds on any Maturity date or Interest Payment Date if the moneys in the respective debt service accounts are insufficient to pay the Debt Service Requirements of said Parity Bonds as they become due. So long as the Debt Service Reserve Account aggregates the Debt Service Reserve Requirement, no further payments into said Account shall be required, but if the Issuer is ever required to expend and use a part of the moneys in said Account for the purpose herein authorized and such expenditure reduces the amount of the Debt Service Reserve Account below the Debt Service Reserve Requirement, or if the valuation of the Debt Service Reserve Account as provided in ***Article VII*** establishes that the value of the Debt Service Reserve Account is below the Debt Service Reserve Requirement, the Issuer shall make monthly payments into the Debt Service Reserve Account sufficient to restore the Depreciation and Replacement Account to the Depreciation and Replacement Requirement within 24 months.

Moneys in the Debt Service Reserve Account may be used to call the Parity Bonds for redemption and payment prior to their Stated Maturity or may be used to pay and retire the Parity Bonds and interest thereon; provided that after such redemption or payment there shall remain in the Debt Service Reserve Account an amount equal to the Debt Service Reserve Requirement. Any amounts in the Debt Service Reserve Account in excess of the Debt Service Reserve Requirement on any valuation date shall be transferred to the Debt Service Account.

(d) ***Debt Service Accounts-Junior Lien Obligations.*** There shall next be paid and credited monthly to the debt service account(s) for any Junior Lien Obligations, to the extent necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Junior Lien Obligations. The amounts required to be paid and credited to the debt service account(s) for any Junior Lien Obligations shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Junior Lien Obligations.

(e) ***Debt Service Accounts-Subordinate Lien Bonds.*** There shall next be paid and credited monthly to the debt service account(s) for any Subordinate Lien Bonds, to the extent necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Subordinate Lien Bonds. The amounts required to be paid and credited to the debt service account(s) for any Subordinate Lien Bonds shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Subordinate Lien Bonds.

(f) ***Depreciation and Replacement Account.*** Except as hereinafter provided, moneys in the Depreciation and Replacement Account shall be expended and used by the Issuer, if no other funds are

available therefor, solely for the purpose of making emergency replacements and repairs in and to the System as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof. If the Issuer is ever required to expend a part of the moneys in the Depreciation and Replacement Account for its authorized purposes and such expenditure reduces the amount of the Depreciation and Replacement Account below the Depreciation and Replacement Requirement, then the Issuer shall make monthly deposits into the Depreciation and Replacement Account sufficient to restore the Depreciation and Replacement Account to the Depreciation and Replacement Requirement within 18 months.

(g) ***Improvement Account.*** After all payments and credits required at the time to be made under the provisions of the preceding subsections have been made, all moneys remaining in the Revenue Fund shall be paid and credited to the Improvement Account. Moneys in the Improvement Account may be expended and used for the following purposes as determined by the governing body of the Issuer:

(1) Paying the cost of the operation, maintenance and repair of the System to the extent that may be necessary after the application of the moneys held in the Operation and Maintenance Account under the provisions of paragraph (a) of this Section;

(2) Paying the cost of extending, enlarging or improving the System;

(3) Preventing default in, anticipating payments into or increasing the amounts in the Debt Service Account, any debt service account for Parity Bonds or Parity Obligations, the Debt Service Reserve Account or the Depreciation and Replacement Account referred to in this Section, or any one of them, or establishing or increasing the amount of any debt service account or debt service reserve account created by the Issuer for the payment of any Parity Bonds or Parity Obligations;

(4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the Issuer, purchasing in the open market at the best price obtainable not exceeding the redemption price (if any bonds are callable), any Bonds, including principal, interest and redemption premium, if any; or

(5) Any other lawful purpose in connection with the operation of the System and benefiting the System.

(6) To make transfers to the Revenue Fund.

(7) To make lawful transfers to any fund of the Issuer.

(h) ***Deficiency of Payments into Funds and Accounts.*** If at any time the Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available Revenues, such payments and credits being made and applied in the order hereinbefore specified in this Section.

Section 603. Transfer of Funds to Paying Agent. The Treasurer of the Issuer is hereby authorized and directed to withdraw from the Debt Service Account, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Bonds, from the Debt Service Reserve Account, the Depreciation and Replacement Account and the Improvement Account as provided in **Section 602** hereof, sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner

which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. 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.

Section 604. 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.

Article VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposits and Investment of Moneys.

(a) 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 depositaries 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.

(b) 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. All earnings on investments held in the Debt Service Reserve Account shall accrue to and become a part of the Debt Service Reserve Account until the amount on deposit in the Debt Service Reserve Account shall aggregate the Debt Service Reserve Requirement; thereafter, all such earnings shall be credited to the Debt Service Account. All earnings on investments held in the Depreciation and Replacement Account shall accrue to and become a part of the Depreciation and Replacement Account until the amount on deposit in the Depreciation and Replacement Account shall aggregate the Depreciation and Replacement Requirement; thereafter, all such earnings shall be credited to the Improvement Fund.

In determining the amount held in any Fund or Account under the provisions of the Bond Resolution, Permitted Investments shall be valued at their market value. Such valuation shall be made as of the final Stated Maturity of principal of any Fiscal Year that the Bonds remain Outstanding and may be made in conjunction with redemption of any Bonds. If and when the amount held in any Fund or Account shall be in excess of the amount required by the provisions of this Bond Resolution, the Issuer shall direct that such excess be paid and credited to the Revenue Fund.

(c) So long as any of the Parity Bonds remain Outstanding, any investments made pursuant to this Section shall be subject to any restrictions in the Parity Resolution with respect to the Funds and Accounts created by and referred to in the Parity Resolution.

Article VIII

GENERAL COVENANTS AND PROVISIONS

The Issuer covenants and agrees with each of the Owners of any of the Bonds that so long as any of the Bonds remain Outstanding and unpaid it will comply with each of the following covenants:

Section 801. Efficient and Economical Operation. The Issuer will continuously own and will operate the System as a revenue producing facility in an efficient and economical manner and will keep and maintain the same in good repair and working order.

Section 802. Rate Covenant. The Issuer, in accordance with and subject to applicable legal requirements, will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the System as will produce Revenues sufficient to (a) pay the Expenses; (b) pay the Debt Service Requirements on the Bonds as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) enable the Issuer to have in each Fiscal Year, a Debt Service Coverage Ratio of not less than 1.10 on all Parity Bonds and Parity Obligations at the time Outstanding; 1.00 on any Junior Lien Obligations at the time Outstanding, and 1.00 on all Subordinate Lien Bonds at the time Outstanding; and (d) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in this Bond Resolution. The Issuer will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The Issuer will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues will be sufficient to cover the obligations under this Section and otherwise under the provisions of this Bond Resolution. If in any Fiscal Year, Net Revenues are an amount less than as hereinbefore provided, the Issuer will immediately employ a Consultant to make recommendations with respect to such rates and charges. A copy of the Consultant's report and recommendations shall be filed with the Clerk and the Purchaser of the Bonds and shall be furnished to any Owner of the Bonds requesting a copy of the same, at the cost of such Owner. The Issuer shall, to the extent feasible, follow the recommendations of the Consultant.

Section 803. Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user (excepting the Issuer itself) without a reasonable charge being made therefor. If the Revenues derived from the System are at any time insufficient to pay the reasonable Expenses and also to pay the Debt Service Requirements of the Bonds and Additional Obligations as and when the same become due, then the Issuer will thereafter pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services furnished to the Issuer or any of its departments by the System, and such payments will continue so long as the same may be necessary in order to prevent or reduce the amount of any default in the payment of the Debt Service Requirements of the Bonds and Additional Obligations.

Section 804. Restrictions on Mortgage or Sale of System. The Issuer will not mortgage, pledge or otherwise encumber the System or any part thereof, nor will it sell, lease or otherwise dispose of the System or any material part thereof; provided, however, the Issuer may:

(a) sell at fair market value any portion of the System which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the System, and in the event of sale, the Issuer will apply the proceeds to either (1) redemption of Outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the System as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer;

(c) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with *Article IX* hereof; or

(d) sell, lease or convey all or substantially all of the System to another entity or enter into a management contract with another entity if:

(1) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Code § 501(c)(3), and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding System Indebtedness according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Bond Resolution;

(2) If there remains unpaid any System Indebtedness which bears interest that is not includable in gross income under the Code, the Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such System Indebtedness, would not cause the interest payable on such System Indebtedness to become includable in gross income under the Code;

(3) The Issuer receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Bond Resolution;

(4) Such transferee entity possesses such licenses to operate the System as may be required if it is to operate the System; and

(5) The Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

(6) The Issuer receives the written consent of the Bond Insurer.

Section 805. Insurance. The Issuer will carry and maintain insurance with respect to the System and its operations against such casualties, contingencies and risks (including but not limited to property and casualty, fire and extended coverage insurance upon all of the properties forming a part of the System insofar as the same are of an insurable nature, public liability, worker's compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other enterprises engaged in similar activities of comparable size and similarly situated; provided the amount of such liability insurance shall be in amounts not less than the

then maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the State's tort claims act or other similar future law (currently \$500,000 per occurrence). In the event of loss or damage, the Issuer, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were received, or if such reconstruction or replacement is unnecessary or impracticable, then the Issuer will pay and deposit the proceeds of such insurance into the Revenue Fund. The Issuer will annually review the insurance it maintains with respect to the System to determine that it is customary and adequate to protect its property and operations. The Issuer may elect to be self-insured for all or any part of the foregoing requirements if (a) the Issuer annually obtains a written evaluation with respect to such self-insurance program from an Insurance Consultant, (b) the evaluation is to the effect that the self-insurance program is actuarially sound, (c) unless the evaluation states that such reserves are not necessary, the Issuer deposits and maintains adequate reserves for the self-insurance program with a corporate trustee, who may also be the Paying Agent, and (d) in the case of workers' compensation, adequate reserves created by the Issuer for such self-insurance program are deposited and maintained in such amount and manner as are acceptable to the State. The Issuer shall pay any fees and expenses of such Insurance Consultant in connection therewith. The cost of all insurance obtained pursuant to the requirements of this Section shall be paid as an Expense out of the Revenues.

Section 806. Books, Records and Accounts. The Issuer will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the Issuer) in which complete and correct entries will be made of all dealings and transactions of or in relation to the System. Such accounts shall show the amount of Revenues received from the System, the application of such funds, and all financial transactions in connection therewith. Said books shall be kept by the Issuer according to standard accounting practices as applicable to the operation of municipal utilities.

Section 807. Annual Budget. Prior to the commencement of each Fiscal Year, the Issuer will cause to be prepared and filed with the Clerk a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year. Said annual budget shall be prepared in accordance with the requirements of the laws of the State and shall contain all information that is required by such laws, including:

- (a) An estimate of the Revenues from the System during the next ensuing Fiscal Year.
- (b) A statement of the estimated Expenses during the next ensuing Fiscal Year.
- (c) A statement of any anticipated unusual Expenses for the System during the next Fiscal Year.
- (d) A statement of any necessary repairs or replacements to the System which may be anticipated during the next Fiscal Year.
- (e) A statement of the amount of Debt Service Requirements to be paid on Outstanding Bonds and Additional Obligations to be paid from Net Revenues during the next Fiscal Year.
- (f) A statement of the estimated Net Revenues during the next Fiscal Year.

Section 808. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements System for the preceding Fiscal Year by an Independent Accountant to be employed for that purpose and paid from the Revenues. Said annual audit shall cover in reasonable detail the operation of the System during such Fiscal Year. The report of said annual audit shall include:

(a) A classified statement of the Revenues received, the Expenses for operation and maintenance, the Net Revenues and the amount of any capital expenditures made in connection with the System during the previous Fiscal Year;

(b) A complete balance sheet as of the end of each Fiscal Year with the amount on hand at the end of such Fiscal Year in each of the Funds and Accounts created by and referred to in this Bond Resolution;

(c) A statement of all Bonds and Additional Obligations matured or redeemed and interest paid on Bonds and Additional Obligations during said Fiscal Year;

(d) A statement of the number of customers served by the System at the beginning and the end of such Fiscal Year;

(e) A statement showing the amount and character of the insurance carried on the property constituting the System and showing the names of the insurers, the expiration dates of the policies and the premiums thereon;

(f) A calculation of the Debt Service Coverage Ratio for such Fiscal Year, and a statement regarding compliance by the Issuer with the rate covenants set forth in the Bond Resolution; and

(i) Such remarks and recommendations regarding the practices and procedures of operating the System and its accounting practices as said Independent Accountant may deem appropriate.

Within 30 days after the completion of each such annual audit, a copy of the report of thereof shall be filed in the office of the Clerk, and a duplicate copy shall be mailed to the Purchaser. Such audit reports shall at all times during the usual business hours be open to the examination and inspection by any user of the services of the System, any Owner of any of the Bonds, or by anyone acting for or on behalf of such user or Owner.

As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review the report of such audit, and if the audit report discloses that proper provision has not been made for all of the requirements of this Bond Resolution and the Act, the Issuer will promptly cure such deficiency and will promptly proceed to modify the rates and charges to be charged for the use and services furnished by the System or take such other action as may be necessary to adequately provide for such requirements.

Section 809. Right of Inspection. The Purchaser of the Bonds and any Owner or Owners of 10% of the principal amount of the Bonds then Outstanding shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto, and shall be furnished all such information concerning the System and the operation thereof which the Purchaser or such Owner or Owners may reasonably request.

Section 810. Administrative Personnel. The Issuer shall use its best efforts to employ at all times administrative personnel experienced and well qualified to operate the System. The Issuer further agrees that such administrative personnel shall be employed in sufficient numbers to ensure that the System will be operated in a prudent and efficient manner.

Section 811. Performance of Duties and Covenants. The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the System now or hereafter

imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Bond Resolution.

Section 812. Report on System Condition. The Issuer shall annually cause a qualified employee of the Issuer to make an examination of and report on the condition and operations of the System. Each such report shall make recommendations as to any changes in operations of the System deemed desirable and shall also make reference to any unusual or extraordinary items of maintenance and repair and any extensions, enlargements or improvements that may be needed in the period prior to the preparation of the next report required by this Section. A copy of each such report shall be filed in the office of the Clerk, shall be sent to the Purchaser of the Bonds and, upon written request, to any Owner (at the expense of such Owner).

Section 813. Parity Bond Certification. The Issuer hereby represents and covenants that the Series 2016A Bonds directed to be issued by this Bond Resolution are so issued in full compliance with the restrictions and conditions upon which the Issuer may issue Additional Bonds payable out of the Revenues derived from the operation of the System and which stand on a parity with the Parity Bonds heretofore issued and Outstanding, as set forth and contained in the Parity Resolution, and that the Series 2016A Bonds herein directed to be issued are so issued in all respects on a parity and equality with the Parity Bonds heretofore issued and Outstanding.

Article IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Senior Lien Bonds. The Issuer covenants and agrees that so long as any of the Parity Bonds remain Outstanding, the Issuer will not issue any System Indebtedness payable out of the Revenues which are superior to the Parity Bonds with respect to the lien on the Revenues.

Section 902. Parity Bonds and Parity Obligations. Until such time as no Series 2006 Bonds remain Outstanding, the Issuer shall comply with the requirements for the issuance of parity lien bonds contained in *Section 902* of the Series 2006 Resolution.

At such time as no Series 2006 Bonds remain Outstanding, the Issuer covenants and agrees that it will not issue any System Indebtedness which stands on a parity or equality of lien against the Net Revenues with the Parity Bonds unless the following conditions are met:

(a) The Issuer shall not be in default in the payment of principal of or interest on any Parity Bonds or Parity Obligations at the time Outstanding or in making any payment at the time required to be made into the respective Funds and Accounts created by and referred to in this Bond Resolution or any Parity Resolution (unless such System Indebtedness is being issued to provide funds to cure such default) nor shall any other Event of Default have occurred and be continuing;

(b) The Issuer shall deliver the following:

(1) **Long-Term Indebtedness.** A certificate signed by the Issuer evidencing *either* of the following:

(i) The Debt Service Coverage Ratio for the Fiscal Year immediately preceding the issuance of such System Indebtedness, as reflected by information provided by the Independent Accountant, shall be not less than 1.10 including the System

Indebtedness proposed to be issued. In the event that the Issuer has instituted any increase in rates for the use and services of the System and such increase shall not have been in effect during the full Fiscal Year immediately preceding the issuance of such proposed System Indebtedness, the additional Net Revenues which would have resulted from the operation of the System during said preceding Fiscal Year had such rate increase been in effect for the entire period may be added to the stated Net Revenues for the calculation of the Debt Service Coverage Ratio, provided that such estimated additional Net Revenues shall be determined by a Consultant.

(ii) The estimated Debt Service Coverage Ratio (as determined by a Consultant), for the Fiscal Year immediately following the Fiscal Year in which the project, the cost of which is being financed by such System Indebtedness, is to be in commercial operation, shall be not less than 1.10, including the System Indebtedness proposed to be issued. In the event that the Issuer anticipates additional Revenues as a result of expansion or modification of the System by such System Indebtedness, the Issuer may adjust the estimated Net Revenues in determining the Debt Service Coverage Ratio, by adding thereto any estimated increase in Net Revenues resulting from any increase in Revenues, which, in the opinion of the Consultant, are reasonable based on projected operations of the System for such Fiscal Year.

(2) **Short-Term Indebtedness.** A certificate signed by the Issuer evidencing any *one* of the following:

(i) The principal amount of all Outstanding Short-Term Indebtedness does not exceed 15% of the Revenues for the most recently ended Fiscal Year for which financial information is available from the Independent Accountant;

(ii) The Short-Term Indebtedness could be incurred under **subsection (b)(1)** hereof assuming it was Long-Term Indebtedness.

(iii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Short-Term Indebtedness prior to its Stated Maturity in compliance with the provisions of this Section and the conditions described in **subsection (b)(1)** are met with respect to such Short-Term Indebtedness when it is assumed that such Short-Term Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Short-Term Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(3) **Interim Indebtedness.** A certificate signed by the Issuer evidencing *either* of the following:

(i) The Interim Indebtedness could be incurred under **subsection (b)(1)** hereof assuming it was Long-Term Indebtedness.

(ii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Interim Indebtedness prior to its Stated Maturity in compliance

with the provisions of this Section and the conditions described in *subsection (b)(1)* are met with respect to such Interim Indebtedness when it is assumed that such Interim Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Interim Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(c) When the issuance of System Indebtedness of equal stature and priority is permitted by the Statutes of the State.

(d) With respect to the issuance of Additional Bonds, an additional deposit to the Debt Service Reserve Account shall be made to bring the Debt Service Reserve Account to an amount equal to the Debt Service Reserve Requirement.

(e) The ordinance and/or resolution authorizing such System Indebtedness shall contain or provide for substantially the same terms, conditions, covenants and procedures as established in this Bond Resolution.

Notwithstanding the foregoing restrictions, additional System Indebtedness may be issued under this Section if it is necessary: (1) in the opinion of the Consulting Engineer to do so to repair the System if damaged or destroyed by disaster to such extent necessary to keep it in good operating condition; or (2) in the opinion of the Issuer's legal counsel to remedy any deficiency of the System relating to environmental pollution matters or to comply with the requirements of any governmental agency having jurisdiction over the Issuer with respect thereto.

Additional System Indebtedness issued under the conditions set forth in this Section shall stand on a parity with the Parity Bonds and Parity Obligations and shall enjoy complete equality or lien on and claim against the Net Revenues, and the Issuer may make equal provision for paying the Debt Service Requirements on such System Indebtedness out of the Revenue Fund and may likewise provide for the creation of reasonable debt service accounts and debt service reserve accounts for the payment of the Debt Service Requirements on such System Indebtedness and the interest thereon out of moneys in the Revenue Fund.

Section 903. Junior Lien Obligations. Nothing in this Article shall prohibit or restrict the right of the Issuer to issue Junior Lien Obligations for any lawful purpose in connection with the operation of and benefiting the System and to provide that the Debt Service Requirements on such Junior Lien Obligations shall be payable out of the Net Revenues, provided at the time of the issuance of such Junior Lien Obligations the Issuer is not in default in the performance of any covenant or agreement contained in the Bond Resolution (unless such System Indebtedness shall be issued to cure such default and shall be junior and subordinate to the Parity Bonds and Parity Obligations) so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Bonds or Parity Obligations, or of the Issuer is in default in making debt service, operation and maintenance or debt service reserve deposits or payments required to be made by it under the Bond Resolution, the Issuer shall make no payments of either principal of or interest on said Junior Lien Obligations until said default or defaults be cured.

Section 904. Subordinate Lien Bonds. Nothing in this Article shall prohibit or restrict the right of the Issuer to issue Subordinate Lien Bonds for any lawful purpose in connection with the operation of and benefiting the System and to provide that the Debt Service Requirements on such

Subordinate Lien Bonds shall be payable out of the Net Revenues, provided at the time of the issuance of such Subordinate Lien Bonds the Issuer is not in default in the performance of any covenant or agreement contained in the Bond Resolution (unless such System Indebtedness shall be issued to cure such default and shall be junior and subordinate to the Parity Bonds, Parity Obligations and Junior Lien Obligations) so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Bonds, Parity Obligations and Junior Lien Bonds, or of the Issuer is in default in making debt service, operation and maintenance or debt service reserve deposits or payments required to be made by it under the Bond Resolution, the Issuer shall make no payments of either principal of or interest on said Subordinate Lien Bonds until said default or defaults be cured. Such Subordinate Lien Bonds may also constitute general obligations of the Issuer.

Section 905. Refunding Bonds. The Issuer shall have the right, without complying with the provisions of **Section 902** hereof, to issue Refunding Bonds for the purpose of refunding any of the System Indebtedness under the provisions of any law then available, and the Refunding Bonds so issued shall enjoy complete equality of pledge as did the System Indebtedness that was refunded; provided, however, that if only a portion of any series of System Indebtedness is refunded and if said System Indebtedness is refunded in such manner that the Refunding Bonds bear a higher average rate of interest or become due on a date earlier than that of the System Indebtedness which is refunded, then said System Indebtedness may be refunded without complying with the provisions of **Section 902** hereof only by and with the written consent of the Owners of a majority in principal amount of the System Indebtedness that is not refunded; provided that such consent is not needed from Owners of Subordinate Lien Bonds or Junior Lien Obligations, nor is such consent needed if the System Indebtedness to be refunded constitutes Junior Lien Obligations or Subordinate Lien Bonds.

Article X

DEFAULT AND REMEDIES

Section 1001. Remedies. The provisions of this 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.

The Issuer hereby directs the Paying Agent to notify the Owners and Bond Insurer of any Event of Default of which it has actual notice.

Section 1002. 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 of any series shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the Funds and Accounts 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 Owners of such Outstanding Bonds.

Section 1003. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 1004. No Obligation to Levy Taxes. Nothing contained in this Bond Resolution shall be construed as imposing on the Issuer any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

Section 1005. Control of Remedies Upon an Event of Default and Event of Insolvency. Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution.

Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Insured Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Insured Bonds.

Article XI

DEFEASANCE

Section 1101. 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 Revenues 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 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* of this Bond Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution. The Issuer shall notify the Bond Insurer of any defeasance of any Insured Bonds insured by the Bond Insurer.

Notwithstanding anything in this Bond Resolution to the contrary, in the event that the principal and/or interest due on the Insured Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Insured Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.

Article XII

TAX COVENANTS

Section 1201. 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 Series 2016A Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Series 2016A Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 1202. 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 Series 2016A Bonds pursuant to *Article XI* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

Article XIII

CONTINUING DISCLOSURE REQUIREMENTS

Section 1301. 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, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 1302. 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. The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer.

Article XIV

MISCELLANEOUS PROVISIONS

Section 1401. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond;
- (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; or
- (e) permit the creation of a lien on the Revenues prior or equal to the lien of the Parity Bonds or Additional Obligations.

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

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

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

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

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

Section 1402. 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 1403. 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 1404. Inconsistent Provisions. In case any one or more of the provisions of this Bond Resolution or of the Bonds issued hereunder shall for any reason be inconsistent with the provisions of any Parity Resolution or any Parity Bonds: (a) the provisions of any Parity Resolution adopted prior to this Bond Resolution shall prevail with respect to Parity Bonds issued prior in time, so long as such Parity Bonds are Outstanding; and (b) the provisions of this Bond Resolution shall prevail with respect to any Parity Resolution adopted subsequent to the Bond Resolution, so long as any Parity Bonds issued under this Bond Resolution are Outstanding.

Section 1405. Electronic Transactions. The issuance of the Series 2016A Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1406. 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 1407. 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 1408. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1409. Effective Date.
This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on June 20, 2016.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. [____]-16 (the "Bond Resolution") of the City of Maize, Kansas, adopted by the governing body on June 20, 2016, as the same appears of record in my office, and that the Bond Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: June 20, 2016.

Clerk

EXHIBIT A
(FORM OF SERIES 2016A 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
WATER SYSTEM UTILITY REFUNDING REVENUE BOND
SERIES 2016A

Interest	Maturity	Dated	CUSIP:
Rate:	Date:	Date:	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Maize, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 of each year, commencing February 1, 2017 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Series 2016A Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Series 2016A Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Series 2016A 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 Series 2016A Bond on any Interest Payment Date shall be paid to the person in whose name this Series 2016A Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the

Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner or, (b) in the case of an interest payment to Cede & Co., or any Registered Owner of \$500,000 or more in aggregate principal amount of Series 2016A Bonds, by electronic transfer to such Registered Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Series 2016A Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

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

ADDITIONAL PROVISIONS OF THIS SERIES 2016A BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Series 2016A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Series 2016A Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation, and that provision has been duly made for the collection and segregation of the Revenues of the Water Utility System (the "System") and for the application of the same as provided in the hereinafter defined Bond Resolution.

IN WITNESS WHEREOF, the Issuer has caused this Series 2016A Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF MAIZE, KANSAS

(Facsimile Seal)

_____ (facsimile)

Mayor

ATTEST:

By _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Series 2016A Bond is one of a series of Water System Utility Refunding Revenue Bonds, Series 2016A, of the City of Maize, Kansas, described in the within-mentioned Bond Resolution.

Registration Date _____

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

By _____

Registration Number 4611-087-070716-[____]

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Series 2016A Bonds. This Series 2016A Bond is one of an authorized series of bonds of the Issuer designated “Water System Utility Refunding Revenue Bonds, Series 2016A,” aggregating the principal amount of \$4,125,000* (the “Series 2016A Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Series 2016A Bonds and the Resolution of the Issuer prescribing the form and details of the Series 2016A Bonds (collectively the “Bond Resolution”). The Series 2016A 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., 10-116a, K.S.A. 10-620 *et seq.*, and K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 26-14 of the City, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

Special Obligations. The Series 2016A Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the taxing power of the Issuer is not pledged to the payment of the Series 2016A Bonds either as to principal or interest. The Series 2016A Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The Series 2016A Bonds stand on a parity and are equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with a series of Water Revenue Bonds, Series 2006, of the Issuer, dated January 15, 2006 and series of Water System Utility Revenue Bonds, Series 2014A, dated October 29, 2014. *Under the conditions set forth in the Bond Resolution, the Issuer has the right to issue additional System Indebtedness payable from the same source and secured by the Revenues on a parity with said Revenues; provided, however, that such additional System Indebtedness may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Bond Resolution.*

The Issuer hereby covenants and agrees with the Registered Owner of this Series 2016A Bond that it will keep and perform all covenants and agreements contained in the Bond Resolution, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or

through the System, as will produce Net Revenues sufficient to pay the costs of operation and maintenance of the System, pay the principal of and interest on the Series 2016A Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Bond Resolution for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Series 2016A Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

Redemption Prior to Maturity. The Series 2016A Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Series 2016A Bonds and to the Bond Registrar in accordance with the Bond Resolution. The Issuer shall cause the Bond Registrar to notify each Registered Owner at the address maintained on the Bond Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Series 2016A Bonds or portions of Series 2016A Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price) such Series 2016A Bonds or portions of Series 2016A Bonds shall cease to bear interest.

Book-Entry System. The Series 2016A 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 certificate with respect to each date on which the Series 2016A Bonds are stated to mature or with respect to each form of Series 2016A 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 Series 2016A Bonds by the Securities Depository's participants, beneficial ownership of the Series 2016A 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 Series 2016A Bond, as the owner of this Series 2016A Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Series 2016A 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 Series 2016A 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 Series 2016A Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Series 2016A 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 Series 2016A 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 Series 2016A 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 Series 2016A Bond or Series 2016A 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 Series 2016A 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 Series 2016A 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 Series 2016A 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 Series 2016A 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 Series 2016A 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 Series 2016A 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 Series 2016A Bond has been duly registered in my office according to law as of as of the Issue Date.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Series 2016A Bond has been filed in the office of the State Treasurer, and that this Series 2016A 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, June 20, 2016**

AGENDA ITEM #8A

ITEM: KDOT Controlled Access Agreement

BACKGROUND:

Hampton Lake 3rd Addition is in the process of being zoned and platted to accommodate a new apartment home complex. Edward Rose Associates is in the process of buying the land to build the complex.

In order to build the complex, the Sedgwick County Fire Department is requiring an emergency access roadway be made available.

To allow for the emergency roadway it will requires KDOT's permission to cross a controlled access area set aside for the future construction of the Northwest by-pass. This agreement accomplishes that goal.

When the Council approves this agreement KDOT will issue a permit to proceed.

FINANCIAL CONSIDERATIONS:

None

LEGAL CONSIDERATIONS:

City Attorney approves the agreement as to form.

RECOMMENDATION:

Approve the KDOT Controlled Access Agreement and authorize the Mayor to sign.

City of Maize, Kansas (Licensee)

Joint Use of Highway Right of Way for Emergency Access

Sedgwick County, Kansas

LICENSE AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2016, is between the Secretary of Transportation of the State of Kansas (the “Secretary”) and the City of Maize, Kansas (“Licensee”), collectively referred to as the “Parties.”

RECITALS:

- A. The Secretary holds an interest in a tract of land that is part of the state highway system as further described in paragraph 1 below (the “Premises”), under the jurisdiction of the Kansas Department of Transportation (KDOT).
- B. Licensee desires to use the Premises for temporary access for emergency vehicles, as further described in paragraph 2 below (the “Stated Use”).
- C. The Secretary will allow Licensee to use the Premises for the Stated Use.
- D. The Secretary is willing to permit Licensee’s use of the Premises providing such use does not impair the use and safety of the existing public roadway and Licensee maintains the Premises for use as part of the state highway system.

NOW, THEREFORE, the Parties mutually agree as follows:

1. Granting of License; Premises. To the extent of its interest therein, the Secretary hereby grants and empowers to Licensee the right and privilege to use the Premises for the Stated Use (the “License”). The Premises are shown on the diagram in “Exhibit A,” which is attached and incorporated into this Agreement by this reference, and more specifically described as follows:

See Exhibit B.

2. Stated Use. The Stated Use of this License is limited to: temporary access for emergency vehicles across the Premises. The Parties understand and agree that the Secretary shall have no duty or obligation whatsoever other than allowing the Licensee the right and privilege to use the Premises for the Stated Use.

3. Hunting Prohibition. Licensee acknowledges hunting is expressly prohibited on the Premises and agrees not to use or allow the Premises to be used for hunting purposes.

4. Plans and Specifications.

- A. Licensee agrees to prepare, or have prepared, any necessary plans and specifications for the development of the Premises, which must include plans for eradication of improvements and/or restoration of the Premises to its original condition, as applicable. Upon approval by the Secretary or Secretary’s designee, the plans by this reference will become a part of this Agreement.

- B. Licensee agrees prior review and approval by the Secretary is needed for any revision in the design of the development, from that which was originally approved for construction, or any change in the Stated Use of the Premises. The Secretary's approval is for the Secretary's benefit only, and such approval is not intended nor is such approval to be construed as benefitting Licensee, Licensee's contractors or consultants, or any other third party.
- C. Licensee understands and acknowledges its obligation to perform all construction, maintenance or other work under this Agreement in a workmanlike manner in accordance with all generally accepted and prevailing applicable standards. Licensee further agrees to require the contractor to provide a performance bond in a sum not less than the amount of the construction contract as awarded.
- D. If the Secretary determines that continued use of the Premises is or will interfere with KDOT's use of its right-of-way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, Licensee will restore the Premises to its original condition prior to the construction of the development.

5. Change in Stated Use. Licensee agrees that any revision to the Stated Use of the Premises must be approved by the Secretary in writing.

6. Licensee Expenses. All costs for the planning, plan preparation, construction, maintenance and other contingencies that may arise in connection with Licensee's use of the Premises will be at the exclusive expense of Licensee.

7. License Fee; Payment The Secretary has determined that the maintenance of the Premises provided by the Licensee, as required by Paragraph 12, exceeds the fair market rental value of the Premises. Therefore, the Secretary has determined that the Licensee shall not pay an annual fee for his use of the Premises.

8. Restrictions on Transfer. Licensee shall not transfer, assign, or convey this Agreement or the License created by this Agreement without the express written approval of the Secretary. Licensee warrants and represents that Licensee is the actual user of the Premises at the time of execution of this Agreement.

9. Term. Upon the execution date of this Agreement Licensee shall have the right to use the Premises according to the terms stated in this Agreement.

10. Termination.

- A. The Secretary may terminate this Agreement at any time and for any reason by giving Licensee six (6) months written notice of termination. Licensee agrees to restore the Premises to its original condition 30 days prior to the effective termination date.

- B. If Licensee violates any term of this Agreement, the Secretary may terminate this Agreement after giving Licensee written notice of the violation and a period of not less than thirty (30) days to remedy such violation. If such violation(s) are not remedied and the Agreement is terminated, Licensee shall restore the Premises to its original condition prior to the effective termination date.
- C. Licensee may terminate this Agreement at any time by giving the Secretary a thirty (30) day written notice of such intent. Licensee shall restore the Premises to its original condition within 30 days prior to the effective termination date given by notice.
- D. In the event Licensee does not restore the Premises as required under A, B, or C above, the Secretary will arrange for its restoration and bill the Licensee for that expense. Licensee agrees to reimburse the Secretary for the cost of such restoration. Licensee shall remain obligated to the Secretary under this subparagraph (D), which hereby expressly survive the expiration or termination of this Agreements

11. Hazardous Materials Prohibited. Licensee shall not use the Premises to store any hazardous material, to include without limitation any substance or material which has been determined by the U.S. Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (49 C.F.R. 171.8). Further, Licensee agrees the Premises will not be used for any purposes that would constitute a potential fire hazard or any other hazard that would impair the use or safety of the Premises or the public roadway.

12. Safeguards; Maintenance and Repair. Licensee will provide the necessary safeguards to protect the public and the Premises. Licensee agrees to repair any damages to the Premises caused by Licensee's use of the Premises. Licensee agrees any repair or maintenance required will be made within a reasonable time after written notice has been given to Licensee by the Secretary, or, at the election of Licensee, compensation may be paid to the Secretary for necessary expenses for repairs or maintenance. Licensee shall carry adequate insurance to cover its obligation under this paragraph.

13. Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claim Act as applicable, Licensee expressly agrees and covenants it will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives, agents, assigns, and employees, from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by Licensee, Licensee's agents, employees, contractors, or subcontractors, or use or maintenance of the Premises by any person. Licensee shall not be required to defend, indemnify, hold harmless and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives, agents, assigns, or employees.

14. Purpose of Right of Way and Secretary's Right of Entry. Licensee agrees the primary purpose of the right of way is for construction and maintenance of the state highway system, and that the Secretary reserves the right to enter upon the Premises at any time to construct, inspect and maintain the Premises, or for any other highway purpose. The Secretary agrees to enter the Premises in

a manner calculated so as not to unreasonably interfere with Licensee's use of the Premises. If the Secretary anticipates activities under this paragraph may require the disruption of operations of the Premises, the Secretary shall notify Licensee of the need for such activities and the expected period of disruption.

15. Structures. Licensee agrees no permanent structure will be built on the Premises, but the Secretary agrees Licensee may make such temporary improvements as are necessary in order for the Premises to be used for the Stated Use, so long as the temporary improvements are permitted by the designated KDOT Engineer, in writing. Licensee further agrees the Premises will be functional and orderly, in compliance with screening measures required pursuant to KDOT practices and procedures, and properly maintained.

16. Licensee Responsible for Repairs and Providing Alternative Accessible Routes. In the event Maize Road is temporarily closed or removed for any reason, by Licensee or the Secretary, and for any length of time, it is the absolute obligation and duty of Licensee to provide an alternative accessible path and to comply with all laws and regulations relating to accessibility. Furthermore, in the event Maize Road needs to be permanently removed for any reason by either Party, including termination of this Agreement, it is Licensee's duty and obligation to provide a permanent alternative accessible path, and to comply with all laws and regulations relating to accessibility.

17. Civil Rights Act.

- A. *Non-Discrimination – Construction and Operations*. The Licensee for itself, its representatives, its successors in interest, and its assigns, as a part of the consideration for the License, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises described in this License for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended. (See “Special Attachment No. 1,” which is attached and incorporated into this Agreement by this reference).
- B. *Non-Discrimination – Use of Facilities*. The Licensee for itself, its representatives, its successors in interest, and its assigns, as a part of the consideration for the License, does hereby covenant and agree that (1) no person on the ground of race, color or national origin, sex, age, disability/handicap and low income status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin, sex, age, disability/handicap and low income status, shall be

excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation or Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

C. *Effect of Breach.* In the event of breach of any of the above nondiscrimination covenants, the Secretary shall have the right to terminate the License and to reenter and repossess said land and the facilities thereon, and hold the same as if said License had never been made or issued.

18. Signage. Licensee agrees on-Premise signs shall be restricted to those indicating ownership or indicating direction and control of vehicles. Installation of such signs shall be subject to regulation by the Secretary with respect to number, size, location and design.

19. No Property Rights. It is understood and agreed by the Parties that this Agreement only creates a license for the use of the Premises for the specific Stated Use and is subject to the terms of this Agreement. It is further understood and agreed by the Parties that this Agreement does not create, grant, convey, transfer, or vest, any property right or interest in the Premises to Licensee.

20. Authority to Execute. Each of the persons executing this Agreement on behalf of the respective Parties represents and warrants they have the authority to bind the party on behalf of whom they sign this Agreement for, and all acts requisite to the authorization to enter into this Agreement have been taken and completed.

21. Notices. Each party shall provide the other with written notice or any pertinent correspondence through the following addresses:

To Secretary:

Kansas Department of Transportation
Bureau of Right of Way
Attn: Engineering Assistant
to the Chief of Right of Way
700 SW Harrison Street
Topeka, KS 66603

To Licensee:

22. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and Licensee and their successors and assigns.

23. No Third Party Beneficiaries. No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY;
SIGNATURES APPEAR ON THE FOLLOWING PAGE.**

IN WITNESS WHEREOF the Parties have executed this Agreement by their proper officers on the day and year first above written.

City of _____

STATE OF KANSAS)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, that the undersigned, a Notary Public in and for the County and State aforesaid, came _____, who is personally known to me to be the same person who executed the foregoing instrument of writing and such person acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

I, Jerome T. Younger, P.E., Deputy Secretary and State Transportation Engineer, pursuant to the authority delegated to me by the Secretary of the Kansas Department of Transportation under K.S.A. 75-5005, hereby certify that I have authority to act on behalf of the Secretary of Transportation when the Secretary is absent or unavailable, and further certify I have signed the above foregoing document in accordance with that authority.

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____
Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, that the undersigned, a Notary Public in and for the County and State aforesaid, came Jerome T. Younger, P.E., Deputy Secretary and State Transportation Engineer for the State of Kansas, who is personally known to me to be the same person who executed the foregoing instrument of writing and such person acknowledged the execution of the same.

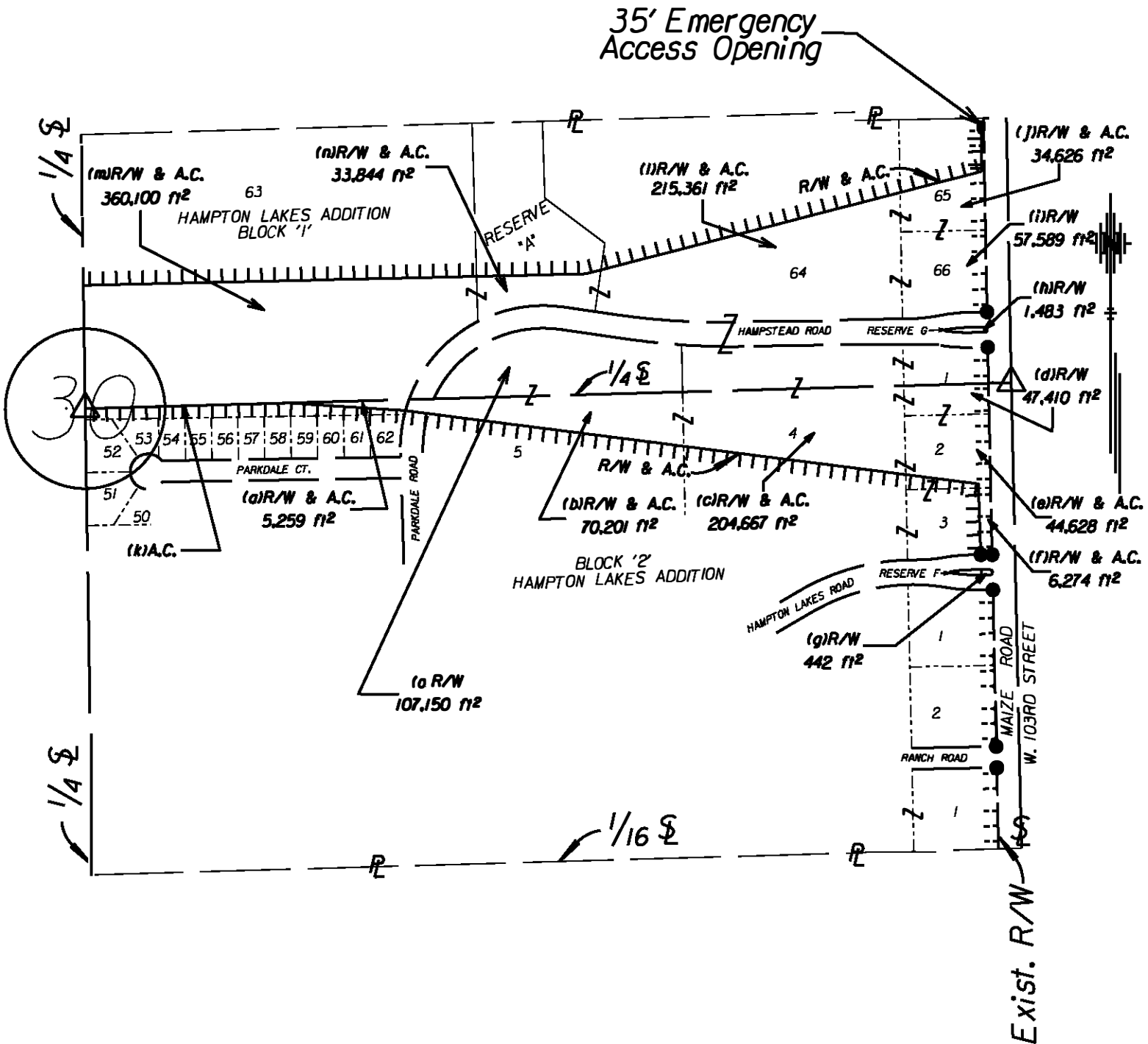
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

HAMPTON LAKES, LLC
 SEDGWICK COUNTY
 254-87 K-8234-01
 LOTS IN HAMPTON LAKES ADDITION
 4-3-09

4
 3148



A TEMPORARY EMERGENCY ACCESS OPENING over and across a line in Lot 65, Block 1, Hampton Lakes Addition, an Addition to the City of Maize, Sedgwick County, Kansas, according to the recorded plat thereof, situated in the Northeast Quarter of Section 30, Township 26 South, Range 1 West of the 6th P.M., described as follows: COMMENCING at the Northeast corner of said Lot 65; thence on an assumed bearing of South 88 degrees 56 minutes 03 seconds West, 7.47 feet along the North line of said Lot 65 to the **POINT OF BEGINNING**; FIRST COURSE, thence South 01 degree 03 minutes 55 seconds East, 35.00 feet to the POINT OF TERMINATION.

**MAIZE CITY COUNCIL
REGULAR MEETING
MONDAY, JUNE 20, 2016**

AGENDA ITEM 8B

Hampton Lakes 3rd Addition (Edward Rose) Plat and Zone Change Request

ITEM: One-step final plat of Watercress Village 3rd Addition (S/D 01-013) and zone change from LC Limited Commercial to MF-29 Multi-Family (Z-01-016).

BACKGROUND: This property is part of a larger parcel that was rezoned to LC Limited Commercial in 2002. The property owner plans to sell 23.85 acres (proposed to be platted as Hampton Lakes 3rd Addition) to an apartment complex developer. Edward Rose and Sons, based in Kalamazoo, Michigan, proposes to develop the property with an upscale apartment project consisting of 300 multi-family units. While LC zoning does allow the development of multi-family units the applicant wishes to down zone the portion of the property to be developed with apartments to multi-family residential to more appropriately reflect the final use. This would insure that no more intensives uses may be developed in the future and that the development standards of multi-family use are followed. Lots 2 and 3 on the plat will remain zoned LC Limited Commercial.

Additionally, this is a one-step final plat for the entire 26.7 acres on the west side of Maize Road approximately 1/3 mile south of 45th Street North. There are 3 lots as part of the plat. Lot 3 will remain under current ownership and Lots 1 and 2 are part of the property that is under contract to Edward Rose and Sons.

Planning Commission unanimously recommended approval of the zone change request and plat at their April 7, 2016 meeting. All conditions that were recommended by the Planning Commission have been satisfied. Attached you will find a copy of the staff reports that were prepared for the Planning Commission for both the zone change request and one-step final plat. Also attached is a drawing of the final plat and additional site plan materials as submitted by Edward Rose and Sons.

City Engineering has reviewed and approved the final drainage plan for the property.

FINANCIAL CONSIDERATIONS: The applicant will be required to file amended petitions respreading existing special assessments.

LEGAL CONSIDERATIONS: The final plat document has been reviewed and approved as to form by the City Attorney and the County Surveyor. The zone change ordinance has been reviewed and approved as to form by the City Attorney.

RECOMMENDATION/ACTION: Approve and adopt the Ordinance for a zone change within Maize city limits. Accept the Hampton Lakes 3rd Addition final plat, with plat to be filed with the County Register of Deeds.

STAFF REPORT

CASE NUMBER: Z-01-016

OWNER/APPLICANT: Hampton Lakes, LLC and
 Schellenberg Properties, LLC
 7626 W 21st St N
 Wichita, KS 67205

AGENT: MKEC
 c/o Brian Lindebak
 411 N Webb Road
 Wichita, KS 67206

GENERAL LOCATION: On the west side of Maize Road approximately 1/3 miles south of 45th Street North

SITE SIZE: 26.7 acres

CURRENT ZONING: LC Limited Commercial

PROPOSED ZONING: MF-29 Multi-Family Residential and LC Limited Commercial

PROPOSED USE: Apartment complex development and future commercial development

BACKGROUND: This property is part of a quarter section of land that was rezoned to Limited Commercial zoning approximately thirteen years ago. The property owner is in negotiations to sell a portion of the land for the future construction of an apartment complex. The applicant is requesting that this portion of the property (Lot 1 on the proposed plat) be downzoned to MF-29 Multi-Family to more accurately reflect the desired use of the property. As the property is currently zoned, LC, the construction of apartments would be an allowed use. The downzoning to MF-29 would restrict out any possible commercial uses and limit the property to only those allowed in Multi-Family zoning.

The property would be required to provide screening along the north and west property lines from residentially zoned property. A solid screening fence at least six feet and not more than eight feet in height of wood, wood-like composite, masonry or evergreen vegetation is required where adjacent to residential zoning. Solid screening with fencing or evergreen vegetation may be omitted if the development provides at least a 15-foot wide landscape yard buffer adjacent to the lot line. Within this buffer a minimum of one tree and five shrubs for every 30 lineal feet shall be provided, with at least one-third of the trees being evergreen.

Screening will also be required for all trash receptacles and rooftop-mounted equipment according to the standards of the City of Maize Zoning Code.

ADJACENT ZONING AND LAND USE:

NORTH:	“RR” Rural Residential	Agricultural
SOUTH:	“LC” Limited Commercial	Undeveloped/Future by-pass ROW
EAST:	“SF-5” Single-Family residential	Residential
WEST:	“SF-5” Single-Family Residential	Agricultural/undeveloped

PUBLIC SERVICES: Maize Road a 4-lane arterial with 50 feet of half-street right of way on the northern portion of this plat and 60 feet of half-street right of way on the southern portion of this lot. No additional dedication of right of way is necessary on the northern portion and the accompanying plat increases the right of way on the southern portion to 72.47 feet. This site does not currently have municipal water or sewer service; however, City of Maize water and sewer service would be available upon demand with costs to be paid for by the applicant.

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF MAIZE, KANSAS, UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY AS ORIGINALLY APPROVED BY ORDINANCE NO. 548.

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

SECTION 1. After proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City as originally approved by Ordinance No. 548, the Maize City Planning Commission recommends approval of Case No. Z-01-016, and, that the zoning district classification of the property legally described herein be changed as follows:

Zone change from LC Limited Commercial (“LC”) to Multi-Family 29 (“MF-29”) on approximately 23.85 acres property described as:

Legal Description:

Lot 1, Block 1, Hampton Lakes Third Addition, an addition to Maize, Sedgwick County, Kansas.

General Location: The west side of Maize Road approximately 1/3 mile south of 45th Street North.

SECTION 2. Upon the taking effect of this ordinance, the above zoning change shall be entered and shown on the Official Zoning Map(s) as previously adopted by reference and said Map(s) is (are) hereby reincorporated as a part of the Zoning Regulations as amended.

SECTION 3. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official city newspaper.

PASSED by the City Council and APPROVED by the Mayor on this 20th day of June, 2016.

(SEAL)

Clair Donnelly, Mayor

Jocelyn Reid, City Clerk

CONFORMANCE TO PLANS/POLICIES: This property is recognized in the adopted Maize Comprehensive Plan as appropriate for urban residential development with a commercial corridor along Maize Road. The area proposed for rezoning to MF-29 is more restrictive than what is currently allowed.

RECOMMENDATION: The proposed change could be an appropriate use of land given the currently allowed use is less restrictive than the requested use. Staff would recommend that the request be APPROVED. The entire project shall be subject to final site plan approval by the Planning Administrator.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** This property is located within an area that is currently agricultural and residential in character, with commercial uses farther to the south. The type of proposed use would be compatible with both residential and commercial uses and would be appropriate for location adjacent to a future by-pass.
2. **The suitability of the subject property for the uses to which it has been restricted:** The property is zoned for commercial but is not likely to be developed as such due to the configuration of the property and restricted access to Maize Road.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Required screening will limit any negative effects to neighboring property.
4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies:** The City of Maize Comprehensive Plan contemplates that the frontage of this property is appropriate for commercial development. The remainder of the property is contemplated for urban residential.
5. **Impact of the proposed development on community facilities:** The requested zone change would introduce a more intensive land use to this area. However, the City's municipal service systems have been designed to adequately support this type of development. Adequate right-of-way is already contemplated by the applicant. Municipal water and sewer service would be available upon demonstration of need.

Planning Commission Action

Having reviewed the above zone change and conditional use request, I _____
move that the Planning Commission

Approve the zone change subject to conditions and modifications as heretofore agreed upon and listed, based upon the findings of fact outlined above, or

Disapprove the zone change for reasons heretofore agreed upon

Or defer the request until the May regular meeting of the Planning Commission for further information or study as heretofore specified

Motion seconded by _____ and passed by a vote of _____ to _____. Member(s) abstaining from the vote was (were) _____.

Note: Except in the case of a tie vote, abstentions are counted as part of the majority vote. Members disqualifying themselves are not a part of the quorum and unable to vote.

STAFF REPORT

CASE NUMBER: S/D 02-016 One-step final plat Hampton Lakes Third Addition

OWNER/APPLICANT: Hampton Lakes, LLC and
Schellenberg Properties, LLC
7626 W 21st Street
Wichita, KS 67205

ENGINEER: MKEC
c/o Brian Lindebak
411 N Webb Road
Wichita, KS 67206

GENERAL LOCATION: West side of Maize Road, approximately 1/3 mile south of 45th Street North

SITE SIZE: 26.7 acres

NUMBER OF LOTS

Residential:	1
Office:	
Commercial:	1
Industrial:	
Institutional	—
Total:	2

CURRENT ZONING: “LC” Limited Commercial

PROPOSED ZONING “LC” Limited Commercial and “MF-29” Multi-Family

Planning Staff recommends approval of the final plat.**STAFF COMMENTS:**

- A. City water and sewer services are located adjacent to the site. Extension of these services will be at the expense of the property owner unless otherwise agreed upon by the City of Maize.
- B. Minimum pad elevations shall be listed on the plat or on the approved final drainage plan.
- C. A signed authorization for the temporary access along KDOT controlled property along Maize Road shall be submitted to the City before the plat will be forwarded to City Council for review.
- D. A guarantee for the relocation of the temporary, secondary point of access for Lot 1 shall be provided in the event that the original access is required to be closed due to the construction of K-254.
- E. 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.
- F. **City Engineering** needs to comment on the status of the applicant’s final drainage plan.
- G. This property is in Area C on the FEMA flood map, not in the floodplain.
- H. 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.

- I. 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.)
- J. 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.
- K. 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.
- L. 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.
- M. Perimeter closure computations shall be submitted with the final plat tracing.
- N. Recording of the plat within thirty (30) days after approval by the City Council.
-). The applicant is reminded that a compact disk (CD) 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.

Planning Commission Action

Having reviewed the one-step final plat for the Hampton Lakes Third Addition filed as S/D 02-016, 1, _____ move that the Planning Commission

- Approve the one-step final plat subject to conditions and modifications as heretofore agreed upon and listed, or
- Disapprove the one-step final plat for reasons heretofore agreed upon
- Or defer the plat until the May regular meeting of the Planning Commission for further information or study as heretofore specified

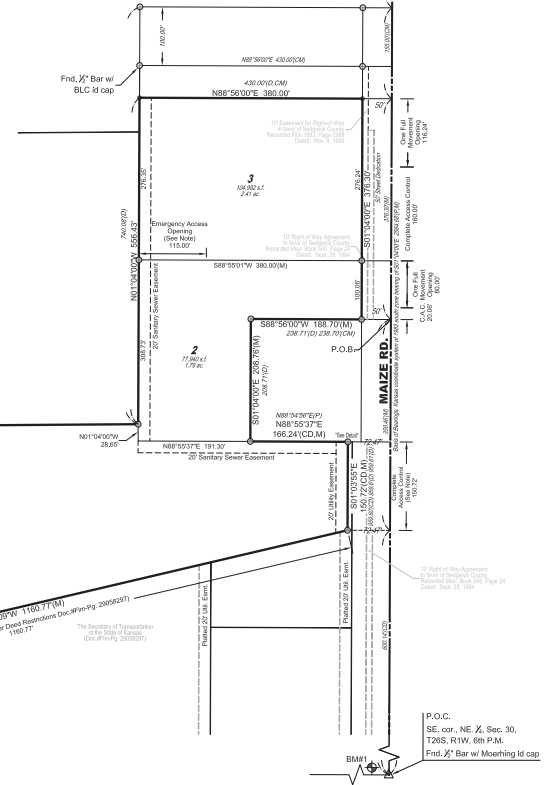
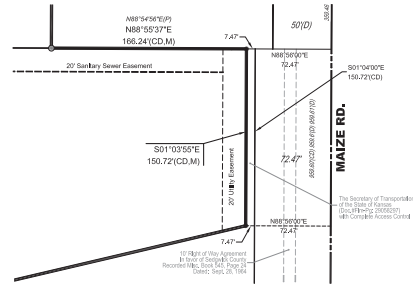
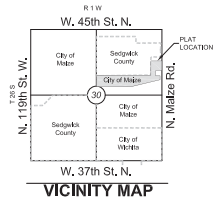
Motion seconded by _____ and passed by a vote of _____ to _____. Member(s) abstaining from the vote was (were) _____.

Note: Except in the case of a tie vote, abstentions are counted as part of the majority vote. Members disqualifying themselves are not a part of the quorum and unable to vote.

FINAL PLAT HAMPTON LAKES THIRD ADDITION AN ADDITION TO MAIZE, SEDGWICK COUNTY, KANSAS A RE-PLAT OF A PORTION OF HAMPTON LAKES ADDITION

NW cor., NE 1/4, Sec. 30,
T26S, R1W, 6th P.M.
Fnd. 1/2" Pipe

NE cor., NE 1/4, Sec. 30,
T26S, R1W, 6th P.M.
Fnd. 1/2" Bar w/ Moerthing Id cap



Emergency Access
(Open Hole)
115.00' x 10.00'

BENCH MARK
BM11 Square cut top of curb on SW side of storm sewer line 10' N and 33.5' W of E1/4 Corner Sec. 30, T26S, R1W, 6th P.M. Elev. = 1359.08 NGVD 29.

NOTE
Emergency Access to Lot 1, Block 1 See Owners Certificate for dedication (2).

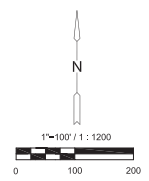
1.) One temporary emergency access opening is planned for Lot 1 over and across the south and east most 150.52 feet of Lot 1, as indicated hereon. Emergency access to Lot 1 shall be provided until such time that the planned Kansas Highway 254 construction activities commence. A permit with the State of Kansas shall be obtained, providing for the terms of such temporary emergency access.

2.) Two additional emergency access openings are planned; one along the north line of Lot 2 across Lot 3, and one along the west line of Lot 1 at the northwest corners of said Lots 1 and 2. In the event that the temporary emergency access along Maize Road is deemed closed per the terms and provisions of the State of Kansas permit, Lot 1 shall establish a replacement emergency access connection to the north across Lot 3, or to the west from a present unplatted tract of land. When the emergency access is established to the west across the west line of said Lot 1, the emergency access opening across Lot 3 shall no longer be required.

The Secretary of Transportation
of the State of Kansas
(Doc.#FH-19; 1055233)

Complete Access Control (as per Deed Reentry Doc.#FH-19; 2055297)
1424.26'

Basis of Bearings: Kansas coordinate system of 1983 south zone bearing of S01°04'00" E on the east line of the Northeast Quarter, Section 30, Township 26 South, Range 1 West of the 6th Principal Meridian.
This plat is surveyed and platted on NAD83 using Kansas state plane south zone coordinates, modified to the surface, having a combined adjustment scale factor of 1.000120014401728



- LEGEND**
Date of Survey: 2/5/16
- ▲ Section Corner Monument Found
 - Found 1/2" rebar w/ MKEC CLS 39 ft cap (or see annotation for type)
 - 6th 1/2" rebar w/ MKEC CLS 39 ft. cap (or see annotation for type)
 - ⊕ Benchmark
 - (M) = Measured
 - (D) = Described
 - (P) = Platted
 - (CM) = Calculated from Measurement
 - (CD) = Calculated from Described
 - f = Lot
 - ① = Block



Hampton Lakes Third Addition

FINAL PLAT HAMPTON LAKES THIRD ADDITION

AN ADDITION TO MAIZE, SEDGWICK COUNTY, KANSAS A RE-PLAT OF A PORTION OF HAMPTON LAKES ADDITION

CERTIFICATE OF SURVEY

I, Curtis W. Luttrell, a Professional Surveyor in Kansas, do hereby certify that I have been in responsible charge of surveying and platting of "HAMPTON LAKES THIRD ADDITION" an addition to Maize, Sedgwick County, Kansas, into Lots, a Block, and a Street, the same being accurately set forth in the accompanying plat and described herein:

A contiguous tract described as follows:

Lot 63, Block 1, Hampton Lakes Addition, an addition to Maize, Sedgwick County, Kansas, EXCEPT that part platted as Hampton Lakes Second Addition, an addition to Maize, Sedgwick County, Kansas, and EXCEPT a tract of land in said Lot 63 situated in the southeast Quarter of Section 30, Township 26 South, Range 1 West of the 6th P.M., described as follows: COMMENCING at the southwest corner of said Lot 63; thence on an assumed bearing of north 00 degrees 54 minutes 41 seconds west, 30.36 feet along the west line of said Lot 63 to the northwest corner of said Quarter Section; thence north 88 degrees 23 minutes 26 seconds east, 577.19 feet along the north line of said Quarter Section to the POINT OF BEGINNING; first course, thence south 86 degrees 17 minutes 08 seconds east, 326.25 feet; second course, thence south 82 degrees 43 minutes 41 seconds east, 5.90 feet to the east line of said Lot 63; third course, thence on a curve of 405.00 feet radius to the right, an arc distance of 33.05 feet along said east line with a chord which bears north 17 degrees 42 minutes 22 seconds east, 33.04 feet to said north line of said Quarter Section; fourth course, thence south 88 degrees 23 minutes 26 seconds west, 341.60 feet along said north line to the POINT OF BEGINNING; and EXCEPT a tract of land in said Lot 63 situated in the Northeast Quarter of Section 30, Township 26 South, Range 1 West of the 6th P.M., described as follows: COMMENCING at the southwest corner of said Lot 63; thence on an assumed bearing of north 00 degrees 54 minutes 41 seconds west, 30.36 feet along the west line of said Lot 63 to the southwest corner of said Quarter Section and the POINT OF BEGINNING; first course, thence north 88 degrees 23 minutes 26 seconds east, 918.80 feet along the south line of said Quarter Section to the southeasterly corner of said Lot 63; second course, thence on a curve of 405.00 feet radius to the right, an arc distance of 30.70 feet along said southeasterly line with a chord which bears north 41 degrees 23 minutes 07 seconds east, 294.77 feet to the east line of said Lot 63; third course, thence north 01 degree 38 minutes 39 seconds west, 127.96 feet along said east line to a point being 433.96 feet south of the northeast corner of said Lot 63; fourth course, thence south 88 degrees 41 minutes 53 seconds west, 115.04 feet to the west line of said Lot 63; fifth course, thence south 00 degrees 50 minutes 15 seconds east, 349.58 feet along said west line to the POINT OF BEGINNING.

TOGETHER WITH:

Lot 64, Block 1, Hampton Lakes Addition, an addition to Maize, Sedgwick County, Kansas, EXCEPT a tract of land in said Lot 64 situated in the Northeast Quarter of Section 30, Township 26 South, Range 1 West of the 6th P.M., described as follows: BEGINNING at the southeast corner of said Lot 64; first course, thence on an assumed bearing of north 01 degree 03 minutes 57 seconds west, 157.35 feet along the east line of said Lot 64 to a point being 110.92 feet along the westerly corner of Lot 65 of said Block 1; second course, thence south 75 degrees 30 minutes 00 seconds west, 876.38 feet to the southwest corner of said Lot 64; third course, thence south 08 degrees 11 minutes 18 seconds west, 119.28 feet along said westerly line to the southwesterly corner of said Lot 64; fourth course, thence south 81 degrees 52 minutes 28 seconds east, 71.28 feet along the south line of said Lot 64; fifth course, thence on a curve of 1995.00 feet radius to the left, an arc distance of 315.23 feet along the said south line with a chord which bears south 86 degrees 28 minutes 13 seconds east, 314.89 feet; sixth course, thence north 88 degrees 56 minutes 03 seconds east, 487.33 feet along said south line to the POINT OF BEGINNING.

TOGETHER WITH:

Lot 65, Block 1, Hampton Lakes Addition, an addition to Maize, Sedgwick County, Kansas, EXCEPT a tract of land in said Lot 65 situated in the Northeast Quarter of Section 30, Township 26 South, Range 1 West of the 6th P.M., described as follows: BEGINNING at the southeast corner of said Lot 65; first course, thence on an assumed bearing of north 01 degree 03 minutes 57 seconds west, 317.19 feet along the east line of said Lot 65 to the northeast corner of said Lot 65; second course, thence south 89 degrees 56 minutes 02 seconds west, 74.17 feet; said Lot 65; third course, thence south 88 degrees 55 minutes 55 seconds west, 150.72 feet; fourth course, thence south 75 degrees 30 minutes 00 seconds west, 239.11 feet to the west line of said Lot 65; fifth course, thence south 01 degree 03 minutes 57 seconds east, 110.92 feet along said west line to the southwest corner of said Lot 65; sixth course, thence north 88 degrees 56 minutes 03 seconds east, 240.04 feet along the south line of said Lot 65 to the POINT OF BEGINNING.

TOGETHER WITH:

Reserve A, Hampton Lakes Addition, an addition to Maize, Sedgwick County, Kansas, EXCEPT a tract of land in said Reserve A situated in the Northeast Quarter of Section 30, Township 26 South, Range 1 West of the 6th P.M., described as follows: COMMENCING at the northeast corner of said Reserve A, thence on an assumed bearing of south 01 degree 38 minutes 38 seconds east, 433.96 feet along the west line of said Reserve A to the POINT OF BEGINNING; first course, thence south 01 degree 38 minutes 38 seconds east, 127.96 feet along said west line to the southwest corner of Reserve A; second course, thence on a curve of 405.00 feet radius to the right, an arc distance of 250.22 feet along the south line of said Reserve A with a chord which bears north 80 degrees 25 minutes 23 seconds east, 246.26 feet; third course, thence south 81 degrees 52 minutes 28 seconds east, 30.36 feet along said south line to the southeasterly corner of said Reserve A; fourth course, thence north 08 degrees 11 minutes 18 seconds east, 119.28 feet along the easterly line of said Reserve A; fifth course, thence north 75 degrees 30 minutes 00 seconds west, 45.17 feet; sixth course, thence south 88 degrees 41 minutes 53 seconds west, 309.31 feet to the POINT OF BEGINNING.

TOGETHER WITH:

The south 308.77 feet of a tract described as BEGINNING at a point on the east line of the Northeast Quarter of Section 30, Township 26 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, said point being 959.81 feet north of the southeast corner of said Northeast Quarter; thence west, at right angles, 238.71 feet; thence south, at right angles, 208.71 feet; thence west, at right angles, 191.28 feet; thence north, at right angles, 540 feet; thence east, at right angles, 430 feet to the east line of said Northeast Quarter; thence south, along the east line of said Northeast Quarter, 431.29 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A tract described as BEGINNING at a point on the East line of the Northeast Quarter of Section 30, Township 26 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, said point being 959.81 feet North of the Southeast corner of said Northeast Quarter; thence West, at right angles, 238.71 feet; thence South, at right angles, 208.71 feet; thence West, at right angles, 191.28 feet; thence North, at right angles, 740 feet; thence East, at right angles, 430 feet to the East line of said Northeast Quarter; thence South, along the East line of said Northeast Quarter to the POINT OF BEGINNING, EXCEPT the South 308.77 feet and EXCEPT BEGINNING at a point on the East line, said point being 1490.90 feet North of the Southeast corner of said Northeast Quarter; thence South 00° 25' 42" East (assumed basis of bearings) along the East line of said Northeast Quarter 155.00 feet; thence South 89° 34' 18" West perpendicular to said East line for 430.00 feet; thence North 00° 25' 42" West parallel with the East line of said Northeast Quarter 155.00 feet; thence North 89° 34' 18" East perpendicular to said East line 430.00 feet, to the POINT OF BEGINNING.

Said contiguous tract being described as follows:

A contiguous tract of land lying within portions of Lots 63, 64, 65, Block 1, and a portion of Reserve A, all in Hampton Lakes Addition, an addition to Maize, Sedgwick County, Kansas, TOGETHER WITH, an unplatted tract of land lying in a portion of the Northeast Quarter of Section 30, Township 26 South, Range 1 West of the 6th P.M., Maize, Sedgwick County, Kansas, said contiguous tract being more particularly described as follows:

COMMENCING at the southeast corner of said Northeast Quarter; thence along the east line of said Northeast Quarter on a Kansas coordinate system of 1983 south zone bearing of N01°04'00"W, 959.80 feet to a point on a commonly described line referenced in Trustee's Deed document recorded on Doc.#Fm-Pg: 29128642 and Special Warranty Deed document recorded on Doc.#Fm-Pg: 29998246, said point also being the POINT OF BEGINNING; thence along said commonly described line for the next two courses, S88°56'00"W, 238.71 feet; thence parallel with said east line of the Northeast Quarter, S01°04'00"E, 208.71 feet to the north line of said addition; thence along said north line, N88°55'37"E, 166.24 feet to a point on a westerly line described on General Warranty Deed recorded on Doc.#Fm-Pg: 29985297, said point also being 7.47 feet west of the northeast corner of said Lot 65; thence along the described bearings of said General Warranty Deed for the next three courses, S01°03'55"E, 150.72 feet; thence S75°30'09"W, 116.07 feet; thence S88°41'53"W, 1424.98 feet to a point on the west line of said addition; thence along said west line, N00°52'28"W, 430.23 feet to the northwest corner of said addition; thence along the north line of said addition, N88°17'31"E, 219.74 feet to a northeasterly corner of said Lot 64, being coincident with a point on the west line of said Trustee's Deed; thence along said west line, N01°04'00"W, 280.09 feet to a point on the north line of said Trustee's Deed; thence along said north line, N88°55'01"E, 430.00 feet to a point on the said east line of Northeast Quarter; thence along said east line, S01°04'00"E, 100.06 feet to the POINT OF BEGINNING.

Said contiguous tract CONTAINS: 1,162,585 square feet or 26.69 acres of land, more or less.

CERTIFICATE OF SURVEY (continue)

All streets, easements, rights-of-way, building setbacks, access corners, TOGETHER WITH all other public dedications within the above described property, are hereby vacated and replatted by virtue of K.S.A. 12-512b, as amended.

I hereby certify that the details of this plat are correct to the best of my knowledge and belief this _____ day of _____, 2016.

Curtis W. Luttrell, P.S. #1238
MKEC Engineering, Inc. (CLS 30)
411 North Webb Road
Wichita, Kansas 67206



OWNER'S CERTIFICATE

Know all men by these presents that we the undersigned property owners of the land above set forth in the Professional Surveyor's Certificate, have caused the same to be surveyed and platted into Lots, a Block, and a Street, the same to be known as "HAMPTON LAKES THIRD ADDITION" an addition to Maize, Sedgwick County, Kansas.

The street, Maize Road, is hereby dedicated to and for the use of the public.

Easements for the construction and maintenance of sanitary sewer and utilities, as indicated hereon, are hereby granted to the public.

All abutters rights of access to or from Maize Road over and across the east line of "HAMPTON LAKES THIRD ADDITION," are hereby granted to the appropriate governing body, provided however two full movement openings shall be allowed as indicated hereon. All abutters rights of access to or from planned Kansas Highway 254 over and across the south line of "HAMPTON LAKES THIRD ADDITION," are hereby granted to the appropriate governing body.

One temporary emergency access opening is hereby granted to Lot 1 over and across the south and east most 150.72 feet of Lot 1, as indicated hereon. Emergency access to Lot 1 shall be provided until such time that the planned Kansas Highway 254 construction activities commence. A permit with the State of Kansas shall be obtained, providing for the terms of such temporary emergency access. Two additional emergency access openings are platted: one along the north line of Lot 2 across Lot 3, and one along the west line of Lot 1 at the northwest corners of said Lots 1 and 2. In the event that the temporary emergency access along Maize Road is deemed closed per the terms and provisions of the State of Kansas permit, Lot 1 shall establish a replacement emergency access to the north across Lot 3, or to the west from a present unplatted tract of land. When the emergency access is established to the west across the west line of said Lot 1, the emergency access opening across Lot 3 shall no longer be required. Emergency access openings are as shown hereon (1/2).

A drainage plan has been developed for this plat. All drainage easements, rights-of-way, or reserves shall remain at established grades or as modified with the approval of the applicable City or County Engineer, and shall remain unobstructed to allow for the conveyance of stormwater.

Hampton Lakes, LLC,
a Kansas limited liability company

Schellenberg Properties, LLC,
a Kansas limited liability company

ANDMAR Holdings, LLC,
a Kansas limited liability company

Marvin L. Schellenberg, managing member

Marvin L. Schellenberg, managing member

Marvin L. Schellenberg, managing member

STATE OF KANSAS, SEDGWICK COUNTY) ss:
This instrument was acknowledged before me on _____ day of _____, 2016, by Marvin L. Schellenberg, managing member of Hampton Lakes, LLC, a Kansas limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____, Notary Public

Notary Public:
print name
My Term Expires: _____

STATE OF KANSAS, SEDGWICK COUNTY) ss:
This instrument was acknowledged before me on _____ day of _____, 2016, by Marvin L. Schellenberg, Manager of Schellenberg Properties, LLC, a Kansas limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____, Notary Public

Notary Public:
print name
My Term Expires: _____

STATE OF KANSAS, SEDGWICK COUNTY) ss:
This instrument was acknowledged before me on _____ day of _____, 2016, by Marvin L. Schellenberg, Manager of ANDMAR Holdings, LLC, a Kansas limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____, Notary Public

Notary Public:
print name
My Term Expires: _____

PLANNING COMMISSION CERTIFICATE

This plat of "HAMPTON LAKES THIRD ADDITION" has been submitted to and approved by the City of Maize Planning Commission, Maize, Kansas.

Dated this _____ day of _____, 2016.

CITY OF Maize PLANNING COMMISSION

By _____

Gary Kirk, Chair

Attest:

Sue Villarreal, Secretary

GOVERNING BODY CERTIFICATE

This plat approved and all dedications shown hereon, accepted by the governing body of the City of Maize, Kansas dated this _____ day of _____, 2016.

At the direction of the City Council,

Clair Donnelly, Mayor

Attest:

Jocelyn Reid, City Clerk

REGISTER OF DEEDS' CERTIFICATE

STATE OF KANSAS, SEDGWICK COUNTY) ss:

This is to certify that this instrument was filed for record in the Register of Deeds office this _____ day of _____, 2016, at _____ o'clock _____ M., and is duly recorded.

Tonya E. Buckingham, Register of Deeds

TRANSFER RECORD

STATE OF KANSAS, SEDGWICK COUNTY) ss:

Entered on transfer record this _____ day of _____, 2016.

Kelley B. Arnold, County Clerk

COUNTY SURVEYOR

STATE OF KANSAS, SEDGWICK COUNTY) ss:

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 2016.

_____, Deputy County Surveyor

Trida L. Robello, P.S. #1246
Deputy County Surveyor
Sedgwick County, Kansas

MORTGAGE CERTIFICATE

Legacy Bank, holder of a mortgage on a portion of the above described property, does hereby consent to the "HAMPTON LAKES THIRD ADDITION" final plat.

Brad Yaeger, Executive Vice President

STATE OF KANSAS, SEDGWICK COUNTY) ss:

This instrument was acknowledged before me on _____ day of _____, 2016, by Brad Yaeger, Executive Vice President, Legacy Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

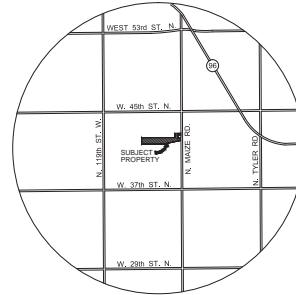
Affix Seal

_____, Notary Public

Notary Public:
print name
My Term Expires: _____



Hampton Lakes Third Addition



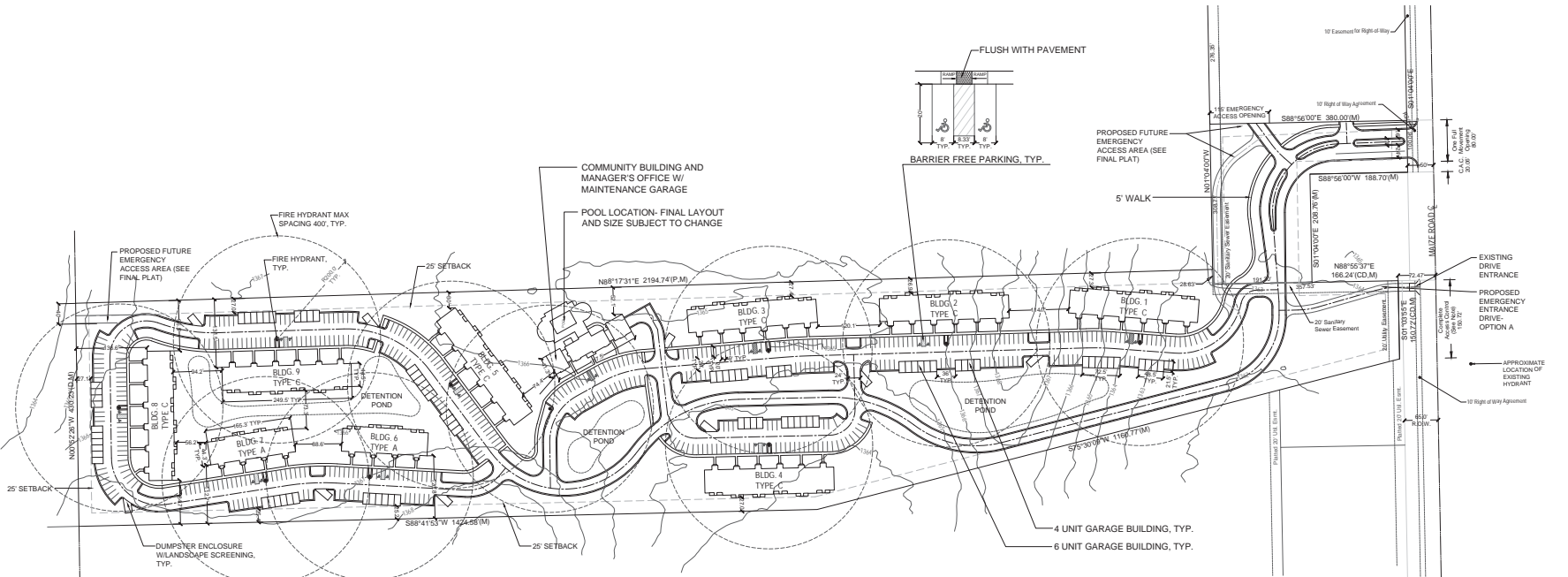
LOCATION MAP

OWNER:
HAMPTON LAKES, LLC and
SCHELLENBERG PROPERTIES, LLC
CONTACT: MARVIN L. SCHELLENBERG
7926 W. 21ST STREET
WICHITA, KS 67205
316721-2153

PREPARED BY:
EDWARD ROSE MILLENNIAL
DEVELOPMENT, L.L.C.
CONTACT: KIRSTEN RIMES
6101 NEWPORT ROAD
KALAMAZOO, MICHIGAN 49002
269/323-9404
KRIMES@EDWARDROSE.COM

SHEET INDEX

1	COVER SHEET/SITE PLAN
2	SITE LIGHTING PLAN
A1	BUILDING ELEVATIONS
A2	BUILDING ELEVATIONS
A3	GARAGE ELEVATIONS
A4	COMMUNITY BUILDING ELEVATION



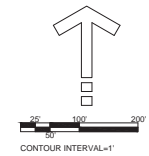
PROPOSED USE: MULTI FAMILY

TOTAL UNITS	300 (12.58 D.U./A.)
ONE BEDROOM	186
TWO BEDROOM	114
SITE SIZE	23.85 ACRES
PARKING SPACES	563 (1.75 SPACES/UNIT)
OPEN SPACES:	481 TOTAL
	461 STANDARD SPACES
	20 BARRIER FREE SPACES
GARAGE SPACES:	82 TOTAL
	80 STANDARD SPACES
	2 BARRIER FREE SPACES
BUILDING COVERAGE	±11 %
PARKING LOT & DRIVE COVERAGE	±27 %
OPEN SPACE	±62 %

BUILDING SCHEDULE					
BUILDING TYPE	ONE BEDROOM	TWO BEDROOM	TOTAL UNITS	TYPE OF BUILDING	NUMBER OF BUILDINGS
A	16	8	24	3 STORY	2
C	22	14	36	3 STORY	7

NOTE:
DOUBLE-LOADED PARKING AREAS ARE 8' WIDE. SINGLE-LOADED PARKING AREAS ARE 10' WIDE. PARKING SPACES ARE 8' x 20'. GARAGES ARE 12' x 21'.
ALL PRIVATE DRIVES ARE 20' WIDE. SIDEWALKS ADJACENT TO PARKING LOTS ARE 5' WIDE.
ALL OTHER SIDEWALKS SHALL BE 4' WIDE MINIMUM. OVER 200' IN LENGTH TO BE 5' MINIMUM.
ALL PAVED AREAS HAVE 2" WIDE CONCRETE CURBS.

NOTE:
FINAL ENGINEERING DRAWINGS
HAVE NOT BEEN COMPLETED.
CHANGES TO BUILDING
LOCATIONS, PARKING AREAS,
DRIVES, AND DETENTION BASINS
MAY BE REQUIRED.





Date	06/07/16
Drawn / Revisions	
Description	
Site Plan Review Number	
Rev	
1	
2	
3	
4	

**Preliminary Apartments Homes
 Maize, Kansas
 Building Elevations**



Front Elevation - 4 Entry Standard Building - Color A
 SCALE: NO SCALE



Rear Elevation - 4 Entry Standard Building - Color A
 SCALE: NO SCALE



Side Elevation - 4 Entry Standard Building - Color A
 SCALE: NO SCALE

COLOR OPTION A

HORIZONTAL SIDING	BRICK VENEER	SHINGLES
CHARCOAL GRAY	CABERNET BURGUNDY	WEATHERWOOD
STERLING		
SHAKE SIDING	STONE VENEER	
MOON ROCK	ELKWOOD	
OCEANSIDE		

COLORS AND TEXTURES SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY FROM MANUFACTURER'S PRODUCTS.
 ARCHITECTURAL DETAILS MAY VARY

NOTE: COLOR OPTION A OR B WILL BE CHOSEN BY OWNER FOR 24 UNIT BUILDINGS

BUILDING SQ. FOOTAGE
 1ST FLOOR: ±8,233 SF
 2ND FLOOR: ±8,128 SF
 3RD FLOOR: ± 8,066 SF
 24 UNIT BUILDING TOTAL: ±24,427 SF
 16 ONE-BEDROOM UNITS
 8 TWO-BEDROOM UNITS

PREPARED BY:
 EDWARD ROSE MILLENNIAL DEVELOPMENT, L.L.C.
 6101 NEWPORT ROAD
 KALAMAZOO, MICHIGAN 49003
 268753-9484

**BUILDING ELEVATIONS- BUILDING TYPE A
 24 UNIT BUILDING/COLOR OPTION A
 PROPOSED GARDEN APARTMENTS
 MAIZE, KANSAS**

PLAN:
 PAGE:
A1



Front Elevation - 6 Entry Standard Building - Color B
SCALE: NO SCALE



Rear Elevation - 6 Entry Standard Building - Color B
SCALE: NO SCALE



Side Elevation - 4 Entry Standard Building - Color B

NOTE: COLOR OPTION A OR B WILL BE CHOSEN BY OWNER FOR 36 UNIT BUILDINGS

BUILDING SQ. FOOTAGE
1ST FLOOR: ±12,395 SF
2ND FLOOR: ±12,200 SF
3RD FLOOR: ±12,084 SF
36 UNIT BUILDING TOTAL: ±36,679 SF
22 ONE-BEDROOM UNITS
14 TWO-BEDROOM UNITS

COLOR OPTION B

HORIZONTAL SIDING	BRICK VENEER	SHINGLES
SAND	MOCHA	WEATHERWOOD
WALNUT	STONE VENEER	
SHAKE SIDING	STONE VENEER	
CYPRESS	ELKWOOD	
COCOA		

COLORS AND TEXTURES SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY FROM MANUFACTURER'S PRODUCTS.
ARCHITECTURAL DETAILS MAY VARY

PREPARED BY:
EDWARD ROSE MILLENNIAL DEVELOPMENT, L.L.C.
6161 NEWSPORT ROAD
KALAMAZOO, MICHIGAN 49003
269/322-9484

BUILDING ELEVATIONS- BUILDING TYPE C
36 UNIT BUILDING/COLOR OPTION B
PROPOSED GARDEN APARTMENTS
MAIZE, KANSAS

EDWARD ROSE & SONS
Drawn: KLR
Checked:
06.06.16

No.	Revisions	Date
1	Site Plan Review Submitted	06/06/16
2		
3		
4		

Preliminary Apartments Homes
Maize, Kansas
Building Elevations

PLAN
PAGE:
A2



Date	09/06/16
Issue / Revisions	
Description	
Site Plan Review Submittal	
By	1 2 3 4

**Preliminary Apartments Homes
Maize, Kansas
Community Building Elevations**



Front Elevation
SCALE: NO SCALE



Rear Elevation
SCALE: NO SCALE



Left Side Elevation
SCALE: NO SCALE



Right Side Elevation
SCALE: NO SCALE

Community Building and Manager's Office w/ Maintenance Area
SCALE: NO SCALE

BUILDING SQ. FOOTAGE
1ST FLOOR: +5,000 SF
SIZE MAY VARY

COLOR OPTION B

HORIZONTAL SIDING SAND	BRICK VENEER MOCHA	SHINGLES WEATHERWOOD
SHAKE SIDING CYPRESS	STONE VENEER ELKWOOD	

COLORS AND TEXTURES SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY FROM MANUFACTURER'S PRODUCTS.
ARCHITECTURAL DETAILS MAY VARY

PREPARED BY:
EDWARD ROSE MILLENNIAL DEVELOPMENT, L.L.C.
6101 NEWPORT ROAD
KALAMAZOO, MICHIGAN 49001
269723-9484

**COMMUNITY BUILDING AND MANAGER'S
OFFICE W/ MAINTENANCE AREA**
PROPOSED GARDEN APARTMENTS
MAIZE, KANSAS

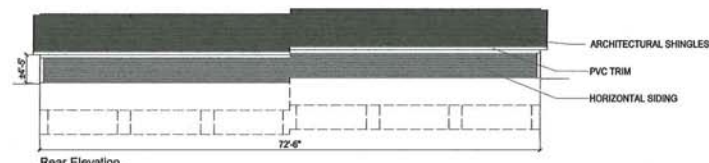
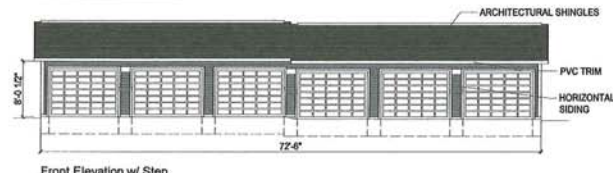
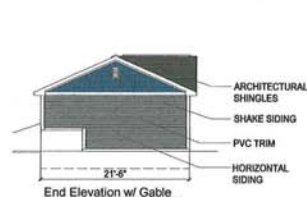
PLAN
PAGE:
A4



Date	06/06/16
Drawn	RLR
Checked	
By	
Site Plan Review Submittal	

**Preliminary Apartments Homes
 Maize, Kansas
 Garage Elevations**

PLAN
 PAGE:
A3

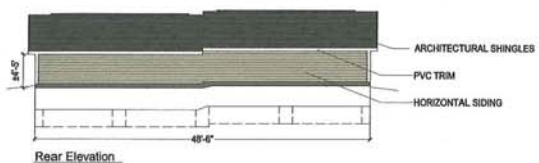


Garage Elevations- 6 Stall Standard Building- Color A
 SCALE: NO SCALE

COLOR OPTION A

HORIZONTAL SIDING	BRICK VENEER	SHINGLES
CHARCOAL GRAY	CABINET BURGUNDY	WEATHERWOOD
SHAKE SIDING	STONE VENEER	
MOON ROCK	ELKWOOD	

COLORS AND TEXTURES SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY FROM MANUFACTURER'S PRODUCTS. ARCHITECTURAL DETAILS MAY VARY



Garage Elevations- 4 Stall Standard Building- Color B
 SCALE: NO SCALE

COLOR OPTION B

HORIZONTAL SIDING	BRICK VENEER	SHINGLES
SAND	MOCHA	WEATHERWOOD
SHAKE SIDING	STONE VENEER	
CYPRESS	ELKWOOD	

COLORS AND TEXTURES SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY FROM MANUFACTURER'S PRODUCTS. ARCHITECTURAL DETAILS MAY VARY

PREPARED BY:
 EDWARD ROSE MILLENNIAL DEVELOPMENT, L.L.C.
 6101 NEWPORT ROAD
 KALAMAZOO, MICHIGAN 49003
 268223-1484

GARAGE ELEVATIONS
 PROPOSED GARDEN APARTMENTS
 MAIZE, KANSAS



Color Option A

Note:

Colors and textures may vary depending on available material.

Architectural details may vary

City of Maize, Kansas

Proposed Apartment Homes
Maize, Kansas

Regular Council Meeting June 20, 2016





Color Option B

Note:

Colors and textures may vary depending on available material.

Architectural details may vary

City of Maize, Kansas

Proposed Apartment Homes
Maize, Kansas

Regular Council Meeting June 20, 2016



June 2016



Monthly Council Report

Department Highlights

- Activities within the department are functioning as they should.
- The Department continues work on a grant application for an additional SRO/Community policing officer. The grant deadline is June 23rd, 2016.
- The white Ford van the department received as part of the equipment from the school district has been sold on Purplewave.com. I brought a little over \$2000.00.
- The first of three summer 911 camps has concluded. It was another success. Two more camps to go.
- Working with staff to complete yearly in-service training hours. Each officer is required to complete 40 hours of training per state requirements.

Budget status: 40/100%

Major purchases:

None

Current Staff Levels.

- 12 Full-time
- 2 Part-time
- 2 Reserve
- 2 Reserve -Vacant

Monthly Activities

May Police Reports - 409
 May calls for service - Not available

Community Policing:

911 Camps are in session.

PUBLIC WORKS REPORT 6-14-2016

Regular Work

- Have graded all of the streets several times this month. Had quite a bit of rain the last of May which gave us a few very messy roads for a while however now that it has turned off very dry and hot they are in much better shape.
- We are mowing a lot right now and it will take us some time to catch up on road ROW, as well as the Community Building, City Hall, well houses, lift stations, ponds etc.
- We have mowed and taken out some dead trees along the white wall on 45th east of Plantation. It was looking pretty bad and we wanted to dress it up and make it look better. I guess someone wants to plant a new tree in place of one of the ones we took out. Always seems to be plenty to do.

Special Projects

- We are working to get the sod laid and watered at the new Maintenance Shop. Want to get all of that done before the ribbon cutting. It certainly looks better. The new gate is installed but the automatic controls are not installed yet. We installed our old Flag Pole there as well. Think it will really look nice when we get it all done.
- The pavement overlays are completed on 61st and on north Tyler Road. The estimates were not to exceed more than 230,000 and I believe they were done for under 215,000 dollars. Think APAC did a great job on them and got them done in a very timely manner.
- Got the old dump truck back from Truck Parts that was damaged in the roll over. It drives good and the hydraulics and everything work fine. That was under 3,000 dollars. We are in the process of getting estimates for painting it white as well. We received a total of 14,000 dollars from the insurance company and we bought the truck back for 3,000 dollars so we had a check for 11,000 dollars to start with.
- The Splash Park is coming along fine. The sprinkler system is being installed now and the sod should go in on Thursday, June 16th. The fence should go in shortly after that and part of it may be installed before the grand opening. Concrete work is done and the planter is being prepared for some plants on the west side of the splash p

Ron Smothers

Public Works Director

City Engineer's Report

6/15/2016

Maize Middle School

The Maize Middle construction has resumed.

Splash Park

The sprinkler system has been installed and the lines have been filled in. The park should be in great shape for the Grand Opening on the 21st of this month.

**PLANNING ADMINISTRATOR'S
REPORT**

DATE: JUNE 20, 2016

TO: Maize City Council Members

FROM: Kim Edgington, Planning Administrator

RE: Regular June City Council Meeting

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

1. Watercress Apartment development – The property is set to close in July and construction will begin soon afterward.
2. Zone change application and one-step final plat – for 23.76 acres on the west side of Maize Road approximately 1/3 mile south of 45th Street. This property is currently zoned LC Limited Commercial and is proposed to be down-zoned to MF-29 Multi-Family Residential for an apartment development. The plat and rezoning request were recommended for approval by the Planning Commission at their April 7th meeting. The plat is on the current Council agenda for review and approval.
3. Comprehensive Plan Update – I have been meeting with Gould Evans and have set a calendar for the necessary steps for the upcoming process of creating a new plan. Expected completion date is December 2016.
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
June 20, 2016**

Year to date status (Through 05/31/16):

General Fund –			
	Budget	YTD	
Rev.	\$3,065,844	\$1,582,232	51.61%
Exp.	\$3,369,786	\$1,515,529	44.97%
Streets –			
Rev.	\$287,420	\$ 126,705	44.08%
Exp.	\$294,100	\$ 132,357	45.00%
Wastewater Fund-			
Rev.	\$714,000	\$ 342,893	48.02%
Exp.	\$714,000	\$ 311,595	43.64%
Water Fund-			
Rev.	\$769,500	\$ 332,231	43.17%
Exp.	\$769,500	\$ 337,606	43.87%

Health & Dental Benefits

Per Council's request, here are the 2016 numbers (through 05/31/2016) 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:	\$135,141.99	\$ 33,792.27	\$168,934.26
Dental:	8,954.08	2,239.36	11,193.44
Life:	<u>3,965.98</u>	<u>0</u>	<u>3,965.98</u>
	\$148,062.05	\$ 36,031.63	\$183,823.38

Dugan Park Funds

Per Council's request, the following is a breakdown of the Dugan Park funds (as of 05/31/2016)

Starting Balance:	\$304,736.57
Phase II Playground Equipment:	- 18,702.12
Master Park Plan:	- 10,000.00
Picnic Tables, Shelters, Benches	- 60,571.92
Community Building Remodel:	- 41,215.06
Skate Park I:	- 10,232.54
Skate Park II:	- 65,068.68
Splash Pad/Restrooms:	- 99,018.91
Remaining Balance:	\$ 0

IIMC Conference:

I attended the International Institute of Municipal Clerks (IIMC) Annual Conference on May 22-25 in Omaha. Almost 800 delegates from around the world were there. Countries represented besides the United States included Canada, UK, Netherlands, Belgium, South Africa, Scotland, Bermuda and Israel.

This was the first time I attended this conference and I was very impressed. Every session I attended was helpful and I am still trying to get my notes together on all of them. Probably my favorite one I attended was a pre-conference education session on human resources. It was a 4-hour session and we went through a lot of information. We discussed harassment policies, hiring/firing procedures, and a lot of the alphabet (ADA, ADAA, FLSA, etc.). After this session, I believe the City has been doing a good job of implementing and following policies, there a few that I may take a closer look at (sections of the personnel policy, employment applications).

Another session I attended was on the subject of first amendment rights and public meetings. The main thing I took away was that staff and Council should consider establishing and implementing a written code of conduct for public meetings. This has been discussed in the past, but this session really emphasized the need for a policy covering the expectations for Council and the public during a meeting.

I really appreciate being able to attend this conference. It was helpful not only to listen to the different presenters but also to be able to meet and network with other clerks from around the world. The conference surpassed all my expectations and I came back with more ideas and information than I could have hoped for.

CAPITAL PROJECTS

Projects w/o
Temp Notes

Project	Fund	Resolution of Advisability	Total Resolution Amount	Expenditures thru 12/31/15	Expenditures 1/1/16 thru 5/31/16	Total Expenditures	Resolution Authorization Less Expenditures
Eagles Nest Phase 2A Water	05	556-14	\$ 104,000.00	\$ 100,801.81	\$ -	\$ 100,801.81	\$ 3,198.19
Eagles Nest Phase 2A Paving	05	555-14	\$ 515,000.00	\$ 440,221.49	\$ -	\$ 440,221.49	\$ 74,778.51
Eagles Nest Phase 2 Sanitary Sewer	05	547-14	\$ 240,000.00	\$ 168,429.73	\$ -	\$ 168,429.73	\$ 71,570.27
Maize Ind Park Water	05	565-14	\$ 63,700.00	\$ 61,484.69	\$ -	\$ 61,484.69	\$ 2,215.31
Maize Ind Park Sanitary Sewer	05	566-14	\$ 97,600.00	\$ 66,099.75	\$ -	\$ 66,099.75	\$ 31,500.25
Totals			\$ 1,020,300.00	\$ 837,037.47	\$ -	\$ 709,453.03	\$ 149,546.97

MPBC Project	Fund	Resolution	Total Resolution Amount	Expenditures thru 12/31/15	Expenditures 1/1/16 thru 5/31/16	Total Expenditures	Resolution Authorization Less Expenditures
Public Works Building	05	MPBC 14-15	\$ 1,050,000.00	\$ 424,143.49	\$ 615,935.88	\$ 1,040,079.37	\$ 9,920.63
Grand Total				\$1,261,180.96	\$615,935.88	\$1,749,532.40	\$159,467.60

CIP 2016 (As of 05/31/2016)

<u>Detail</u>	<u>Reason</u>	<u>May Revenue</u>	<u>May Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/16					\$ 352,451.28
Ad Valorem	Tax			-	-
Motor Vehicle	Tax			-	-
Delinquent	Tax	-		100.00	-
Interest	From Bank Accounts	195.86		1,500.00	1,162.90
Maize Rec	Splash Park Contribution	-			25,000.00
Transfers	From General Fund	40,666.67		488,000.00	203,333.35
Total Revenues		<u>40,862.53</u>		<u>489,600.00</u>	<u>229,496.25</u>
Total Resources					<u>581,947.53</u>
Street Improvements			-	375,000.00	123,309.65 **
Sidewalk/Bike Paths				75,000.00	-
Park Improvements			1,695.62	215,000.00	140,008.45
Other Capital Costs			-	-	-
Total Expenditures			<u>-</u>	<u>665,000.00</u>	<u>263,318.10</u>
Cash Balance - 05/31/16					<u>\$ 318,629.43</u>

**Encumbered in 2015 Budget

Equipment Reserve 2016 (As of 5/31/2016)

<u>Detail</u>	<u>Reason</u>	<u>May Revenue</u>	<u>May Expense</u>	<u>Budget</u>	<u>Year to Date Actual Cash</u>
Beg Cash - 01/01/16					\$ 114,563.11
Interest	From Bank Accounts	17.09		300.00	101.51
Other Revenues	Sale of PD Radios	-			-
Reimbursements	Insurance for Dump Truck	11,000.00		-	11,000.00
Transfers	From General Fund	19,166.67		230,000.00	95,833.35
Total Revenues		\$ 30,183.76		\$ 230,300.00	\$ 106,934.86
Total Resources					\$ 221,497.97
Trucks/Heavy Equipment			\$ 15,747.68	\$ 100,000.00	\$ 90,469.98
Computers			-	50,000.00	3,654.00
Computers	Phone Upgrades-2015 Encumbrance				23,010.00
Police Department Expenses			14,327.94	80,000.00	58,199.14
Total Expenditures			\$ 30,075.62	\$ 230,000.00	\$ 175,333.12
Cash Balance - 05/31/2016					\$ 46,164.85



CITY OPERATIONS REPORT

DATE: June 15, 2016
TO: Maize City Council
FROM: Richard LaMunyon-Becky Bouska-Sue Villarreal-Jolene Graham
RE: June Report

1) Funding Wastewater Plant Upgrades & Renovations

At the direction of the Council, staff is proceeding with an annual funding formula that includes:

- Saving from Bond Refunding - Approximately = \$145,000
- 3 mills equivalent amount - Approximately = \$120,000
- Adding a \$3.00 monthly fee* - Approximately = \$45,000

* This figure is based on the number of 2015 customers

* A \$2.00 fee could be possible based on potential growth?

Staff met with MKEC engineers regarding costs. The discussion centered on the city's desire to complete the upgrades at a cost of around \$5 million dollars, if possible. Discussion also included State requirements, the time schedule and the bid process.

The engineers agreed the price might be lower depending on the current bid costs and the schedule of construction.

They also indicated their cost figures were somewhat inflated because they didn't know the timeline or any of the projected material costs at the time the study was completed.

After a group dialogue the proposed recommended strategy would include a request for a state loan up to \$6 million dollars. With the idea it can be done for less.

However, the above funding formula would cover the cost if the total amount were required.

The design engineers will also provide a construction plan to allow flexibility as the project proceeds.

At the conclusion of all construction the city would have a new plant and a retrofitted state of the art old plant. Both of which will be operational and can be rotated and maintained, increasing efficiency, productivity and extended the plant lifetime expectancy.

In the future, as the demands continue to increase and the city is required to increase the overall capacity, a request will be made to the State for a new permit to double to the plant output. The plant will have the capacity to accomplish this. At that time additional blowers and power source will be required.

Below is a "working schedule" for moving forward on this project:

- June 20th - Council Update
- July 18th - Revised sewer ordinance & Engineering Agreement
- July 22nd - Submit Loan Application
- August - Loan approval
- September/October - Bid process & Construction
- Estimated 12 -14 months to completion.

2) Sue Villarreal CMC

Congratulations to Sue!

Sue has fulfilled all the requirements for the "Certified Municipal Clerk" (CMC) program with the International Institute of Municipal Clerks (IIMC).

It is a declaration of her proficiency of the numerous positions she fulfills here at Maize.

Of course we have known about her capabilities and the important values, abilities and skills she has provided for us for years. We are happy for her and blessed to have her as a part of our Maize family.

3) 2017 Budget

There is no update to report on the 2017 budget preparation. It is anticipated numbers for will be available later this month. When received staff will be prepared to provide the Council with updated information.

4) Splash Park Feature

The City Park Splash Pad feature will be open for business beginning June 21st at 6PM.

A ceremonial ribbon cutting is planned. Councilmembers, Park & Tree Board members, staff and others will be on hand.

5) Economic Development

- Twenty-two new housing starts
- Edward Rose Apartments
- Watercress Villas Apartments
 1. Property to close owners in July
- Baxter Dental building
- Heartland Credit Union
 1. Ground breaking June 24th @ 11:30am

6) Court Costs

Attached to this memo is a summary of Court fees for 2015 as well as a proposed increase in fees. During the past legislative session they increased the fees for the State Law Enforcement Training Center as well as the Judicial Branch Education Fund both of which are sent to the State of Kansas. Thus, staff is preparing an ordinance for July to request an increase in fees. The Deputy City Administrator will review the documents with the Council during our Operations Report review.

7) Trailer Parks Law Suit

Summary Judgment was received. At this time, it appears they may appeal the summary judgment. We are awaiting direction from our attorney.

8) Other:

- Sunflower Grant (45th Street Walkway)
 1. Anticipate hearing from state before Mondays meeting
- Front Desk Modifications
 1. Scheduled for Friday & Saturday (June 17 & 18)
 2. Evan's Building Company is assuming all costs for the modifications.
- Painting around Maize
 1. A group of teenagers from Northside Church of Christ was in Maize last week painting houses. Check out our Facebook page for photos.

9) City Meetings

- | | | |
|--------------------------|-----------------|----------|
| • June 20 th | Council | @ 7:00pm |
| • June 21 st | Park & Tree | @ 5:30pm |
| • July 7 th | Planning | @ 7pm |
| • July 11 th | Budget Workshop | @ 6pm |
| • July 12 th | Park & Tree | @ 5:30pm |
| • July 18 th | Council | @ 7pm |
| • August 1 st | Special Council | @ 7pm |

Maize Municipal Court History of Court Costs

Court Costs	2001 (a.)	2006 (b.)	2008 (c.)	2011 (d.)	2016	2016 (e.)
City's Court Cost	\$15.00	\$27.00	\$29.00	\$63.00	\$62.50	\$65.00
State Law Enforcement Training Center	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$22.50
Local Law Enforcement Training	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$13.50
Public Defender Fee	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$4.00
Jail Housing Fee	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$4.00
Judicial Branch Education Fund	\$0.50	\$0.50	\$0.50	\$0.50	\$1.00	\$1.00
Total	\$52.00	\$64.00	\$66.00	\$100.00	\$100.00	\$110.00
<p>In the last year the state has doubled the Judicial Branch Education Fund and increased the State Law Enforcement Training Center Fund.</p> <p>Sedgwick County Jail has increased their housing fees by 4 cents effective January 1, 2016 with another increase of 11 cents effective January 1, 2017. Please note these housing fees are billed out hourly.</p> <p>With this increase we will be adding money into our fees that have not changed in the last 15 years.</p>						
City of Maize's fees						
a. Adopted by Ord. 573						
b. Adopted by Ord. 704						
c. Adopted by Ord. 747						
d. Adopted by Ord. 824						
e. Proposed court costs. Effective July 1, 2016						

**MUNICIPAL COURT FEE COLLECTIONS
2015**

Fund	FEE TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GF	Municipal Court Warrants	\$ -	\$ 231.00	\$ 150.00	\$ 200.00	\$ 150.00	\$ 50.00	\$ 200.00	\$ 100.00	\$ 50.00	\$ 150.00	\$ 60.00	\$ 100.00	\$ 1,441.00
GF	Court Fines	2,458.00	4,135.00	3,164.00	2,756.50	4,115.00	2,230.64	3,259.36	1,912.66	1,650.34	2,684.00	1,834.00	3,319.00	\$ 33,518.50
GF	Municipal Court Late Fee	40.00	100.00	40.00	20.00	80.00	20.00	56.00	6.50	20.00	57.50	40.00	80.00	\$ 560.00
GF	Municipal Court Costs	783.70	1,789.00	1,208.00	1,292.00	1,545.64	1,138.36	1,183.00	634.00	865.00	1,313.00	1,649.00	1,564.64	\$ 14,965.34
GF	Municipal Police Reports	84.65	259.55	245.00	223.50	119.20	201.75	223.15	227.45	251.75	269.55	191.05	187.10	\$ 2,483.70
GF	Municipal Bond Receipts	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
GF	Restitution Fees	10.00	4.00	-	-	-	23.00	97.65	8.99	20.00	44.99	-	-	\$ 208.63
GF	Diversion Fees	467.00	1,326.76	423.36	702.14	270.66	1,241.64	729.34	1,001.54	1,215.99	1,339.35	506.17	1,129.59	\$ 10,353.54
GF	ADSAP	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
GF	Police Video Fee	-	25.00	75.00	75.00	25.00	75.00	30.00	50.00	20.00	75.00	100.00	25.00	\$ 575.00
GF	Jail Housing Fees	54.42	84.08	44.68	55.70	47.36	108.08	44.34	24.34	75.36	91.82	70.00	78.42	\$ 778.60
LETF	Local Law Enforcement Training Funds	132.00	336.00	204.00	276.00	252.00	216.00	240.00	96.00	176.00	220.00	324.00	324.00	\$ 2,796.00
MCF	State Court Training	6.50	14.00	9.00	10.00	10.50	9.00	9.50	5.00	6.50	9.50	12.50	13.00	\$ 115.00
MCF	State Law Enforcement Training	220.00	504.00	368.00	468.00	380.00	340.00	385.35	180.00	338.00	413.32	514.68	520.00	\$ 4,631.35
MCF	Reinstatement Fees	-	162.00	303.00	81.00	243.00	81.00	162.00	21.00	-	162.00	-	162.00	\$ 1,377.00
MCF	Municipal Court Bond Receipt	-	481.00	-	-	(481.00)	1,533.50	301.00	-	-	-	1,603.34	175.00	\$ 3,612.84
MCF	Diversion Fees	231.62	355.25	348.00	369.65	195.32	960.50	580.00	40.00	476.68	677.84	212.38	423.16	\$ 4,870.40
MCF	Public Defender Fees	32.50	70.00	45.00	50.00	52.50	45.00	47.50	22.50	32.50	50.00	62.50	65.00	\$ 575.00
MCF	ADSAP	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
MCF	DUI Supervisory Fund	260.98	958.82	66.66	858.90	638.10	342.00	293.66	388.82	381.00	455.34	571.32	675.02	\$ 5,890.62
	Total Fee Assessed	\$ 4,781.37	\$ 10,835.46	\$ 6,693.70	\$ 7,438.39	\$ 7,643.28	\$ 8,615.47	\$ 7,841.85	\$ 4,718.80	\$ 5,579.12	\$ 8,013.21	\$ 7,750.94	\$ 8,840.93	\$ 88,752.52