

CITY OF HAYSVILLE

Agenda

March 22, 2010

CALL TO ORDER

ROLL CALL

INVOCATION BY: Pastor Mike Bradshaw, Haysville Christian Church

PLEDGE OF ALLEGIANCE

PRESENTATION AND APPROVAL OF MINUTES

- A. Minutes of March 8, 2010

ITEM #1 CITIZENS TO BE HEARD

ITEM #2 APPROVAL OF LICENSES AND BONDS

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. AN ORDINANCE CONCERNING THE AMENDMENT OF SECTIONS 11-1402, 11-1405 AND 11-1406 OF THE CITY CODE OF HAYSVILLE, KANSAS, IN CONNECTION WITH ENFORCEMENT OF THE PROVISIONS OF THE WEED CODE, ALL WITHIN THE CITY OF HAYSVILLE, SEDGWICK COUNTY, KANSAS.
- B. AN ORDINANCE CONCERNING ADDING SECTION 12-119 AND AMENDING SECTION 12-107 AND 17-356 OF THE CITY CODE OF HAYSVILLE, KANSAS, IN CONNECTION WITH ENFORCEMENT OF THE PROVISIONS OF THE PUBLIC PROPERTY CODE, ALL WITHIN THE CITY OF HAYSVILLE, SEDGWICK COUNTY, KANSAS.
- C. AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$4,055,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2010, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

- D. A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF \$4,055,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2010, OF THE CITY OF HAYSVILLE, 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.
- E. A RESOLUTION SETTING FORTH CERTAIN FINDINGS OF FACT AND DECLARING THAT NUISANCE CONDITIONS EXIST ON PROPERTY KNOWN AS 6534 S. Mabel, AND PROVIDING FOR ABATEMENT AND ASSESSMENT OF ALL COSTS RELATED THERETO.

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Governing Body Announcements
- B. Court Activity Report for February

ITEM #5 OTHER BUSINESS

- A. Consideration of Contract Agreement with BLACK EAGLE MARTIAL ARTS
- B. Authorization to Purchase an Evidence Cage for the Police Department
- C. Consideration of New Insurance Policy Premium

ITEM #6 OLD BUSINESS

ITEM #7 DEPARTMENT REPORTS

- A. City Clerk (Activity Report for February) – Beverly Rodgers
- B. Governmental Services (Activity Report for February) – Carol Neugent
- C. Police (Activity Report for February) – Mike McElroy
- D. Public Works – Randy Dorner
- E. Recreation – Georgie Carter

ITEM #8 APPOINTMENTS

ITEM #9 OFF AGENDA CITIZENS TO BE HEARD

ITEM #10 EXECUTIVE SESSION

- A. Executive Session for Attorney/Client Privilege (Not to Exceed 15 Minutes)

ITEM #11 BILLS TO BE PAID

- A. Bills to be Paid for the Last Half of March

ITEM #12 CONSENT AGENDA

- A. Thank You Letter from Zimmerman Properties Construction

ITEM #13 COUNCIL ITEMS

- A. Council Action Request Update
- B. Council Concerns Update
- C. New Council Concerns

ITEM #14 ADJOURNMENT

The Regular Council Meeting was called to order by Mayor Ken Hampton at 7:01 p.m. in the Haysville Municipal Building, 200 West Grand Avenue.

Roll was taken by Recording Secretary Camille Tullis: Pierce here, Wilkerson here, Crum here, Bradshaw here, Kanaga here, Ewert here, Slocum here, and Conrady here.

Invocation was given by Reverend Paul Greene, River of Life Worship Center.

Brody from Boy Scout Troop #895 led everyone present in the Pledge of Allegiance.

Under Presentation and Approval of Minutes, Mayor Ken Hampton presented for approval the Minutes of February 22, 2010.

Motion by Crum – Second by Ewert

Mayor, if there is no discussion or corrections, I'll make a motion that we go ahead and approve the minutes from February 22, 2010.

Pierce yea, Wilkerson yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

Under Citizens to be Heard Mayor Ken Hampton presented Mitch Clothier, 1508 Jubilee Re: Permission to Hold Bicycle Swap Meet.

Mitch Clothier introduced himself and thanked Council and Mayors past and present for the bicycle paths in Haysville. Clothier stated he was seeking permission to hold a bicycle swap meet at the Home Town Market. Clothier passed out an information packet to Council outlining the meet. Clothier stated the meet would be like a multi-family garage sale, except it would be related to bicycles, where participants could buy, sell, or trade. Clothier said the meet would be held on April 25th from 8:00 a.m. to after 12:00 p.m. at the Home Town Market. Clothier stated there had already been approval from the Historic Committee.

Mayor Ken Hampton asked Recreation Director Georgie Carter if there were any conflicts with the date April 25th. Carter stated it did not conflict with any City activities, adding that many members of the Historic Committee were in favor of the meet.

Councilperson Sandy Bradshaw asked if the vendors would be required to have insurance. Recreation Director Georgie Carter advised they were not required to have insurance. Carter stated she had told Mitch Clothier to research getting insurance in case it came up as an issue. Clothier said that if he had to provide his own insurance he was not sure what the level of coverage would be, but he could add a \$500,000 rider onto his homeowners insurance. Clothier stated if he had to provide his own insurance then he would ask to have the usage fees waived. Bradshaw asked if it would be necessary for Clothier to provide insurance if it was not required of the Home Town Market Vendors. Carter stated those events were covered because they were City sponsored and covered underneath the City's umbrella. Bradshaw asked if there was a usage fee for the Home

Regular Council Meeting

March 8, 2010

Page 2

Town Market. Carter stated there was not a set usage fee. Bradshaw asked Clothier if he would only be renting the Home Town Market and no other buildings. Clothier stated he would only be using the Home Town Market.

Councilperson Keith Pierce asked City Attorney Alison McKenney-Brown what the risk would be to rent out the Home Town Market with no insurance. Brown stated in any situation the City was always a possible target for a lawsuit. Brown advised the City was protected by the Tort Claims Act from most harms that could come up from this type of event. Brown stated the City always requires insurance because there could be an unknown unforeseeable act. Pierce asked if insurance had ever been required or if a precedent had ever been set. Recreation Director Georgie Carter advised previously all the functions had been sponsored by the City, and this was a unique case because the Home Town Market had never been rented out. Brown stated the City has required insurance of individual events. Pierce asked if the City had other facilities to rent out for a fee and no insurance. City Clerk Beverly Rodgers stated the City does not require insurance when renting out a facility unless there would be inflatable playground equipment.

Councilperson Sandy Bradshaw asked what was required when someone rented out Riggs Park for other events. City Clerk Beverly Rodgers stated the Lions Club Shelter was rented out for the Midwest Bicycle Fest but it did not include a sale. Bradshaw asked Mitch Clothier if he had ever needed insurance for that event. Clothier stated he had not.

Councilperson Steve Crum asked if this event was any different than renting out the band shell with no insurance required. City Attorney Alison McKenney-Brown stated if the City requires insurance for individual events then the City should require insurance for this event. Brown advised this would be a policy decision. Crum asked if insurance was required when bands rent out the band shell. City Clerk Beverly Rodgers advised it was not required.

Councilperson Keith Pierce stated he did not believe there was a set policy regarding insurance for individual events. Pierce felt the City should rent the Home Town Market at the standard rental fee now and have staff consider a policy regarding insurance.

Councilperson Steve Crum stated he agreed with Councilperson Keith Pierce but there was no standard fee for the Home Town Market. Recreation Director Georgie Carter stated the gazebo in the Historic District has a \$25 rental fee. City Clerk Beverly Rodgers stated the Community Building was \$75 a day with a \$50 deposit to rent. Carter stated the band shell was \$10 a day plus \$10 for electricity to rent.

Councilperson Keith Pierce recommended a fee of \$25 and requested staff to prepare a fee recommendation for a rental fee for the Home Town Market.

Motion by Pierce – Second by Crum

Regular Council Meeting

March 8, 2010

Page 3

Mr. Mayor and Council, I move that we permit the rental of the Home Town Market structure for the purpose of the Mid-West Bicycle Festival at the established rate and arrangement, same as the gazebo.

Mayor Ken Hampton asked if the motion needed to include a time of April 25th from 8:00 a.m. to noon.

Councilperson Keith Pierce amended his motion to include the time of April 25th from 8:00 a.m. to roughly 2:00 p.m.

Pierce yea, Wilkerson yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

There were no Licenses and Bonds.

There were no Ordinances and Resolutions.

Under Notices and Communications Mayor Ken Hampton asked for Governing Body Announcements.

Councilperson Pat Ewert announced the Senior Center would be giving out Panera Bread on March 10 at 9:00 a.m. and March 17 at 9:00 a.m. Ewert advised the Senior Breakfast would also be held on March 27 at the Senior Center encouraging citizens to sign up. Ewert advised school would be out Friday, March 12 for Spring Break urging citizens to be aware of children on the streets.

Mayor Ken Hampton presented a letter from Cox Communications Re: Pricing Changes.

Mayor Ken Hampton presented a letter from Cox Communications Re: Channel Lineup Changes.

Under Other Business Mayor Ken Hampton presented to Establish Joint Workshop Between the City Council and School Board for 7:00 p.m., Monday, March 29, 2010 at the Learning Center. Mayor Hampton advised there would be a Town Hall meeting immediately preceding sponsored by Haysville Healthy Habits Community Coalition. The Mayor stated he would like comments or suggestions for things to be put on the agenda.

Motion by Crum – Second by Ewert

I will just go ahead and initially make a motion that we go ahead and establish this Joint Workshop with the School Board for 7:00 p.m. on Monday, March 29th at the Learning Center.

Regular Council Meeting

March 8, 2010

Page 4

Mayor Ken Hampton asked Council if there was anything they wanted listed on the agenda before a vote was made.

Councilperson Mike Kanaga stated he would like all day kindergarten on the agenda. Kanaga stated he did not understand why this issue keeps coming up when it gets voted down.

Councilperson Sandy Bradshaw wanted to discuss perusing grants for safe school routes, so children could walk to school safely in our community. Bradshaw added she would also like to discuss any potential collaboration the City and School District might have for expanding the recreation program to benefit the citizens and community.

Pierce yea, Wilkerson yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

Mayor Ken Hampton presented the Consideration of Contract Agreement with USD 261 (Campus Baseball Team).

Recreation Director Georgie Carter stated that due to the holiday in February, the School Board did not meet until the same night that Council approved the previous contract. Carter advised the School Board requested changes in the contract highlighted in blue. Carter explained the School Board wanted in writing that the Campus team could practice on the new fields #5 and #6. Carter stated the School Board also wanted the phrase "District Booster Club" changed to "Campus Booster Club".

Motion by Bradshaw – Second Ewert

I'd make a motion that we approve this contract with USD 261 for use of Campus Baseball Team on our fields with the changes as noted.

Councilperson Keith Pierce asked Recreation Director Georgie Carter if she had any issue with the contract changes. Carter stated she had spoken to the School Board about the use of the fields verbally; they just wanted it in writing.

Pierce yea, Wilkerson yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

Mayor Ken Hampton presented the Acceptance of Proposals to Repair the Hitch on the Sludge Tank.

Director of Public Works Randy Dorner explained the hitch on the sludge tank is original to the machine and is about twelve years old. Dorner stated they had thought the hitch only needed a minor repair, but after it was taken apart they discovered that it needed to

Regular Council Meeting

March 8, 2010

Page 5

be totally rebuilt. Dorner advised they had received three bids and was asking for approval for \$3,120.00 for a bid from US Machinery.

Councilperson Michael Conrady asked if this was the only machine that hauls back and forth from the fields, and how long it would be in repair. Director of Public Works Randy Dorner stated that this was the only machine and it would be out for about a week. Conrady asked if Public Works would be able to operate without the sludge truck. Dorner stated that they would.

Councilperson Steve Crum asked what funds would be used for the repair. Director of Public Works Randy Dorner stated the funds would come out of the Wastewater Budget.

Motion by Kanaga – Second by Bradshaw

Mr. Mayor I would make a motion that we allow Public Works to have this sludge tank hitch repaired for the price of \$3,120.00.

Pierce yea, Wilkerson yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

Mayor Ken Hampton presented Authorization to Purchase Tillage Equipment for the Wastewater Plant.

Director of Public Works Randy Dorner stated that currently Public Works has a 12 foot disk made in the 1950s. Dorner advised that with the existing disk there was less than 50 pounds of pressure per disk. Dorner stated the disk they wanted to purchase would have 1,000 pounds of pressure per leg; making four times as much weight on the disk. Dorner stated the new disk would be easier to maneuver and would cut the work time to 1/3. Dorner advised that Public Works had never owned a field cultivator and by having one they could groom the fields outside the city. Dorner stated, by having a field cultivator, it would take less fuel and time to groom weeds. Dorner advised Public Works had looked into researching new machinery but determined it was too expensive. Dorner said the disk at Howards Inc has all new disks and bearings and the field cultivator would have all of the sweeps replaced. Dorner stated that although the disk was in fair condition it would take care of the City's needs for now.

Councilperson Steve Crum asked if the machinery came with any warranty or guarantee. Director of Public Works Randy Dorner stated the used equipment would have none but added it was field ready. Dorner advised they have physically looked at the machinery; the disk is in excellent shape and the field cultivator is in fair condition.

Motion by Bradshaw – Second by Kanaga

I'll make a motion that we permit Public Works to purchase this Bush Hog and field cultivator tillage equipment as requested according to their proposal for \$10,300.

Pierce yea, Wilkerson yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Regular Council Meeting

March 8, 2010

Page 6

Motion declared carried.

Mayor Ken Hampton presented Authorization for Replacement of 690D Backhoe.

Director of Public Works Randy Dorner stated the backhoe Public Works currently owned would be too pricey to repair. Dorner advised that according to the John Deere dealer, only two 690D Backhoes were in service in Kansas, making parts difficult to find. Dorner advised the pump that needed to be replaced blew apart putting metal shavings into the hydraulic system, which meant a complete tear down and rebuild of the machine. Dorner stated the machine running in good condition was worth about \$20,000 and the repairs would be \$35,000. Dorner added that because it would cost more to repair the machine than what it was worth, they decided to replace it. Dorner said they looked at purchasing a new machine briefly but determined it would be too expensive. Dorner advised Public Works had several buckets that would fit on the new machine. Dorner stated they would trade in the existing backhoe for iron price and parts but would keep the bucket. Dorner advised they had looked at several other machines but this particular machine had the features similar to the existing one.

Mayor Ken Hampton sighted a typo in the memorandum, stating if the old machine was traded the purchase price would not exceed \$70,000, not \$80,000. Director of Public Works Randy Dorner advised he is requesting authorization not to exceed \$70,000 because of the trade in, but the total cost of the backhoe is \$80,000.

Councilperson Michael Conrady asked if a warranty would come with the backhoe. Director of Public Works Randy Dorner stated the backhoe would only have a sixty day warranty through the dealer. Conrady asked if the backhoe was at a John Deere dealer in Nebraska. Dorner advised the backhoe is in Nebraska and would be brought down to Howards Inc to have its pressures checked. Dorner stated the City was not obligated to buy it after inspection; the backhoe would be upon the City's acceptance.

Councilperson Steve Crum asked why they were keeping the old bucket. Director of Public Works Randy Dorner stated the bucket would be different than ones the City had.

Motion by Kanaga - Second by Pierce

Mr. Mayor I'll make a motion that we allow Public Works to purchase from John Deere Murphy Tractor a used 2002 model 200C LC backhoe for a price, a final price not to exceed \$70,000.

Pierce yea, Wilkerson yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

Mayor Ken Hampton presented Discussion of Pedestrian Crosswalk on North Main. Mayor Hampton stated this was previously discussed about two years ago. The Mayor advised the crosswalk might take some special approvals before it could be done. Director of Public Works Randy Dorner stated the traffic might not warrant the crosswalk

Regular Council Meeting

March 8, 2010

Page 7

but because of the age of the populace using it, that might warrant it. Dorner advised a small engineering study would have to be done. Mayor Hampton asked Dorner if the ideal location was next to the substation and Dairy Queen. Dorner stated it was, because it was far enough away from an intersection and it was close to the Senior Center on North Main.

Mayor Ken Hampton asked Comptroller Will Black if the price of the crosswalk would impede any of the street projects. Black stated that it would not; the crosswalk price has been in the street projects estimate. The Mayor asked Council for members who were in favor of the crosswalk, and where Council would like it as a priority.

Councilperson Mike Kanaga wanted to know why the City had to do an engineering study every time they wanted to put in traffic improvements. Kanaga asked if it was because the City was trying to get State funding. Director of Governmental Services Carol Neugent stated there are strict warrants that have to be followed when considering traffic improvements to show that they are warranted. Neugent advised that this particular crosswalk would probably not meet State funding because it does not meet the typical warrant standards. Neugent stated the crosswalk would be warranted because of the senior population it would be serving, but there are requirements for traffic improvements.

Councilperson Steve Crum stated he is also frustrated that an engineering study has to be done. Crum advised he would like the crosswalk to be done soon.

Councilperson Rob Wilkerson stated that he also feels the crosswalk should be top priority.

Councilperson Keith Pierce stated he also feels the crosswalk should move forward, and a study should be initiated now. Pierce advised, even if the study shows the crosswalk is not warranted, Council should be able to make the decision.

Director of Governmental Services Carol Neugent stated the City engineers had already taken a look at the crosswalk not too long ago so it should be an easy thing to take care of.

Motion by Crum – Second by Wilkerson

I'll go ahead and make a motion that we go ahead with the study for the crosswalk for the Senior Center.

Pierce yea, Wilkerson yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

Mayor Ken Hampton presented Consideration of Parking Lot Improvements for Remodel.

Regular Council Meeting

March 8, 2010

Page 8

Director of Governmental Services Carol Neugent distributed revised street schedule handouts to Council. Neugent advised they renegotiated some items with the contractor and were able to do a deduction to the Phase 1 and 1A construction. Neugent stated that by staying under the \$1.5 million budget the City would only be able to build a portion of the parking lot. Neugent said staff felt that was not a good solution, so Director of Public Works Randy Dorner prepared a cost sheet showing the cost to build the entire parking lot. Neugent referred to the cost sheet in the Council packet stating it would be \$155,235 for the entire parking lot to have concrete, and it would be \$90,318 for asphalt. Neugent advised the totals on the sheet would be all for asphalt because concrete got too expensive. Neugent stated there was some money left in the \$1.5 million budget but not enough for the entire parking lot. Neugent requested authorization for the remaining money to come out of Capital Improvements to finish the parking lot. Neugent reported there were four options to choose from but the staff preference would be "Lot plus Flowable Fill". Neugent stated Comptroller Will Black had shown on the handout how the amount that would be taken out of Capital Improvements would affect the street schedule.

Public Works Director Randy Dorner advised that the flowable fill is made of one sack of cement per yard where as concrete is made of six sacks of cement per yard. Dorner stated the contractors would build a twelve foot deep hole to put the pillars in for the awning. Dorner advised they would then put flowable fill around the pillars so it would compact and seal the pillars. Dorner explained that the use of flowable fill instead of dirt reduces settling in the sidewalk because after four days it sets up and doesn't shrink. Dorner stated Public Works had been using flowable fill for the last ten years for roads with deep sewers. Dorner stated on the parking lot prices presented to Council he used current pricing and pricing on previous jobs for a good comparison. Dorner explained the lighting would also be the same as in the Historic District.

Councilperson Steve Crum asked Comptroller Will Black if the adjustment in the street schedule would only be a few months difference if Council approved the parking lot improvements. Black advised it would, and it would still be in the same calendar year.

Councilperson Michael Conrady asked if the figures were based off the \$100,000 sales tax. Comptroller Will Black stated it was, with \$50,000 going to Capital Improvements every month. Conrady asked Black if the system was working well now. Black stated this month the City received \$122,000, which if it were to be split in half the City would still be meeting the estimates. Conrady asked if the parking lot was not part of the original \$1.5 million budget. Director of Governmental Services Carol Neugent advised it was but it had become more expensive than the City had hoped.

Director of Public Works Randy Dorner advised of a correction on the proposed cost sheet in the Council packet. Dorner stated the sheet had sod listed when in fact they would be planting grass. Dorner said sod would have been too expensive and the time of year was right to plant grass.

Regular Council Meeting

March 8, 2010

Page 9

Councilperson Steve Crum asked if the parking lot remodel would be following the City's landscaping plan. Director of Public Works Randy Dornier stated it would.

Motion by Crum – Second by Slocum

I'll go ahead and make a motion that we go ahead, so we can finish the parking lot on the new building, with the lot flowable fill for \$142,993 with \$78,593 to be paid from Capital Improvements.

Pierce yea, Wilkerson yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

There was no old business.

Mayor Ken Hampton asked for Department Reports.

City Clerk Beverly Rodgers had nothing to report.

Director of Governmental Services Carol Neugent had nothing to report.

Police Chief Mike McElroy had nothing to report.

The Public Works Activity Report for February was presented. Director of Public Works Randy Dornier stated earlier in the day he had received a call from Westar Energy regarding a tree trimming project they would be starting as early as the following week. Dornier explained Westar would be contracting Asplundh out to do the trimming. Dornier distributed maps and handouts to Council from Westar explaining the map indicated where they would be trimming trees. Dornier advised the handouts would be given to each resident who would be getting their trees trimmed. Dornier stated if any residents were to have questions or concerns they could call and speak to an Arborist at 316-216-6581. Dornier advised the last trimming project Westar did was about five years ago. Dornier stated Westar would be starting the project because they received several complaints about trees causing power outages.

Councilperson Steve Crum asked Director of Public Works Randy Dornier if Westar had the right to trim anyone's trees. Dornier stated if the trees were in conflict with their line then Westar had the right according to a certain statute. Dornier stated the representative from Westar would be giving him a copy of the statute but he did not have it then. Crum asked if a citizen had a concern could they speak to the Utilities Commission or someone else besides Westar. Dornier advised he would get the statute to distribute to Council. Crum stated he felt that when they trim trees it doesn't look good and they don't know what they're doing. Crum asked if a citizen had a legal right to tell them not to trim their trees. City Attorney Alison McKenny-Brown advised they did not, unless they went beyond their scope of authority; state law gives utility companies the right to protect their lines. Brown stated when the greater good is considered, power wins over trees.

Regular Council Meeting

March 8, 2010

Page 10

Councilperson Keith Pierce asked Director of Public Works Randy Dorner what the fit test for the safety apparatus was on the Public Works Activity Report for February. Dorner stated they were masks to protect them if they entered a manhole. Pierce asked if the equipment was good and everything was okay on the test. Dorner advised it was.

The Recreation Activity Report for February was presented. Recreation Director Georgie Carter advised there would be no school on Friday, March 12, and the Haysville Activity Center would be holding an SOS Day. Carter stated the following week schools would be closed too and Spring Break Camp would be held. Carter advised pre registration was required for both events. Carter said on Sunday, March 28, the annual Easter Egg Hunt would be held in the Historic District at 3:00 p.m. which is free for children ten years old and younger.

There were no Appointments.

There were no Off Agenda Citizens To Be Heard.

Under Executive Session Mayor Ken Hampton asked for a motion to enter into an Executive Session for Attorney Client Privilege/Land Acquisition (Not to Exceed 30 Minutes).

Motion by Bradshaw – Second by Crum

Mr. Mayor I'd make a motion that we go into Executive Session for a time not to exceed 30 minutes for Client Privilege/Land Acquisition; persons to be included Council, Mayor, Attorney, Governmental Services, Public Works, and our Engineer.

Pierce yea, Wilkerson yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

Council went into an Executive Session at 7:59 p.m. and reconvened the meeting at 8:29 p.m. Mayor Ken Hampton stated there would be no binding action to vote on.

Mayor Ken Hampton presented Bills to be Paid for the First Half of March.

Motion by Kanaga – Second by Ewert

Mr. Mayor I move that we pay bills for the first half of March.

Pierce yea, Wilkerson yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

Mayor Ken Hampton presented the Council Items and asked for comments or new Council concerns. The Mayor stated he saw Councilperson Pat Ewert had a concern earlier in the week concerning a pot hole at East Grand and Baughman. The Mayor asked if the problem had been taken care of; Ewert advised it had.

Regular Council Meeting

March 8, 2010

Page 11

Councilperson Keith Pierce asked if Council would need to make a motion to specify charges and insurance for renting Home Town Market. Mayor Ken Hampton advised staff would look into it and bring it back to the next Council Meeting.

Councilperson Steve Crum asked Chief of Police Mike McElroy if officers would watch for a truck blocking an intersection at Alice and Baughman. McElroy advised they would. Crum advised he had seen on the news that the State was releasing \$3 million in stimulus money for energy efficient public buildings. Crum asked if the City would qualify for this with the remodel. Director of Governmental Services Carol Neugent stated the buildings would not be energy efficient certified, and the community does not qualify as a low income area. Neugent stated they would look again.

Councilperson Derrick Slocum suggested the City should pick up the Red Boxes and bring them to City Hall. Slocum stated when the company came to pick up items from the boxes we could hand them their letter. City Attorney Alison McKenny-Brown stated the City had been looking into charging the company with a nuisance violation. Brown stated if the company did not respond to the nuisance violation then the City would have the right to modify or rectify the situation. Brown stated they would still be looking into a wide variety of responses to the problem.

Mayor Ken Hampton presented for approval Adjournment.

Motion by Pierce – Second by Ewert

Mr. Mayor and Council I make the motion that adjourn tonight's meeting.

Pierce yea, Wilkerson yea, Crum yea, Bradshaw yea, Kanaga yea, Ewert yea, Slocum yea, Conrady yea.

Motion declared carried.

Meeting Adjourned at 8:35 p.m.

Beverly Rodgers, City Clerk

(First published in The Haysville Sun-Times on _____, 2010.)

ORDINANCE NO: _____

AN ORDINANCE CONCERNING THE AMENDMENT OF SECTIONS 11-1402, 11-1405 AND 11-1406 OF THE CITY CODE OF HAYSVILLE, KANSAS, IN CONNECTION WITH ENFORCEMENT OF THE PROVISIONS OF THE WEED CODE, ALL WITHIN THE CITY OF HAYSVILLE, SEDGWICK COUNTY, KANSAS.

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

SECTION 1: Amending Section 11-1402 of the Haysville Code.

11-1402. WEEDS DEFINED; PROHIBITED FROM CAUSING BLIGHT OR ADVERSE IMPACT. For the purposes of and to affect this article, Weeds means any of the following:

- (a) Brush and woody vines, rank grass, uncultivated plants, and unmaintained vegetation shall be classified as weeds;
- (b) Weeds and grasses which may attain such growth as to become a fire menace to adjacent property;
- (c) Weeds which bear or may bear seeds of a downy or wingy nature;
- (d) Weeds and grasses which are located in an area which harbors rats, insects, animals, reptiles, or any other creature which may or does constitute a menace to health, public safety or welfare;
- (e) Weeds and indigenous grasses which, because of their height, have a blighting influence on neighboring property or properties. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed twelve inches in height.
- (f) Weeds as defined above growing on lots 1) upon which no dwelling is located or associated and 2) which are not actively being cultivated for agricultural purposes, as defined in K.S.A. 2-3201 et seq., shall be presumed to be blighting if they exceed eighteen inches in height; areas of easement located between sidewalks and roadways shall not exceed twelve (12) inches in height.
- (g) The owner, or lessee, of any large lot which is mowed to preserve grasses and weeds for animal feed purposes (prairie hay) shall notify the City of such intentions, and provide the office of the City Clerk a mowing schedule for such lot. Failure to cut grasses and weeds upon such lot in conformance with the mowing schedule as provided can result in a substantial adverse effect on the public health and safety as set forth in (b) or (d) above, and shall result in a notice to remove as described in 11-1405.

SECTION 2: Amending Section 11-1405 of the Haysville Code.

Section 11-1405 of the Code of Haysville, Kansas is amended to read as follows:

11-1405. ENFORCING OFFICER; DUTIES; NOTICE TO REMOVE. The enforcing officer shall provide, once per calendar year, written notice to the owner, occupant or agent in charge of any premises in the city upon which weeds exist in violation of this article. Such notice shall be served upon such owner, occupant or agent in charge by certified mail, return receipt requested, or by personal service. If the property is unoccupied and the owner is a nonresident, such notice shall be sent by certified mail, return receipt requested, to the last known address of the owner, and such notice shall be published once in the official city newspaper. Every such notice shall include the following information:

- (a) Specific notice that the owner, occupant or agent in charge of the property is in violation of this article.
- (b) An order directing the owner, occupant, or agent in charge of the property to cut the weeds within five days of the receipt of this notice;
- (c) Notice that the owner, occupant, or agent in charge of the property may appeal the notice by requesting, within five (5) days of receipt of the notice, in a written notice of appeal directed to the governing body and sent to the city clerk, a hearing before the governing body or its designated representative;
- (d) Notice that if the owner, occupant, or agent in charge of the property fails to cut the weeds within five days of receipt of notice, the city may proceed to cut such weeds and assess the cost of the cutting, including any reasonable administrative fee, against the owner, occupant or agent in charge of the property;
- (e) Notice that the owner, occupant, or agent in charge of the property shall be provided an opportunity to pay the assessment and, if the assessment is not paid, the city shall cause an amount equal to such assessment to be assessed against the property as a special assessment as provided by this article.
- (f) Notice that no further notice shall be given prior to removal of weeds during the current calendar year; and,
- (g) Notice that the enforcing officer should be contacted if there are any questions regarding the order.

Notwithstanding any other provision of this article or of law, any and all notices required by this article which may be served upon tenants shall also be served upon the owner.

Should there occur a change in the record owner of title to property subsequent to the giving of notice pursuant to this section, the city may not recover any costs or levy an assessment for costs of cutting or destroying weeds on such property unless the new record owner of title to such property is provided notice as required by this article.

SECTION 3: Amending Section 11-1406 of the Haysville Code.

Section 11-1406 of the Code of Haysville, Kansas is amended to read as follows:

11-1406. ABATEMENT; ASSESSMENT OF COSTS. (a) If within five (5) days after receipt of the notice required by section 11-1405 the owner, occupant or agent in charge of the premises neglects or fails to comply with the directives contained in the notice provided for in section 11-1405, and such owner, occupant, or agent in charge fails to timely file a notice of appeal as provided in section 11-1405(c), the enforcing officer shall cause to be cut, destroyed and/or removed all such weeds and shall abate the nuisance created thereby at any time during the current calendar year. The City and/or any authorized contractor shall not be responsible for damage to property due to reasonable methods of gaining entrance onto the property.

If the property owner is a nonresident, abatement shall take place either five days following the date of receipt provided on the return receipt of mailing, or ten days following the date of publication in the City's newspaper, whichever date is first.

(b) The costs incurred by the city for any action undertaken by the enforcing officer pursuant to or incidental to sections 11-1405 and 11-1406 of this article shall be reported in detail and in writing by said officer to the city clerk. The city clerk shall keep an account of such costs, as well as any and all costs of notices, service and/or mailing of notices and publication of notices, required by this article. The city clerk shall immediately cause the reporting and accounting required by this section to be entered in the appropriate city record and shall report the same to the governing body.

(c) The city clerk shall, within ten (10) days of receipt of the enforcing officer's report of costs, give notice by restricted mail to the owner, occupant or agent in charge of the property of the costs required to be reported by subsection (b) of this section and such notice shall include a statement requiring payment of the costs to the city within thirty (30) days following receipt of such notice. Should the owner, occupant or agent in charge of the property refuse to take delivery of the notice and return is made to the city indicating such refusal, the city clerk shall send to the owner, occupant or agent in charge of the property, by first class mail, the notice previously sent and receipt by the owner, occupant or agent in charge of the property shall be deemed to have occurred upon such mailing. The city clerk shall make and maintain records detailing the method and time of sending and receipt of such notice.

(d) Should the costs remain unpaid after thirty (30) days of receipt of the notice provided for in this article, the city clerk shall, at the time required by law for certification of other city taxes, certify the unpaid portion of said costs to the Sedgwick County Clerk for extension of the same on the county tax rolls against the property upon which the weeds were located.

(e) In addition to levying a special assessment against the property upon which the weeds were located as provided for in this section, the city may also elect to collect the unpaid portion of the costs provided for in herein in the

manner provided by K.S.A. 12-1,115 and amendments thereto, and may pursue such remedy without limiting its ability to levy special assessment, but only until such time as the full costs and any applicable interest has been paid in full.

SECTION 3: Effective Date.

This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.

Passed by the City Council this _____ day of _____, 2010.

Approved by the Mayor this _____ day of _____, 2010.

MAYOR KEN HAMPTON

ATTEST:

CITY CLERK, Beverly Rodgers

SEAL

ORDINANCE NO: _____

AN ORDINANCE CONCERNING ADDING SECTION 12-119 AND AMENDING SECTION 12-107 AND 17-356 OF THE CITY CODE OF HAYSVILLE, KANSAS, IN CONNECTION WITH ENFORCEMENT OF THE PROVISIONS OF THE PUBLIC PROPERTY CODE, ALL WITHIN THE CITY OF HAYSVILLE, SEDGWICK COUNTY, KANSAS.

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

SECTION 1: Amending Section 12-107 of the Haysville Code.

Section 12-107 of the Code of Haysville, Kansas is amended to read as follows:

12-107. PERMITS.

(a) Permits will be required to reserve any Park Shelter House, Senior Center, Dewey Gunzelman Memorial Pool, Haysville Activity Center, Plagens-Carpenter Park, Band Shell, Historic District Gazebo, Home Town Market or the Haysville Community Building and the fees are as established by sections 17-374, 17-359, 17-342, 17-315 and 17-356. Requests for reservations shall be made in the city clerk's office, and all reservations are subject to availability.

(b) Three (3) copies of the permit will be issued:

- 1) One to the user of the shelter house, band shell, market area or community building;
- 2) One to the police department; and
- 3) One will be filed at the city building.

(c) To reserve a park site for the use of inflatable playground equipment. This permit requires:

- 1) Proof of liability insurance naming City as additional insured in the amount of \$1 million dollars;
- 2) Proof of business license from the business' originating City;
- 3) All contact and reservation information required by City Clerk.

(d) To reserve the Band Shell for the purpose of providing outdoor musical, artistic, or dance entertainment requires compliance with 12-119 of this Code, and shall conform to Chapter 5, Article 4 when appropriate. The Chief of Police shall approve/disapprove any proposed use of the Park Band Shell for public entertainment purposes at least 48 hours prior to any such proposed event. All public entertainment held at the Park Band Shell shall conclude at 10:00 p.m. unless prior approval of a later concluding time is approved by the City Council. All costs associated with maintaining the entertainment after 10:00 p.m. shall be determined by the City Clerk and

Chief of Police, and shall be paid by the permittee prior to the day of such planned entertainment event. No band shall perform past 10:00 p.m. without specific approval of the governing body.

(e) Other than as set forth in (c) above, any event held at any structure or place as described in subsection (a) above, when such event is intended to serve as a public entertainment event, or as a venue for individuals to buy/sell products/services shall require that the permittee provide proof of \$500,000 insurance coverage naming the City as co-insured. This provision may be waived by action of the City Council as deemed appropriate to the nature of the event.

SECTION 2: Adding Section 12-119 of the Haysville Code.

12-119. SPECIAL SUPERVISION FEE. In addition to the regular permit fees required herein, the permittee shall pay an additional sum to help defray the cost of park security associated with crowd control. A minimum of two (2) Haysville Police Officers will be required for all outdoor dance or entertainment events located within the City of Haysville Park system. The cost of park security shall be set forth in 17-356. The chief of police shall designate personnel to provide park security under the provision hereof.

SECTION 3: Amending Section 17-356 of the Haysville Code.

17-356. PARK SHELTERS. The fees for use of city park shelters shall be as provided in this section.

(a) For use of the Riggs, Timberlane, Police, Kirby, Orchard Acres, Pear Tree and/or Plagens-Carpenter Park shelters with electricity, twenty dollars (\$20.00).

(b) For use of the Riggs, Timberlane, Police, Kirby, Orchard Acres, Pear Tree, Plagens-Carpenter, Brady Shelter and/or Whisler shelters without electricity, ten dollars (\$10.00).

(c) For use of the Lions Club Shelter, the sum of thirty-five dollars (\$35.00).

(d) For use of the Gazebo, ten dollars (\$10.00).

(e) For use of the Band Shell with electricity, twenty dollars (\$20.00).

(f) For use of the Band Shell without electricity, ten dollars (\$10.00).

(g) The fee charged for a lost key shall be ten dollars (\$10.00).

(h) For use of Historical District Gazebo or Home Town Market, twenty-five dollars (\$25.00).

(i) Park Security Costs. All park security shall be supplied by Haysville Police Officers. The amount of security necessary for any event shall be at the discretion of the Chief of Police. Two officers shall be the minimum number assigned to serve as security. First two officers shall be \$60.00/hour. Any additional officers shall be \$30.00/hour per officer. All park security fees shall be paid to the City prior to the event.

SECTION 4: Effective Date.

This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.

Passed by the City Council this ____ day of _____, 2010.

Approved by the Mayor this ____ day of _____, 2010.

MAYOR KEN HAMPTON

ATTEST:

CITY CLERK, Beverly Rodgers

SEAL

Gilmore & Bell, P.C.
03/09/2010

ORDINANCE NO. _____

OF

THE CITY OF HAYSVILLE, KANSAS

PASSED

MARCH 22, 2010

\$4,055,000
GENERAL OBLIGATION BONDS
SERIES 2010

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$4,055,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2010, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to K.S.A. 12-631r *et seq.*, K.S.A. 12-6a01 *et seq.* and K.S.A. 12-1736 *et seq.*, as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the City has authorized the following improvements (the "Improvements") to be made in the City, to-wit:

Description	Ord/ Res. No.	Authority (K.S.A.)	Amount
River Forest 2 nd Addition – Water Line Improvements (Phase 1)	08-04	12-6a01 <i>et seq.</i>	\$ 106,170.03
River Forest 2 nd Addition – Sanitary Sewer Improvements (Phase 1)	08-06	12-6a01 <i>et seq.</i>	150,696.53
River Forest 2 nd Addition – Paving & Drainage Improvements (Phase 1)	08-08	12-6a01 <i>et seq.</i>	448,785.42
River Forest 2 nd Addition – Storm Water Drain Improvements	08-14	12-6a01 <i>et seq.</i>	701,132.07
County Lakes Addition – Sanitary Sewer Relocation (Phase 2)	03-29	12-6a01 <i>et seq.</i>	128,716.14
Mimosa Street – Paving & Drainage	08-11	12-6a01 <i>et seq.</i>	144,419.54
Municipal Parking Lot – Paving & Drainage	09-01	12-6a01 <i>et seq.</i>	347,084.72
Stormwater Drainage Improvements	936	12-631r(a) <i>et seq.</i>	530,335.85
Public Building Improvements	09-10	12-1736 <i>et seq.</i>	<u>1,500,000.00</u>
Total			<u>\$4,057,340.30</u>

; and

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the governing body of the City now finds and determines that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the Bonds) and related expenses are at least \$4,057,340.30, with \$1,998,120.54 of said cost to be paid by the owners of the property within the City benefited by the Improvements and with \$2,059,219.76 of said cost to be paid by the City at

large, and that the owners of the property benefited by the Improvements have paid \$2,340.30 in cash into the City Treasury on account of the Improvements, leaving \$4,055,000 to be paid for by the issuance of general obligation bonds; and

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

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$4,055,000 of its general obligation bonds to pay a portion of the costs of the Improvements; and

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

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

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

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.* and K.S.A. 12-631r *et seq.*, K.S.A. 12-6a01 *et seq.* and K.S.A. 12-1736 *et seq.*, all as amended and supplemented from time to time.

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

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

"Bonds" means the City's General Obligation Bonds, Series 2010, in the aggregate principal amount of \$4,055,000, and dated April 15, 2010, authorized by this Ordinance.

"City" means the City of Haysville, Kansas.

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

"Improvements" means the improvements referred to in the preamble to this Ordinance and any Substitute Improvements.

"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.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"Refunded Notes" means collectively: (a) the Series A, 2008 Notes in the aggregate principal amount of \$1,500,000; (b) the Series A, Notes Bonds in the aggregate principal amount of \$462,000; (c) the Series B, Notes in the aggregate principal amount of \$380,000; and (d) the Series C, 2009 Notes in the aggregate principal amount of \$380,000 78,500.

"Series A, 2008 Notes" means the Issuer's General Obligation Temporary Notes, Series A, 2008, dated September 15, 2008.

"Series A, 2009 Notes" means the Issuer's General Obligation Temporary Notes, Series A, 2009, dated January 1, 2009.

"Series B, 2009 Notes" means the Issuer's General Obligation Temporary Notes, Series B, 2009, dated April 15, 2009.

"Series C, 2009 Notes" means the Issuer's General Obligation Temporary Notes, Series C, 2009, dated July 15, 2009.

"State" means the State of Kansas.

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

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2010, of the City in the principal amount of \$4,055,000, for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay Costs of Issuance of the Bonds; and (c) refund the Refunded Notes.

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

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

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

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of

the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on March 22, 2010 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on March 22, 2010; that the record of the final vote on its passage is found on page ____ of journal ____; and that it was published in *The Haysville Times* on March 26, 2010.

DATED: March 26, 2010.

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 10-__

OF

THE CITY OF HAYSVILLE, KANSAS

ADOPTED

MARCH 22, 2010

\$4,055,000
GENERAL OBLIGATION BONDS
SERIES 2010

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. 1

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. 9
Section 202. Description of the Bonds. 9
Section 203. Designation of Paying Agent and Bond Registrar. 10
Section 204. Method and Place of Payment of the Bonds. 10
Section 205. Payments Due on Saturdays, Sundays and Holidays. 11
Section 206. Registration, Transfer and Exchange of Bonds. 11
Section 207. Execution, Registration, Authentication and Delivery of Bonds. 12
Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. 12
Section 209. Cancellation and Destruction of Bonds Upon Payment. 13
Section 210. Book-Entry Bonds; Securities Depository. 13
Section 211. Nonpresentment of Bonds. 14
Section 212. Preliminary and Final Official Statement. 14
Section 213. Sale of the Bonds. 15

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer. 15
Section 302. Selection of Bonds to be Redeemed. 16
Section 303. Notice and Effect of Call for Redemption. 17

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. 18
Section 402. Levy and Collection of Annual Tax. 19

ARTICLE V

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

Section 501. Creation of Funds and Accounts. 19
Section 502. Deposit of Bond Proceeds and Other Moneys. 19
Section 503. Application of Moneys in the Improvement Fund. 20

Section 504.	Substitution of Improvements; Reallocation of Proceeds	20
Section 505.	Application of Moneys in the Redemption Fund.....	20
Section 506.	Application of Moneys in Debt Service Account.....	21
Section 507.	Deposits and Investment of Moneys.....	21
Section 508.	Application of Moneys in the Costs of Issuance Account.....	21

ARTICLE VI

DEFAULT AND REMEDIES

Section 601.	Remedies	22
Section 602.	Limitation on Rights of Owners.....	22
Section 603.	Remedies Cumulative.....	22

ARTICLE VII

DEFEASANCE

Section 701.	Defeasance.....	23
---------------------	-----------------	----

ARTICLE VIII

TAX COVENANTS

Section 801.	General Covenants.....	23
Section 802.	Survival of Covenants.....	23

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901.	Disclosure Requirements.....	24
Section 902.	Failure to Comply with Continuing Disclosure Requirements.....	24

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001.	Annual Audit.....	24
Section 1002.	Amendments.....	24
Section 1003.	Notices, Consents and Other Instruments by Owners.....	25
Section 1004.	Notices.....	26
Section 1005.	Electronic Transactions.....	26
Section 1006.	Further Authority.....	26
Section 1007.	Severability.....	26
Section 1008.	Governing Law.....	26
Section 1009.	Effective Date.....	27

EXHIBIT A -FORM OF BONDS	A-1
---------------------------------------	------------

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 10-__

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF \$4,055,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2010, OF THE CITY OF HAYSVILLE, 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 adopted the Ordinance authorizing the issuance of the Bonds; and

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

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

ARTICLE I

DEFINITIONS

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

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.* and K.S.A. 12-631r *et seq.*, K.S.A. 12-6a01 *et seq.* and K.S.A. 12-1736 *et seq.*, as amended and supplemented from time to time.

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

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

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

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

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

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

"Bond Registrar" means the State Treasurer, and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" means the General Obligation Bonds, Series 2010, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

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

"City" means the City of Haysville, 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.

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

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

"Costs of Issuance Account" means the Costs of Issuance Account for General Obligation Bonds, Series 2010 created pursuant to **Section 501** hereof.

"Dated Date" means April 15, 2010.

"Debt Service Account" means the Debt Service Account for General Obligation Bonds, Series 2010 (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

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

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

"Defeasance Obligations" means any of the following obligations:

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

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

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

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

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

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

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

(6) the obligations are rated in the highest rating category by Moody's (presently "Aaa") or Standard & Poor's (presently "AAA").

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

"Disclosure Instructions" means the Continuing Disclosure Instructions dated as of the Issue Date, attached to the Issuer's Closing Certificate, relating to certain obligations contained in the SEC Rule.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise; 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 default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Instructions) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

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

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

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

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

"Improvement Fund" means the Improvement Fund for General Obligation Bonds, Series 2010 created pursuant to *Section 501* hereof.

"Improvements" means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

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

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be April 1 and October 1 of each year, commencing April 1, 2011.

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

"Issuer" means the City and any successors or assigns.

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

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

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

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

City Hall
200 W. Grand, P.O. Box 404
Haysville, Kansas 67060-0404
Fax: (316) 529-5925

(b) To the Paying Agent at:

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

(c) To the Purchaser:

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

(d) To the Rating Agency(ies):

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

Standard & Poor's, a division of
The McGraw-Hill Companies
55 Water Street, 38th Floor
New York, New York 10004

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

"Notice Representative" means:

(a) With respect to the Issuer, the Clerk.

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

"Official Statement" means Issuer's Official Statement, dated March 22, 2010, relating to the Bonds.

"Ordinance" means Ordinance No. _____ of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

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

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

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

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

"Paying Agent" means the State Treasurer, and any successors and assigns.

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

and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

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

"Purchase Price" means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of \$_____].

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

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

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

"Redemption Date" 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 Refunded Notes created pursuant to *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 this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

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

"Refunded Notes Redemption Date" means April 21, 2010.

"Refunded Notes Resolution" means each resolution which authorized the Refunded Notes.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 210* hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Refunded Notes" means collectively: (a) the Series A, 2008 Notes in the aggregate principal amount of \$1,500,000; (b) the Series A, Notes Bonds in the aggregate principal amount of \$462,000; (c) the Series B, Notes in the aggregate principal amount of \$380,000; and (d) the Series C, 2009 Notes in the aggregate principal amount of \$380,000 78,500.

"Series A, 2008 Notes" means the Issuer's General Obligation Temporary Notes, Series A, 2008, dated September 15, 2008.

"Series A, 2009 Notes" means the Issuer's General Obligation Temporary Notes, Series A, 2009, dated January 1, 2009.

"Series B, 2009 Notes" means the Issuer's General Obligation Temporary Notes, Series B, 2009, dated April 15, 2009.

"Series C, 2009 Notes" means the Issuer's General Obligation Temporary Notes, Series C, 2009, dated July 15, 2009.

"Special Record Date" means the date fixed by the Paying Agent pursuant to *Section 204* hereof for the payment of Defaulted Interest.

"Standard & Poor's" means Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

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

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

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in *Section 504(a)* hereof.

["Term Bonds" means the Bonds scheduled to mature in the year 2030.]

[" ____ Term Bonds" means the Bonds scheduled to mature in the year ____.]

["2030 Term Bonds" means the Bonds scheduled to mature in the year 2030.]

["Term Bonds" means jointly the ____ Term Bonds and the 2030 Term 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.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$4,055,000, for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay Costs of Issuance; and (c) refund the Refunded Notes.

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

[SERIAL BONDS]

<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2011	\$190,000	_____ %	2021	\$115,000	_____ %
2012	270,000		2022	125,000	
2013	275,000		2023	125,000	
2014	285,000		2024	130,000	
2015	290,000		2025	140,000	
2016	305,000		2026	85,000	
2017	315,000		2027	90,000	
2018	325,000		2028	95,000	
2019	340,000		2029	100,000	
2020	350,000		2030	105,000	

[TERM BONDS]

<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2030	\$_____	_____ %]

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

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General

pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

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

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

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

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

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

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

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

notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

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

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

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

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

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

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated February 22, 2010, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements

of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

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

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds or portions thereof maturing in the years 2020 and thereafter, may be called for redemption and payment prior to their Stated Maturity on October 1, 2019, and thereafter as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

<u>Principal Amount</u>	<u>Year</u>
-----------------------------	-------------

*

*Final Maturity

[(b) 2030 *Term Bonds.*] The 2030 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such 2030 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
-----------------------------	-------------

2030*

*Final Maturity

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

Section 302. Selection of Bonds to be Redeemed.

(a) 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. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the Issuer in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by the escrow agent on behalf of the Issuer not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. [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.]

(b) 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.

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

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

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

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

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

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

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the

Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

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

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

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

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

ARTICLE V

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

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

- (a) Improvement Fund for General Obligation Bonds, Series 2010;
- (b) Redemption Fund for Refunded Notes;
- (c) Debt Service Account for General Obligation Bonds, Series 2010; and
- (d) Costs of Issuance Account for General Obligation Bonds, Series 2010.

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

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

- (a) All accrued interest and premium, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) The sum of \$_____ shall be deposited in the Costs of Issuance Account.
- (c) The sum of \$_____ derived from the sale of the Bonds shall be deposited in the Improvement Fund.

(d) The remaining balance of the proceeds derived from the sale of the Bonds, together with funds provided by the Issuer, shall be deposited into the Redemption Fund and paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes.

(e) In addition to proceeds of the Bonds, the Issuer will use available moneys representing special assessments paid in cash for the Improvements in the amount of \$2,340.30 to pay a portion of the costs of retiring the Refunded Notes.

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

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Consulting Engineer stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Issuer's Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution.

Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

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

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

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

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

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

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

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

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

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

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Section 302(a)* of this Bond Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants.

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

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

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Mayor and Clerk are hereby authorized and directed to execute the Disclosure Instructions in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. 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 Instructions, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

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

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the covenants regarding continuing disclosure contained in *Section 901* hereof and the Continuing Disclosure Instructions. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

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

- (a) extend the maturity of any payment of principal or interest due upon any Bond;

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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

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

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the Issuer on March 22, 2010.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the governing body on March 22, 2010 as the same appears of record in my office.

DATED: March 22, 2010.

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT A
(FORM OF BONDS)**

**REGISTERED
NUMBER** __

**REGISTERED
\$**

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

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF HAYSVILLE
GENERAL OBLIGATION BOND
SERIES 2010**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date:** April 15, 2010

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Haysville, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing April 1, 2011 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the

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

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

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

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

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

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

CITY OF HAYSVILLE, KANSAS

(Facsimile Seal)

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2010, of the City of Haysville, 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 1120-087-041510-____

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Bonds, Series 2010," aggregating the principal amount of \$4,055,000 (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (jointly the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-631r *et seq.*, K.S.A. 12-6a01 *et seq.* and K.S.A. 12-1736 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Bond Resolution) and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, the balance being payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity, as follows:

Optional Redemption. At the option of the Issuer, Bonds maturing in the years 2020 and thereafter, may be called for redemption and payment prior to maturity on October 1, 2019, or thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption

Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the date of redemption.

[Mandatory Redemption. [(a)]Each of the Bonds maturing on October 1, ____ shall also be subject to mandatory redemption and payment prior to maturity on October 1, ____, and on any October 1 thereafter, pursuant to the redemption schedule set forth in the Bond Resolution at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.]

[(b)] Each of the Bonds maturing on October 1, 2030 shall also be subject to mandatory redemption and payment prior to maturity on October 1, ____, and on any October 1 thereafter, pursuant to the redemption schedule set forth in the Bond Resolution at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.]

Redemption Denominations. Whenever the Bond Registrar is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than a minimum Authorized Denomination, if less than all of the Bonds then Outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Bond as though it were a separate Bond in the denomination of a minimum Authorized Denomination.

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

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

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

LEGAL OPINION

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

GILMORE & BELL, P.C.

Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

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

Dated _____

Name

Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

(First Published in _____, Haysville, Kansas,
this _____ day of, 2010)

RESOLUTION NO. _____

A RESOLUTION SETTING FORTH CERTAIN FINDINGS OF FACT AND DECLARING THAT NUISANCE CONDITIONS EXIST ON PROPERTY KNOWN AS 6534 S. Mabel, AND PROVIDING FOR ABATEMENT AND ASSESSMENT OF ALL COSTS RELATED THERETO.

WHEREAS, It is unlawful for any person to maintain, cause or permit any nuisance within the city limits he City of Haysville, Kansas pursuant to Chapter 7, Article 4 of the Code of the City of Haysville, and K.S.A. 12-1617(e), and the Governing Body is lawfully empowered to abate any such nuisance conditions;

WHEREAS, Conditions constituting a nuisance or nuisances have existed and do exist on property (hereinafter “the Property”) located within the corporate limits of the City of Haysville, commonly known as 6534 S. Mabel, and legally described as follows:

Lot 6, Block 2, Fox-Pence Addition, Haysville, Sedgwick County, KS 67060.

WHEREAS, the Owner(s) of the Property is Kim E. Rushins.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYSVILLE, SEDGWICK COUNTY, KANSAS:

SECTION 1. On November 19, 2009, the Code Enforcement Officer inspected the Property and observed trash, junk, furniture and other miscellaneous items in the back yard. The Code Enforcement Officer deemed the Property to constitute a nuisance and blight to the neighborhood and community as a whole in violation of Chapter VII, Article 4, Section 7-401.

SECTION 2. All notification requirements of Chapter VII, Article 4, Section 7-406 and 407 have been met. Pursuant to Chapter VII, Article 4, Section 7-407 and 410, and as particularly described on the notice of violation, the owners had ten (10) days from the date of the notice, to remove and abate the nuisance from the property or premises, or to request a hearing before the Governing Body. No request for hearing was filed. Reinspections of the Property on November 30, 2009, December 10, 2009 and on December 30, 2009, showed the property had not been brought into compliance.

SECTION 3. Upon the evidence set forth, the Governing Body finds that conditions described constitute a nuisance and hereby authorize the Code Enforcement Officer to cause, within ten (10) days of the passage of this Resolution, the abatement of all nuisances on the Property by contracting with an agency/contractor for that purpose, and to cause a copy of this Resolution to be served upon Kim E. Rushins as prescribed by 7-409 of the Haysville Code. All costs of such abatement shall be assessed against the Property pursuant to, and in the manner prescribed by K.S.A. 12-1,115; K.S.A. 12-49-3901; K.S.A. 79-2940, or pursuant to the provisions of Chapter VII, Article 4, Section 7-409 and 7-413.

SECTION 4. This Resolution shall take effect and be in full force and effect after its passage by the Governing Body.

ADOPTED AND PASSED by the Governing Body of the City of Haysville, Kansas, this 22nd Day of March, 2010.

Ken Hampton, Mayor

ATTEST:

Beverly Rodgers, City Clerk

Court Department Activity Report

FEBRUARY 2010

NUMBER OF CASES FILED DURING MONTH

RECKLESS DRIVING	<u>3</u>
DUI	<u>5</u>
FLEE OFFICER	<u>3</u>
OTHER TRAFFIC VIOLATIONS	<u>43</u>
CRIMES AGAINST PERSONS	<u>9</u>
CRIMES AGAINST PROPERTY	<u>3</u>
CIGARETT/TOBACCO VIOLATION	<u>2</u>
OTHER CRIMES	<u>17</u>
 TOTAL FILINGS THIS MONTH	 <u>85</u>

NUMBER OF CASES DISPOSED OF DURING MONTH

	DUI	ALL OTHER CASE
GUILTY PLEAS	<u>3</u>	<u>53</u>
BOND FORFEITURES	<u>0</u>	<u>0</u>
TRIALS (PLEA NOT GUILTY)	<u>0</u>	<u>3</u>
DIVERSION AGREEMENTS	<u>4</u>	<u>10</u>
NOTICES OF APPEAL TO THE DISTRICT COURT	<u>0</u>	<u>0</u>
 CASES FOR THE MONTH	 <u>7</u>	 <u>66</u>

PHONE (CALLS 350

IN JAIL ON WARRANTS OTHER THAN HAYSVILLE	
JAIL VIDEO	<u>10</u>
ADDITIONAL TO JAIL FROM OUR COURT	<u>2</u>

TOTAL CASES PROCESS THROUGH COURT FOR THE MONTH 158

Court Department Activity Report

IS



CITY OF HAYSVILLE, KANSAS

RECREATION DEPARTMENT - 7106 S BROADWAY/ P.O. BOX 404
HAYSVILLE, KANSAS 67060 – (316) 529-5922 (316) 529-5923 – FAX

TO: The Honorable Ken Hampton
City Council Members

FROM: Georgie Carter, Recreation Director

SUBJECT: Tae Kwon Do Provider Agreement

DATE: March 9, 2010

Attached is the proposed contract agreement between the City of Haysville and BLACK EAGLE MARTIAL ARTS to instruct Tae Kwon Do classes at the Activity Center.

Kim's Academy has been teaching classes at the Activity Center since it opened; this agreement reflects part of the owners breaking off into their own company with the change in their business name. Council has also reviewed and approved this agreement. This is before you for your consideration.

SERVICE PROVIDER AGREEMENT

This Agreement is entered into as of this 5 day of March, 2010, by and between the CITY OF HAYSVILLE, KANSAS ("City"), a municipal corporation, and BLACK EAGLE MARTIAL ARTS OF DERBY, KANSAS ("Contractor"), both parties acting through duly authorized officers.

WITNESSETH:

WHEREAS, City has need for the service of Tae Kwon Do instruction at the Haysville Activity Center; and

WHEREAS, Contractor is able to provide Tae Kwon Do instructor service;

NOW, THEREFORE, in consideration of the mutual and additional consideration, promises, performance, covenants, and agreements set forth herein, City and Contractor agree as follows:

1. SERVICE(S). Contractor shall provide general Tae Kwon Do instructor services for the Haysville Recreation Department at the Haysville Activity Center. Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by City, the purpose, goals and objectives necessary to accomplish this Agreement as specified herein, associated with providing Tae Kwon Do instruction. With respect to the aspects of the delivery of the services contemplated by this Agreement, Contractor shall be authorized to control and direct the class style and content, but both parties understand that the general class style and content must conform to generally accepted standards for the provision of this service to participants with limited background and training in Tae Kwan Do. All classes shall be subject to the City's general right of inspection and supervision, and City shall monitor that the service is being provided as scheduled and review all complaints and concerns made by participants of such service.

2. STATUS OF CONTRACTOR. City and Contractor agree that Contractor renders professional service(s) under this agreement as an independent contractor and not as an officer, agent or employee of City. City hereby agrees to engage Contractor as an independent contractor and Contractor hereby agrees to fulfill the conditions enumerated herein, including any appendices attached hereto, as an independent contractor. Contractor expressly understands, acknowledges and agrees that Contractor is not entitled to any of the benefits City provides for its employees. Contractor also expressly understands, acknowledges and agrees that he is solely responsible for reporting all income paid to him pursuant to this Agreement to the IRS, the Kansas Department of Revenue, and any and all other applicable taxing entities, and that City shall report the payment of such income to said entities to the extent required by law.

3. TERM. The term of this agreement commences March 5, 2010, or upon approval of this agreement by both parties, and terminates March 5, 2011.

4. TERMINATION. This contract may be terminated in whole or in part by either party, for any reason, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. This Agreement may be terminated for cause upon written notification stating such cause. Upon termination of this Agreement neither party shall be bound to full or partial performance of any of its obligations hereunder. Whether this Agreement is canceled by City or Contractor, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

5. COMPENSATION. In consideration for the service(s) described in Paragraph One (1) above, provided by Contractor for residents of the City of Haysville through the Haysville Activity Center, City shall cause payment to be made to Contractor in the amount of **Fifteen Dollars and No Cents (\$15.00)** per participant per monthly session. Classes will meet bi-weekly every month. Contractor agrees that billings and payments under this agreement shall be processed in accordance with established budgeting, purchasing, and accounting procedures of Haysville, Kansas. Payments shall be made to Contractor only for service(s) provided as described in Paragraph One (1) of this agreement. City reserves the right to disallow payment if City believes that the service(s) described in Paragraph One (1) above were not actually performed or provided. After approval by the Director of Recreation, payments shall be mailed to Contractor's address as follows: Black Eagle Martial Arts, 230 W Greenway, Derby KS 67037.

6. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the City for any liability or loss arising in any way out of the performance of this Agreement.

7. LICENSES AND PERMITS. Contractor agrees to maintain a current and valid Class C Kansas Drivers License.

8. INSURANCE. Contractor shall provide City with proof of liability insurance, \$500,000 minimum.

9. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. Contractor agrees to comply with the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry, and shall comply with all other provisions of K.S.A. 44-1030 in its performance of this agreement.

10. TRANSFER OR MODIFICATION. This Agreement sets forth the entire Agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to, which is not referred to and incorporated herein. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be set forth in writing and signed by both parties.

11. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

A. This Agreement shall be construed in accordance with the laws of the State of Kansas. If any provision of this Agreement shall be ruled unlawful by a Court of competent jurisdiction, it shall not affect the remaining provisions of this Agreement.

B. Contractor shall comply with 1) all applicable local, state and federal laws, 2) all regulations, and 3) all applicable service standards, that are now or may in the future become applicable, in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this agreement.

12. CASH BASIS AND BUDGET LAWS. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto, and that this Agreement shall be binding upon the parties, their respective heirs, legal representatives, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF HAYSVILLE, KANSAS

BLACK EAGLE MARTIAL ARTS

Ken Hampton, Mayor


Richard D. Carr
President

ATTEST:

SEAL

Beverly Rodgers, City Clerk

HAYSVILLE POLICE DEPARTMENT

TO: MAYOR HAMPTON & COUNCIL
FROM: CHIEF M. MCELROY
SUBJECT: EVIDENCE CAGE
DATE: MARCH 11, 2010
CC: CAROL NEUGENT, DIRECTOR OF GOVERNMENTAL SERVICES

As part of the relocation of the Police Department, an Evidence Cage will need to be acquired for the new facility. The proposed cage meets Drug Enforcement Administration requirements for the storage of evidence. This Cage is to be provided by the City of Haysville, and installed by the General Contractor.

WireCrafters LLC	Louisville, KY	\$4,931.00
CISCO-EAGLE	Dallas, TX	\$6,432.00
SIGGINS	North Kansas City, MO	\$6,901.00

We are requesting approval to purchase one Evidence Cage from WireCrafters LLC in the amount of \$4,931.00. Funding for this purchase will be from the Federal Law Enforcement Forfeiture Account.

If you have questions please contact me at 529-5939 or by e-mail at mmcelroy@haysville-ks.com.

Thank you for your consideration of this subject.

Sincerely,

Michael E. McElroy
Chief of Police
Haysville Police Department
200 W. Grand
Haysville, Kansas 67060
316.529.5939 Voice 316.529.5910 Fax
mmcelroy@haysville-ks.com

: Attachment (Photo)



PREMIUM QUOTATION

Insured: CITY OF HAYSVILLE
Insurer: EMPLOYERS MUTUAL CASUALTY COMPANY
Policy Term: 04/01/2010 To 04/01/2011

COVERAGE

ANNUAL PREMIUM

Commercial Property	\$ 63,904.00
General Liability	\$ 14,929.00
Inland Marine	\$ 18,373.00
Business Auto	\$ 28,214.00
Crime	\$ 125.00
Umbrella	\$ 13,192.00
Linebacker	\$ 5,136.00
Law Enforcement	\$ 7,351.00
Total Premium	\$151,224.00

DIVIDEND 2008/2009 POLICY PERIOD: \$ 22,402.97

OPTIONAL \$3,000 DEDUCTIBLE ON PROPERTY = \$58,162.00

PREMIUM COMPARISON

Insured: CITY OF HAYSVILLE

Insurer: EMPLOYERS MUTUAL CAUSALTY COMPANY

Policy Term: 04/01/2010 To 04/01/2011

COVERAGE	EXPIRING PREMIUM	RENEWAL PREMIUM
General Liability	\$15,149.00	\$14,929.00
Property	\$66,014.00	\$63,904.00
Inland Marine	\$23,227.00	\$18,373.00
Business Auto	\$21,627.00	\$28,214.00
Commercial Crime	\$ 125.00	\$ 125.00
Linebacker	\$ 4,366.00	\$ 5,136.00
Umbrella	\$13,438.00	\$13,192.00
Law Enforcement	\$ 7,351.00	\$ 7,351.00
Total	\$151,297.00	\$151,224.00

CITY CLERK DEPARTMENT – ACTIVITY REPORT
For the Month of February, 2010

ACCOUNTS PAYABLE

Note: Some invoices are split to many funds; Petty Cash was balanced 2 times and 31 petty cash checks affected 19 different line Item/funds. The Westar bill covers 53 locations.

Invoices Paid	368
Checks Processed	166
Tax Exemption Certificates	15

BUSINESS REGISTRATIONS

New	1
(Dorothy Day Care, 340 German)	
Renewals	12

BUILDING/SHELTER RENTALS

Band Shell	0
Brady Shelter	0
Community Building	9
Gazebo (Riggs Park)	0
Gazebo (Historical)	0
Kirby Shelter	0
Lions Club Shelter	0
Orchard Acres Shelter	0
Pear Tree Shelter	0
Plagens-Carpenter Shelter	0
Police Shelter	0
Riggs Shelter	0
Timberlane Shelter	0

INSUFFICIENT CHECK

(No. of Bad Check Fees Paid)	11
------------------------------	----

LICENCES/PERMITS

(Including Public Works)

Licenses	32
Permits	22
Bicycle Licenses	0
Dog Licenses	19

MEETINGS

Staff Meeting	Safety Committee	Sr. Planning
Council Meetings	Sr. Advisory	DH Meetings
Chamber Lunch	BEST Mtg.	Remodel Mtg.
Sg. Co. Dept. Aging	Computer Comm.	Lunch & Learn Wellness
Supervisor's Meeting	PM Webinar	KMIT Work Comp Training
Lockout/Tagout training	Aging Conf.	

NON PAYMENT PENALTIES 80

PAYROLL/EMPLOYEE BENEFITS

(Per pay period = 26/yr.)

Regular	76
Temporary/Part Time	23
Mayor/Council/Judge	12
ACH Payments Processed	115

RECORDS REQUESTS

(Including those filed from PD)	25
---------------------------------	----

RECREATION DEPT. RECEIPTS

(Posted at City Hall)	687
-----------------------	-----

SENIOR CENTER

Participants	1,349
Lunches (GNNP (Red Cross) Meals	785
Homebound	718
Bingo	26
Blood Pressure Checks – Fire Dept.	33
Commodities	105
Volunteers	8
Crafts	11
Elderberry Pick-up	48
Food Pantry	3
Luncheon Lectures	79
Movie Matinee	13
Mystery Lunch	17
Panera Bread Wednesday	200
Senior Advisory Board Meeting	9
Senior Card Games	78
Silver Foxes Exercise	65
STEPS Exercise	93
Sr. Dinner & Birthday Celebration	68
Senior Planning Committee Mtg.	10
Texas Hold'em	56
Wii Sports	53
Phone Calls	463
AARP Tax Preparation	32

SENIOR EVENTS

George McNulty, Jerry and Ruth Stevenson won the Wii bowling tournament held February 16th.

UTILITY BILLING

Water Serv. on Shutoff List	66
Utility Bills Sent	3,783
Utility Payments Made	3,287
Delinquent Notices	829
Shut Off Notices	512
New Accounts	27
Final Bills	47
Transferred Accounts	3
Temporary Water Service	3
ACH Payments Processed	348

SPECIAL EVENTS

CREDIT CARD PAYMENTS PROCESSED	470
TOTAL PAYMENTS PROCESSED (All Types)	4,163
TOTAL PHONE CALLS RECEIVED	1,223

GOVERNMENTAL SERVICES

FEBRUARY 2010

Website

5,252 Visits
11,833 Page views
2.25 Average Page views
00:01:17 Time on Site
38.69% New Visits

General

Haysville Forward E-Mails and Phone Calls
Haysville Forward Meeting
2 Court Arraignment Days
2 Trials Days
Court Receipts
Reconciliation Report

Channel 7

City Council Meeting:

2 meetings shown live in February
84 total broadcasts during February

Planning Commission Meeting:

1 meeting shown live in February
56 total broadcasts during February

Other:

Campus Basketball Game
Website Updates
Front Sign Updates
Historic Sign Updates
Photography for Various Projects
Began Work on Business Registration Video

Community Relations

Employee Newsletter - 1
E*News - 2
Tip Sheet – 1
Created: Commercial Water Brochure
Updated: Census Demographic Sheet; Building Permit Brochure; Business Brochure

Commission/Board/Committee Meetings

Planning Commission – 1 meeting; Land Use Map; Historic District Master Plan

Miscellaneous Activities: Temporary Water Fee Meeting; Education Fair Meeting; BEST Meeting; MTP-PAC (2); Flow Chart Meeting; Mentor Program; Lockout/Tagout Safety Training; Chamber Lunch; TAC Meeting; Meeting with Westar Re: Turtle Vacation; Grant Writing Workshop; Meeting with Keiter Nursery. Remodel Meetings; Meetings re: Emergency Communications Study; All Supervisors' Meeting.



HAYSVILLE POLICE DEPARTMENT COUNCIL REPORT FEBRUARY 2010

TOTAL CALLS.....	753	DOGS IMPOUNDED.....	13
SUMMONS ISSUED.....	94	RELEASED TO OWNER.....	10
ARRESTS.....	38	RELEASED TO COUNTY.....	2
MV ACCIDENTS.....	6	OTHER.....	0
0 Injury		DECEASED ANIMALS.....	0
6 Non-Injury		ANIMAL SUMMONS.....	13
VACATION HOMES.....	0	STILL IMPOUNDED.....	1
GROUP A OFFENSES.....	64	HIGH WEEDS CALLS.....	0
GROUP B OFFENSES.....	13	DOOR HANGERS - NOV Summons.....	0
COMMUNITY POLICING EVENTS.....	4	COMPLIED.....	0
SPECIAL WATCH.....	3	WITHIN GRACE PERIOD.....	0
DISPATCH WALK-INS.....	346	PROPERTY ABATEMENT.....	0
INCOMING CALLS.....	1,516	STREET LIGHTS REPORTED OUT.....	4
CALLS MADE TO ASSIST w/CASE.....	150		

February 2010 K-9 Deployment Statistics

Haysville PD Calls:

*Building Searches	1
*Tracks	0
*Drug Sniffs (car)	6
*Patrol Apprehensions	0
USD 261 School Searches	4

Drugs Recovered from Car Stop/ Searches in Haysville:

6 grams	amount of marijuana seized
0 grams	amount of methamphetamine seized
0 grams	amount of cocaine (crack) seized
0 grams	amount of heroine seized
2 items	paraphernalia seized

Money Recovered Car Stops/ Searches in Haysville:

\$0.00

Outside agency assists for WPD, Sedgwick County, and KBI:

*Tracks	0
*Tracks with Apprehension	0
*Drug Sniff	3
*Currency Sniff	1
*Assists Denied	4

Drugs/ Money/ Guns recovered from car stops and or searches on outside assists:

0	Drugs
\$0.00	Money
1	Firearm

***Track:** When the service dog is deployed from the vehicle with the handler to track down and locate a subject who has fled from the scene or to track an object such as a gun or drugs which have been discarded by a suspect.

***Drug Sniff:** When the service dog is put through its paces during a car stop or any type of building search with the specific intent of looking for illegal drugs.

SUMMARY OF FUNDS TOTALS REPORT

Bills for the second half of March 2010
Scheduled payment date: 03/23/10

FUND	NAME	TOTAL
01	GENERAL FU	5,673.23
10	SEWER FUND	13,759.74
11	WATER FUND	7,047.10
12	MUNICIPAL	1,830.77
14	STORMWATER	3.14
21	STREET FUN	8,575.13
24	LAW ENFORC	80.80
25	LIBRARY FU	11,633.70
28	SPECIAL AL	353.50
30	RECREATION	5,011.13
31	SP. PARKS	1,382.00
32	HAYSVILLE	-8.93
36	CAPITAL IM	2,454.79
39	CRA GRANT	80.00
51	SPECIAL PA	847.18
		=====
	TOTAL	58,723.28

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ

INTRUST													
100 AMSAN													
219153228	1 I	3/23/2010	3/02/2010	ROLL TOWELS, CUPS -PW	58.03		58.03		58.03	10			1
	2 I			ROLL TOWELS, CUPS -PW	58.03	10-30-2012	58.03		58.03	11			1
	3 I			ROLL TOWELS, CUPS -PW	58.04	11-31-2012	58.04		58.04	21			1
						21-41-2012							
				* INVOICE TOTALS	174.10		174.10		174.10				

219153236	1 I	3/23/2010	3/02/2010	1 CS BATH TISSUE	12.33		12.33		12.33	10			1
	2 I			1 CS BATH TISSUE	12.34	10-30-2012	12.34		12.34	11			1
	3 I			1 CS BATH TISSUE	12.33	11-31-2012	12.33		12.33	21			1
						21-41-2012							
				* INVOICE TOTALS	37.00		37.00		37.00				
				** VENDOR TOTALS *	211.10		211.10		211.10				

195 A-FORD-ABLE-LOCKSMITHING INC													
500102	1 I	3/23/2010	3/17/2010	10 DUPLICATE KEYS CUT	26.25		26.25		26.25	30			1
						30-50-2046							
				** VENDOR TOTALS *	26.25		26.25		26.25				

215 AIRGAS MID SOUTH INC													
106608420	1 I	3/23/2010	2/25/2010	LG ACETYLENE/OXYGEN 1 Y	40.00		40.00		40.00	10			1
	2 I			LG ACETYLENE/OXYGEN 1 Y	40.00	10-30-2040	40.00		40.00	11			1
	3 I			LG ACETYLENE/OXYGEN 1 Y	40.00	11-31-2040	40.00		40.00	21			1
						21-41-2040							
				* INVOICE TOTALS	120.00		120.00		120.00				

106944442	1 I	3/23/2010	2/28/2010	MONTHLY RENTAL INVOICE	27.18		27.18		27.18	10			1
	2 I			MONTHLY RENTAL INVOICE	27.18	10-30-2040	27.18		27.18	11			1
	3 I			MONTHLY RENTAL INVOICE	27.18	11-31-2040	27.18		27.18	21			1
						21-41-2040							
				* INVOICE TOTALS	81.54		81.54		81.54				
				** VENDOR TOTALS *	201.54		201.54		201.54				

283 AMERICAN ASSOCIATION OF POLICE													
PO 20034	1 I	3/23/2010	3/15/2010	SEMINAR REGISTRATION	250.00		250.00		250.00	01			1
				MAY 3-7, ST LOUIS-B POW									
				** VENDOR TOTALS *	250.00	01-02-2015	250.00		250.00				

350 AMERICAN WATERWORKS SUPPLY INC													
123430	1 I	3/23/2010	3/10/2010	2"FLG MULTI JET METER	355.00		355.00		355.00	11			1
	2 I			FREIGHT	73.40	11-31-2009	73.40		73.40	11			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
(BRIDGEWATER APTS)													
				* INVOICE TOTALS	428.40		428.40		428.40				
				** VENDOR TOTALS *	428.40		428.40		428.40				
365 AMSOIL INC													
12927824	1 I	3/23/2010	2/25/2010	BULK SEMI-SYNTHETIC 15W	294.65		294.65		294.65	10			1
	2 I			BULK SEMI-SYNTHETIC 15W	294.65		294.65		294.65	11			1
	3 I			BULK SEMI-SYNTHETIC 14W	294.66		294.66		294.66	21			1
				* INVOICE TOTALS	883.96		883.96		883.96				
				** VENDOR TOTALS *	883.96		883.96		883.96				
368 ANDALE FARMER'S CO-OP													
30242	1 I	3/23/2010	3/02/2010	1315 GAL UNLEADED GAS @ 2.4625 PG	3238.19		3238.19		3238.19	11			1
	2 I			1919 GAL DIESEL @ 2.4475 PG	4696.75		4696.75		4696.75	21			1
				* INVOICE TOTALS	7934.94		7934.94		7934.94				
				** VENDOR TOTALS *	7934.94		7934.94		7934.94				
430 ARLAN CO INC													
2712	1 I	3/23/2010	3/03/2010	4- PARAGON 26" SLOPING @ 94.00 EACH HH44109.	376.00		376.00		376.00	12			1
	2 I			SHIPPING	29.39		29.39		29.39	12			1
				* INVOICE TOTALS	405.39		405.39		405.39				
				** VENDOR TOTALS *	405.39		405.39		405.39				
475 ASSOCIATES IN HEALTHCARE LLC													
802	1 I	3/23/2010	3/04/2010	PRE-EMPLOYMENT SCREENIN V ARAMBURU 2/17/10	47.50		47.50		47.50	30			1
				** VENDOR TOTALS *	47.50		47.50		47.50				
490 A T & T													
MARCH 2010	1 I	3/23/2010	3/11/2010	MONTHLY PHONE BILL	121.20		121.20		121.20	01			1
	2 I			MONTHLY PHONE BILL	313.21		313.21		313.21	01			1
	3 I			MONTHLY PHONE BILL	11.67		11.67		11.67	01			1
	4 I			MONTHLY PHONE BILL	11.67		11.67		11.67	01			1
	5 I			MONTHLY PHONE BILL	90.67		90.67		90.67	01			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
	3 I			FLO PUPPLE MARKING PAIN 1 CS	37.60	11-31-2012	37.60		WATER MISCELLANEOUS 37.60	01			1
	4 I			SHIPPING	18.62	01-03-2012	18.62		PARK MISCELLANEOUS 18.62	01			1
	5 I			SHIPPING	9.31	01-20-2012	9.31		INSPECTION MISCELLANEOUS 9.31	01			1
	6 I			SHIPPING	9.31	01-03-2012	9.31		PARK MISCELLANEOUS 9.31	11			1
				* INVOICE TOTALS	187.64	11-31-2012	187.64		WATER MISCELLANEOUS 187.64				
366506	1 I	3/23/2010	2/23/2010	10-WATER PIPELINE DECAL	18.00	11-31-2012	18.00		WATER MISCELLANEOUS 18.00	11			1
	2 I			SHIPPING	5.37	11-31-2012	5.37		WATER MISCELLANEOUS 5.37	11			1
				* INVOICE TOTALS	23.37	11-31-2012	23.37		WATER MISCELLANEOUS 23.37				
				** VENDOR TOTALS *	211.01		211.01		211.01				
				836 BRENNTAG SOUTHWEST INC									
BSW184198	1 I	3/23/2010	3/04/2010	600# CHLORINE @ .664 PE	398.40	11-31-2009	398.40		398.40	11			1
	2 I			FUEL SURCHARGE	45.00	11-31-2009	45.00		45.00	11			1
	3 I			SECURITY SURCHARGE	25.00	11-31-2009	25.00		25.00	11			1
				* INVOICE TOTALS	468.40	11-31-2009	468.40		468.40				
				** VENDOR TOTALS *	468.40		468.40		468.40				
				966 CDW GOVERNMENT INC									
RXD2512	1 I	3/23/2010	3/03/2010	12-25PK SONY DVR MEDIA	186.00	01-02-2005	186.00		186.00	01			1
				** VENDOR TOTALS *	186.00		186.00		186.00				
				996 CAPITAL ONE BANK N A									
FEB 2010	1 I	3/23/2010	3/05/2010	CREDIT REWARD APPLIED	55.73-	01-00-5012	55.73-		55.73-	01			1
	2 I			CREDIT REWARD APPLIED	11.40-	10-00-5012	11.40-		11.40-	10			1
	3 I			CREDIT REWARD APPLIED	12.00-	11-00-5012	12.00-		12.00-	11			1
	4 I			CREDIT REWARD APPLIED	3.01-	12-00-5012	3.01-		3.01-	12			1
	5 I			CREDIT REWARD APPLIED	10.92-	14-00-5012	10.92-		10.92-	14			1
	6 I			CREDIT REWARD APPLIED	7.43-	21-00-5012	7.43-		7.43-	21			1
	7 I			CREDIT REWARD APPLIED	26.38-	30-00-5078	26.38-		26.38-	30			1
	8 I			CREDIT REWARD APPLIED	8.93-	32-00-5012	8.93-		8.93-	32			1
	9 I			2 NIGHTS LODGING HAYSVI	116.00		116.00		116.00	36			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ

HS917-02	1 I	3/23/2010	3/01/2010	1940 FLUID EQUIPMENT COMPANY 2-HYDRO BLADDER & GASKE	480.00		480.00		480.00	10			1
	2 I			FREIGHT RE: RE-USE WATER SYSTEM	14.19		14.19		14.19	10			1
								10-30-2006					
				* INVOICE TOTALS	494.19		494.19		494.19				
				** VENDOR TOTALS *	494.19		494.19		494.19				

APRIL 2010	1 I	3/23/2010	3/15/2010	2065 SABRINA GLATT 240 S MAIN LEASE/PURCHA	830.00		830.00		830.00	36			1
				** VENDOR TOTALS *	830.00		830.00		830.00				
								36-56-3001					

946311639	1 I	3/23/2010	2/25/2010	2168 GRAYBAR LIGHTING SUPPLIES-BRUSH	23.50		23.50		23.50	10			1
	2 I			LIGHTING SUPPLIES-BRUSH	23.51		23.51		23.51	11			1
				* INVOICE TOTALS	47.01		47.01		47.01				
				** VENDOR TOTALS *	47.01		47.01		47.01				

946311640	1 I	3/23/2010	2/25/2010	2168 GRAYBAR LOCKING RECEPTACLE & PL	151.74		151.74		151.74	10			1
	2 I			LOCKING RECEPTACLE & PL BRUSHPILE LIGHTING SUPP	151.74		151.74		151.74	11			1
				* INVOICE TOTALS	303.48		303.48		303.48				
				** VENDOR TOTALS *	350.49		350.49		350.49				

10352878	1 I	3/23/2010	3/03/2010	2220 GT MIDWEST 3/4" 4SP CURB PUMP HS	6.30		6.30		6.30	11			1
10352878-1	1 I	3/23/2010	3/03/2010	3/4"X12' SW CURB PUMP H OIL RECLAIM SYSTEM PART	48.85		48.85		48.85	11			1
				** VENDOR TOTALS *	55.15		55.15		55.15				

S5018364.1	1 I	3/23/2010	2/11/2010	2240 HAJOCA CORPORATION MUELLER 24" HYD EXT STE	33.46		33.46		33.46	11			1
	2 I			HYDRANT EXTENSION PARTS	124.52		124.52		124.52	11			1
	3 I			SHIPPING	9.71		9.71		9.71	11			1
				* INVOICE TOTALS	167.69		167.69		167.69				

S5035194.1	1 I	3/23/2010	2/23/2010	FL OL RS GATE VALVE (PO	711.98		711.98		711.98	12			1
	2 I			FULL FACE GASKETS & BOL	25.89		25.89		25.89	12			1
	3 I			HEX CAP SCREWS & NUTS	.04		.04		.04	12			1
				** VENDOR TOTALS *	747.91		747.91		747.91				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
* INVOICE TOTALS					737.91		737.91		737.91				
** VENDOR TOTALS *					905.60		905.60		905.60				
PO 10280	1 I	3/23/2010	3/09/2010	2263 ERIC HARTENSTEIN PRO-TEM JUDGE SERVICES CASE 2009/0716 D AVILA	75.00		75.00		75.00	01			1
** VENDOR TOTALS *					75.00		75.00	01-06-2012	MUN COURT MISCELLANEOUS				
12452512	1 I	3/23/2010	2/28/2010	2268 HASLER INC QUARTERLY METER RENTAL	135.00		135.00		135.00	01			1
** VENDOR TOTALS *					135.00		135.00	01-10-2040	SP FUNDS CONTRACTUAL				
MAR 19 10	1 I	3/23/2010	3/19/2010	2300 HAYSVILLE COMMUNITY LIBRARY AD VALOREM	9224.61		9224.61		9224.61	25			1
	2 I			16/20M TRUCKS	64.37		64.37	25-45-2012	LIBRARY MISCELLANEOUS				1
	3 I			RECREATIONAL VEHICLES	22.18		22.18	25-45-2012	LIBRARY MISCELLANEOUS				1
	4 I			MOTOR VEHICLE	1799.09		1799.09	25-45-2012	LIBRARY MISCELLANEOUS				1
	5 I			DELINQUENT REAL ESTATE TAX DISTRIBUTION	523.45		523.45	25-45-2012	LIBRARY MISCELLANEOUS				1
* INVOICE TOTALS					11633.70		11633.70		11633.70				
** VENDOR TOTALS *					11633.70		11633.70		11633.70				
3639210	1 I	3/23/2010	3/12/2010	2330 HAYSVILLE HEALTH MART WORK COMP MEDICINE CLAI	17.60		17.60		17.60	21			1
** VENDOR TOTALS *					17.60		17.60	21-41-2012	STREET MISCELLANEOUS				
2010	1 I	3/23/2010	3/15/2010	2340 HAYSVILLE POST OFFICE ANNUAL POST OFFICE BOX	73.34		73.34		73.34	01			1
	2 I			ANNUAL POST OFFICE BOX	73.33		73.33	01-10-2040	SP FUNDS CONTRACTUAL				1
	3 I			ANNUAL POST OFFICE BOX	73.33		73.33	10-30-2040	SEWER CONTRACTUAL				1
* INVOICE TOTALS					220.00		220.00	11-31-2040	WATER CONTRACTUAL				
** VENDOR TOTALS *					220.00		220.00		220.00				
PO 10253	1 I	3/23/2010	3/15/2010	2375 HEART OF AMERICA CHAPTER-ICC SPRING CONFERENCE REGIS C BETTLES -APR 5,6,7 SA	150.00		150.00		150.00	01			1
** VENDOR TOTALS *					150.00		150.00	01-20-2015	INSPECTION TRAINING/EDUC/TRAV				

2386 HELMERS CONSTRUCTION

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	SQ	CK

2386 HELMERS CONSTRUCTION														
MAR 17 10	1 I	3/23/2010	3/17/2010	SOCCER FIELD CONCESSION	632.00		632.00		632.00	31				1
	2 I			RIGGS PARK RESTROOMS FOOTINGS & CONCRETE FLO	632.00		632.00		632.00	51				1
				* INVOICE TOTALS	1264.00		1264.00		1264.00					
				** VENDOR TOTALS *	1264.00		1264.00		1264.00					
2535 HOWARD'S INC														
3568	1 I	3/23/2010	3/09/2010	TRADE IN ALLOWANCE	750.00-		750.00-		750.00-	10				1
	2 I			25' DISC W/NEW BLADES FOR BUSH HOG	6950.00		6950.00		6950.00	10				1
	3 I			32' FIELD CULTIVATOR	2750.00		2750.00		2750.00	10				1
	4 I			NEW 10" SWEEPS, NEW HOS	1000.00		1000.00		1000.00	10				1
	5 I			FREIGHT & HANDLING	300.00		300.00		300.00	10				1
				* INVOICE TOTALS	10250.00		10250.00		10250.00					
				** VENDOR TOTALS *	10250.00		10250.00		10250.00					
2560 HUBER MAINTENANCE SUPPLY														
2352	1 I	3/23/2010	3/16/2010	BUCKEYE TERMINATOR HD 5 GAL @ 24.95 EACH	124.75		124.75		124.75	12				1
	2 I			BUCKEYE TERM BOTTLES 8 @ 3.9325 EACH	31.46		31.46		31.46	30				1
				* INVOICE TOTALS	156.21		156.21		156.21					
				** VENDOR TOTALS *	156.21		156.21		156.21					
2565 HUDSON CONSULTING														
10031	1 I	3/23/2010	3/10/2010	MYERS LAND NW OF 79TH S & BROADWAY-SUMMARY APPR	1500.00		1500.00		1500.00	36				1
				* INVOICE TOTALS	1500.00		1500.00		1500.00					
				** VENDOR TOTALS *	1500.00		1500.00		1500.00					
2673 INSTANT TIRE SERVICE														
16881	1 I	3/23/2010	2/28/2010	AFTER HR SERVICE CALL	65.00		65.00		65.00	21				1
	2 I			2 TIRES REPAIRED TRUCK	105.00		105.00		105.00	21				1
				* INVOICE TOTALS	170.00		170.00		170.00					
				** VENDOR TOTALS *	170.00		170.00		170.00					
2735 INTERSTATE ALL BATTERY CENTER														
169788	1 I	3/23/2010	3/16/2010	2 BATTERIES @ 90.76 EAC	181.52		181.52		181.52	30				1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
521137	1 I	3/23/2010	3/18/2010	7.2V CAMERA BATTERY	29.90		29.90						
				** VENDOR TOTALS *	211.42		211.42						
PO 10254	1 I	3/23/2010	3/15/2010	2875 KACE SKIP MOON, PRESIDENT CONFERENCE REGISTRATION R LINEBARGER-APR 5-7, S	110.00		110.00		110.00	01			1
				** VENDOR TOTALS *	110.00		110.00		110.00				
2310	1 I	3/23/2010	2/26/2010	3353 K-STATE AT SALINA AC1 CONCRETE FIELD TRAI REG FEE - CALE TOPINKA	547.00		547.00		547.00	21			1
				** VENDOR TOTALS *	547.00		547.00		547.00				
MARCH 2010	1 I	3/23/2010	3/15/2010	3476 DOJANG LLC dba MONTHLY LESSONS 15 STUDENTS @ \$15 EACH	225.00		225.00		225.00	30			1
				** VENDOR TOTALS *	225.00		225.00		225.00				
214125588	1 I	3/23/2010	3/07/2010	3500 KONICA MINOLTA BUSINESS COPIER MAINTENANCE CONT	30.00		30.00		30.00	01			1
214128490	1 I	3/23/2010	3/08/2010	COPIER MAINTENANCE CONT	16.98		16.98		16.98	01			1
				** VENDOR TOTALS *	46.98		46.98		46.98				
15514148	1 I	3/23/2010	2/25/2010	3585 LAFARGE NORTH AMERICA INC 2.79 TON @ 74 POLY COLD STREET PATCH MATERIAL	206.46		206.46		206.46	21			1
				** VENDOR TOTALS *	206.46		206.46		206.46				
MAR 30	1 I	3/23/2010	3/10/2010	3680 LECC FUND SEMINAR- MARCH 30 @ WSU CHIEF MCELROY	25.00		25.00		25.00	01			1
				** VENDOR TOTALS *	25.00		25.00		25.00				
240	1 I	3/23/2010	3/09/2010	3694 LIES TRASH SERVICE 144 ASST SOCCER SHIRTS	836.25		836.25		836.25	30			1
	2 I			2 SCREEN CHARGES @ 15.0	30.00		30.00		30.00	30			1
	3 I			FREIGHT	36.00		36.00		36.00	30			1
				* INVOICE TOTALS	902.25		902.25		902.25				
MARCH 2010	1 I	3/23/2010	3/17/2010	CITY BLDG TRASH SERVICE	40.00		40.00		40.00	01			1
	2 I			CITY BLDG TRASH SERVICE	40.00		40.00		40.00	10			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
3964 METRO APPAREL IMPRINT COMPANY													
237	1 I	3/23/2010	2/22/2010	94 WHT T-SHIRTS @ 6.10	573.40		573.40		573.40	30			1
	2 I			10 XXL T-SHIRTS @ 7.85	78.50	30-50-2092	78.50		78.50	30			1
	3 I			SCREEN CHGS(2) & FRT SHAMROCK SHUFFLE EVENT	56.00	30-50-2092	56.00		56.00	30			1
				* INVOICE TOTALS	707.90		707.90		707.90				
30-50-2092 RECREATION DEPT PROGRAMS													
238	1 I	3/23/2010	2/22/2010	11 VOLLEYBALL SHIRTS @	74.25		74.25		74.25	30			1
	2 I			1 XXL VOLLEYBALL SHIRT	8.50	30-50-2092	8.50		8.50	30			1
	3 I			SCREEN CHGS(2) & FRT	33.00	30-50-2092	33.00		33.00	30			1
				* INVOICE TOTALS	115.75		115.75		115.75				
30-50-2092 RECREATION DEPT PROGRAMS													
239	1 I	3/23/2010	2/22/2010	9 BASKETBALL SHIRTS @ 6	60.75		60.75		60.75	30			1
	2 I			2 XXL SHIRTS @ 8.50	25.50	30-50-2092	25.50		25.50	30			1
	3 I			SCREEN CHGS (2) & FRT	33.00	30-50-2092	33.00		33.00	30			1
				* INVOICE TOTALS	119.25		119.25		119.25				
30-50-2092 RECREATION DEPT PROGRAMS													
246	1 I	3/23/2010	3/16/2010	9 T-SHIRTS @ 5.90	53.10		53.10		53.10	30			1
	2 I			3 XXL T-SHIRTS @ 7.65	22.95	30-50-2092	22.95		22.95	30			1
	3 I			SCREEN CHG(1) & FRT DODGEBALL	18.00	30-50-2092	18.00		18.00	30			1
				* INVOICE TOTALS	94.05		94.05		94.05				
30-50-2092 RECREATION DEPT PROGRAMS													
				** VENDOR TOTALS *	1036.95		1036.95		1036.95				
4200 MURDOCK COMPANIES INC													
136933	1 I	3/23/2010	3/05/2010	4-5/8 X 85 CY BELTS	224.52		224.52		224.52	21			1
	2 I			1-EAGLE PD BELT BLUE AIR CURTAIN BLOWER PART	439.93	21-41-2006	439.93		439.93	21			1
				* INVOICE TOTALS	664.45		664.45		664.45				
21-41-2006 STREET EQUIPMENT MAINTENANCE													
				** VENDOR TOTALS *	664.45		664.45		664.45				
4340 N D F CO													
E3729	1 I	3/23/2010	3/08/2010	PRINT CREDIT	100.00		100.00		100.00	01			1
				** VENDOR TOTALS *	100.00	01-06-2014	100.00		100.00				
MUN COURT LEGAL PRINTING													
4396 O'REILLY AUTOMOTIVE INC													
224453504	1 I	3/23/2010	2/28/2010	EQUIP FILTER	20.38		20.38		20.38	21			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
** VENDOR TOTALS *					20.38		20.38		20.38				
4406 PACE ANALYTICAL SERVICES INC													
106069331	1 I	3/23/2010	2/15/2010	ANALYTICAL SERVICES	133.00		133.00		133.00	10			1
						10-30-2040							
106069595	1 I	3/23/2010	2/18/2010	ANALYTICAL SERVICES	151.00		151.00		151.00	10			1
						10-30-2040							
106069768	1 I	3/23/2010	2/23/2010	ANALYTICAL SERVICES	166.00		166.00		166.00	10			1
						10-30-2040							
106070638	1 I	3/23/2010	3/12/2010	ANALYTICAL SERVICES	148.00		148.00		148.00	10			1
						10-30-2040							
106070712	1 I	3/23/2010	3/15/2010	ANALYTICAL SERVICES	151.00		151.00		151.00	10			1
						10-30-2040							
** VENDOR TOTALS *					749.00		749.00		749.00				
4505 PEPSI-COLA													
81323159	1 I	3/23/2010	3/12/2010	BEVERAGE CONCESSIONS P/	207.00		207.00		207.00	30			1
						30-50-2026							
	2 I			BEVERAGE CONCESSIONS-HA	283.00		283.00		283.00	30			1
						30-50-2031							
* INVOICE TOTALS					490.00		490.00		490.00				
** VENDOR TOTALS *					490.00		490.00		490.00				
4520 PETTY CASH													
PO 10298	1 I	3/23/2010	3/18/2010	REIMBURSE FUND	20.00		20.00		20.00	01			1
						01-02-2015							
	2 I			REIMBURSE FUND	35.00		35.00		35.00	01			1
						01-04-2012							
	3 I			REIMBURSE FUND	8.52		8.52		8.52	01			1
						01-06-2004							
	4 I			REIMBURSE FUND	114.98		114.98		114.98	01			1
						01-18-2012							
	5 I			REIMBURSE FUND	36.00		36.00		36.00	01			1
						01-00-5003							
	6 I			REIMBURSE FUND	55.50		55.50		55.50	01			1
						01-00-5004							
	7 I			REIMBURSE FUND	.50		.50		.50	01			1
						01-00-5063							
	8 I			REIMBURSE FUND	19.00		19.00		19.00	01			1
						01-00-5064							
	9 I			REIMBURSE FUND	5.00		5.00		5.00	01			1
						01-00-5069							
	10 I			REIMBURSE FUND	90.00		90.00		90.00	01			1
						01-00-5005							
	11 I			REIMBURSE FUND	400.00		400.00		400.00	01			1
						01-00-5016							
	12 I			REIMBURSE FUND	6.00		6.00		6.00	10			1
						10-30-2012							
	13 I			REIMBURSE FUND	53.00		53.00		53.00	10			1
						10-30-2015							
	14 I			REIMBURSE FUND	75.00		75.00		75.00	11			1
						11-31-2015							

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
15	I			REIMBURSE FUND	63.99		63.99		63.99	12			1
16	I			REIMBURSE FUND	6.00	12-32-2031	6.00		6.00	21			1
17	I			REIMBURSE FUND	80.80	21-41-2006	80.80		80.80	24			1
18	I			REIMBURSE FUND	54.00	24-44-2031	54.00		54.00	28			1
19	I			REIMBURSE FUND	80.00	28-48-2032	80.00		80.00	39			1
20	I			REIMBURSE FUND	21.80	39-59-2012	21.80		21.80	30			1
21	I			REIMBURSE FUND	247.48	30-50-2009	247.48		247.48	30			1
22	I			REIMBURSE FUND	87.22	30-50-2026	87.22		87.22	30			1
23	I			REIMBURSE FUND	40.72	30-50-2031	40.72		40.72	30			1
24	I			REIMBURSE FUND	52.00	30-50-2046	52.00		52.00	30			1
25	I			REIMBURSE FUND	448.38	30-50-2092	448.38		448.38	30			1
26	I			REIMBURSE FUND	25.00	30-50-2094	25.00		25.00	30			1
27	I			REIMBURSE FUND	150.00	30-00-5077	150.00		150.00	30			1
						30-00-5075							
				* INVOICE TOTALS	2275.89		2275.89		2275.89				
				** VENDOR TOTALS *	2275.89		2275.89		2275.89				
FEB 2010	1	I	3/23/2010	3/10/2010	4540 PHILLIPS 66 - CONOCO-76 MONTHLY FUEL PURCHASES TRAINING IN TEXAS	116.78		116.78	116.78	01			1
							01-02-2010						
				** VENDOR TOTALS *	116.78		116.78		116.78				
152209	1	I	3/23/2010	3/02/2010	4662 POWERPLAN FLOODLAMP/HEADLIGHT	69.00		69.00	69.00	10			1
							10-30-2006						
	2	I			FLOODLAMP/HEADLIGHT 690D TRACKHOE PARTS	69.00		69.00	69.00	11			1
							11-31-2006						
				* INVOICE TOTALS	138.00		138.00		138.00				
				** VENDOR TOTALS *	138.00		138.00		138.00				
171172	1	I	3/23/2010	2/12/2010	4685 PRAIRIELAND PARTNERS INC 2 IDLERS	79.98		79.98	79.98	01			1
							01-03-2006						
	2	I			2 SPACERS	17.00		17.00	17.00	01			1
							01-03-2006						
	3	I			2 SHIELDS PARK EQUIP	13.98		13.98	13.98	01			1
							01-03-2006						
				* INVOICE TOTALS	110.96		110.96		110.96				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
** VENDOR TOTALS *					110.96		110.96		110.96				
4860 QUILL CORPORATION													
3948737	1 I	3/23/2010	3/03/2010	OFFICE SUPPLIES	241.00		241.00		241.00	01			1
						01-02-2004			POLICE OFFICE EXPENSE				
3976798	1 I	3/23/2010	3/04/2010	DVD-R100 PK SPINDLES	83.98		83.98		83.98	01			1
						01-02-2005			POLICE RECORDING SUPPLIES				
	2 I			OFFICE SUPPLIES	7.17		7.17		7.17	01			1
						01-02-2004			POLICE OFFICE EXPENSE				
* INVOICE TOTALS					91.15		91.15		91.15				
4011010	1 I	3/23/2010	3/05/2010	MAXELL DVD-R 100 PK SPI	83.98		83.98		83.98	01			1
						01-02-2005			POLICE RECORDING SUPPLIES				
987147	1 I	3/23/2010	3/05/2010	CREDIT RETURN	83.98-		83.98-		83.98-	01			1
						01-02-2005			POLICE RECORDING SUPPLIES				
** VENDOR TOTALS *					332.15		332.15		332.15				
5365 SEDGWICK COUNTY													
1800030250	1 I	3/23/2010	3/04/2010	COMPUTER USE FEBRUARY 2010	55.00		55.00		55.00	01			1
						01-02-2040			POLICE CONTRACTUAL				
** VENDOR TOTALS *					55.00		55.00		55.00				
5430 SHERWIN-WILLIAMS COMPANY													
459-9	1 I	3/23/2010	3/05/2010	3 GAL ACRYLIC BLACK @ 4	130.68		130.68		130.68	01			1
						01-03-2046			PARK P-C SPORTS COMPLEX				
	2 I			1 GAL ACRYLIC ISLE OF P	43.56		43.56		43.56	01			1
						01-03-2046			PARK P-C SPORTS COMPLEX				
	3 I			1 GAL ENAMEL ISLE OF PI	42.99		42.99		42.99	01			1
						01-03-2046			PARK P-C SPORTS COMPLEX				
	4 I			1 GAL SILVER BRITE ALUM	39.55		39.55		39.55	01			1
						01-03-2046			PARK P-C SPORTS COMPLEX				
	5 I			6-4" WIRE CAGE FRAMES	15.54		15.54		15.54	01			1
						01-03-2046			PARK P-C SPORTS COMPLEX				
	6 I			6-4" 3/8 SWIVEL	25.74		25.74		25.74	01			1
						01-03-2046			PARK P-C SPORTS COMPLEX				
	7 I			9" ROLLER COVER 1/6PK	14.79		14.79		14.79	01			1
						01-03-2046			PARK P-C SPORTS COMPLEX				
* INVOICE TOTALS					312.85		312.85		312.85				
** VENDOR TOTALS *					312.85		312.85		312.85				
5536 SOUND ADVICE													
PO 10260	1 I	3/23/2010	3/06/2010	EQUIPMENT RENTAL ONLY FATHER/DAUGHTER DANCE	100.00		100.00		100.00	30			1
						30-50-2092			RECREATION DEPT PROGRAMS				
** VENDOR TOTALS *					100.00		100.00		100.00				
5580 SOUTHWEST PAPER COMPANY													
503876	1 I	3/23/2010	3/12/2010	2 CS MULTIFOLD TOWELS	79.40		79.40		79.40	01			1
						01-09-2009			BLDG & GROUNDS MATERIALS				
	2 I			2 CS ROLL TOWELS	67.76		67.76		67.76	01			1
						01-09-2009			BLDG & GROUNDS MATERIALS				
	3 I			1 CS/12 QT BOWL CLEANER	33.24		33.24		33.24	01			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
	4 I			1 CS/12 UNITS URINAL SC	23.06		23.06		23.06	12			1
				* INVOICE TOTALS	203.46		203.46		203.46				
				** VENDOR TOTALS *	203.46		203.46		203.46				
				5740 STERICYCLE INC									
4001566823	1 I	3/23/2010	3/12/2010	QUARTERLY DISPOSAL FEE BIO-HAZARD WASTE COLLEC	72.51		72.51		72.51	01			1
				** VENDOR TOTALS *	72.51		72.51		72.51				
				5770 SUPERIOR COMPUTER SUPPLY INC									
170528	1 I	3/23/2010	3/15/2010	MOP HEAD REPLACEMENT	10.64		10.64		10.64	01			1
	2 I			OFFICE SUPPLIES	420.27		420.27		420.27	01			1
	3 I			OFFICE SUPPLIES	75.63		75.63		75.63	10			1
	4 I			OFFICE SUPPLIES	13.82		13.82		13.82	12			1
	5 I			OFFICE SUPPLIES	75.63		75.63		75.63	11			1
				* INVOICE TOTALS	595.99		595.99		595.99				
				** VENDOR TOTALS *									
				170736									
	1 I	3/23/2010	3/17/2010	OFFICE SUPPLIES	32.94		32.94		32.94	01			1
	2 I			OFFICE SUPPLIES	53.65		53.65		53.65	01			1
				* INVOICE TOTALS	86.59		86.59		86.59				
				** VENDOR TOTALS *	682.58		682.58		682.58				
				5875 TEE'S PLUS									
321719	1 I	3/23/2010	3/03/2010	DARE STICKER SHEETS	60.00		60.00		60.00	28			1
	2 I			DARE ESSAY WINNER MEDAL	94.00		94.00		94.00	28			1
	3 I			DARE CERTIFICATES	48.00		48.00		48.00	28			1
	4 I			DARE PRINCIPAL PINS	12.50		12.50		12.50	28			1
	5 I			DARE ROLE MODEL PINS	25.00		25.00		25.00	28			1
	6 I			DARE FLAG PENCILS	60.00		60.00		60.00	28			1
				* INVOICE TOTALS	299.50		299.50		299.50				
				** VENDOR TOTALS *	299.50		299.50		299.50				
				5940 TRUCK PARTS & EQUIPMENT INC									
952507	1 I	3/23/2010	3/02/2010	3FT-1 1/4 COLD ROLL ROU TRUCK # 26	18.21		18.21		18.21	21			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
952959	1 I	3/23/2010	3/04/2010	FILTER ASSORTMENT-60KW	13.86		13.86		13.86	10			1
	2 I			FILTER ASSORTMENT-60KW	13.87		13.87		13.87	11			1
	3 I			FILTER ASSORTMENT-60KW 60 KW GENERATOR	13.87		13.87		13.87	21			1
				* INVOICE TOTALS	41.60		41.60		41.60				
				** VENDOR TOTALS *	59.81		59.81		59.81				
6030 UNITED STATES POSTAL SERVICE													
MARCH 2010	1 I	3/23/2010	3/15/2010	PAYMENT ON PERMIT #1	316.67		316.67		316.67	10			1
	2 I			WATER BILL MAILING ACCO	633.33		633.33		633.33	11			1
				* INVOICE TOTALS	950.00		950.00		950.00				
				** VENDOR TOTALS *	950.00		950.00		950.00				
6062 UNIVERSITY OF KANSAS													
PO 10262	1 I	3/23/2010	2/26/2010	SEMINAR-K SWART 2/16/1 WORKPLACE -EQUIPMENT SA	65.00		65.00		65.00	11			1
				** VENDOR TOTALS *	65.00		65.00		65.00				
6095 USA BLUE BOOK													
102730	1 I	3/23/2010	3/05/2010	RED TRACING DYE 1 CS/4	55.33		55.33		55.33	10			1
	2 I			FREIGHT	21.97		21.97		21.97	10			1
				* INVOICE TOTALS	77.30		77.30		77.30				
104251													
	1 I	3/23/2010	3/09/2010	YELLOW-GREEN TRACING DY 1 CS/ 4 GAL	56.84		56.84		56.84	10			1
	2 I			FREIGHT	13.58		13.58		13.58	10			1
				* INVOICE TOTALS	70.42		70.42		70.42				
				** VENDOR TOTALS *	147.72		147.72		147.72				
6098 USA MOBILITY WIRELESS INC													
T0311396C	1 I	3/23/2010	3/06/2010	PAGER EQUIP SERVICE/SHI	3.33		3.33		3.33	10			1
	2 I			PAGER EQUIP SERVICE/SHI	3.33		3.33		3.33	11			1
	3 I			PAGER EQUIP SERVICE/SHI	3.33		3.33		3.33	21			1
	4 I			PAGER EQUIP SERVICE/SHI	9.99		9.99		9.99	10			1
				* INVOICE TOTALS	19.98		19.98		19.98				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
** VENDOR TOTALS *					19.98		19.98		19.98				
6135 UNIFIRST CORPORATION													
PO 10301	1 I	3/23/2010	3/12/2010	SHOP TOWELS, SOAP, AIR	20.80		20.80		20.80	10			1
	2 I			SHOP TOWELS, SOAP, AIR	20.80	10-30-2009	20.80		20.80	11			1
	3 I			SHOP TOWELS, SOAP, AIR	20.80	11-31-2009	20.80		20.80	21			1
	4 I			2 WK UNIFORM RENT/CLEAN	87.60	21-41-2009	87.60		87.60	01			1
	5 I			2 WK UNIFORM RENT/CLEAN	14.36	01-03-2012	14.36		14.36	01			1
	6 I			2 WK UNIFORM RENT/CLEAN	125.93	01-20-2016	125.93		125.93	10			1
	7 I			2 WK UNIFORM RENT/CLEAN	130.66	10-30-2016	130.66		130.66	11			1
	8 I			2 WK UNIFORM RENT/CLEAN	14.06	11-31-2016	14.06		14.06	14			1
	9 I			2 WK UNIFORM RENT/CLEAN	76.30	14-34-2012	76.30		76.30	21			1
				2 WK UNIFORM RENT/CLEAN		21-41-2016							
* INVOICE TOTALS					511.31		511.31		511.31				
** VENDOR TOTALS *					511.31		511.31		511.31				
6280 VOICE PRODUCTS INC													
34306	1 I	3/23/2010	3/15/2010	16 CH RECORDING SYSTEM MONTHLY EQUIPMENT RENTA	350.00		350.00		350.00	01			1
						01-02-2040							
** VENDOR TOTALS *					350.00		350.00		350.00				
6300 WAL-MART COMMUNITY													
MARCH 2010	1 I	3/23/2010	3/12/2010	MISC SUPPLIES	20.96		20.96		20.96	12			1
	2 I			MISC SUPPLIES	51.46	12-32-2004	51.46		51.46	12			1
	3 I			MISC SUPPLIES	2.76	12-32-2009	2.76		2.76	30			1
	4 I			MISC SUPPLIES	4.27	30-50-2004	4.27		4.27	30			1
	5 I			MISC SUPPLIES	17.14	30-50-2009	17.14		17.14	30			1
	6 I			MISC SUPPLIES	225.23	30-50-2046	225.23		225.23	30			1
	7 I			MISC SUPPLIES	2.96	30-50-2092	2.96		2.96	30			1
						30-50-2094							
* INVOICE TOTALS					324.78		324.78		324.78				
** VENDOR TOTALS *					324.78		324.78		324.78				
6345 WASTE CONNECTIONS INC													
185473	1 I	3/23/2010	4/01/2010	QUARTERLY COLLECTION FE	24.00		24.00		24.00	01			1
	2 I			QUARTERLY COLLECTION FE	56.84	01-02-2013	56.84		56.84	10			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ

				* INVOICE TOTALS	34.66		34.66		34.66				
				** VENDOR TOTALS *	34.66		34.66		34.66				
				BANK TOTALS	58723.28		58723.28		58723.28				
				TOTAL MANUAL CHECKS					.00				
				TOTAL E-PAYMENTS					.00				
				TOTAL PURCH CARDS					.00				
				TOTAL OPEN PAYMENTS					58723.28				
				GRAND TOTALS	58723.28		58723.28		58723.28				

CK #	DATE	PAYEE	DESCRIPTION	DEPARTMENT	AMOUNT
41832	02/15/10	Family Video	Movies for SOS Day - Check was for \$13.66 instead of \$14.52	Recreation - Latchkey	(0.86)
41847	02/19/10	Penny Mundell	Refund for Dog Tag - Outside City Limits - Rcpt. #83538	General Revenue - Animal Licenses	30.00
41848	02/22/10	Kansas Highway Patrol	Lunch & Training for Crites & Case - Inv. #280-10-068	Police - Training/Educ/Travel	20.00
41849	02/22/10	Mainstream, Inc.	Registration Fee for Jeana Morgan for Grant Writing Workshop	CRA Grant - Miscellaneous	80.00
41850	02/23/10	Adventure Sports	Refill for SCUBA Units	Wastewater - Miscellaneous	6.00
41851	02/23/10	Tiffany Dorsey	Refund Deposit on Comm. Bldg. Rental 2/17 - Rcpt. #83526	General Revenue - Bldg. Rentals	50.00
41852	02/23/10	Tess Haws	Refund Deposit on Comm. Bldg. Rental 2/20 - Rcpt. #83216	General Revenue - Bldg. Rentals	50.00
41853	02/24/10	Alicia Yeary	Refund for Overpayment on Court Fines - Rcpt. #10873	General Revenue - Court Fines	1.00
41854	02/26/10	University of Kansas	Registration Fee for KUCE Conference for Bob Wethington	Planning - Miscellaneous	35.00
41855	03/02/10	Pizza Hut	Pizza for Recreation Programs on 3/2	Recreation - Programs	40.00
41856	03/02/10	Jack Wilson	Refund for Dog Tag - Outside City Limits - Rcpt. #83683	General Revenue - Animal Licenses	60.00
41857	03/05/10	Sam's Club	Items for the Vending Machine	Law Enf. - Vending Machine	80.80
41858	03/05/10	Papa John's	Pizza for HAC Drug Prevention Education	Special Alcohol - Prevention/Educ.	54.00
41859	03/05/10	Donovan Auto & Truck Center	Part for Truck #48 - Inv. #119304-1	Street - Equipment Maintenance	6.00
41860	03/05/10	Robert Tucker II	Refund for Fuel to Backflow Prevention Meeting in Newton, KS	Wastewater - Training/Educ/Travel	3.00
41861	03/05/10	Jennifer Hauber	Refund Deposit on Comm. Bldg. Rental 2/27 - Rcpt. #83464	General Revenue - Bldg. Rentals	50.00
41862	03/05/10	Cindy Schuelke	Refund Deposit on Comm. Bldg. Rental 2/28 - Rcpt. #83413	General Revenue - Bldg. Rentals	50.00
41863	03/05/10	Dollar Tree	Items for Daddy/Daughter Date Night on 3/6	Recreation - Programs	12.00
41864	03/08/10	James Smith	Refund \$100 on Court Ticket #58084 - Rcpt. #11005	General Revenue - Court Fines	20.00
				General Revenue - Court Costs	55.50
				General Revenue - Court Adm. Fee	5.00
				General Revenue - Court LE Fee	19.00
				General Revenue - Court Judge Fee	0.50
41865	03/08/10	City of Haysville	Refund Portion of Rcpt. #11005 to Apply to Rcpt. #11004	General Revenue - Court Fines	15.00
41866	03/09/10	Laura Nicholas	Refund Deposit on HAC Rental 2/20 - Rcpt. #35430	Recreation Revenue - Misc.	50.00
41867	03/09/10	Vickie Kloxin	Refund Deposit on HAC Rental 2/26 - Rcpt. #35622	Recreation Revenue - Misc.	50.00
41868	03/09/10	Deanna Fifer	Refund Deposit on HAC Rental 2/27 - Rcpt. #35653	Recreation Revenue - Misc.	50.00
41869	03/09/10	Bobbie Shelley	Refund Fee for Daddy/Daughter Date Night - Rcpt. #35850	Recreation Revenue - Programs	20.00
41870	03/09/10	Sam's Club	Food Items for Latchkey Program	Recreation - Latchkey	449.24
41871	03/10/10	Tess Haws	Refund Deposit on Comm. Bldg. Rental 3/6 - Rcpt. #83216	General Revenue - Bldg. Rentals	50.00
41872	03/10/10	Doris Parker	Refund for Pictures for Tiny-Tot T-Ball - Rcpt. #35306	Recreation Revenue - Programs	5.00
41873	03/10/10	David New	For Economic Dev. Strategic Planning Meeting	General Government - Misc.	30.00
41874	03/10/10	Office Depot	Post-it Note Easel Pads for Economic Development	General Government - Misc.	59.98
41875	03/10/10	KDHE - Bureau of Water	Testing Fees for Tucker, Farmer, Martinez, McMillan, Simons	Wastewater - Training/Educ/Travel	50.00
				Water - Training/Educ/Travel	75.00
41876	03/15/10	Sam's Club	Items for HAC & Pool Concessions	Recreation - Concessions	80.24
				Pool - Concessions	63.99
41877	03/17/10	Teri Sanders	Start-up Cash for Plagens-Carpenter Concession Stand	Recreation - P-C Concessions	150.00
41878	03/17/10	Sam's Club	Items for Plagens-Carpenter & Pool	Recreation - P-C Concessions	97.48
				Recreation - Concessions	6.98
				Recreation - Materials	21.80
				Recreation - P-C Sports Complex	40.72
41879	03/17/10	Western Imaging, Inc.	Court Office Expenses - Inv. #55640	Municipal Court - Office Expense	8.52
41880	03/18/10	Laura Norman	Refund Deposit on Comm. Bldg. - Cancellation - Rcpt. #83794	General Revenue - Bldg. Rentals	150.00
41881	03/18/10	KS Secretary of State	Notary Application Filing Fee for Camille Tullis	General Government - Misc.	25.00
				TOTAL CHECKS WRITTEN	2,275.89

VENDOR NO	NAME	PAYMENT AMT
6407	WESTAR ENERGY	5,225.31
	REPORT TOTAL	<u>5,225.31</u>

FUND	NAME	TOTAL
01	GENERAL FU	5,225.31
	TOTAL	<u>5,225.31</u>

HKMESSAGE
04.02.09

Mon Mar 8, 2010 3:19 PM

City of Haysville
SCHEDULED CLAIMS LIST

OPER: DMH

PAGE 1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ

				INTRUST									
				6407 WESTAR ENERGY									
2/2010	1 I	3/11/2010	3/03/2010	CITY WIDE STREET LIGHT FEBRUARY 2010	5225.31		5225.31		5225.31	01			1
				** VENDOR TOTALS *	5225.31		5225.31	01-08-2003	STREET LIGHT UTILITIES 5225.31				
				BANK TOTALS	5225.31		5225.31		5225.31				
				TOTAL MANUAL CHECKS					.00				
				TOTAL E-PAYMENTS					.00				
				TOTAL PURCH CARDS					.00				
				TOTAL OPEN PAYMENTS					5225.31				
				GRAND TOTALS	5225.31		5225.31		5225.31				

ZIMMERMAN PROPERTIES CONSTRUCTION, LLC
1730 E. REPUBLIC ROAD
SPRINGFIELD, MO 65804
417-883-1632
417-889-0973 FAX

March 4, 2010

City of Haysville
401 S. Jane
Haysville, Kansas 67060

Dear Mr. Randal Dorner,

We just wanted to let you know how smooth our project, Bridgewater Apartments Phase II went from start to finish. We would like to acknowledge your inspectors and the tough, but thorough job they did. We keep these projects for many years and were glad to see that your inspectors went by the book and helped us to maintain a high level of quality and workmanship in an effort to keep our properties up and running smooth for years to come. We appreciate your assistance with this project and look forward to doing business in Haysville again.

Sincerely,



Matt Zimmerman
Zimmerman Properties Construction, LLC
Senior Vice President

Council Action Requests: Open Cases and Requests Received 1st Quarter 2010

 Cleared request

 Case in Municipal Court System

 Request forwarded to different department

To: **Public Works Director # 103-10**

Date: 3-13-2010

Address of Request: Baughman and Grand

Action Requested: This regards the signs for the developments in ward 3...The signs are located along East Grand and on South Jane. Have those Developments been filled to the point that, per our sign ordinance, they should be removed.
If so...Please advise the operators.

Please: Check Into

Submitted by: Keith Pierce

UPDATE:

Remarks from Staff: Checking with developer to see how many more homes are for sale.

Staff:

Staff Name: Randy Dorner

Date: 3-15-2010

COUNCIL CONCERNS – CITY COUNCIL MEETING OF MARCH 8, 2010

RECAP/UPDATE – MARCH 19, 2010

In order to better ensure that all Council Concerns are answered/addressed, a Recap/Update sheet will be included in the packet. Concerns will be taken directly from the draft minutes. Any Council Concerns will be included on the sheet, including those answered during the meeting. Those Concerns not answered during the meeting or when there is additional information/clarification will include an Update. Following are the Council Concerns stated during the meeting of March 8, 2010.

Councilperson Keith Pierce

- Councilperson Keith Pierce asked if Council would need to make a motion to specify charges and insurance for renting Home Town Market. Mayor Ken Hampton advised staff would look into it and bring it back to the next Council Meeting.
- **March 19 Update:** A new ordinance is being submitted to Council specifying insurance requirements when renting out any City of Haysville facility.

Councilperson Steve Crum

- Councilperson Steve Crum advised he had seen on the news that the State was releasing \$3 million in stimulus money for energy efficient public buildings. Crum asked if the City would qualify for this with the remodel. Director of Governmental Services Carol Neugent stated the buildings would not be energy efficient certified, and the community does not qualify as a low income area. Neugent stated they would look again.
- **March 19 Update:** Staff is researching the issue.

➤ **Previous Council Concerns Updates**

Councilperson Derrick Slocum

- Councilperson Derrick Slocum had a concern about the red boxes across the street from City Hall stating it looked like a dumpster with things piled on the outside. Slocum stated he personally was not a big fan of the boxes sitting out on our main thoroughfares and wanted to know if the City was informed when these boxes were put up. Public Works Director Randy Dorner stated he would have to check to see if the City contacted. Dorner stated he had called them before after the garage sale weekend he was only able to get and answering machine. Councilperson Sandy Bradshaw stated it appeared to be a donation box of some kind, but her understanding was that it really was more of a business and wondered if they should have acquired some kind of business license. Mayor Ken Hampton stated staff would follow up and see if there were code and permit violations.
- **January 22 Update:** Staff is doing further research at this time and several alternatives are being looked at.

- **January 25 Update:** Mayor Ken Hampton asked Public Works Director Randal Dorner to report on Councilperson Slocum's concern from the last Council meeting about the red donation boxes. Dorner reported they had narrowed it down to four different items they could look at. Dorner said they discussed it with the City of Wichita who have regulations in place. Dorner said staff had come to the conclusion they met the requirements of a temporary portable business and that gives them three months to be at that location. Dorner stated they need to be behind the building setback, so they will have to move a couple of their red boxes back from the present location.
- **February 5 Update:** Registered letter sent. No return receipt as of this date.
- **February 18 Update:** Staff is still researching this issue and there has been no response to the registered letter sent.
- **March 4 Update:** Code Enforcement Officer Rick Linebarger received the certified letter sent back unopened on February 25, 2010. Staff is doing further research into this issue to come up with another solution.
- **March 19 Update:** Staff is researching a wide variety of options including pursuing a nuisance violation.

Councilperson Steve Crum

- Councilperson Steve Crum asked about the possibility of putting a crosswalk or some kind of signage on Baughman between the Weckworth buildings to allow employees to cross safely. Police Chief Mike McElroy stated he would look into it and get back with him at a later time.
- **December 23 Update:** Staff met with the City Attorney to discuss the issue and a meeting will be scheduled after year end to continue discussion.
- Councilperson Steve Crum asked if there was security required when the band shell at the park is rented out. City Clerk Beverly Rodgers stated it was not a requirement. Crum stated the City should have a policy to have some type of security there. Crum stated he understood there was trouble over there a couple of weeks ago and if there was going to be a band over there, there needs to be security there.
- **October 23 Update:** Staff is doing research and information will be brought back at a later time.
- **February 18 Update:** Staff is researching this issue further to come up with a resolution.
- **March 4 Update:** Police Chief Mike McElroy has put together costs for the Haysville Police Department to provide security and City Clerk Beverly Rodgers has sent it to City Attorney Alison McKenny-Brown, so she can prepare an ordinance. The Police Department is recommending that park security be provided only by Haysville Police Officers with a minimum of two officers at each event. Staff is in the process of resolving the issue.
- **March 19 Update:** A new ordinance is being submitted to Council outlining security requirements when the band shell is rented out.

Councilperson Keith Pierce

- Councilperson Pierce asked Council to reconsider the pros and cons of four year terms of Council versus the two year terms. Pierce said it could be discussed later. (September 8, 2008)
- **February 6 Update:** During the January 12, 2009 Council meeting Councilperson Pierce reiterated that he would still like to address the length of terms for Councilpersons but was going to wait until the upcoming elections were over.

No Supporting Documents