

CITY OF HAYSVILLE

Agenda

February 26, 2018

CALL TO ORDER

ROLL CALL

INVOCATION BY: Pastor David Vetter, West Haysville Baptist Church

PLEDGE OF ALLEGIANCE

PRESENTATION AND APPROVAL OF MINUTES

- A. [Minutes of February 12th, 2018](#)

ITEM #1 CITIZENS TO BE HEARD

- A. Sedgwick County Fire Department

ITEM #2 APPROVAL OF LICENSES AND BONDS

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. [A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES B, 2018, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.](#)

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Governing Body Announcements
- B. [Memo to Council Re: New Business](#)

ITEM #5 OLD BUSINESS

- A. [KDHE Project Update](#)

ITEM #6 OTHER BUSINESS

- A. [Consideration of Supplemental Agreement with PEC Re: Country Lakes Design](#)

B. [Consideration of 2018 Abatement Provider](#)

ITEM #7 DEPARTMENT REPORTS

A. Administrative Services – Will Black

B. City Clerk – Janie Cox

C. Police – Jeff Whitfield

D. Public Works – Tony Martinez

E. Recreation – Georgie Carter

ITEM #8 APPOINTMENTS

ITEM #9 OFF AGENDA CITIZENS TO BE HEARD

ITEM #10 EXECUTIVE SESSION

ITEM #11 BILLS TO BE PAID

A. [Bills to be Paid for the Last Half of February](#)

ITEM #12 CONSENT AGENDA

ITEM #13 COUNCIL ITEMS

A. Council Concerns

B. [Council Action Request Updates](#)

a. [120 Stearns](#)

b. [Cottonwood and Twin Pines](#)

c. [North Ward Parkway and Grand](#)

ITEM #14 ADJOURNMENT

The Regular Council Meeting was called to order by Mayor Bruce Armstrong at 7:00 p.m. in the Haysville Municipal Building, 200 West Grand Avenue.

Roll was taken by Recording Secretary Ginger Cullen: Kessler here, Walters here, Rardin here, Ewert here, Benner here, Parton here, Crum here, Thompson here.

Invocation was given by Pastor David Vetter of the West Haysville Baptist Church.

Mayor Bruce Armstrong led everyone present in the Pledge of Allegiance.

Under Presentation and Approval of Minutes, Mayor Bruce Armstrong presented for approval the Minutes of January 22nd, 2018.

Motion by Kessler – Second by Rardin

Make a motion we approve the minutes of January 22nd, 2018.

Kessler yea, Walters abstain, Rardin yea, Ewert yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

Under Presentation and Approval of Minutes, Mayor Bruce Armstrong presented for approval the Minutes of a Special Meeting on January 29th, 2018.

Motion by Parton – Second by Benner

I make a motion we accept the minutes of the special meeting on January 29th, 2018.

Kessler yea, Walters yea, Rardin yea, Ewert abstain, Benner yea, Parton yea, Crum abstain, Thompson yea.

Motion declared carried.

Under Citizens to be Heard, Mayor Bruce Armstrong called for Kenny Edwards, President of the Southampton Homeowners Association. **Kenny Edwards, 910 S. Melvin Ct.**, discussed the rip-rap work that had been scheduled to occur around the pond in Southampton Estates since September but has not yet taken place. Speaking on behalf of residents with back yards that abut the pond, he expressed concern for the amount of dirt that was being washed from yards due to the lack of rip-rap and encouraged action now, as water in the pond is very low. Mayor Armstrong advised that the company contracted to perform the work now has a signed agreement, which gives a deadline for work to begin of February 28th. He stated the contractor would incur a penalty of \$100 per day for each day the work is not completed after that time. Mayor Armstrong allowed other residents from the area to speak. **Robert Nunn, 628 Chatta**, discussed the problem as well, and mentioned that drainage throughout the Meridian corridor is insufficient. He urged for the dirt work and rip-rap to be done, but was concerned that unless drainage issues nearby are addressed, it would be of much use. Mayor Armstrong advised Meridian Avenue is under Sedgwick county jurisdiction, and the county has no immediate plan to address drainage and other improvements in the immediate future. Additional citizens **Roger Ellert, 622 Shira Ct.**, and **Jeff Lamkin, 609 Shira Ct.**, weighed in on the issue, discussed trees around the pond, the lifespan of the rock being used, and asked about handicapped accessibility for Kirby Park and the pond, similar to

Regular Council Meeting

February 12, 2018

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the fishing dock at Old Oak. Mayor Armstrong advised a citizen from the area has brought that information to the attention of the Park Board.

There were no Licenses or Bonds for Approval.

Under Introduction of Ordinances and Resolutions, Mayor Bruce Armstrong presented A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES B, 2018, OF THE CITY OF HAYSVILLE, KANSAS. Bret Shogren, of Haysville's financial advisors George K. Baum and Company, reviewed the process for offering temporary notes and recommended the notes be offered to local banks due to the relatively small dollar amount being sought. Shogren suggested using local banks, and explained it is mutually beneficial to the city and the local economy, as interest rates would likely be lower and the city's money would stay in the area, rather than going to a national entity.

Motion by Crum – Second by Parton

I'll make a motion to pass A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES B, 2018, OF THE CITY OF HAYSVILLE, KANSAS.

Kessler yea, Walters yea, Rardin yea, Ewert yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

Under Notices and Communications, Mayor Bruce Armstrong called for Governing Body Announcements. Councilperson Pat Ewert reviewed upcoming activities at the Senior Center.

Under Notices and Communications, Mayor Bruce Armstrong presented a Memo to Council Regarding New Businesses, a Thank You Card from Mike Kanaga, and a Thank You card from Pat Ewert.

Under Old Business, Mayor Bruce Armstrong presented KDHE Water Connection Project Update. Public Works Director Tony Martinez advised 35,000 linear feet of pipe had been installed to date. He stated February 23rd was the deadline for residents to submit their access agreements and advised 207 agreements had been received this far.

Under Other Business, Mayor Bruce Armstrong presented Consideration of Vacation of Greenwood Street.

Motion by Kessler – Second by Ewert

I make a motion we approve the vacation request for Greenwood Street.

Kessler yea, Walters yea, Rardin yea, Ewert yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

Under Other Business, Mayor Bruce Armstrong presented Consideration of Purchase of Water Materials. Public Works Director Tony Martinez reviewed details of the request.

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Motion by Parton – Second by Benner

I make a motion we allow them to purchase the water materials for a total of \$44,282.36. Kessler yea, Walters yea, Rardin yea, Ewert yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

Under Other Business, Mayor Bruce Armstrong presented Consideration of Excavator Repairs. Public Works Director Tony Martinez reviewed details of the request and was available to answer questions from Council.

Motion by Kessler – Second by Rardin

I make a motion we approve the repair as presented.

Kessler yea, Walters yea, Rardin yea, Ewert yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

Under Other Business, Mayor Bruce Armstrong presented Consideration of Agreement with Just Tri for Youth Triathlon Partnership. Recreation Director Georgie Carter reviewed details of the request and was available to answer questions from Council.

Motion by Crum – Second by Parton

I make a motion that we approve this agreement between the City of Haysville and Sarah Brown in accordance with the Just Tri event.

Kessler yea, Walters yea, Rardin yea, Ewert yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

Under Other Business, Mayor Bruce Armstrong presented Consideration of HAC's Paint the Night Event on March 16, 2018. Recreation Director Georgie Carter reviewed details of the request and was available to answer questions from Council.

Motion by Kessler – Second by Walters

I make a motion we approve HAC's Paint the Night Event on March 16th, 2018.

Kessler yea, Walters yea, Rardin yea, Ewert yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

Under Other Business, Mayor Bruce Armstrong presented Consideration of HAC's Paint the Night Event on June 1, 2018. Recreation Director Georgie Carter reviewed details of the request and was available to answer questions from Council.

Motion by Parton – Second by Ewert

I make a motion we approve the Temporary Special Event Permit for the Paint the Night on June 1st, 2018.

Kessler yea, Walters yea, Rardin yea, Ewert yea, Benner yea, Parton yea, Crum yea, Thompson yea.

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Motion declared carried.

Mayor Bruce Armstrong asked for Department Reports.

Chief Administrative Officer Will Black introduced Economic Development Director Zach McHatton, who reviewed the Home Show. Councilperson Steve Crum thanked city staff for their efforts in putting the booth together.

City Clerk Janie Cox announced City offices would be closed on February 19th for Presidents' Day.

Police Chief Jeff Whitfield advised the visiting officer was Master Police Officer Glen Davidson. He also advised Coffee with a Cop would be at Haysville Middle School on February 14th.

Public Works Director Tony Martinez advised the final layer of asphalt would be placed in Orchard Acres as soon as weather permits.

Recreation Director Georgie Carter advised of upcoming events at the Activity Center including youth soccer, baseball, softball and Daddy Daughter Date Night. She advised pool sales would be on April 2nd, and stated a report had been placed in the packet regarding attendance and sales numbers for the Recreation Department.

Under Appointments, Mayor Bruce Armstrong presented Appointment of Mayor Armstrong to the Park Board. He advised this was for information only and did not require approval from Council.

Under Appointments, Mayor Bruce Armstrong presented Appointment of Mayor Armstrong to the Library Board. He advised this was for information only and did not require approval from Council.

Under Appointments, Mayor Bruce Armstrong presented Appointment of Daniel Benner to the Bicycle Pedestrian Advisory Committee.

Motion by Crum – Second by Parton

I make a motion that we allow you to appoint Daniel Benner to the Bicycle Pedestrian Advisory Committee.

Kessler yea, Walters yea, Rardin yea, Ewert yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

Under Appointments, Mayor Bruce Armstrong presented Appointment of Pat Ewert to the Historic Committee.

Motion by Crum – Second by Parton

I make a motion we allow you to appoint Pat Ewert to the Historic Committee.

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Kessler yea, Walters yea, Rardin yea, Ewert yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

There were no Off Agenda Citizens to be Heard.

There was no Executive Session.

Under Bills to be Paid, Mayor Bruce Armstrong presented the Bills to be Paid for the First Half of February.

Motion by Ewert – Second by Walters

I make a motion that we pay the First Half of February Bills.

Kessler yea, Walters yea, Rardin yea, Ewert yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

There was nothing under the Consent Agenda.

Under Council Items, Mayor Bruce Armstrong asked for Council Concerns. Councilperson Russ Kessler asked if a request could be given to Sedgwick County to move the 55MPH speed limit sign further south on Meridian, as vehicles tend to begin accelerating before reaching the sign, which makes entry and exit on Saddlebrooke unsafe. Councilperson Bob Rardin asked to readdress a code enforcement rule regarding elevation of wood stored outdoors.

Under Council Items, Public Works Director Tony Martinez advised the residence at 120 Stearns had been confirmed to have active trash service, but case was still pending until code enforcement is able to make contact with the renter or owner.

Mayor Bruce Armstrong presented for approval Adjournment.

Motion by Kessler – Second by Ewert

Mayor and Council, I make a motion we adjourn tonight's meeting.

Kessler yea, Walters yea, Rardin yea, Ewert yea, Benner yea, Parton yea, Crum yea, Thompson yea.

Motion declared carried.

The Regular Council Meeting adjourned at 7:45 p.m.

Janie Cox, City Clerk

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Agenda

RESOLUTION NO. 18-[]

OF

THE CITY OF HAYSVILLE, KANSAS

ADOPTED

FEBRUARY 26, 2018

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2018**

RESOLUTION

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RESOLUTION NO. 18-[]

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES B, 2018, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Haysville, Kansas (the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (collectively the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Southampton Estates 3 rd Addition – Paving and Drainage Improvements	18-01	12-6a01 <i>et seq.</i>	\$161,000
Southampton Estates 3 rd Addition and Southampton Estates Addition – Sanitary Sewer Improvements	18-02	12-6a01 <i>et seq.</i>	47,000
Southampton Estates 3 rd Addition – Storm Water Drain Improvements	18-03	12-6a01 <i>et seq.</i>	98,000
Southampton Estates 3 rd Addition – Water Distribution Line Improvements	18-04	12-6a01 <i>et seq.</i>	<u>32,000</u>
<i>Total:</i>			<i>\$338,000</i>

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

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$340,000* to pay the costs of the Improvements.

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 Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

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

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

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

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

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

[**“Cede & Co.”** means Cede & Co., as nominee of DTC.]

“City” means the City of Haysville, Kansas.

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

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

“Consulting Engineer” means an independent engineer or engineering 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 Note Resolution.

“Costs of Issuance” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, placement agent fees, all legal fees and expenses of Bond Counsel and other legal counsel,

expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Temporary Notes, Series B, 2018 created pursuant to *Section 501* hereof.

“Dated Date” means March 15, 2018.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series B, 2018 (within the Bond and Interest Fund) created pursuant to *Section 501* hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

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

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

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

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

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

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

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series B, 2018 created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

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

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Note which shall be February 1 and August 1 of each year, commencing August 1, 2018.

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

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

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

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

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

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

“Note Purchase Agreement” means the Note Purchase Agreement dated as of February 26, 2018 between the Issuer and the Purchaser.

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

“Note Registrar” means the State Treasurer and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the General Obligation Temporary Notes, Series B, 2018, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

City Hall
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]
[Purchaser Address]
Fax: [Fax]

(d) To the Rating Agency(ies):

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

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

“Notice Representative” means:

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

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

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

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

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

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

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

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

“Purchase Price” means the amount set forth in the Note Purchase Agreement.

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

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

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

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

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

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

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

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

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

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

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

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

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

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series B, 2018, of the Issuer in the principal amount of \$340,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance.

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

Stated Maturity	Principal Amount	Annual Rate of Interest
<u>August 1</u> 2019	\$340,000*	[]%

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

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

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

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

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

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

The principal or Redemption Price of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. The interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest [(a)] by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co., by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed].

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of

such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

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

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

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

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

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

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

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

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

Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

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

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

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

Section 212. Sale of the Notes – Note Purchase Agreement. The execution of the Note Purchase Agreement by the President of the Council is hereby ratified and confirmed. Pursuant to the Note Purchase Agreement, the Issuer agrees to sell the Notes to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on February 1, 2019, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

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

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR NOTES

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

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

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

- (a) Improvement Fund for General Obligation Temporary Notes, Series B, 2018.
- (b) Debt Service Account for General Obligation Temporary Notes, Series B, 2018.
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series B, 2018.

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

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

- (a) All excess proceeds, if any, received from the sale of the Notes shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

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

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Consulting Engineer that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

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

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

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

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

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be

made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair

any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

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

ARTICLE VIII

TAX COVENANTS

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

judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

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

ARTICLE IX

MISCELLANEOUS PROVISIONS

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

Section 902. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

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

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

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate

proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

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

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

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

Section 903. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

Section 904. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative

at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

Section 905. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 906. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 907. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 908. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. Effective Date. This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on February 26, 2018.

(SEAL)

President of the Council

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on February 26, 2018, as the same appears of record in my office.

DATED: February 26, 2018.

Clerk

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**EXHIBIT A
(FORM OF NOTES)**

**REGISTERED
NUMBER _____**

**REGISTERED
\$**

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

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF HAYSVILLE
GENERAL OBLIGATION TEMPORARY NOTE
SERIES B, 2018**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: March 15, 2018**

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 February 1 and August 1 of each year, commencing August 1, 2018 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable [(a)] by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner[]; or (b) in the case of an interest payment to Cede & Co. or, by electronic transfer to such Owner upon written notice given to the Note

Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.] The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

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

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

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

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

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

CITY OF HAYSVILLE, KANSAS

(Facsimile Seal)

By: _____
(manual or facsimile)
Mayor

ATTEST:

By: _____
(manual or facsimile)
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

By: _____
(manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series B, 2018, of the City of Haysville, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

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

By: _____

Registration Number: 1120-087-031518-____

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series B, 2018,” aggregating the principal amount of \$340,000* (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. 12-6a01 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

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

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

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

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

LEGAL OPINION

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

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

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

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

Dated _____

Name

Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Haysville, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of March 15, 2018.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Facsimile Seal)

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

NOTE PURCHASE AGREEMENT

BETWEEN

THE CITY OF HAYSVILLE, KANSAS

AND

**[PURCHASER]
[PURCHASER CITY, STATE]**

\$340,000*

GENERAL OBLIGATION TEMPORARY NOTES

SERIES B, 2018

DATED AS OF MARCH 15, 2018

\$340,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2018

February 26, 2018

Mayor and City Council
City of Haysville, Kansas

NOTE PURCHASE AGREEMENT

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Note Purchase Agreement, [Purchaser], [Purchaser City, State] (the "Purchaser"), hereby offers to purchase all (but not less than all) of the above-described notes (the "Notes"), to be issued by the City of Haysville, Kansas (the "Issuer"), under and pursuant to a Resolution to be adopted by the City Council of the Issuer (the "Governing Body") on this date (the "Note Resolution"). All capitalized terms not specifically defined herein shall have the same meaning as defined in the Note Resolution, unless some other meaning is plainly indicated.

This offer is made subject to acceptance of this Note Purchase Agreement by or on behalf of the Governing Body on or before 10:00 p.m., applicable Central time, on this date (the "Sale Date").

SECTION 1. PURCHASE, SALE AND DELIVERY OF THE NOTES

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, the Purchaser agrees to purchase from the Issuer and the Issuer agrees to sell to the Purchaser the Notes not later than 12:00 Noon, applicable Central time on March 15, 2018, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Purchaser at the purchase price set forth on *Exhibit A* attached hereto, without accrued interest (the "Purchase Price"). The date of such delivery and payment is herein called the "Closing Date," the hour and date of such delivery and payment is herein called the "Closing Time" and the transactions to be accomplished for delivery of the Notes on the Closing Date shall be herein called the "Closing." The Notes shall be issued under and secured as provided in the Note Resolution and the Notes shall have the maturities and interest rates as set forth therein and on *Exhibit A* attached hereto, which also contains a summary of the redemption provisions of the Notes. The Notes shall contain such other provisions as are described in the Note Resolution.

(b) The Issuer acknowledges and agrees that: (1) the purchase and sale of the Notes pursuant to this Note Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Purchaser; (2) in connection with such transaction, the Purchaser is acting solely as a principal and not as an agent or a fiduciary of the Issuer; (3) the Purchaser has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer with respect to the offering of the Notes or the process leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except with respect to the obligations expressly set forth in this Note Purchase Agreement; and (4) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Notes.

(c) Payment of the Purchase Price for the Notes shall be made by federal wire transfer or certified or official bank check or draft in immediately available federal funds, payable to the order of a financial institution to be designated by the Issuer for the account of the Issuer on or before the Closing

Time on the Closing Date. Upon such payment, the Notes shall be delivered and released upon the instructions of [the Issuer to the Purchaser][the Purchaser to The Depository Trust Company, New York, New York (“DTC”)].

(d) The delivery of the Notes shall be made in *[definitive form, as fully registered bonds (in such denominations as the Purchaser shall specify in writing at least 48 hours prior to the Closing Time)]* **[“book-entry-only” fully registered form]** duly executed and authenticated and bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Note nor the failure to print a number thereon shall constitute cause to refuse delivery of any Note); provided, however, that the Notes may be delivered in temporary form. The Notes shall be available *[at DTC]* **[for examination and packaging by the Purchaser]** at least 24 hours prior to the Closing Time.

SECTION 2. ESTABLISHMENT OF ISSUE PRICE

The Purchaser agrees to assist the Issuer in establishing the issue price of the Notes and shall execute and deliver to the Issuer at the Closing Time an “issue price” or similar certificate to accurately reflect, as applicable, the sales price of the Notes. The Purchaser is not acting as an Underwriter with respect to the Notes. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Notes (or any portion of the Notes or any interest in the Notes). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Notes, and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Notes to persons other than the Purchaser or a related party to the Purchaser. The term “Related Party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly. The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

SECTION 3. NO OFFICIAL STATEMENT

No official statement or other offering document has been prepared in connection with the sale of the Notes.

SECTION 4. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE PURCHASER

By the execution hereof the Purchaser hereby represents, warrants and agrees with the Issuer that as of the date hereof and at the Closing Time:

(a) Purchaser is a [banking corporation organized and existing under the laws of the State of Kansas] [national banking association] with its principal corporate offices located in [City, State], and, pursuant to all necessary corporate action, is authorized to purchase the Notes and to execute and perform this Note Purchase Agreement.

(b) Purchaser is knowledgeable and experienced in financial and business matters and is capable of evaluating investment merit and risks associated with its purchase of the Notes. The Purchaser has been furnished and has reviewed the provisions of the Note Resolution relating to the authorization of and security for payment of the Notes. Prior to the execution hereof Purchaser also obtained and examined

such financial records and information necessary in order to enable itself to fully evaluate the terms and provisions of the Notes and of the Note Resolution authorizing their issuance and providing for the payment thereof and the financial and investment merits and risks associated with the purchase of the Notes. On the basis of such information materials and Purchaser's investigation, Purchaser has made the decision to purchase the Notes and has not relied upon any representations of the Issuer or any of its officers or employees with respect to the Notes.

(c) Purchaser is purchasing the Notes as an investment for its own account and not with a view to the sale, redistribution or other disposition thereof in the ordinary course of business in a transaction not amounting to a public offering as contemplated by Section 4(2) of the Securities Act of 1933, as amended (the "1933 Act"). Purchaser acknowledges that the Notes will not be registered under the 1933 Act or any applicable state securities law.

SECTION 5. ISSUER'S REPRESENTATIONS AND WARRANTIES

By the Issuer's acceptance hereof the Issuer hereby represents and warrants to, and agrees with, the Purchaser that as of the date hereof and at the Closing Time:

(a) The Issuer is a municipal corporation duly organized under the laws of the State of Kansas (the "State").

(b) The Issuer has complied with all provisions of the Constitution and laws of the State and has full power and authority to consummate all transactions contemplated by the Note Resolution and this Note Purchase Agreement, and all other agreements relating thereto.

(c) The Issuer has duly authorized by all necessary action to be taken by the Issuer: (1) the adoption and performance of the Note Resolution; (2) the execution, delivery and performance of this Note Purchase Agreement; (3) the execution and performance of any and all such other agreements and documents as may be required to be executed, delivered and performed by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Note Resolution and this Note Purchase Agreement; and (4) the carrying out, giving effect to and consummation of the transactions contemplated by the Note Resolution and this Note Purchase Agreement. Executed counterparts of the Note Resolution and all such other agreements and documents specified herein will be made available to the Purchaser by the Issuer at the Closing Time.

(d) The Note Resolution and this Note Purchase Agreement, when executed and delivered by the Issuer, will be the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Issuer and further subject to the availability of equitable remedies.

(e) The Notes have been duly authorized by the Issuer, and when issued, delivered and paid for as provided for herein and in the Note Resolution, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding general obligations of the Issuer enforceable in accordance with their terms and entitled to the benefits and security of the Note Resolution (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Issuer and further subject to the availability of equitable remedies). The Notes are general obligations of the Issuer, payable as to both principal and interest, if necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer.

(f) The execution and delivery of the Note Resolution, this Note Purchase Agreement, the Notes and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation or breach of, or a default under, any existing law, regulation, court or administrative decree or order, or any agreement, ordinance, resolution, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.

(g) The Issuer is not, or with the giving of notice or lapse of time or both would not be, in violation of or in default under its organizational documents or any indenture, mortgage, deed of trust, loan agreement, notes or other agreement or instrument to which the Issuer is a party or by which it is or may be bound, except for violations and defaults which individually and in the aggregate are not material to the Issuer and will not be material to the beneficial owners of the Notes. As of the Closing Time, no event will have occurred and be continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under the Note Resolution or the Notes.

(h) The financial statements of the Issuer presented to the Purchaser, except as noted therein, present fairly and accurately the financial condition of the Issuer as of the dates indicated and the results of its operations for the periods specified, and such financial statements are prepared in conformity with generally accepted accounting principles consistently applied in all material respects for the periods involved. The Issuer has not, since the date of such financial statements, incurred any material liabilities and there has been no material adverse change in the condition of the Issuer, financial or otherwise, other than as set forth in such financial statements.

Any certificate signed by any of the authorized officials of the Issuer and delivered to the Purchaser in connection with the Closing shall be deemed a representation and warranty by the Issuer to the Purchaser as to the statements made therein.

SECTION 6. COVENANTS AND AGREEMENTS OF THE ISSUER

The Issuer covenants and agrees with the Purchaser for the time period specified, and if no period is specified, for so long as any of the Notes remain Outstanding, as follows:

(a) The proceeds of the Notes will be used as provided in the Note Resolution in accordance with the laws of the State.

(b) The proceeds of the Notes shall not be used in a manner which would jeopardize the exclusion of interest on the Notes from gross income for federal income tax purposes.

SECTION 7. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the Issuer of the Issuer's obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the Issuer's representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) The Note Resolution and the Notes shall have been duly authorized, executed and delivered in the form heretofore approved by the Purchaser with only such changes therein as shall be mutually agreed upon by the Issuer and the Purchaser.

(b) At the Closing Time, the Purchaser shall receive:

(1) An opinion dated as of the Closing Date of Gilmore & Bell, P.C. (“Bond Counsel”), substantially in the form attached hereto as *Exhibit B*.

(2) A certificate of the Issuer, satisfactory in form and substance to the Purchaser, dated as of the Closing Date, to the effect that: (A) since the date of the financial statements provided to the Purchaser, there has not been any material adverse change in the business, properties, financial condition or results of operations of the Issuer, whether or not arising from transactions in the ordinary course of business, from that set forth in such financial statements, and except in the ordinary course of business or as set forth in such financial statements, the Issuer has not incurred any material liability; (B) there is no action, suit, proceeding or, to the knowledge of the Issuer, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer, its officers or its property or, to the best of the knowledge of the Issuer, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated hereby or by the Note Resolution, the validity or enforceability of the Notes or the Note Purchase Agreement, or the levy and collection of ad valorem taxation in amounts necessary to provide for payment of the principal of and interest on the Notes which are not disclosed herein or in such financial statements; (C) the Issuer has duly authorized, by all necessary action, the execution, delivery and due performance by the Issuer of this Note Purchase Agreement; and (D) the representations and warranties of the Issuer set forth in this Note Purchase Agreement were accurate and complete as of the date hereof and are accurate and complete as of the Closing Time.

(3) An executed Federal Tax Certificate, satisfactory in form and substance to the Purchaser, dated as of the Closing Date, with an attached completed and executed IRS Form 8038-G.

(4) Such additional certificates, legal and other documents, listed on a closing agenda to be approved by Bond Counsel and counsel to the Purchaser, as the Purchaser may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Note Resolution, or as Bond Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Purchaser.

Subsequent to Closing, the Purchaser shall receive a complete Transcript of the Proceedings relating to the issuance of the Notes, which shall specifically include each of the forgoing documents.

SECTION 8. CONDITIONS TO THE ISSUER'S OBLIGATIONS

The obligations of the Issuer hereunder are subject to the Purchaser's performance of its obligations hereunder.

SECTION 9. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel the obligation hereunder to purchase the Notes (such cancellation shall not constitute a default for purposes of *Section 1* hereof) by notifying the Issuer in writing or by facsimile of its election to make such cancellation prior to the Closing Time, if at any time after the execution of this Note Purchase Agreement and prior to the Closing Time, the market price or marketability of the Notes, or the ability of the Purchaser to enforce contracts for the sale of the Notes, shall be materially adversely affected by any of the following events:

(a) A committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on obligations of the general character of the Notes, or the Notes.

(b) A tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the IRS shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on obligations of the general character of the Notes, or the Notes.

(c) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or litigation challenging the law under which the Notes are to be issued shall be filed in any court in the State.

(d) A stop order, ruling, regulation or official statement by, or on behalf of, the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Notes, or the issuance, offering or sale of the Notes, including all underlying obligations, as contemplated hereby, is in violation or would be in violation of any provision of the 1933 Act, the Securities Exchange Act of 1934, as amended (the "1934 Act") or the Trust Indenture Act of 1939, as amended.

(e) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Notes, or the Notes, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act.

(f) A material disruption in securities settlement, payment or clearance services affecting the Notes shall have occurred; or additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Notes or obligations of the general character of the Notes, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Purchaser.

(h) Any general banking moratorium shall have been established by federal, New York or Kansas authorities.

(i) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United

States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state.

(j) Any proceeding shall be pending or threatened by the SEC against the Issuer.

(k) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred.

SECTION 10. PAYMENT OF EXPENSES

(a) Whether or not the Notes are sold by the Issuer to the Purchaser (unless such sale be prevented at the Closing Time by the Purchaser's default), the Purchaser, unless otherwise contracted for, shall be under no obligation to pay any expenses incident to the performance of the obligations of the Issuer hereunder; nor shall the Issuer, unless otherwise contracted for, be under any obligation to pay any expenses incident to the performance of the obligations of the Purchaser hereunder (unless such sale be prevented at the Closing Time by the Issuer's default).

(b) If the Notes are sold by the Issuer to the Purchaser, except as hereinafter set forth, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Notes shall be paid by the Issuer out of the proceeds of the Notes or other Issuer funds. Such expenses and costs shall include, but not be limited to: (1) the fees and disbursements of Bond Counsel; (2) the fees and disbursements of the Issuer's legal counsel; (3) costs associated with obtaining ratings relating to the Notes, if any; (4) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Notes, this Note Purchase Agreement and all other agreements and documents contemplated hereby; (5) fees of the Note Registrar and Paying Agent designated by the Issuer pursuant to the Note Resolution; and (6) all costs and expenses of the Issuer relating to the issuance of the Notes. The Purchaser shall be responsible for payment of the costs of qualifying the Notes for sale in the various states chosen by the Purchaser, all advertising expenses in connection with the offering of the Notes, the fees and disbursements of the Purchaser's legal counsel and all other expenses incurred by the Purchaser in connection with the offering, sale and distribution of the Notes.

SECTION 11. NOTICE

Any notice or other communication to be given under this Note Purchase Agreement may be given in the manner set forth in the Note Resolution, as follows:

(a) If to the Issuer at: City of Haysville, Kansas, City Hall, 200 W. Grand, P.O. Box 404, Haysville, Kansas 67060-0404, Attention: Clerk.

(b) If to the Purchaser at: [Purchaser], [Purchaser Address], Attention: Manager, Public Finance Department.

SECTION 12. MISCELLANEOUS

(a) This Note Purchase Agreement shall be binding upon the Purchaser, the Issuer, and their respective successors. This Note Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the Issuer contained in this Note Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Purchaser (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act). Nothing in this Note Purchase Agreement is intended or shall be construed to

give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Note Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the Issuer contained herein shall remain in full force and effect, regardless of: (1) any investigation made by or on behalf of the Purchaser, (2) delivery of and payment for the Notes of (3) any termination of this Note Purchase Agreement.

(b) For purposes of this Note Purchase Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

(c) This Note Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

(d) This Note Purchase Agreement may be executed in one or more counterparts, and if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

(e) This Note Purchase Agreement may not be assigned by either party without the express written consent of the other party.

SECTION 13. EFFECTIVE DATE

This Note Purchase Agreement shall become effective upon acceptance hereof by the Issuer.

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Upon your acceptance of the offer, this Note Purchase Agreement will be binding upon the Issuer and the Purchaser. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Note Purchase Agreement prior to the date and time specified on page 1 hereof and returning it to the undersigned.

[PURCHASER]
[PURCHASER CITY, STATE]

Date: February 26, 2018
Time: ____:____.m.

By: _____
[Title]

Accepted and agreed to as of
the date first above written.

CITY OF HAYSVILLE, KANSAS

Date: February 26, 2018
Time: ____:____.m.

By: _____
President of the Council

ATTEST: (Seal)

By: _____
Clerk

EXHIBIT A

\$340,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2018

CALCULATION OF PURCHASE PRICE

Principal Amount	\$340,000*.00
<i>Total Purchase Price</i>	<i>\$340,000*.00</i>

MATURITY SCHEDULE

Stated Maturity	Principal	Annual Rate	Initial Offering
<u>August 1</u>	<u>Amount</u>	<u>Of Interest</u>	<u>Price</u>
2019	\$340,000*	[]%	100%

(Plus accrued interest from March 15, 2018)

REDEMPTION OF NOTES

Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on February 1, 2019, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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EXHIBIT B

FORM OF BOND COUNSEL OPINION

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

[March 15, 2018]

Governing Body
City of Haysville, Kansas

[Purchaser]
[Purchaser City, State]

Re: \$340,000* General Obligation Temporary Notes, Series B, 2018, of the City of Haysville, Kansas, Dated March 15, 2018

We have acted as Bond Counsel in connection with the issuance by the City of Haysville, Kansas (the "Issuer"), of the above-captioned notes (the "Notes"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolution adopted by the governing body of the Issuer authorizing the issuance and prescribing the details of the Notes.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Notes have been duly authorized, executed and delivered by the Issuer and are valid and legally binding general obligations of the Issuer.

2. The Notes are payable as to both principal and interest from special assessments levied upon the property benefited by the construction of certain improvements or from general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Notes to the extent that necessary funds are not provided from other sources.

3. The interest on the Notes is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause interest on the Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. The Notes are "qualified

tax-exempt obligations” within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Notes.

4. The interest on the Notes is exempt from income taxation by the State of Kansas.

The rights of the owners of the Notes and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

GILMORE & BELL, P.C.

JLN/GJH:rrd

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$340,000*

CITY OF HAYSVILLE, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2018**

DATED MARCH 15, 2018

Legal Opinion

**Gilmore & Bell, P.C.
Wichita, Kansas**

CITY OF HAYSVILLE, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2018**

DATED MARCH 15, 2018

CLOSING LIST

Copies of the transcript of proceedings for the above referenced issue (the “Notes”) will be prepared and distributed as follows:

1. City of Haysville, Kansas (the “Issuer”)
2. Joshua A. Pollak, Esq., Haysville, Kansas (“Issuer's Counsel”)
3. Attorney General of the State of Kansas [*Original*]
4. [Purchaser], [Purchaser City, State] (the “Original Purchaser”)
5. George K. Baum & Company, Wichita, Kansas (the “Placement Agent”)
6. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Southampton Estates 3rd Addition – Paving and Drainage Improvements**
 - Engineer's Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 18-01
 - Resolution No. 18-01 authorizing paving and drainage improvements (recorded)
 - Affidavit of Publication of Resolution No. 18-01
2. **Southampton Estates 3rd Addition and Southampton Estates Addition – Sanitary Sewer Improvements**
 - Engineer's Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 18-02
 - Resolution No. 18-02 authorizing sanitary sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. 18-02

3. **Southampton Estates 3rd Addition – Storm Water Drain Improvements**
 - Engineer's Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 18-03
 - Resolution No. 18-03 authorizing storm water drain improvements (recorded)
 - Affidavit of Publication of Resolution No. 18-03

4. **Southampton Estates 3rd Addition – Water Distribution Line Improvements**
 - Engineer's Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 18-04
 - Resolution No. 18-04 authorizing water distribution line improvements (recorded)
 - Affidavit of Publication of Resolution No. 18-04

**PROCEEDINGS AUTHORIZING THE SALE
AND ISSUANCE OF THE NOTES**

5. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 18-[]
6. Resolution No. 18-[] authorizing the offering for sale of the Notes
7. Note Purchase Agreement
8. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 18-[]
9. Resolution No. 18-[] authorizing the issuance of the Notes and prescribing the form and details of the Notes

CLOSING DOCUMENTS

10. Transcript Certificate
 - Exhibit A* – Statement of Costs
 - Exhibit B* – Schedule of Outstanding General Obligation Indebtedness
11. Uniform Facsimile of Signature Certificate
12. Authorization of State Treasurer to use facsimile signature and seal
13. Specimen Note and Printer's Certificate
14. Note Register

15. Agreement Between Issuer and Agent
16. [DTC Blanket Letter of Representations]
17. Closing Certificate
18. Federal Tax Certificate
 - Exhibit A* – Internal Revenue Service Form 8038-G and evidence of filing
 - Exhibit B* – Receipt for Purchase Price
 - Exhibit C* – Receipt and Representation
 - Exhibit D* – Description of Property Comprising the Financed Improvements [and List of Reimbursement Expenditures]
 - Exhibit E* – Sample Annual Compliance Checklist
 - Exhibit F* – Sample Final Written Allocation
 - Schedule 1* – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

19. Approving legal opinion of Gilmore & Bell, P.C.
20. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

21. Closing Letter

* * * * *

TRANSCRIPT CERTIFICATE

\$340,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES, SERIES B, 2018
DATED MARCH 15, 2018

The undersigned Mayor and Clerk of the City of Haysville, Kansas (the “Issuer”), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the “Notes”); and do hereby certify as of February 26, 2018, as follows:

1. Meaning of Words and Terms. Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the hereinafter defined Note Resolution authorizing the Notes.

2. Organization. The Issuer is a legally constituted city of the second class organized and existing under the laws of the State of Kansas.

3. Transcript of Proceedings. The transcript of proceedings (the “Transcript”) relating to the authorization and issuance of the Notes is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript, and the facts stated in the Transcript still exist. In each and every instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk.

4. Newspaper. The *Haysville Sun-Times* was the official newspaper of the Issuer at all times during these proceedings.

5. Meetings. All of the meetings of the governing body of the Issuer at which action was taken as shown in the Transcript were either regular meetings or duly adjourned regular meetings or special meetings duly called and held in accordance with law and the ordinances and rules of the Issuer.

6. Incumbency of Officers. The following named persons were and are the duly qualified and acting officers of the Issuer at and during all the times when action was taken as indicated in the Transcript as follows:

<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
Bruce Armstrong	Mayor	04/13 to 01/22
Daniel Benner	President of the Council	01/18 to 01/19
	Councilmember	04/13 to 01/22
Steve Crum	Councilmember	04/13 to 01/22
Dale Thompson	Councilmember	04/15 to 01/20
Janet Parton	Councilmember	04/17 to 01/20
Patricia Ewert	Councilmember	04/05 to 01/22
Bob Rardin	Councilmember	04/11 to 01/20
Danny Walters	Councilmember	01/18 to 01/22
Russ Kessler	Councilmember	04/11 to 01/20
Janie Cox	Clerk/Treasurer	06/11 to DATE

7. Execution of Notes. The Notes have been executed with manual or facsimile signatures; and the manual or facsimile signatures appearing on the face of the Notes are manual or facsimiles of the true and genuine signatures of the Mayor and Clerk of the Issuer. A facsimile of the seal of the Issuer is affixed to or imprinted on each of the Notes and on the reverse side of each of the Notes at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Notes bears a Certificate of Registration evidencing the fact that it has been registered in the office of the Clerk. A true impression of the seal is set forth adjacent to the signature of the Clerk below. The specimen note included in the Transcript is in the form adopted by the governing body of the Issuer for the Notes.

8. Authorization and Purpose of the Notes. The Notes are being issued pursuant to Resolution No. 18-[] (the “Note Resolution”) of the Issuer pursuant to K.S.A. 10-123 for the purpose of paying the costs of certain internal improvements (the “Improvements”) authorized by the governing body of the Issuer pursuant to K.S.A. 12-6a01 *et seq.*, as amended, and all other applicable provisions of the laws of the State of Kansas.

The total principal amount of the Notes does not exceed the cost of the Improvements for which the Notes are issued. A Statement of Cost is attached hereto as *Exhibit A* and made a part hereof by reference as though fully set out herein.

The interest rates on the Notes on the date of the sale of the Notes were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

9. Indebtedness. The currently outstanding applicable indebtedness of the Issuer, including the Notes, does not exceed any applicable constitutional or statutory limitations. A Schedule of Bonded Indebtedness, which sets forth all currently outstanding general obligation indebtedness of the Issuer, is attached hereto as *Exhibit B* and made a part hereof by reference as though fully set out herein.

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2017, is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$57,139,369
Tangible Valuation of Motor Vehicles (2016).....	<u>11,264,283</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$68,403,652

11. Non-litigation. There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Notes shown to be authorized in the Transcript; (e) the validity of the Notes, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Notes.

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WITNESS our true and genuine manual signatures and the seal of the Issuer.

Mayor

(SEAL)

Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Temporary Notes, Series B, 2018, Dated March 15, 2018, of
the City of Haysville, Kansas

Sources of Funds:

Principal Amount of the Notes	<u>\$340,000*.00</u>
Total	\$340,000*.00

Uses of Funds:

Deposit to Improvement Fund-Improvement Costs	\$[_____]
Deposit to Improvement Fund-Capitalized Interest	
Deposit to Costs of Issuance Account	
Total	\$

EXHIBIT B

CITY OF HAYSVILLE, KANSAS

**SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of March 15, 2018)**

GENERAL OBLIGATION BONDS

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt From Debt Limit
G.O. Bonds, Series 2010	04/15/10	10/01/19	\$4,055,000	\$ 665,000	\$ 265,003
G.O. Bonds, Series 2011	11/01/11	10/01/32	107,000	85,000	0
G.O. Refunding and Improvement Bonds, Series 2012	07/01/12	10/01/19	3,930,000	750,000	246,000
G.O., Bonds, Series 2014	06/01/14	10/01/29	369,000	315,000	0
G.O. Refunding Bonds, Series 2016	02/01/16	10/01/30	6,455,000	<u>6,210,000</u>	<u>1,781,028</u>
Total				<u>\$8,025,000</u>	<u>\$2,292,031</u>

TEMPORARY NOTES

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt From Debt Limit
G.O. Temporary Notes, Series B, 2017	04/01/17	10/01/18	\$ 895,000	\$ 895,000	\$ 0
G.O. Temporary Notes, Series A, 2018	01/01/18	02/01/19	1,175,000	1,175,000	633,207
G.O. Temporary Notes, Series B, 2018	03/15/18	08/01/19	<u>340,000*</u>	<u>340,000*</u>	<u>178,047</u>
Total			<u>\$2,410,000</u>	<u>\$2,410,000</u>	<u>\$811,254</u>

AGREEMENT BETWEEN ISSUER AND AGENT

\$340,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2018
DATED MARCH 15, 2018

THIS AGREEMENT, dated as of March 15, 2018, between the City of Haysville, Kansas, a municipality (the “Issuer”), and the State Treasurer of Kansas, as Agent (the “Agent”).

WHEREAS, for its lawful purposes, the Issuer has duly authorized the issue of the above-captioned notes (the “Securities”), and the Issuer wishes the Agent to act as its Paying Agent, Note Registrar, and Transfer Agent for the Securities:

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

Issuer hereby appoints or has heretofore appointed the State Treasurer of Kansas to act as Paying Agent, Note Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Note Registrar and Transfer Agent.

II. BASIC DUTIES

- A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.
- B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.
- C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.
- D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 *et seq.*, except as specifically provided in this Agreement.

Agent shall notify the owners of the Securities upon default in payment of principal or interest on the Securities and the Agent shall have no duties or responsibilities thereafter.

III. COMPENSATION

[BEO-Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of \$300, a registration fee of \$30, plus a fee of \$250, which is based on “Book-entry Only” Securities.]

[Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, a registration fee of \$30, plus a fee of \$600.]

This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the note issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the note issue. In addition to the aforementioned fee, Issuer covenants and agrees to pay to Agent the fee as stated and required by K.S.A. 10-505 for performing the duties of paying the principal of the Securities.

IV. STANDARD OF PERFORMANCE

Issuer shall provide, or shall cause to be provided to Agent, a designation of whether its Securities are to be issued in certificated or uncertificated form, or both.

A. STATEMENTS OF OWNERSHIP

Agent agrees to provide Statements of Ownership to the owner of uncertificated Securities. Such Statements shall be in accordance with the standards set forth by the Attorney General. All Statements shall be issued in the denominations of \$1,000 or \$5,000 or integral multiples thereof except for one additional Security in another denomination, which additional Security shall mature in the initial maturity year of the series of the Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equalling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Agent shall at all times maintain an adequate supply of Statements of Ownership for any anticipated transfers or exchanges of the Statements.

B. CERTIFICATED SECURITIES

All certificated Securities issued by Issuer under this Agreement shall be in accordance with the standards set forth by the Attorney General and unless otherwise authorized by Agent, the principal thereof shall be payable only upon surrender of the Security to Agent. All certificates shall be issued in the denomination of \$1,000 or \$5,000 or integral multiples thereof except one authorized Security in another denomination which additional Security shall mature in the initial maturity year of the series of Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Issuer shall at Issuer's cost provide Agent with an adequate supply of certificates for any anticipated transfers or exchanges of the certificates. Issuer shall be responsible for the payment of the printing or other expenses for such certificates. Issuer shall be responsible for obtaining appropriate “CUSIP” number(s) and shall notify Agent of each number(s) prior to the issuance of the applicable Securities.

C. ***INTEREST CALCULATIONS***

Agent shall calculate interest on the basis of \$1,000 and \$5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first determined, then rounded to the sixth decimal position; i.e. whenever the seventh decimal place is equal to or greater than five the sixth decimal place is increased by one. The final per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. ***SURRENDER***

Securities surrendered for payment, cancellation or partial redemption shall be cancelled by Agent and returned to Issuer in accordance with K.S.A. 10-111.

E. ***TRANSFERS AND EXCHANGES***

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.
2. In accordance with the authorizing Resolution of the Issuer (the "Note Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.
3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Note Resolution authorizing the Securities.

F. ***REGISTRATION DATES AND FUNDS FOR PAYMENTS***

Date of Registration shall be affixed on the initial Securities. Subsequent transfers or exchanges shall bear a Date of Registration as of the date that all the required documentation is received at the Agent's official place of business. Issuer will provide funds to make any interest or principal payments in accordance with K.S.A. 10-130 and amendments thereto. Agent is hereby authorized to effect any semiannual payment of interest or any principal by charging the Issuer's Fiscal Agency account with Agent.

G. ***REPLACEMENT OF SECURITIES***

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent

from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. **REDEMPTIONS**

Optional Redemption. If any Securities are to be redeemed pursuant to an optional redemption in accordance with their terms, Issuer agrees to give Agent at least fifteen (15) days written notice thereof prior to the notice to be given the Security owners. If there is no provision for notice to the Security owners, Issuer agrees to give at least thirty (30) days written notice to Agent.

Notice of Redemption. Agent shall then notify, by ordinary mail, the owner of such Securities to be so redeemed. Agent shall select the Securities to be so redeemed. Agent shall not be required to exchange or register a transfer of any Security for a period of fifteen (15) days preceding the date notice is to be provided to the Security owners for the purpose of selecting Securities on a partial redemption. Further, in the event notice is given to Agent for a complete redemption of the Issue according to the terms of the Note Resolution, Agent shall not be required to transfer or exchange any Security beginning on the day following the 15th day preceding the date set for redemption.

I. **MISCELLANEOUS**

Agent hereby acknowledges receipt of numbered Securities of Issuer (in a number equal to one Security for each maturity) for registration and exchange, and shall safeguard any “blank” Securities held for purpose of exchange or transfer.

J. **REPORTS**

Agent shall provide Issuer an annual report of the activity with respect to the issuance of Securities upon written request of Issuer.

K. **CONSTRUCTION**

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Note Resolution.

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CITY OF HAYSVILLE, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
Clerk

**OFFICE OF THE TREASURER
OF THE STATE OF KANSAS**

(SEAL)

By _____
Director of Bond Services

ATTACHMENT "A"

SAMPLE

$$\begin{array}{r} \$5,000.00000 \dots\dots\dots \text{Bond Unit} \\ \times \quad \underline{.06875 \dots\dots\dots \text{Interest Rate}} \\ = \quad 343.750000 \quad \text{Rounded to six decimal places} \\ \\ / \quad \underline{360 \dots\dots\dots \text{Days per year}} \\ = \quad .954861 \quad \text{Rounded to six decimal places} \\ \\ \times \quad \underline{180 \dots\dots\dots \text{Day in interest period}} \\ = \quad 171.874980 \quad (\text{Rounded to second decimal} = \$171.87) \end{array}$$

Unit interest is then multiplied by the number of units in the maturity.

**UNDERWRITING SAFEKEEPING AGREEMENT
BY AND BETWEEN
DEPOSITORY TRUST COMPANY
AND
THE CITY OF HAYSVILLE, KANSAS
AND
THE OFFICE OF THE KANSAS STATE TREASURER**

**\$340,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2018
DATED MARCH 15, 2018**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned notes (the "Notes") for safekeeping prior to the delivery of the Notes on March 15, 2018 (the "Closing Date"), the City of Haysville, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Notes, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of [Purchaser], [Purchaser City, State], as the Underwriter (the "Underwriter") in distributing the Notes.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Notes, and agrees to safekeep and hold in escrow the Notes until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Notes: Janie Cox, Clerk or Gilmore & Bell, P.C., Bond Counsel. Notification may be made by telephone or by receipt of an executed notice, delivered or telecopied to DTC; provided, however, that if the notification is made by telephone, written notice must be sent within 24 hours of the original notification. In the event the Issuer executes the release of the Notes, DTC will distribute the Notes pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Notes is received, DTC shall return the Notes as soon as practicable, but in any event, no later than the following business day.

DTC agrees to hold the Issuer and the Agent, as their interests may appear, and any of their officers or employees, harmless from any liability, loss, damage or reasonable expense in connection with the loss, theft, destruction or other disappearance of the Notes while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Notes and prior to distributing the Notes in accordance with the instructions furnished by the Underwriter.

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CITY OF HAYSVILLE, KANSAS

Dated: February 26, 2018

By: _____
Clerk

**OFFICE OF THE TREASURER OF
THE STATE OF KANSAS, As Agent**

Dated: _____

By: _____
Title: _____

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

DTC hereby acknowledges receipt from
the Agent of custody, control
and possession of the Notes.

Dated: _____.

DEPOSITORY TRUST COMPANY

By: _____
Title: _____]

CLOSING CERTIFICATE

\$340,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2018
DATED MARCH 15, 2018

The undersigned Mayor and Clerk of the City of Haysville, Kansas (the "Issuer"), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the "Notes"); and certify as of March 15, 2018 (the "Issue Date"), as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the Note Resolution (defined below) authorizing the Notes.

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Notes (the "Transcript"), furnished to the Purchaser of the Notes, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated February 26, 2018 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Notes. The Issuer is issuing and delivering the Notes simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 10-123, K.S.A. 12-6a01 *et seq.*, as amended, and Resolution No. 18-[] of the Issuer duly adopted by the governing body of the Issuer on February 26, 2018 (the "Note Resolution") for the purpose of paying the costs of certain internal improvements (the "Improvements").

4. Security for the Notes. The Notes are general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of the Improvements, or from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Note Resolution to the payment of the principal of and interest on the Notes.

5. Sale of Notes. The Notes have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009.

6. Non-Litigation. There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best of our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective

offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Notes shown to be authorized in the Transcript; (e) the validity of the Notes, or any of the proceedings had in relation to the authorization, issuance or sale thereof; (f) the levy and collection of an ad valorem property tax to pay the principal of and interest on the Notes; or (g) the federal or state tax-exempt status of the interest on the Notes; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Note Purchase Agreement, or by the Note Resolution, or the validity or enforceability of the Notes or the Note Purchase Agreement.

7. Representations and Warranties Required by the Note Purchase Agreement. The Issuer has duly performed all of its obligations required to be performed at or prior to the date of this Closing Certificate by the Note Purchase Agreement and each of the Issuer's representations and warranties contained in the Note Purchase Agreement are true as of the date of this Certificate.

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WITNESS our hands and the seal of the Issuer.

Signature

Official Title

Mayor

(SEAL)

Clerk

VOLUNTARY EVENT NOTICE

March 15, 2018

**CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES, SERIES B, 2018**

Issuer/Obligated Person: City of Haysville, Kansas (the “Issuer”)
Event Reported: Direct Placement of \$340,000* General Obligation Temporary Notes, Series B, 2018

Authority and Purpose. The Issuer issued its \$340,000* original principal amount of General Obligation Temporary Notes, Series B, 2018 (the “Notes”) on March 15, 2018. The Notes were purchased by [a banking corporation organized and existing under the laws of the State of Kansas] [a national banking association]. The Notes are being issued pursuant to K.S.A. 12-6a01 *et seq.*, as amended, and Resolution No. 18-[] of the Issuer (the “Note Resolution”) for the purpose of paying the costs of certain internal improvements.

Maturity Schedule. The Notes shall mature as follows:

<u>Stated Maturity</u>	<u>Principal</u>	<u>Annual Rate</u>	<u>Price</u>
<u>August 1</u> 2019	<u>Amount</u> \$340,000*	<u>Of Interest</u> []%	100%

Optional Redemption by Issuer. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on February 1, 2019, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Security for the Notes. The Notes are general obligations of the Issuer payable from the proceeds of general obligation bonds of the Issuer and, if not so paid, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Note Resolution to the payment of the principal of and interest on the Notes.

No official statement or other offering document has been prepared in connection with the sale of the Notes pursuant to an exception in Rule 15c2-12 of the SEC (the “Rule”). The Issuer has not entered into a disclosure undertaking under the Rule with regards to the Notes.

The Issuer is voluntarily providing this notice for general information purposes only. Nothing contained in this notice is, or should be construed as, a representation by the Issuer that the information included in this notice constitutes all of the information that may be material to a decision to invest in, hold or dispose of any of the securities listed above, or any other securities of the Issuer. The information presented in this notice is as of the date of this notice.

For additional information, contact:

City Hall
200 W. Grand, P.O. Box 404
Haysville, Kansas 67060-0404
Attn: Janie Cox, Clerk
Phone No.: (316) 529-5900
Fax No.: (316) 529-5925
Email: jcox@haysville-ks.com

CITY OF HAYSVILLE, KANSAS

FEDERAL TAX CERTIFICATE

Dated as of March 15, 2018

OF

THE CITY OF HAYSVILLE, KANSAS

\$340,000*
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2018

FEDERAL TAX CERTIFICATE

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- F. SAMPLE FINAL WRITTEN ALLOCATION

Schedule 1 Debt Service Schedule and Proof of Yield

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “Tax Certificate”) is executed as of March 15, 2018 (the “Issue Date”), by the City of Haysville, Kansas (the “Issuer”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of \$340,000* principal amount of General Obligation Temporary Notes, Series B, 2018 (the “Notes”), under the Note Resolution (as defined herein), for the purposes described in this Tax Certificate and in the Note Resolution.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Note proceeds and of certain other money relating to the Notes and set forth the conditions under which the interest on the Notes will be excluded from gross income for federal income tax purposes.

3. The Issuer is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of Note proceeds and the property financed or refinanced with those proceeds and the Investment of the Note proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Notes from gross income for federal income tax purposes and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The Issuer adopted a Tax Compliance Procedure (as defined below) for the purpose of setting out general procedures for the Issuer to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Notes.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the Issuer represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Note Resolution, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“**Annual Compliance Checklist**” means a checklist for each of the Financed Improvements designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Issue Date as further described in **Section 4.02** and substantially in the form attached as **Exhibit E**.

“Bona Fide Debt Service Fund” means a fund, which may include Note proceeds, that: (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Notes for the immediately preceding Bond Year.

“Bond Compliance Officer” means the Issuer’s Clerk or other person named in the Tax Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending August 1 or another one-year period selected by the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Final Written Allocation” means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.02(b)** of this Tax Certificate.

“Financed Improvements” means the portion of the Improvements being financed or refinanced with the proceeds of the Notes as described in the Note Resolution and on **Exhibit D**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Notes, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds or other Investment proceeds), (c) any amounts held in a sinking fund for the Notes, (d) any amounts held in a pledged fund or reserve fund for the Notes, and (e) any other replacement proceeds.

Specifically, the term Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Improvement Fund.
- (2) Debt Service Account.
- (3) Costs of Issuance Account.

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Improvements” means all of the property being acquired, developed, constructed, renovated, and equipped by the Issuer using Note proceeds and other money contributed by the Issuer, as described on **Exhibit D**.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-

exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but does include the investment element of most interest rate caps.

“**IRS**” means the United States Internal Revenue Service.

“**Issue Date**” means March 15, 2018.

“**Issuer**” means the City of Haysville, Kansas, and its successors and assigns, or any body, agency or instrumentality of the State succeeding to or charged with the powers, duties and functions of the Issuer.

“**Management Agreement**” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Improvements, such as a contract to manage the entire Financed Improvements or a portion of the Financed Improvements. However, contracts for services that are solely incidental to the primary governmental function of the Financed Improvements (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as Management Agreements.

“**Measurement Period**” means, with respect to each item of property financed as part of the Financed Improvements, the period beginning on the later of: (a) the Issue Date or (b) the date the property is placed in service and ending on or the earlier of (1) the final maturity date of the Notes or (2) the expected economic useful life of the property.

“**Minor Portion**” means the lesser of \$100,000 or 5% of the sale proceeds of the Notes.

“**Net Proceeds**” means, when used in reference to the Notes, the sale proceeds of the Notes (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

“**Non-Qualified Use**” means use of Note proceeds or the Financed Improvements in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Note proceeds or the Financed Improvements are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Improvements, will constitute use under Regulations § 1.141-3.

“**Non-Qualified User**” means any person or entity other than a Qualified User.

“**Note**” or “**Notes**” means any note or notes described in the recitals, authenticated and delivered under the Note Resolution.

“**Note Resolution**” means Resolution No. 18-[] of the Issuer duly adopted by the governing body of the Issuer on February 26, 2018, as originally executed by the Issuer as amended and supplemented in accordance with the provisions of the Note Resolution.

“**Post-Issuance Tax Requirements**” means those requirements related to the use of proceeds of the Notes, the use of the Financed Improvements and the investment of Gross Proceeds after the Issue Date of the Notes.

“**Preliminary Expenditures**” means: (a) costs incurred for architectural, engineering, surveying, soil testing, costs of issuance, and similar costs prior to commencement of acquisition, construction, or rehabilitation of the Financed Improvements, other than land acquisition, site preparation, and similar costs

incident to commencement of construction of the Financed Improvements up to an amount not in excess of 20 percent of the issue price of the Notes; and (b) costs incurred in an amount not in excess of the lesser of \$100,000 or 5% of the sale proceeds of the Notes.

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

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Improvements on a short-term basis in the ordinary course of the Issuer’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Improvements under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Improvements under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Improvements was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Improvements under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Improvements was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a state, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Notes.

“State” means the State of Kansas.

“Tax Certificate” means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

“**Tax Compliance Procedure**” means the Issuer’s Tax-Exempt Financing Compliance Procedure, dated May 29, 2012.

“**Tax-Exempt Bond File**” means documents and records for the Notes, maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“**Transcript**” means the Transcript of Proceedings relating to the authorization and issuance of the Notes.

“**Yield**” means yield on the Notes, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.01 Representations and Covenants of the Issuer. The Issuer represents and covenants as follows:

(a) **Organization and Authority.** The Issuer: (1) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State, (2) has lawful power and authority to issue the Notes for the purposes set forth in the Note Resolution, to enter into, execute and deliver the Note Resolution, the Notes, and this Tax Certificate and to carry out its obligations under this Tax Certificate and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Note Resolution, the Notes, and this Tax Certificate, acting by and through its duly authorized officials.

(b) **Tax-Exempt Status of Notes—General Covenant.** The Issuer (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Notes, whether or not such money was derived from the proceeds of the sale of the Notes or from any other source, in a manner that would cause the Notes to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Note proceeds or any other funds of the Issuer, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Notes to be included in gross income for federal income tax purposes.

(c) **Governmental Obligations—Use of Proceeds.** Throughout the Measurement Period: (1) all of the Financed Improvements are expected to be owned by the Issuer or another Qualified User; (2) no portion of the Financed Improvements are expected to be used in a Non-Qualified Use; and (3) the Issuer will not permit any Non-Qualified Use of the Financed Improvements without first consulting with Bond Counsel. The Issuer will monitor the usage of all portions of the Financed Improvements during the Measurement Period. If the Non-Qualified Use of the Financed Improvements exceeds 10% of the total use over the Measurement Period, then the Issuer will take “remedial action” in accordance with Regulations § 1.141-12, as specified in advice from Bond Counsel, as necessary to maintain the exclusion of the interest on the Notes from gross income for federal income tax purposes. The Issuer understands that remedial action could include redemption or defeasance of all or a portion of the Notes.

(d) **Governmental Obligations—Private Security or Payment.** As of the Issue Date the Issuer expects that none of the principal and interest on the Notes will be (under the terms of the Notes or any underlying arrangement) directly or indirectly:

- (1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or
- (2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Notes without first consulting with Bond Counsel.

(e) ***No Private Loan, Special Assessments.*** Not more than 5% of the net proceeds of the Notes will be loaned directly or indirectly to any Non-Qualified User. The payment of principal and interest on the Notes will be funded, in whole or in part from mandatory special assessments against the property benefiting from the Financed Improvements financed by the Notes. The use of the proceeds of the Notes is not treated as a loan of the Note proceeds because (1) the special assessment is an enforced contribution for the purpose of raising revenue for specific capital improvements; (2) the assessment does not include any fee for services; (3) the assessment and collection of the tax is not dependent upon, and does not vary, depending on whether the taxpayer engaged, or the property is used, in a trade or business; and (4) the tax is imposed to pay for an essential governmental function.

(f) ***Management Agreements.*** As of the Issue Date, the Issuer has no Management Agreements with Non-Qualified Users. During the Measurement Period, the Issuer will not enter into or renew any Management Agreement with any Non-Qualified User without first consulting with Bond Counsel.

(g) ***Leases.*** As of the Issue Date, the Issuer has not entered into any leases of any portion of the Financed Improvements other than Qualified Use Agreements. During the Measurement Period, the Issuer will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first consulting with Bond Counsel.

(h) ***Intentionally Omitted.***

(i) ***Limit on Maturity of Notes.*** A list of the assets included in the Financed Improvements and a computation of the “average reasonably expected economic life” is attached to this Tax Certificate as ***Exhibit D***. Based on this computation, the “average maturity” of the Notes of [] years, as computed by Bond Counsel, does not exceed 120% of the average reasonably expected economic life of the Financed Improvements.

(j) ***Expenditure of Note Proceeds.***

(1) ***Reimbursement of Expenditures; Official Intent.*** The governing body of the Issuer adopted resolutions declaring the intent of the Issuer to finance the Financed Improvements with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Improvements prior to the issuance of those bonds. The resolutions are contained in Tabs 1 to 4, inclusive, of the Transcript. No portion of the Net Proceeds of the Notes will be used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the respective resolution was adopted, except for Preliminary Expenditures. The Issuer will evidence each allocation of the proceeds of the Notes to an expenditure in writing. No reimbursement allocation will be made

more than 3 years following the later of (A) the date of the expenditure or (B) the date the Financed Improvements were placed in service.

(2) *Final Allocation of Note Proceeds to Expenditures.* The Issuer understands that, under Regulations § 1.148-6(d), the Issuer is required to account for the allocation of Note proceeds to Improvement expenditures (including expenditures made before and after the Issue Date of the Note) within 18 months after the later of (A) the date the expenditure is made, or (B) the date the Improvements are placed in service, and in any event not later than the date that is 60 days after the fifth anniversary of the Issue Date or the date the Notes are retired, if earlier (a “Final Allocation”). The Issuer will maintain accurate records of all expenditures made for the Improvements, including the amount, the date paid, a description of the purpose, and the source of funds (whether Note proceeds or other money) initially allocated to each Improvement expenditure. Not later than the time limit set forth above, the Issuer will prepare a Final Allocation, showing the allocation of Note proceeds and other money to all Improvement costs and identifying the Financed Improvement, and will maintain the Final Allocation in its books and records in accordance with **Section 4.02** hereof. The Issuer reserves the right to make modifications to the expected allocation of Note proceeds and other money for purposes of compliance with the limitations on Non-Qualified Use following completion of the Financed Improvement in accordance with, and within the time limits prescribed in, the Regulations. In the absence of such subsequent allocation, the Note proceeds will be deemed allocated as shown on **Exhibit D**.

(k) *Registered Notes.* The Note Resolution requires that all of the Notes will be issued and held in registered form within the meaning of Code § 149(a).

(l) *Notes Not Federally Guaranteed.* The Issuer will not take any action or permit any action to be taken which would cause any Note to be “federally guaranteed” within the meaning of Code § 149(b).

(m) *IRS Form 8038-G.* Bond Counsel will prepare IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Certificate or otherwise provided by the Issuer. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer’s records. The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the IRS Form 8038-G as filed with the IRS with proof of filing will be included in **Exhibit A** of Tax Certificate.

(n) *Hedge Bonds.* At least 85% of the Net Proceeds of the Notes will be used to carry out the governmental purpose of the Notes within 3 years after the Issue Date, and not more than 50% of the proceeds of the Notes will be invested in Investments having a substantially guaranteed Yield for four years or more.

(o) *Single Issue; No Other Issues.* The Notes constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the Issuer: (1) are being sold within 15 days of the sale of the Notes, (2) are being sold under the same plan of financing as the Notes, and (3) are expected to be paid from substantially the same source of funds as the Notes (disregarding guarantees from unrelated parties, such as bond insurance).

(p) *Interest Rate Swap.* As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Notes. The Issuer will not enter into any such arrangement in the future without consulting with Bond Counsel.

(q) **Guaranteed Investment Contract.** As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Notes. The Issuer will be responsible for complying with *Section 4.04(d)* hereof if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) **Bank Qualified Tax-Exempt Obligation.** The Issuer designates the Notes as “qualified tax-exempt obligations” under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) The Issuer reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year that the Notes are issued, including the Notes, will not exceed \$10,000,000; and

(2) the Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Notes are issued, including the Notes, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first consulting with Bond Counsel that the designation of the Notes as “qualified tax-exempt obligations” will not be adversely affected.

(s) **General Allocation and Accounting.** The portion of the Improvements financed by the Notes may have been financed in part with other funds of the Issuer. The portion of the Improvements financed with proceeds of the Notes is referred to as the Financed Improvements. Attached as *Exhibit D* is a schedule showing the Improvements financed, in whole or in part, with proceeds of the Notes. For purposes of determining Non-Qualified Use, if any, of the Financed Improvements during the Measurement Period, the Issuer will allocate Non-Qualified Use first to the portion of the applicable Improvements financed with other funds of the Issuer and second to the Financed Improvements. During the Measurement Period, the Issuer will, on an annual basis, determine the extent to which Non-Qualified Use exceeds the portion of the applicable Improvements financed with other funds of the Issuer and determine the extent to which the proceeds of the Notes and the Financed Improvements are used in a Non-Qualified Use.

(t) **Compliance with Future Tax Requirements.** The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Notes from gross income for federal income tax purposes.

Section 2.02 Continuing Application of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the Issuer under this Tax Certificate, will survive the execution and delivery of such documents and the issuance of the Notes, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Notes.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.01 General. The purpose of this Article is to certify, under Regulations § 1.148-2(b), the Issuer’s expectations as to the sources, uses and investment of Note proceeds and other money, in order

to support the Issuer's conclusion that the Notes are not arbitrage bonds. The person executing this Tax Certificate on behalf of the Issuer is an officer of the Issuer responsible for issuing the Notes.

Section 3.02 Reasonable Expectations. The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the Issuer set forth in this Tax Certificate are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

Section 3.03 Purpose of Financing. The Notes are being issued for the purpose of providing funds to pay: (a) the costs of the Financed Improvements; and (b) Costs of Issuance.

Section 3.04 Funds and Accounts. The following funds and accounts have been established under the Note Resolution:

- (a) Improvement Fund.
- (b) Debt Service Account.
- (c) Costs of Issuance Account.

Section 3.05 Amount and Use of Note Proceeds.

(a) **Amount of Note Proceeds.** The total proceeds to be received by the Issuer from the sale of the Notes are as evidenced in *Exhibit B* attached to this Tax Certificate.

(b) **Use of Note Proceeds.** The Note proceeds are expected to be allocated to expenditures as follows:

(a) The sum of \$[] will be deposited in the Costs of Issuance Account and used to pay the Costs of Issuance of the Notes.

(b) The remaining Note proceeds in the amount of \$[] will be deposited in the Improvement Fund. Of this amount, \$[] will be used to pay interest on the Notes during construction of the Improvements, \$728.00 will be used to reimburse the Issuer for costs of the Financed Improvements paid before the Issue Date and the balance will be used to pay future costs of the Financed Improvements.

Section 3.06 Multipurpose Issue. The Issuer is applying the arbitrage rules to separate financing purposes of the issue as if they constitute separate issues pursuant to Regulations § 1.148-9(h)(2). Under Regulations § 1.148-9(h), each separate capital project (i.e., capital projects that are not integrated or functionally related) financed or refinanced with proceeds of the Notes will be treated as a separate issue for purposes of applying certain of the arbitrage restrictions under Code § 148. The sale proceeds of the Notes allocable to each purpose are set forth on *Exhibit D* hereto.

Section 3.07 No Refunding. No proceeds of the Notes will be used to pay principal or interest on any other debt obligation.

Section 3.08 Completion of Financed Improvements. The Issuer has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Notes on the Financed Improvements. The completion of the Financed

Improvements and the allocation of the Net Proceeds of the Notes to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Notes will be allocated to expenditures on the Financed Improvements within 3 years after the Issue Date.

Section 3.09 Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Notes. Such payments will be deposited into the Debt Service Account. Except for the Debt Service Account, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Notes has been established or is expected to be established. The Debt Service Account is used primarily to achieve a proper matching of revenues with principal and interest payments on the Notes within each Bond Year, and the Issuer expects that the Debt Service Account will qualify as a Bona Fide Debt Service Fund.

Section 3.10 Reserve, Replacement and Pledged Funds.

(a) **No Reserve Fund.** No reserve fund has been or will be established for the Notes.

(b) **No Replacement or Pledged Funds.** None of the Note proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Improvements, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Account, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Notes if the Issuer encounters financial difficulty.

Section 3.11 Purpose Investment Yield. The proceeds of the Notes will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12 Issue Price and Yield on Notes.

(a) **Issue Price; Private Placement.** Based on the Purchaser's certifications in *Exhibit C*, for purpose of calculating the Yield on the Notes the Issuer hereby elects to establish the issue price of the Notes pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "private placement rule"). Therefore, the aggregate issue price of the Notes for such purpose is \$340,000*.00, without accrued interest.

(b) **Note Yield.** Based on the aggregate issue price of the Notes set forth in (a), the Yield on the Notes is [_____]%, as computed by Bond Counsel and shown on *Schedule I* attached to this Certificate. The Issuer has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Notes.

Section 3.13 Miscellaneous Arbitrage Matters.

(a) **No Abusive Arbitrage Device.** The Notes are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) **No Over-Issuance.** The sale proceeds of the Notes, together with expected Investment earnings thereon and other money contributed by the Issuer, do not exceed the cost of the governmental purpose of the Notes as described above.

Section 3.14 Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the Issuer does not expect that the Note proceeds will be used in a manner that would cause any Note to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

ARTICLE IV

TAX COMPLIANCE POLICIES AND PROCEDURES

Section 4.01 General.

(a) **Purpose of Article.** The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Notes are issued. The Issuer recognizes that interest on the Notes will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Notes to be refinanced with tax-exempt obligations and substantiate the position that interest on the Notes is exempt from gross income in the event of an audit of the Notes by the IRS.

(b) **Written Policies and Procedures of the Issuer.** The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Notes and to supplement any other formal policies and procedures related to the Post-Issuance Requirements that the Issuer has established or establishes in the future. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(c) **Bond Compliance Officer.** The Issuer when necessary to fulfill the Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate participate in any federal income tax audit of the Notes or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations §§ 1.141-12 and 1.145-2. In each case, all costs and expenses incurred by the Issuer shall be treated as a reasonable cost of administering the Notes and the Issuer shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Note Resolution or State law.

Section 4.02 Record Keeping; Use of Note Proceeds and Use of Financed Improvements.

(a) **Record Keeping.** The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Notes in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in writing by Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Notes or (2) any obligation issued to refund the Notes. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the

Issuer and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) **Accounting and Allocation of Note Proceeds to Expenditures.** The Bond Compliance Officer will account for the investment and expenditure of Note proceeds in the level of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Note proceeds to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**.

(c) **Annual Compliance Checklist.** Attached as **Exhibit E** is a sample Annual Compliance Checklist for the Notes. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Improvements at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in advice from Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) **Advice from Bond Counsel.** The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer any advice received from Bond Counsel required under the provisions of this Tax Certificate or the Annual Compliance Checklist.

Section 4.03 Restrictions on Investment Yield. Except as described below, Gross Proceeds must not be invested at a Yield greater than the Yield on the Notes:

(a) **Improvement Fund and Cost of Issuance Account.** Note proceeds deposited in the Improvement Fund and the Cost of Issuance Account and Investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in such fund and account after 3 years, those amounts may continue to be invested without Yield restriction so long as the Issuer pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Notes are exempt from the arbitrage rebate requirements of Code § 148.

(b) **Debt Service Account.** To the extent that the Debt Service Account qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for 1 year after the date of receipt of such earnings.

(c) **Minor Portion.** In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.04 Procedures for Establishing Fair Market Value of Investments.

(a) **General.** No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) **Established Securities Market.** Except for Investments purchased for a yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market

value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) ***Certificates of Deposit.*** The purchase price of a certificate of deposit (a “CD”) is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) ***Guaranteed Investment Contracts.*** The Issuer is applying Regulations § 1.148-5(d)(6)(iii)(A) (relating to electronic bidding of Guaranteed Investment Contracts) to the Notes. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) ***Bona Fide Solicitation for Bids.*** The Issuer makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Issuer, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Issuer’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(G) At least 3 “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(2) *Bids Received.* The bids received by the Issuer must meet all of the following requirements:

(A) The Issuer receives at least 3 bids from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least 1 of the 3 bids received is from a reasonably competitive provider, as defined above.

(C) If the Issuer uses an agent or broker to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) *Winning Bid.* The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).

(4) *Fees Paid.* The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) *Records.* The Issuer retains the following records with the bond documents until 3 years after the last outstanding Note is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid by the Issuer for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of the Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments.* If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) At least 3 bids on the Investment must be received from persons with no financial interest in the Notes (e.g., as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.05 Notes Exempt from the Rebate Requirement.

(a) ***The Notes Qualify as a Rebate-Exempt Small Issue.***

(1) The Issuer is a governmental unit under State law with general taxing powers;

(2) No Note is a “private activity bond” as defined in Code § 141;

(3) 95% or more of the Net Proceeds of the Notes are to be used for local governmental activities of the Issuer; and

(4) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) and qualified tax credit bonds as defined in Code § 54A(d)(1) to be issued by the Issuer during the current calendar year is not reasonably expected to exceed \$5,000,000. The Issuer understands that for this purpose: (A) the Issuer and all entities which issue bonds on behalf of the Issuer are treated as one issuer; (B) all bonds issued by an entity subordinate to the Issuer are treated as issued by the Issuer; and (C) bonds issued by the Issuer to currently refund any other bond are not taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations.

(b) ***Conclusion as to Small Issuer Exemption.*** Based on these certifications, Bond Counsel has advised the Issuer that the Notes are exempt from the arbitrage rebate requirements of Code § 148(f), under the small-issuer exception set forth in Code § 148(f)(4)(D).

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01 Term of Tax Certificate. This Tax Certificate will be effective concurrently with the issuance and delivery of the Notes and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Notes have been fully paid and all such Notes are cancelled; provided that the provisions of **Article IV** of this Tax Certificate regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions in **Section 4.02** relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.02 Amendments. This Tax Certificate may be amended from time to time by the Issuer without notice to or the consent of any of the Note Owners, but only if such amendment is in writing and is accompanied by advice from Bond Counsel to the effect that, under then-existing law, assuming compliance with this Tax Certificate as so amended and the Note Resolution, such amendment will not cause any Note to be an arbitrage bond under Code § 148 or otherwise cause interest on any Note to be included in gross income for federal income tax purposes. No amendment will become effective until the Issuer receives advice from Bond Counsel, addressed to the Issuer, that the amendment will not adversely affect the exclusion of the interest on the Notes from gross income for federal income tax purposes.

Section 5.03 Advice from Bond Counsel. The Issuer may deviate from the provisions of this Tax Certificate if furnished with advice from Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Notes from gross income for federal income tax purposes. The Issuer further agrees to comply with any further or different instructions provided in advice from Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Notes or the exclusion from gross income of interest on the Notes.

Section 5.04 Reliance. In delivering this Tax Certificate the Issuer is making only those certifications, representations and agreements as are specifically attributed to them in this Tax Certificate. The Issuer is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The Issuer understands that its certifications will be relied upon by Bond Counsel in rendering its opinion as to the validity of the Notes and the exclusion from federal gross income of the interest on the Notes.

Section 5.05 Severability. If any provision in this Tax Certificate or in the Notes is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.06 Benefit of Certificate. This Tax Certificate is binding upon the Issuer, its respective successors and assigns, and inures to the benefit of the Issuer and the owners of the Notes. Nothing in this Tax Certificate, the Note Resolution or the Notes, express or implied, gives to any person, other than the Issuer, its successors and assigns, and the owners of the Notes, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

Section 5.07 Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the Note Owners pursuant to the terms of the Note Resolution or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.

Section 5.08 Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State.

Section 5.09 Electronic Transactions. The transactions described in this Tax Certificate may be conducted, and related documents may be stored, by electronic means.

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THE UNDERSIGNED, Mayor and Clerk of the Issuer, by their execution of this Tax Certificate hereby make the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the Issuer, as of the Issue Date.

CITY OF HAYSVILLE, KANSAS

By: _____
Mayor

By: _____
Clerk

EXHIBIT A

IRS FORM 8038-G

(EVIDENCE OF FILING OF FORM 8038-G)

EXHIBIT B

RECEIPT FOR PURCHASE PRICE

\$340,000*

**CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2018
DATED MARCH 15, 2018**

The undersigned Clerk of the City of Haysville, Kansas, this day received from [Purchaser], [Purchaser City, State], the original purchaser of the above-described notes (the "Notes"), the full purchase price of the Notes, said purchase price and net amount received by the Issuer being calculated as follows:

Principal Amount.....	<u>\$340,000*.00</u>
<i>Total Purchase Price.....</i>	<i>\$340,000*.00</i>

DATED: March 15, 2018.

CITY OF HAYSVILLE, KANSAS

By: _____
Clerk

EXHIBIT C

RECEIPT AND REPRESENTATION

\$340,000*
CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2018
DATED MARCH 15, 2018

This Receipt and Representation (the “Certificate”) is being delivered by [Purchaser], [Purchaser City, State] (the “Purchaser”) as original purchaser of the above-described notes (the “Notes”), being issued on the date of this Receipt (the “Issue Date”) by the City of Haysville, Kansas (the “Issuer”), certifies and represents as follows:

1. Authorized Representative. The undersigned is the duly authorized representative of the Purchaser.

2. Receipt for Notes. The Purchaser acknowledges receipt [by the Depository Trust Company on behalf of the Purchaser] on the Issue Date, consisting of fully registered [“book-entry-only”] notes in Authorized Denominations in a form acceptable to the Purchaser.

3. Issue Price.

(a) **Purchase Price.** On the date of this Certificate, the Purchaser is purchasing the Notes for the amount of \$340,000*.00. The Purchaser is not acting as an Underwriter with respect to the Notes. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Notes (or any portion of the Notes or any interest in the Notes). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Notes, and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Notes to persons other than the Purchaser or a related party to the Purchaser.

(b) **Defined Terms.**

(i) The term “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

(ii) The term “Related Party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iii) The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

4. Compliance with Note Purchase Agreement. The Purchaser acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to it pursuant to the Note Purchase Agreement on the date of the delivery of and payment for the Notes (except to the extent the Purchaser has waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under the Note Purchase Agreement to be complied with and satisfied on or before the date hereof.

5. Reliance. The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the certifications contained herein will be relied upon by the Issuer in executing and delivering its Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Gilmore & Bell, P.C., Bond Counsel, in rendering its opinion relating to the exclusion from federal gross income of the interest on the Notes and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

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Dated: March 15, 2018.

[PURCHASER]
[PURCHASER CITY, STATE]

By: _____
Title: _____

EXHIBIT D

**DESCRIPTION OF PROPERTY COMPRISING THE FINANCED IMPROVEMENTS
AND LIST OF REIMBURSEMENT EXPENDITURES**

\$340,000*

**CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2018
DATED MARCH 15, 2018**

Project Description	Estimated Date Placed in Service	Estimated Useful Life	Estimated Total Cost
Southampton Estates 3 rd Addition – Paving and Drainage Improvements	08/2018	20 years	\$161,000.00
Southampton Estates 3 rd Addition – Lateral Sanity Sewer System Improvements	08/2018	20 years	47,000.00
Southampton Estates 3 rd Addition – Storm Water Drain Improvements	08/2018	20 years	98,000.00
Southampton Estates 3 rd Addition – Water Distribution Line Improvements	08/2018	20 years	<u>32,000.00</u>
Total			\$338,000.00
Estimated Amount Financed from Notes			
			\$340,000.00
Estimated Amount Financed from Other Sources			
			\$0.00

List of Expenditures to be Reimbursed from Note Proceeds, if any

Date Expenditure Paid	Amount Paid	Vendor Paid	Purpose
02/13/2018	\$728.00	Times-Sentinel Newspapers	Publications

EXHIBIT E

FORM OF ANNUAL COMPLIANCE CHECKLIST

\$340,000*

CITY OF HAYSVILLE, KANSAS

GENERAL OBLIGATION TEMPORARY NOTES

SERIES B, 2018

DATED MARCH 15, 2018

ISSUE DATE: MARCH 15, 2018

The Bond Compliance Officer is the person that the Issuer has identified in the Tax Compliance Procedure who is primarily responsible for working with other Issuer officials, departments and administrators and for consulting with Bond Counsel, other legal counsel and outside experts to the extent necessary to carry out the Post-Issuance Tax Requirements for the Notes. On the Issue Date, the Issuer identified certain assets financed in whole or in part by the Notes (the “Financed Improvements”), as evidenced on *Exhibit D* to the Federal Tax Certificate. Please complete this checklist within 90 days after the conclusion of the Issuer’s Fiscal Year. Should you have questions or need assistance in completing the checklist, please contact Bond Counsel at the address below. A completed copy of this annual checklist should be placed in the Tax-Exempt Bond File and retained in the Issuer’s permanent records for at least 3 years after the final maturity of (1) the Notes or (2) any obligation issued to refund the Notes.

Bond Compliance Officer Name: [_____]

Bond Compliance Officer Signature: [_____]

Date of Report: [_____]

Annual Period Covered by Report: [_____]

****If the answers to any of the following questions identify any compliance deficiencies, the Bond Compliance Officer should immediately contact Bond Counsel and take actions required in the Tax Compliance Procedure.****

Item	Question	Response
1 Ownership	Were all of the Financed Improvements owned by the Issuer during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was advice from Bond Counsel obtained prior to the transfer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If Yes, include a description of the advice in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Improvements leased at any time pursuant to a lease or similar agreement for more than 50 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Question	Response
	<p>If answer above was “Yes,” was advice from Bond Counsel obtained prior to entering into the lease or other arrangement?</p> <p>If Yes, include a description of the advice in the Tax-Exempt Bond File.</p> <p>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

3 Management or Service Agreements	<p>During the Annual Period, has the management of all or any part of the operations of the Financed Improvements (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If answer above was “Yes,” was advice from Bond Counsel obtained prior to entering into the management agreement?</p> <p>If Yes, include a description of the advice in the Tax-Exempt Bond File.</p> <p>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

4 Other Use	<p>Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Improvements?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If answer above was “Yes,” was advice from Bond Counsel obtained prior to entering into the agreement?</p> <p>If Yes, include a description of the advice in the Tax-Exempt Bond File.</p> <p>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

5 Proceeds & Investments	<p>Have any Gross Proceeds of the Notes been invested in a Guaranteed Investment Contract?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>Has the Issuer entered into an Interest Rate Swap Agreement with respect to the Notes?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>Has any sinking or reserve fund for the payment of the Notes been established (other than funds and accounts created in the Note Resolution)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>Have any of the Notes been redeemed or refunded in advance of their scheduled maturities?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If answer to any of the above questions was “Yes,” notify Bond Counsel with such information and place a copy of documentation in the Tax-Exempt Bond File.</p>	

Item	Question	Response
6 Arbitrage &	<p>Has the Issuer set aside money in any fund or account in excess of an amount needed to pay debt service on the Bonds within the next 12 months (i.e. is more than one year of debt service pre-funded)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Yield Restriction	Were any Bond proceeds on deposit in the Improvement Fund more than three years after the Issue Date?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	If Yes to either, contact Rebate Analyst or Bond Counsel and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Counsel: Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202
Phone: (316) 267-2091
Fax: (316) 262-6523
Attn: Joe L. Norton or Garth J. Herrmann
Email: jnorton@gilmorebell.com or gherrmann@gilmorebell.com

EXHIBIT F

FORM OF FINAL WRITTEN ALLOCATION

\$340,000*

**CITY OF HAYSVILLE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES B, 2018
ISSUE DATE: MARCH 15, 2018**

The Bond Compliance Officer is the person that the Issuer has identified in the Tax Compliance Procedure who is primarily responsible for the Post-Issuance Tax Requirements for the Notes. On the Issue Date, the Issuer identified certain categories of assets financed in whole or in part by the Notes (the “Financed Improvements”), as evidenced on *Exhibit D* to the Federal Tax Certificate. The Tax Compliance Procedure requires the Bond Compliance Officer to complete a Final Written Allocation of the proceeds of the Notes, in substantially the following form, when all proceeds (including Investment earnings on proceeds) are expended, but not later than 18 months after the Financed Improvements are placed in service. A completed copy of this Final Written Allocation should be placed in the Tax-Exempt Bond File and retained in the Issuer’s permanent records for at least 3 years after the final maturity of (1) the Notes or (2) any obligation issued to refund the Notes.

The undersigned is the Bond Compliance Officer of the City of Haysville, Kansas (the “Issuer”) and in that capacity is authorized to execute federal income tax returns required to be filed by the Issuer and to make appropriate elections and designations regarding federal income tax matters on behalf of the Issuer. This allocation of the proceeds of the note issue referenced above (the “Notes”) is necessary for the Issuer to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Note proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the Issuer or, if later, the date the “Financed Improvements” were “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Notes.

Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Federal Tax Certificate, relating to the Notes, dated March 15, 2018 (the “Issue Date”).

Background. The Notes were issued pursuant to the Note Resolution in order to provide funds needed to finance the Financed Improvements. Proceeds of the Notes were deposited into the Funds and Accounts as described in the Federal Tax Certificate.

Sources Used to Fund Improvements and Allocation of Proceeds to Costs of Financed Improvements. The costs of the Improvements were paid from sale proceeds of the Notes and earnings from the investment of Note sale proceeds as shown on *Schedule 1* to this Final Written Allocation.

Identification of Financed Improvements. The Financed Improvements are listed on *Schedule 2* to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the Issuer allocates the proceeds of the Notes to the various expenditures described

in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the Issuer for an amount it had previously paid or incurred. Amounts received from the sale of the Notes and retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the Interest Payment Dates for the Notes.

Placed In Service. The Financed Improvements were “placed in service” on the date(s) set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be “placed in service” as of the date on which, based on all the facts and circumstances: (a) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The Issuer reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF HAYSVILLE, KANSAS

Date: _____

By: _____
Bond Compliance Officer

This Final Written Allocation has been prepared in the manner required by the Tax Compliance Procedure:

[Issuer Counsel/Bond Counsel]

Date of review: _____

SCHEDULE 1
TO FINAL WRITTEN ALLOCATION
ALLOCATION OF SOURCES AND USES

	<i>Estimated at Closing</i>	<i>Actual</i>
Sources of Funds:		
Principal Amount of the Notes	\$340,000*.00	\$340,000*.00
Total	\$	\$
Uses of Funds:		
Deposit to Improvement Fund		\$
Costs of Issuance		
Excess Proceeds		
Total	\$	\$

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

IDENTIFICATION OF FINANCED ASSETS

Description	Actual Date Placed in Service	Estimated Useful Life	Actual Total Cost	Actual Amount Financed From Notes
Southampton Estates 3 rd Addition – Paving and Drainage Improvements	[month/year]	20 years	\$[]	\$[]
Southampton Estates 3 rd Addition – Lateral Sanitary Sewer System Improvements	[month/year]	20 years		
Southampton Estates 3 rd Addition – Storm Water Drain Improvements	[month/year]	20 years		
Southampton Estates 3 rd Addition – Water Distribution Line Improvements	[month/year]	20 years		

*note: exclude land costs

DETAILED LISTING OF EXPENDITURES*

<i>Item No.</i>	<i>Date Paid</i>	<i>Amount Paid</i>	<i>Category</i>	<i>Payee</i>	<i>Description</i>	<i>Reference</i>

* or attach General Ledger or Project Ledger

SCHEDULE 1

DEBT SERVICE SCHEDULE AND PROOF OF YIELD

Click to
Return to
Agenda

MEMORANDUM

TO: Honorable Mayor Bruce Armstrong; City Council

FROM: Kayla Kostecki, Administrative Secretary

DATE: 2/26/2018

RE: 2018 New Business

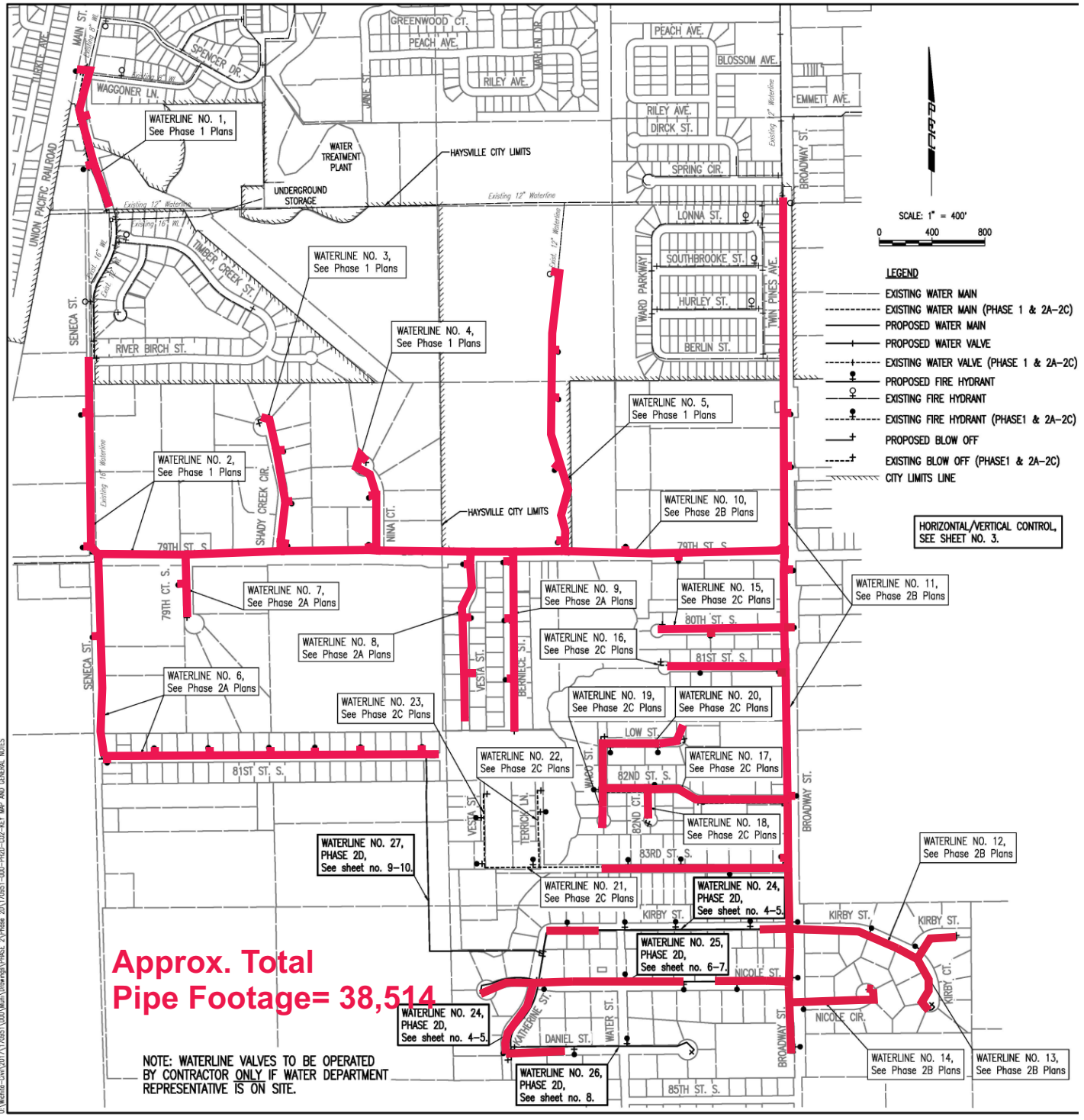
The following business has applied for a new business license and passed all the requirements for the City of Haysville. No action is required.

Nation Aviation Tools – Machine Shop – 311 Cain Dr. Suite 5

Sincerely,

Kayla Kostecki
Administrative Secretary
City of Haysville

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**Approx. Total
Pipe Footage= 38,514**

NOTE: WATERLINE VALVES TO BE OPERATED BY CONTRACTOR ONLY IF WATER DEPARTMENT REPRESENTATIVE IS ON SITE.

Small vertical text on the left side of the drawing, likely containing project information or a revision log.

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February 22, 2018

Mr. Will Black, Chief Administrative Officer
City of Haysville
200 W. Grand Avenue
Haysville, KS 67060

Reference: Country Lakes 2nd Addition – Phase 1 (Paving Design portion only)
Supplemental Agreement No. 1
Original Contract Date: September 5, 2017
PEC Project No. 31-161205-000-1263

Dear Mr. Black:

This Supplemental Agreement by Professional Engineering Consultants, P.A. (PEC) modifies the referenced Agreement, and any other previous Supplemental Agreements as may be noted herein.

A. Modification of Scope:

1. Provide lot grading plan for Lots 1 thru 21, Block A, Country Lakes 2nd Addition, along with associated details and specifications. This design work was requested specifically from the developer/developer's engineer on February 20, 2018.

B. Time of Performance:

1. The completion date will be unchanged.

C. Payment Provisions:

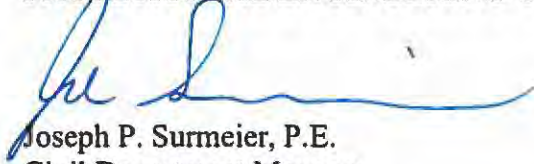
- | | |
|--|-----------|
| 1. Original Contract amount (Paving Design portion only) | \$ 34,300 |
| 2. Net change by previous Supplemental Agreement(s) | \$ 0 |
| 3. The contract amount will increase by this Supplemental Agreement in the amount of | \$ 2,900 |
| 4. The new contract amount including this Supplemental Agreement will be | \$ 37,200 |

D. Authorization to Proceed:

1. PEC shall consider this Supplemental Agreement accepted and will proceed with the work specified herein unless otherwise instructed within seven calendar days.
2. Return receipt of this executed Supplemental Agreement will be considered our authorization to proceed.

Mr. Will Black
Country Lakes 2nd Addition
Supplemental Agreement No. 1
February 22, 2018
Page 2

Sincerely,
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Joseph P. Surmeier, P.E.
Civil Department Manager

BMM:apg

ACCEPTED:

CITY OF HAYSVILLE

By: _____

Title: _____

Date: _____

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CITY OF HAYSVILLE, KANSAS

401 S. Jane-P.O. Box 404-Haysville, Kansas 67060
(316) 529-5940~Fax (316) 529-5945
www.haysville-ks.com

To: The Honorable Mayor, Bruce Armstrong
Haysville City Councilmembers

From: Tony Martinez
City of Haysville
Public Works Director

Date: February 21, 2018

Re: Nuisance Abatement Services

We have requested proposals from the following for Nuisance Abatement Services, to address and correct health, safety, and welfare concerns within the City of Haysville.

Contractor	Grade A	Grade B	Grade C	Grade D
JoJac's Landscaping and Mowing Inc.	\$128.00	\$210.00	\$250.00	\$300.00
Klean Kut Inc.	Declined			
K & A	\$105.00	\$335.00	\$550.00	\$1,000.00
Landscapes Inc.	\$115.00	\$350.00	\$570.00	\$1,150.00

The bid tab analysis is included in the packet. We are requesting authorization to accept the proposal from Jo Jac's for Nuisance Abatement Services for this calendar year.

Tony Martinez
City of Haysville
Public Works Director

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Nuisance Abatement Services Bid Tab Analysis

Contractor	Grade A	Grade B	Grade C	Grade D	Grade A + B	Grade A + B + C	Grade A + B + C + D	Average
JoJac's Landscaping and Mowing Inc.	\$128.00	\$210.00	\$250.00	\$300.00	\$338.00	\$588.00	\$888.00	\$222.00
Klean Kut Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Landscapes Inc.	\$115.00	\$350.00	\$570.00	\$1,150.00	\$465.00	\$1,035.00	\$2,185.00	\$546.25
K & A Property Maintenance LLC.	\$105.00	\$335.00	\$550.00	\$1,100.00	\$440.00	\$990.00	\$2,090.00	\$522.50

Number of Abatements 2016

Grades of Abatements	Number
Grade A Base	5
Grade A 1.5 Multiplier	0
Grade A 2 Multiplier	0
Grade A 3 Multiplier	0
Grade B	5
Grade C	1
Grade D	0

Costs for 2016 Using Proposals

Contractor	Grade A	Grade B	Grade C	Grade D	Totals	Difference
JoJac's Landscaping and Mowing Inc.	\$640.00	\$1,050.00	\$250.00	\$0.00	\$1,940.00	\$0.00
Klean Kut Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Landscapes Inc.	\$575.00	\$1,750.00	\$570.00	\$0.00	\$2,895.00	\$955.00
K & A Property Maintenance LLC.	\$525.00	\$1,675.00	\$550.00	\$0.00	\$2,750.00	\$810.00

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VENDOR NO NAME	PAYMENT AMT
10 A&E NOW MERIDIAN ANALYT	645.00
195 A-FORD-ABLE	226.95
268 ALLEN, JIMMY	100.00
274 ALTERATIONS ETC.	105.30
392 APEX EXCAVATING, LLC.	375.00
433 ARMSTRONG CHAMBERLIN	530.98
460 ASSOCIATED BUSINESS FORMS	943.18
490 AT&T	153.40
495 AT&T MOBILITY	134.83
530 AUSTIN DISTR./HOSE	1,210.76
565 AWARDS FACTORY INC	20.20
589 B & R RADIATOR, INC.	60.00
695 BEALL & MITCHELL LLC	1,775.53
795 BISHOP LIFTING PRODUCTS	28.92
797 BKD LLP	2,500.00
830 B-R-C BEARING COMPANY INC	71.97
1155 CINTAS CORPORATION	1,244.89
1176 CITY ELECTRIC SUPPLY	2,024.35
1283 CONCRETE WORKS INC	1,622.50
1307 CORE & MAIN (HD SUPPLY)	4,720.00
1325 COX COMMUNICATIONS	216.55
1593 DONOVAN AUTO & TRUCK CTR	267.50
1790 FBI - LEEDA	100.00
1810 FAIRBANK EQUIP INC	37.37
1950 FOLEY INDUSTRIES	500.26

VENDOR NO NAME	PAYMENT AMT
2000 GALLS LLC	534.69
2150 GRAINGER	53.55
2179 GREATER WICHITA YMCA	505.00
2230 HACH COMPANY	2,631.45
2246 HAMPEL OIL	5,725.58
2345 HAYSVILLE RENTAL CENTER	1,031.84
2367 HAYSVILLE TRUE VALUE	528.79
2381 HEARTLAND COCA COLA	390.07
2500 HAC DBA HOMELAND	203.46
2591 HYDROPRO SOLUTIONS	4,112.00
2593 HYSPECO, INC.	223.07
2606 IDEATEK MEDIA LLC	360.00
2673 INSTANT TIRE SERVICE	104.20
2679 CYBERTRON INTERNATIONAL	95.00
2695 INTERNATIONAL CODE COUNCI	135.00
2735 INTERSTATE ALL BATT CTR	92.40
2844 JOHN DEERE FINANCIAL	511.13
3500 KONICA MINOLTA BUS SYS	991.41
3770 LOWE'S BUSINESS ACCOUNT	269.60
3790 M6 CONCRETE ACCESSORIES	558.87
3860 MAXIMUM OUTDOOR EQUIPMENT	63.03
3995 MID-STATES FITNESS EQUIPM	845.00
4073 MILLER, KENNETH B.	1,000.00
4317 NRP	1,680.00
4348 NEW MEDICAL HEALTH CARE	187.50

VENDOR NO NAME	PAYMENT AMT
4351 NEWEGG BUSINESS, INC.	1,045.98
4368 OCEAN SYSTEMS	1,295.00
4370 OFFICE DEPOT	293.95
4396 O'REILLY AUTOMOTIVE INC	829.67
4444 PARKER, DELBERT	100.00
4520 PETTY CASH	1,681.12
4540 PHILLIPS 66 - CONOCO-76	30.24
4662 POWERPLAN	3,476.58
4983 RED DIRT SPORTS	500.00
5335 SEDG CTY FIN-JAIL FEES	959.76
5440 SIGNS & DESIGN INC	4,392.00
5441 SIGNATURE PEST	75.00
5445 SIMMONS BRADY	35.00
5644 SPORTSCON, LLC.	3,250.00
5680 STANION WHOLESALE ELECTRI	27.94
5916 TIMES-SENTINEL NEWSPAPERS	96.00
5940 TRUCK PARTS & EQUIPMENT	40.30
6030 UNITED STATES POSTAL SERV	1,305.00
6300 WAL-MART COMMUNITY	136.23
6355 WATCHGUARD VIDEO	765.00
6383 WELLBEATS	149.00
6480 WICHITA TRACTOR CO	5.25
6610 WICHITA STATE UNIVERSITY	430.00
6700 WILLIAMS JANITORIAL SUPPL	53.66
6701 WILLIAMS, JOY ATTORNEY	1,000.00

VENDOR NO NAME PAYMENT AMT

6731 WRIGHT, GREGORY 35.00
 =====
 REPORT TOTAL 64,455.76

FUND	NAME	TOTAL
01	GENERAL FU	19,435.11
10	SEWER FUND	12,659.17
11	WATER FUND	4,709.86
14	STORMWATER	11.25
21	STREET FUN	1,961.54
30	RECREATION	7,554.00
32	HAYSVILLE	10.00
36	CAPITAL IM	2,025.27
44	KDHE 2017	8,832.00
51	SPECIAL PA	1,668.18
92	TR GUEST T	5,292.78
99	ST REC RES	296.60
	TOTAL	64,455.76

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI ST	GL ACCOUNT	CK SQ

INTRUST								
10 MERIDIAN ANALYTICAL LABS, LLC.								
1800255	1	2/27/18	2/22/18	WATER TESTING	210.00	11	11-31-2040	1
				INVOICE TOTAL	210.00			
1800266	1	2/27/18	2/22/18	WATER TESTING	360.00	10	10-30-2040	1
				INVOICE TOTAL	360.00			
1800296	1	2/27/18	2/23/18	WATER TESTING	75.00	11	11-31-2040	1
				INVOICE TOTAL	75.00			
				VENDOR TOTAL	645.00			
195 A-FORD-ABLE-LOCKSMITHING INC								
181858	1	2/27/18	2/22/18	S/C 2/6 WWTP LOCK/KEY REPAIRS	69.00	10	10-30-2012	1
	2			RES/COMMERCIAL KNOB LOCK	39.95	10	10-30-2012	1
	3			ADJ/ALGN/TIGHTEN EXIST. HRDWR.	100.00	10	10-30-2012	1
	4			RE-KEY VERTEX	18.00	10	10-30-2012	1
				INVOICE TOTAL	226.95			
				VENDOR TOTAL	226.95			
268 JIMMY ALLEN								
2/27/18 A	1	2/27/18	2/22/18	REFEREE BASKETBALL 5 HRS 2/14	100.00	30	30-50-1100	1
				INVOICE TOTAL	100.00			
				VENDOR TOTAL	100.00			
274 ALTERATIONS ETC.								
975525	1	2/27/18	2/23/18	20EA. ALTERATIONS JACKET/BADGE	117.00	01	01-02-2016	1
	2			DISCOUNT	11.70-	01	01-02-2016	1
				INVOICE TOTAL	105.30			
				VENDOR TOTAL	105.30			
392 APEX EXCAVATING, LLC.								
5830	1	2/27/18	2/22/18	WKLY. RENTAL: SCREENING UNIT	187.50	10	10-30-2012	1
				WIND BLOCK - PW BRUSH BURNING				
	2			WKLY. RENTAL: SCREENING UNIT	187.50	21	21-41-2012	1
				WIND BLOCK - PW BRUSH BURNING				
				INVOICE TOTAL	375.00			
				VENDOR TOTAL	375.00			
433 ARMSTRONG CHAMBERLIN								
13137	1	2/27/18	2/22/18	GOOGLE - JAN 2018	380.98	92	92-66-3001	1
				INVOICE TOTAL	380.98			
13158	1	2/27/18	2/22/18	ONLINE MEDIA MGMT. - JAN 2018	150.00	92	92-66-3001	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	530.98			

460 ASSOCIATED BUSINESS FORMS INC

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI	ST	GL	ACCOUNT	CK SQ

				460 ASSOCIATED BUSINESS FORMS INC						
37733	1	2/27/18	2/22/18	LASER PAYROLL CHECKS 1.5M	178.05	01			01-10-2077	1
	2			SHIPPING CHR.G.	22.13	01			01-10-2077	1
	3			LASER A/P CHECKS 2.5M	229.75	01			01-10-2077	1
	4			SHIPPING CHR.G.	22.13	01			01-10-2077	1
	5			HAC RCPT. BOOKS 4.5M	468.99	30			30-50-2004	1
	6			SHIPPING CHR.G.	22.13	30			30-50-2004	1
				INVOICE TOTAL	943.18					
				VENDOR TOTAL	943.18					
				490 A T & T						
FEB 2018 H	1	2/27/18	2/23/18	MONTHLY PHONE BILL	153.40	30			30-50-2003	1
				INVOICE TOTAL	153.40					
				VENDOR TOTAL	153.40					
				495 AT&T MOBILITY						
JAN 2018	1	2/27/18	2/22/18	MONTHLY CELL PHONE BILLING	16.48	30			30-00-2001	1
	2			MONTHLY CELL PHONE BILLING	118.35	30			30-50-2094	1
				INVOICE TOTAL	134.83					
				VENDOR TOTAL	134.83					
				530 AUSTIN HOSE						
1732775	1	2/27/18	2/22/18	SUPER VAC SUCT. HOSE 19' 4PCS.	815.58	10			10-30-2006	1
	2			T-BOLT HOSE CLAMPS 4EA.	28.83	10			10-30-2006	1
				INVOICE TOTAL	844.41					
1732776	1	2/27/18	2/22/18	150PSI FLEX HOSE 100' 5EA. FOR THE SLUDGE TANK	122.72	10			10-30-2006	1
				INVOICE TOTAL	122.72					
1733700	1	2/27/18	2/22/18	PROSPECTOR FLEX - SLUDGE TANK	220.89	10			10-30-2006	1
	2			HOSE ASSY. - ELGIN SWEEPER	145.46	21			21-41-2006	1
				INVOICE TOTAL	366.35					
1733702	1	2/27/18	2/22/18	CREDIT - RETURN FLEX (SLUDGE)	122.72-	10			10-30-2006	1
				INVOICE TOTAL	122.72-					
1734050	1	2/27/18	2/22/18	1/2" CPLR/ADPTR 2EA. -544K LOAD	43.67	10			10-30-2006	1
	2			1/2" CPLR/ADPTR 2EA. -544K LOAD	43.67	11			11-31-2006	1
	3			1/2" CPLR/ADPTR 2EA. -544K LOAD	43.67	21			21-41-2006	1
				INVOICE TOTAL	131.01					
1734375	1	2/27/18	2/22/18	CREDIT - RETURN CPLR/ADPTR FOR THE JD 544K LOADER	43.67-	10			10-30-2006	1
	2			CREDIT - RETURN CPLR/ADPTR FOR THE JD 544K LOADER	43.67-	11			11-31-2006	1
	3			CREDIT - RETURN CPLR/ADPTR FOR THE JD 544K LOADER	43.67-	21			21-41-2006	1
				INVOICE TOTAL	131.01-					
				VENDOR TOTAL	1,210.76					

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI ST	GL ACCOUNT	CK SQ

18-1206	1	2/27/18	2/22/18	565 AWARDS FACTORY INC PLASTIC PLATES 2EA. - PD	20.20	01	01-02-2004	1
				INVOICE TOTAL	20.20			
				VENDOR TOTAL	20.20			
46211	1	2/27/18	2/23/18	589 B & R RADIATOR, INC. S/C 2/21 CLEAN & REPAIR JD 997	60.00	01	01-03-2006	1
				INVOICE TOTAL	60.00			
				VENDOR TOTAL	60.00			
FEB 2018	1	2/27/18	2/22/18	695 BEALL & MITCHELL LLC PROFESSIONAL SERVICES - JUDGE	1,775.53	01	01-06-1100	1
				INVOICE TOTAL	1,775.53			
				VENDOR TOTAL	1,775.53			
PSI15128	1	2/27/18	2/22/18	795 BISHOP LIFTING PRODUCTS, INC. 2-1/2" SWIVEL EYE BLOCKS REPAIRS - LED SIGN TRAILER	28.92	21	21-41-2006	1
				INVOICE TOTAL	28.92			
				VENDOR TOTAL	28.92			
BK00839314	1	2/27/18	2/22/18	797 BKD LLP 2017 FINANCIAL STMT AUDIT PROGRESS BILLING	2,500.00	01	01-10-2041	1
				INVOICE TOTAL	2,500.00			
				VENDOR TOTAL	2,500.00			
0521899-IN	1	2/27/18	2/23/18	830 B-R-C BEARING COMPANY INC BEARINGS 8EA. - EDGER WHEELS	71.97	01	01-03-2006	1
				INVOICE TOTAL	71.97			
				VENDOR TOTAL	71.97			
451451415	1	2/27/18	2/07/18	1155 CINTAS CORPORATION #451 SHOP TOWELS & SUPPLIES	53.85	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	53.85	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	53.84	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	142.66	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	7.01	01	01-20-2016	1
	6			UNIFORM CLEAN & RENT	64.59	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	43.70	11	11-31-2016	1
	8			UNIFORM CLEAN & RENT	32.54	21	21-41-2016	1
				INVOICE TOTAL	452.04			
451453672	1	2/27/18	2/14/18	SHOP TOWELS & SUPPLIES	53.85	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	53.85	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	53.84	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	72.86	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	7.01	01	01-20-2016	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI ST	GL ACCOUNT	CK SQ
	6			UNIFORM CLEAN & RENT	64.59	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	43.70	11	11-31-2016	1
	8			UNIFORM CLEAN & RENT	32.54	21	21-41-2016	1
				INVOICE TOTAL	382.24			
451455976	1	2/27/18	2/21/18	SHOP TOWELS & SUPPLIES	60.04	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	60.04	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	60.05	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	70.14	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	7.01	01	01-20-2016	1
	6			UNIFORM CLEAN & RENT	68.76	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	47.87	11	11-31-2016	1
	8			UNIFORM CLEAN & RENT	36.70	21	21-41-2016	1
				INVOICE TOTAL	410.61			
				VENDOR TOTAL	1,244.89			
				1176 CITY ELECTRIC SUPPLY CO.				
WCW/038043	1	2/27/18	2/22/18	25' LIGHT POLES 2EA-SKATE PARK	1,668.18	51	51-66-3005	1
				INVOICE TOTAL	1,668.18			
WCW/038108	1	2/27/18	2/23/18	MISC. ELECTRICAL SUPPLIES	151.15	36	36-56-3001	1
				DORNER PARK PATH LIGHTS				
				INVOICE TOTAL	151.15			
WCW/038109	1	2/27/18	2/23/18	WIRING/PARTS - HOIST REPAIR	205.02	10	10-30-2006	1
				INVOICE TOTAL	205.02			
				VENDOR TOTAL	2,024.35			
				1283 CONCRETE WORKS INC				
2/27/18 A	1	2/27/18	2/27/18	PROJECT: SIDEWALK - GRAND AVE.	1,622.50	36	36-56-3001	1
				WITHHELD 25% (LEIN RELEASE)				
	2			WITHHELD 25% (LEIN RELEASE)	405.63-	36	36-56-3001	1
				INVOICE TOTAL	1,216.87			
2/27/18 A*	1	2/27/18	2/27/18	PROJECT: SIDEWALK - GRAND AVE.	405.63	36	36-56-3001	2
				WITHHELD 25% (LEIN RELEASE)				
				SDWLK FROM LAMAR TO HUNGERFORD				
				INVOICE TOTAL	405.63			
				VENDOR TOTAL	1,622.50			
				1307 CORE & MAIN				
1159543	1	2/27/18	2/22/18	21X30 PVC METER TILE 64EA-KDHE	3,904.00	44	44-00-2001	1
				2017 KDHE PROJ. - SE WATERLINE				
				INVOICE TOTAL	3,904.00			
1455484	1	2/27/18	2/22/18	1X300' IPS BLUE TUBING - KDHE	816.00	44	44-66-3004	1
				2017 KDHE PROJ. - SE WATERLINE				
				INVOICE TOTAL	816.00			
				VENDOR TOTAL	4,720.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI	ST	GL ACCOUNT	CK SQ

1325 COX COMMUNICATIONS									
FEB 2018PW	1	2/27/18	2/22/18	PW - CABLE/DATA SVCS.	1.04	01		01-03-2002	1
	2			PW - CABLE/DATA SVCS.	1.04	01		01-20-2002	1
	3			PW - CABLE/DATA SVCS.	1.04	10		10-30-2002	1
	4			PW - CABLE/DATA SVCS.	1.04	11		11-31-2002	1
	5			PW - CABLE/DATA SVCS.	1.06	21		21-41-2002	1
				INVOICE TOTAL	5.22				
1593 DONOVAN AUTO & TRUCK CENTER									
MAR 2018 H	1	2/27/18	2/22/18	HAC - CABLE SVC.	81.72	30		30-50-2003	2
	2			HAC - DATA SVC.	129.61	30		30-50-2002	2
				INVOICE TOTAL	211.33				
				VENDOR TOTAL	216.55				
1593 DONOVAN AUTO & TRUCK CENTER									
201124BUW	1	2/27/18	2/22/18	HOSES 2EA. - TRK #23	242.24	10		10-30-2006	1
				INVOICE TOTAL	242.24				
1593 DONOVAN AUTO & TRUCK CENTER									
201195BUW	1	2/27/18	2/22/18	FITTING - TRK #23	25.26	10		10-30-2006	1
				INVOICE TOTAL	25.26				
				VENDOR TOTAL	267.50				
1790 FBI - LEEDA									
2/27/18	1	2/27/18	2/23/18	2018 DUES-K. SEXTON #42397190	50.00	01		01-02-2012	1
				INVOICE TOTAL	50.00				
1790 FBI - LEEDA									
2/27/18*	1	2/27/18	2/23/18	2018 DUES-J. WHITFIELD#42397071	50.00	01		01-02-2012	1
				INVOICE TOTAL	50.00				
				VENDOR TOTAL	100.00				
1810 FAIRBANK EQUIPMENT INC									
S2023554	1	2/27/18	2/22/18	SPRAY SYSTEM NOZZLE CAP/BODY ELGIN SWEEPER REPAIRS	37.37	21		21-41-2006	1
				INVOICE TOTAL	37.37				
				VENDOR TOTAL	37.37				
1950 FOLEY INDUSTRIES									
0000121636	1	2/27/18	2/23/18	30W OIL 5GAL. - 924GZ LOADER	89.21	10		10-30-2006	1
	2			30W OIL 5GAL. - 924GZ LOADER	89.21	11		11-31-2006	1
	3			30W OIL 5GAL. - 924GZ LOADER	89.21	21		21-41-2006	1
				INVOICE TOTAL	267.63				
1950 FOLEY INDUSTRIES									
000017683	1	2/27/18	2/23/18	CREDIT - RETURN COUPLINGS 2EA. JD 544K LOADER	37.69-	10		10-30-2006	1
	2			CREDIT - RETURN COUPLINGS 2EA. JD 544K LOADER	37.69-	11		11-31-2006	1
	3			CREDIT - RETURN COUPLINGS 2EA. JD 544K LOADER	37.70-	21		21-41-2006	1
				INVOICE TOTAL	113.08-				
000121528	1	2/27/18	2/22/18	ELEMENTS 2EA. - 924GZ LOADER	25.67	10		10-30-2006	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI ST	GL ACCOUNT	CK SQ
	2			ELEMENTS 2EA. - 924GZ LOADER	25.67	11	11-31-2006	1
	3			ELEMENTS 2EA. - 924GZ LOADER	25.67	21	21-41-2006	1
				INVOICE TOTAL	77.01			
000122004	1	2/27/18	2/23/18	BOSS 12EA-FOUNTAIN SIGN REPAIR	155.62	36	36-56-3001	1
				INVOICE TOTAL	155.62			
000122005	1	2/27/18	2/23/18	MI SC. COUPLINGS - JD544K LOAD.	37.69	10	10-30-2006	1
	2			MI SC. COUPLINGS - JD544K LOAD.	37.69	11	11-31-2006	1
	3			MI SC. COUPLINGS - JD544K LOAD.	37.70	21	21-41-2006	1
				INVOICE TOTAL	113.08			
				VENDOR TOTAL	500.26			
				2000 GALLS LLC				
009279491	1	2/27/18	2/23/18	TEX TROPS S/S SHIRT 3EA.	115.88	01	01-02-2016	1
				INVOICE TOTAL	115.88			
009303541	1	2/27/18	2/23/18	ZIP OFF BIKE PANTS/SOFTSHELL	418.81	01	01-02-2016	1
				INVOICE TOTAL	418.81			
				VENDOR TOTAL	534.69			
				2150 GRAINGER				
9695546623	1	2/27/18	2/23/18	LINE VOLT MECHANICAL TSTAT 3EA	53.55	11	11-31-2009	1
				INVOICE TOTAL	53.55			
				VENDOR TOTAL	53.55			
				2179 GREATER WICHITA YMCA				
8829	1	2/27/18	2/23/18	BLOOD LI PD SCREENINGS 13EA.	455.00	01	01-23-2085	1
	2			BIOMETRIC REPORT	50.00	01	01-23-2085	1
				INVOICE TOTAL	505.00			
				VENDOR TOTAL	505.00			
				2230 HACH COMPANY				
10825714	1	2/27/18	2/23/18	MI SC. WASTEWATER LAB SUPPLIES	2,525.81	10	10-30-2008	1
	2			FREIGHT	80.08	10	10-30-2008	1
				INVOICE TOTAL	2,605.89			
10831880	1	2/27/18	2/23/18	DI SPOSABLE WIPES 280/PK 4EA.	25.56	10	10-30-2008	1
				INVOICE TOTAL	25.56			
				VENDOR TOTAL	2,631.45			
				2246 HAMPEL OIL				
91005622	1	2/27/18	2/23/18	UNLEADED FUEL 1591 GAL.	3,506.09	01	01-00-2001	1
	2			DI ESEL FUEL 900 GAL.	2,219.49	10	10-30-2009	1
				INVOICE TOTAL	5,725.58			
				VENDOR TOTAL	5,725.58			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI ST	GL ACCOUNT	CK SQ

				2345 HAYSVILLE RENTAL CENTER				
48704	1	2/27/18	2/23/18	HUSQVARNA 322L TRIMMER	207.96	01	01-03-2080	1
	2			HUSQVARNA 327ES EDGER	319.96	01	01-03-2080	1
	3			HUSQVARNA 350BT BACKPAK BLOWER	263.96	01	01-03-2080	1
				INVOICE TOTAL	791.88			
48705	1	2/27/18	2/23/18	PURCHASE: HEDGE TRIMMER 2/12	239.96	01	01-03-2006	1
				INVOICE TOTAL	239.96			
				VENDOR TOTAL	1,031.84			
				2367 HAYSVILLE TRUE VALUE				
1/31/18	1	2/27/18	2/23/18	MONTHLY HARDWARE SUPPLIES	6.00	10	10-30-2006	1
	2			MONTHLY HARDWARE SUPPLIES	5.99	10	10-30-2009	1
	3			MONTHLY HARDWARE SUPPLIES	168.22	10	10-30-2012	1
	4			MONTHLY HARDWARE SUPPLIES	8.66	11	11-31-2006	1
	5			MONTHLY HARDWARE SUPPLIES	101.62	11	11-31-2009	1
	6			MONTHLY HARDWARE SUPPLIES	4.98	21	21-41-2012	1
	7			MONTHLY HARDWARE SUPPLIES	32.49	01	01-03-2006	1
	8			MONTHLY HARDWARE SUPPLIES	78.02	01	01-03-2009	1
	9			MONTHLY HARDWARE SUPPLIES	21.97	01	01-09-2009	1
	10			MONTHLY HARDWARE SUPPLIES	3.18	01	01-09-2048	1
	11			MONTHLY HARDWARE SUPPLIES	10.98	01	01-20-2004	1
	12			MONTHLY HARDWARE SUPPLIES	32.12	30	30-50-2006	1
	13			MONTHLY HARDWARE SUPPLIES	44.76	30	30-50-2025	1
	14			MONTHLY HARDWARE SUPPLIES	9.80	92	92-66-3001	1
				INVOICE TOTAL	528.79			
				VENDOR TOTAL	528.79			
				2381 HEARTLAND COCA COLA				
5914201595	1	2/27/18	2/23/18	MONTHLY BEVERAGE CONCESSIONS	390.07	30	30-50-2031	1
				INVOICE TOTAL	390.07			
				VENDOR TOTAL	390.07			
				2500 HAC INC				
JAN 2018	1	2/27/18	2/23/18	MONTHLY GROCERIES	18.80	01	01-10-2012	1
	2			MONTHLY GROCERIES	13.63	01	01-10-2077	1
	3			MONTHLY GROCERIES	41.45	01	01-12-2015	1
	4			MONTHLY GROCERIES	3.76	10	10-30-2012	1
	5			MONTHLY GROCERIES	3.77	11	11-31-2012	1
	6			MONTHLY GROCERIES	3.77	21	21-41-2012	1
	7			MONTHLY GROCERIES	6.40	30	30-50-2092	1
	8			MONTHLY GROCERIES	69.96	30	30-50-2094	1
	9			MONTHLY GROCERIES	41.92	01	01-18-2012	1
				INVOICE TOTAL	203.46			
				VENDOR TOTAL	203.46			
				2591 HYDROPRO SOLUTIONS, LLC				
0011549-IN	1	2/27/18	2/23/18	MASTERMETER 3G RCVR/ANTENNA	3,350.00	44	44-00-2001	1
	2			2017 KDHE PROJ. - SE WATERLINE FREIGHT	12.00	44	44-00-2001	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI ST	GL ACCOUNT	CK SQ
INVOICE TOTAL					3,362.00			
0011602-IN	1	2/27/18	2/23/18	FCC APP FEE FOR HARMONY MOBI L	750.00	44	44-66-3004	1
INVOICE TOTAL					750.00			
VENDOR TOTAL					4,112.00			
2593 HYSPECO, INC.								
B21670-001	1	2/27/18	2/23/18	BODY ASSY/NOSES PC/BULKHD ADPT JD 544K LOADER REPAIR	74.35	10	10-30-2006	1
	2			BODY ASSY/NOSES PC/BULKHD ADPT JD 544K LOADER REPAIR	74.36	11	11-31-2006	1
	3			BODY ASSY/NOSES PC/BULKHD ADPT JD 544K LOADER REPAIR	74.36	21	21-41-2006	1
INVOICE TOTAL					223.07			
VENDOR TOTAL					223.07			
2606 IDEATEK MEDIA LLC								
180201-96	1	2/27/18	2/23/18	ELECTRONIC BILLBOARD ADVERT.	360.00	92	92-66-3001	1
INVOICE TOTAL					360.00			
VENDOR TOTAL					360.00			
2673 INSTANT TIRE SERVICE								
26162	1	2/27/18	2/23/18	TIRE REPAIR - TRK #6	95.00	21	21-41-2006	1
	2			SHOP SUPPLIES/VALVE STEM	9.20	21	21-41-2006	1
INVOICE TOTAL					104.20			
VENDOR TOTAL					104.20			
2679 CYBERTRON INTERNATIONAL, INC.								
20262568	1	2/27/18	2/23/18	FEB 2018 REFLEXION SPAM FILTER	95.00	01	01-21-2040	1
INVOICE TOTAL					95.00			
VENDOR TOTAL					95.00			
2695 INTERNATIONAL CODE COUNCIL INC								
2018 DUES	1	2/27/18	2/23/18	DUES: MEMBER #0164350 C. BETTLES	135.00	01	01-20-2015	1
INVOICE TOTAL					135.00			
VENDOR TOTAL					135.00			
2735 INTERSTATE ALL BATTERY CENTER								
201019526	1	2/27/18	2/23/18	MI SC. ALKALINE BATTERIES - PW	30.80	10	10-30-2009	1
	2			MI SC. ALKALINE BATTERIES - PW	30.80	11	11-31-2009	1
	3			MI SC. ALKALINE BATTERIES - PW	30.80	21	21-41-2009	1
INVOICE TOTAL					92.40			
VENDOR TOTAL					92.40			
2844 JOHN DEERE FINANCIAL								
1552302	1	2/27/18	2/22/18	REPAIR PARTS - JD 4300 MOWER	285.94	01	01-03-2006	1
INVOICE TOTAL					285.94			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI ST	GL ACCOUNT	CK SQ
1552501	1	2/27/18	2/22/18	REPAIR PARTS - JD 4300 MOWER	116.49	01	01-03-2006	1
				INVOICE TOTAL	116.49			
1552971	1	2/27/18	2/22/18	TURN SIGNAL - JD 4300 MOWER	60.70	01	01-03-2006	1
				INVOICE TOTAL	60.70			
P35646	1	2/27/18	2/23/18	PETTIT MACH. - 22" GASKET 1EA. SLUDGE TANK REPAIR	48.00	10	10-30-2006	1
				INVOICE TOTAL	48.00			
				VENDOR TOTAL	511.13			
				3500 KONICA MINOLTA BUSINESS				
249972099	1	2/27/18	2/23/18	C458 - CITY HALL - BLK/WHT	56.78	01	01-10-2040	1
	2			C458 - CITY HALL - COLOR	57.80	01	01-10-2040	1
				INVOICE TOTAL	114.58			
249972235	1	2/27/18	2/23/18	C458 - PW - BLK/WHT	36.87	01	01-20-2004	1
	2			C458 - PW - COLOR	302.90	01	01-20-2004	1
				INVOICE TOTAL	339.77			
249972341	1	2/27/18	2/23/18	C458 - CITY HALL(2) - BLK/WHT	9.62	01	01-10-2040	1
	2			C458 - CITY HALL(2) - COLOR	180.85	01	01-10-2040	1
				INVOICE TOTAL	190.47			
249972423	1	2/27/18	2/23/18	C458 - PD - BLK/WHT	57.87	01	01-02-2040	1
	2			C458 - PD - COLOR	17.00	01	01-02-2040	1
				INVOICE TOTAL	74.87			
249972506	1	2/27/18	2/23/18	C458 - HAC - BLK/WHT	106.25	99	99-66-3001	1
	2			C458 - HAC - COLOR	41.35	99	99-66-3001	1
				INVOICE TOTAL	147.60			
250104465	1	2/27/18	2/23/18	C360 - SR CNTR - BLK/WHT	19.14	01	01-12-2004	1
	2			C360 - SR CNTR - COLOR	104.98	01	01-12-2004	1
				INVOICE TOTAL	124.12			
				VENDOR TOTAL	991.41			
				3770 LOWES BUSINESS ACCT/GEGRB				
JAN 2018	1	2/27/18	2/23/18	MONTHLY SUPPLIES	11.57	01	01-03-2009	1
	2			MONTHLY SUPPLIES	143.70	10	10-30-2006	1
	3			MONTHLY SUPPLIES	114.33	10	10-30-2012	1
				INVOICE TOTAL	269.60			
				VENDOR TOTAL	269.60			
				3790 M6 CONCRETE ACCESSORIES				
0817276-IN	1	2/27/18	2/23/18	COMM. GRD. SAND 80# BG. - 42EA FOR SANDBLASTING	139.72	10	10-30-2009	1
	2			COMM. GRD. SAND 80# BG. - 42EA FOR SANDBLASTING	139.72	11	11-31-2009	1
	3			COMM. GRD. SAND 80# BG. - 42EA FOR SANDBLASTING	139.72	21	21-41-2009	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI ST	GL ACCOUNT	CK SQ
	4			COMM. GRD. SAND 80# BG. - 42EA FOR SANDBLASTING	139.71	01	01-03-2009	1
				INVOICE TOTAL	558.87			
				VENDOR TOTAL	558.87			
227337	1	2/27/18	2/23/18	3860 MAXIMUM OUTDOOR EQUIPMENT JD 915 BLADES/REACHERS 3EA.	63.03	01	01-03-2006	1
				INVOICE TOTAL	63.03			
				VENDOR TOTAL	63.03			
15243	1	2/27/18	2/23/18	3995 MID-STATES FITNESS EQUIPMENT S/C 2/1 RPLC IFT ON TREADMILL	65.00	30	30-50-2006	1
	2			IFT FOR PRECOR 9541 TREADMILL	735.00	30	30-50-2006	1
	3			TRAVEL/MILEAGE CHARGE	45.00	30	30-50-2006	1
				INVOICE TOTAL	845.00			
				VENDOR TOTAL	845.00			
FEB 2018	1	2/27/18	2/23/18	4073 KENNETH B. MILLER PUBLIC DEFENDER MONTHLY SVCS.	1,000.00	01	01-06-2037	1
				INVOICE TOTAL	1,000.00			
				VENDOR TOTAL	1,000.00			
3093	1	2/27/18	2/23/18	4317 NRP MAR 2018 FOG CONTROLS	1,680.00	10	10-30-2040	1
				INVOICE TOTAL	1,680.00			
				VENDOR TOTAL	1,680.00			
345420	1	2/27/18	2/23/18	4348 NEW MEDICAL HEALTH CARE, LLC A. ZAVALAA - UDS, BAT	47.50	30	30-50-2012	1
				INVOICE TOTAL	47.50			
345477	1	2/27/18	2/23/18	B. JACKSON - UDS, BAT	47.50	30	30-50-2012	1
				INVOICE TOTAL	47.50			
346091	1	2/27/18	2/23/18	C. GRISSOM - DOT UA	15.75	10	10-30-2012	1
	2			C. GRISSOM - DOT UA	11.25	11	11-31-2012	1
	3			C. GRISSOM - DOT UA	6.75	21	21-41-2012	1
	4			C. GRISSOM - DOT UA	11.25	14	14-34-2012	1
				INVOICE TOTAL	45.00			
346178	1	2/27/18	2/23/18	J. SIMONS UDS, BAT	47.50	21	21-41-2012	1
				INVOICE TOTAL	47.50			
				VENDOR TOTAL	187.50			
1301088795	1	2/27/18	2/23/18	4351 NEWEGG BUSINESS, INC. HP PROBOOK 470 LAPTOP - SEWER REPLACEMENT LAPTOP FOR WWTP	996.99	10	10-30-2080	1
				INVOICE TOTAL	996.99			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI ST	GL ACCOUNT	CK SQ
1301090827	1	2/27/18	2/23/18	SEAGATE 500GB LAPTOP 2.5" HD TRANSITIONAL PC - INFO. SYS.	48.99	01	01-21-2042	1
				INVOICE TOTAL	48.99			
				VENDOR TOTAL	1,045.98			
				4368 OCEAN SYSTEMS-DIVISION OF DTI				
00015510	1	2/27/18	2/23/18	ANNUAL SOFTWARE SUPPORT 2018	1,295.00	01	01-02-2040	1
				INVOICE TOTAL	1,295.00			
				VENDOR TOTAL	1,295.00			
				4370 OFFICE DEPOT				
105189378	1	2/27/18	2/23/18	MI SC. OFFICE SUPPLIES	10.21	10	10-30-2004	1
	2			MI SC. OFFICE SUPPLIES	10.21	11	11-31-2004	1
	3			MI SC. OFFICE SUPPLIES	87.77	01	01-10-2077	1
	4			MI SC. OFFICE SUPPLIES	50.18	30	30-50-2004	1
				INVOICE TOTAL	158.37			
105195221	1	2/27/18	2/23/18	STENO BOOK, 6X9 4EA.	5.40	01	01-10-2077	1
				INVOICE TOTAL	5.40			
105744423	1	2/27/18	2/23/18	MI SC. OFFICE SUPPLIES	30.55	10	10-30-2004	1
	2			MI SC. OFFICE SUPPLIES	30.55	11	11-31-2004	1
	3			MI SC. OFFICE SUPPLIES	30.55	21	21-41-2004	1
	4			MI SC. OFFICE SUPPLIES	30.54	01	01-20-2004	1
				INVOICE TOTAL	122.19			
105844635	1	2/27/18	2/23/18	JR. PAD, 6/PK 1EA.	7.99	01	01-20-2004	1
				INVOICE TOTAL	7.99			
				VENDOR TOTAL	293.95			
				4396 O'REILLY AUTOMOTIVE INC				
4814237746	1	2/27/18	2/23/18	BATTERY CLAMPS - POLICE VEHIC.	24.98	01	01-02-2035	1
				INVOICE TOTAL	24.98			
4814237995	1	2/27/18	2/23/18	PRIMER SEAL - TRK #4	22.15	11	11-31-2006	1
				INVOICE TOTAL	22.15			
4814238007	1	2/27/18	2/23/18	MI SC. FILTERS - TRK #16	136.57	21	21-41-2006	1
				INVOICE TOTAL	136.57			
4814238071	1	2/27/18	2/23/18	RUBBING COMP/MI CRO PADS - PARK	11.98	01	01-03-2009	1
				INVOICE TOTAL	11.98			
4814238104	1	2/27/18	2/23/18	GASKET SEALANT - SLUDGE TANK	7.49	10	10-30-2006	1
				INVOICE TOTAL	7.49			
4814238177	1	2/27/18	2/23/18	FUEL FILTER - Z-SPRAYER	3.90	01	01-03-2006	1
				INVOICE TOTAL	3.90			
4814238214	1	2/27/18	2/23/18	GEAR LUBE - PW STOCK	9.98	10	10-30-2009	1
	2			GEAR LUBE - PW STOCK	9.98	11	11-31-2009	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI ST	GL ACCOUNT	CK SQ
	3			GEAR LUBE - PW STOCK	9.98	21	21-41-2009	1
				INVOICE TOTAL	29.94			
4814238222	1	2/27/18	2/23/18	MUFFLER CLAMP - JD6410 MOWER	2.68	21	21-41-2006	1
				INVOICE TOTAL	2.68			
4814238254	1	2/27/18	2/23/18	1GAL. MOTOR OIL 3EA. - PARK	56.97	01	01-03-2006	1
				INVOICE TOTAL	56.97			
4814238332	1	2/27/18	2/23/18	MISC. FILTERS - TRK #4	94.76	11	11-31-2006	1
				INVOICE TOTAL	94.76			
4814238364	1	2/27/18	2/23/18	MINI LAMPS 2EA. - PW STOCK	1.73	10	10-30-2009	1
	2			MINI LAMPS 2EA. - PW STOCK	1.73	11	11-31-2009	1
	3			MINI LAMPS 2EA. - PW STOCK	1.73	21	21-41-2009	1
	4			MINI LAMPS 2EA. - PW STOCK	1.74	01	01-03-2009	1
				INVOICE TOTAL	6.93			
4814238380	1	2/27/18	2/23/18	1QT TRANS FLUID 12EA. - PW STK	25.96	10	10-30-2009	1
	2			1QT TRANS FLUID 12EA. - PW STK	25.96	11	11-31-2009	1
	3			1QT TRANS FLUID 12EA. - PW STK	25.96	21	21-41-2009	1
				INVOICE TOTAL	77.88			
4814238651	1	2/27/18	2/23/18	MINI BULBS/WIRE TIES - PW STK	4.90	10	10-30-2009	1
	2			MINI BULBS/WIRE TIES - PW STK	4.90	11	11-31-2009	1
	3			MINI BULBS/WIRE TIES - PW STK	4.90	21	21-41-2009	1
	4			MINI BULBS/WIRE TIES - PW STK	4.91	01	01-03-2009	1
				INVOICE TOTAL	19.61			
4814238819	1	2/27/18	2/23/18	MISC. FILTERS - TRK #23	131.80	10	10-30-2006	1
				INVOICE TOTAL	131.80			
4814238830	1	2/27/18	2/23/18	COPPER PLUG 1EA. - PARK DEPT.	2.49	01	01-03-2006	1
				INVOICE TOTAL	2.49			
4814238917	1	2/27/18	2/23/18	SUCTION GUN - PW TOOL	3.99	10	10-30-2012	1
	2			SUCTION GUN - PW TOOL	4.00	11	11-31-2012	1
	3			SUCTION GUN - PW TOOL	4.00	21	21-41-2012	1
				INVOICE TOTAL	11.99			
4814239075	1	2/27/18	2/23/18	STARTER - TRK #29	158.82	11	11-31-2006	1
				INVOICE TOTAL	158.82			
4814239153	1	2/27/18	2/23/18	CREDIT - CORE RETURN (STARTER) FOR TRUCK #29	10.00-	11	11-31-2006	1
				INVOICE TOTAL	10.00-			
4814239506	1	2/27/18	2/23/18	OIL/AIR FILTERS - FORKLIFT	8.55	10	10-30-2006	1
	2			OIL/AIR FILTERS - FORKLIFT	8.55	11	11-31-2006	1
	3			OIL/AIR FILTERS - FORKLIFT	8.55	21	21-41-2006	1
				INVOICE TOTAL	25.65			
4814239620	1	2/27/18	2/23/18	PAINT MARKERS 2EA. - PW SHOP	4.36	10	10-30-2012	1
	2			PAINT MARKERS 2EA. - PW SHOP	4.36	11	11-31-2012	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI ST	GL ACCOUNT	CK SQ
	3			PAINT MARKERS 2EA. - PW SHOP	4.36	21	21-41-2012	1
				INVOICE TOTAL	13.08			
				VENDOR TOTAL	829.67			
				4444 DELBERT PARKER				
2/27/18 A	1	2/27/18	2/23/18	REFEREE BASKETBALL 5 HRS 2/14	100.00	30	30-50-1100	1
				INVOICE TOTAL	100.00			
				VENDOR TOTAL	100.00			
				4520 PETTY CASH				
2/27/18	1	2/27/18	2/23/18	REIMBURSE FUND	1.00-	01	01-02-2015	1
	2			REIMBURSE FUND	30.00	01	01-18-2012	1
	3			REIMBURSE FUND	3.33	11	11-31-2015	1
	4			REIMBURSE FUND	3.34	10	10-30-2015	1
	5			REIMBURSE FUND	828.15	11	11-00-5012	1
	6			REIMBURSE FUND	828.15-	11	11-00-5012	1
	7			REIMBURSE FUND	3.33	21	21-41-2015	1
	8			REIMBURSE FUND	10.00	30	30-50-2015	1
	9			REIMBURSE FUND	250.00	30	30-00-5078	1
	10			REIMBURSE FUND	510.00	30	30-00-5077	1
	11			REIMBURSE FUND	108.00	30	30-00-5075	1
	12			REIMBURSE FUND	290.00	01	01-00-5016	1
	13			REIMBURSE FUND	3,278.87	01	01-00-5012	1
	14			REIMBURSE FUND	3,278.87-	01	01-00-5012	1
	15			REIMBURSE FUND	464.12	10	10-00-5012	1
	16			REIMBURSE FUND	10.00	32	32-00-5012	1
				INVOICE TOTAL	1,681.12			
				VENDOR TOTAL	1,681.12			
				4540 PHILLIPS 66 - CONOCO-76				
FEB 2018	1	2/27/18	2/23/18	MONTHLY FUEL PURCHASES	30.24	01	01-02-2010	1
				INVOICE TOTAL	30.24			
				VENDOR TOTAL	30.24			
				4662 POWERPLAN				
891539	1	2/27/18	2/23/18	REPAIR PARTS - 200C TRACKHOE	253.53	10	10-30-2006	1
	2			REPAIR PARTS - 200C TRACKHOE	253.53	11	11-31-2006	1
	3			REPAIR PARTS - 200C TRACKHOE	253.54	21	21-41-2006	1
				INVOICE TOTAL	760.60			
893076	1	2/27/18	2/23/18	AIR FILTER/HYDRAULIC CYLINDER	1,902.86	11	11-31-2006	1
				INVOICE TOTAL	1,902.86			
893083	1	2/27/18	2/23/18	REPAIR PARTS - 200C TRACKHOE	92.62	10	10-30-2006	1
	2			REPAIR PARTS - 200C TRACKHOE	92.62	11	11-31-2006	1
	3			REPAIR PARTS - 200C TRACKHOE	92.62	21	21-41-2006	1
	4			REPAIR PARTS - 310SJ BACKHOE	98.20	11	11-31-2006	1
				INVOICE TOTAL	376.06			
893099	1	2/27/18	2/23/18	REPAIR PARTS - 544K LOADER	77.50	10	10-30-2009	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI ST	GL ACCOUNT	CK SQ
	2			REPAIR PARTS - 544K LOADER	77.51	11	11-31-2009	1
	3			REPAIR PARTS - 544K LOADER	77.51	21	21-41-2009	1
				INVOICE TOTAL	232.52			
897025	1	2/27/18	2/23/18	PARTS CATALOG- JD544K LOADER	68.18	10	10-30-2012	1
	2			PARTS CATALOG- JD544K LOADER	68.18	11	11-31-2012	1
	3			PARTS CATALOG- JD544K LOADER	68.18	21	21-41-2012	1
				INVOICE TOTAL	204.54			
				VENDOR TOTAL	3,476.58			
1020	1	2/27/18	2/23/18	4983 RED DIRT SPORTS GRD 4-6 BASKETBALL TOURNAMENT TEAM REGISTRATION FEE-4 TEAMS	500.00	30	30-50-2092	1
				INVOICE TOTAL	500.00			
				VENDOR TOTAL	500.00			
JAN 2018	1	2/27/18	2/23/18	5335 SEDGWICK COUNTY PRISONER HOUSING 387 HRS.	959.76	01	01-06-3066	1
				INVOICE TOTAL	959.76			
				VENDOR TOTAL	959.76			
37305	1	2/27/18	2/23/18	5440 SIGNS & DESIGN INC HAYSVILLE REUSE TOTES 2000EA	3,500.00	92	92-66-3001	1
	2			HAYSVILLE MAGNETS 500EA	125.00	92	92-66-3001	1
				INVOICE TOTAL	3,625.00			
37508	1	2/27/18	2/23/18	HAYSVILLE 11" BALLOONS 1000EA	330.00	92	92-66-3001	1
	2			HAYSVILLE MULTI-CHRGR. 100EA	437.00	92	92-66-3001	1
				INVOICE TOTAL	767.00			
				VENDOR TOTAL	4,392.00			
15766	1	2/27/18	2/23/18	5441 SIGNATURE PEST CONTROL PEST CONTROL - 523 SARAH LN.	75.00	30	30-50-2025	1
				INVOICE TOTAL	75.00			
				VENDOR TOTAL	75.00			
FEB 2018	1	2/27/18	2/23/18	5445 BRADY SIMMONS REIMBURSE CELL PHONE USE ON CALL PERSONNEL	35.00	01	01-02-2040	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
12364	1	2/27/18	2/23/18	5644 SPORTSCON, LLC. CCP-3 TAPPED COLUMN PADS 7EA	1,575.00	30	30-50-2025	1
	2			LABOR/INSTALLATION CHARGES	1,400.00	30	30-50-2025	1
	3			FREIGHT CHARGES	275.00	30	30-50-2025	1
				INVOICE TOTAL	3,250.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DI ST	GL ACCOUNT	CK SQ
					VENDOR TOTAL		3,250.00	
4459201-00	1	2/27/18	2/23/18	5680 STANION WHOLESALE ELECTRIC CO 1/2" LIQUIDTIGHT ELEC. CONDUIT	27.94	10	10-30-2006	1
					INVOICE TOTAL		27.94	
					VENDOR TOTAL		27.94	
34473	1	2/27/18	2/23/18	5916 TIMES-SENTINEL NEWSPAPERS LAND BANK INVENTORY AD 2/8/18	96.00	36	36-56-3001	1
					INVOICE TOTAL		96.00	
					VENDOR TOTAL		96.00	
1356945	1	2/27/18	2/23/18	5940 TRUCK PARTS & EQUIPMENT INC SEAT SWITCH - TRK #56	59.29	21	21-41-2006	1
					INVOICE TOTAL		59.29	
1356948	1	2/27/18	2/23/18	CREDIT - RETURN SEAT SWITCH FOR TRUCK #56	18.99-	21	21-41-2006	1
					INVOICE TOTAL		18.99-	
					VENDOR TOTAL		40.30	
FEB 2018	1	2/27/18	2/23/18	6030 UNITED STATES POSTAL SERVICE PAYMENT ON PERMIT #1	360.00	10	10-30-2011	1
	2			PAYMENT ON PERMIT #1	720.00	11	11-31-2011	1
					INVOICE TOTAL		1,080.00	
2/27/18	1	2/27/18	2/23/18	FIRST CLASS PRESORT MAILING *PERMIT #1	225.00	01	01-10-2077	2
					INVOICE TOTAL		225.00	
					VENDOR TOTAL		1,305.00	
JAN 2018	1	2/27/18	2/23/18	6300 WAL-MART COMMUNITY/GECRB MONTHLY SUPPLIES	13.18	01	01-01-2015	1
	2			MONTHLY SUPPLIES	49.88	01	01-09-2012	1
	3			MONTHLY SUPPLIES	73.17	30	30-50-2092	1
					INVOICE TOTAL		136.23	
					VENDOR TOTAL		136.23	
0014070	1	2/27/18	2/23/18	6355 WATCHGUARD VIDEO VISTA HD CHEST MNT ASSY. 15EA.	750.00	01	01-02-2016	1
	2			SHIPPING/HANDLING CHARGE	15.00	01	01-02-2016	1
					INVOICE TOTAL		765.00	
					VENDOR TOTAL		765.00	
270592	1	2/27/18	2/23/18	6383 WELLBEATS ELEMENTS BASIC PACKAGE	149.00	99	99-66-3001	1
					INVOICE TOTAL		149.00	

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
VENDOR TOTAL					149.00			
WI51578	1	2/27/18	2/23/18	6480 WICHITA TRACTOR CO SEED CUP - LANDPRIDE SEEDER	5.25	01	01-03-2006	1
INVOICE TOTAL					5.25			
VENDOR TOTAL					5.25			
HWS181044	1	2/27/18	2/23/18	6610 WICHITA STATE UNIVERSITY 2018 LOCAL GOV'T MGMT. SERIES	430.00	01	01-18-2015	1
INVOICE TOTAL					430.00			
VENDOR TOTAL					430.00			
0543998-IN	1	2/27/18	2/23/18	6700 WILLIAMS JANITORIAL SUPPLY AGITATOR PRO - HAC VACUUM PART	53.66	30	30-50-2006	1
INVOICE TOTAL					53.66			
VENDOR TOTAL					53.66			
FEB 2018	1	2/27/18	2/23/18	6701 JOY WILLIAMS PROSECUTING SERVICES	1,000.00	01	01-06-1100	1
INVOICE TOTAL					1,000.00			
VENDOR TOTAL					1,000.00			
FEB 2018	1	2/27/18	2/23/18	6731 GREGORY WRIGHT REIMBURSE CELL PHONE USE ON CALL PERSONNEL	35.00	01	01-02-2040	1
INVOICE TOTAL					35.00			
VENDOR TOTAL					35.00			
INTRUST TOTAL					64,455.76			
TOTAL MANUAL CHECKS					.00			
TOTAL E-PAYMENTS					.00			
TOTAL PURCH CARDS					.00			
TOTAL ACH PAYMENTS					.00			
TOTAL OPEN PAYMENTS					64,455.76			
GRAND TOTALS					64,455.76			

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DIST ID

FEB 2018 1	02/27/2018	4085 MINTER & POLLAK, LC CITY ATTORNEY FEES	3,650.00	01-10-1100	SP FUNDS PERSONNEL SERVICES E-PAYMENT 99869715 2/27/2018	01
		INVOICE TOTAL	3,650.00			
		VENDOR TOTAL	3,650.00			
		GRAND TOTAL	3,650.00			
		E-PAYMENTS	3,650.00			

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
01-00-0010	GENERAL CASH BALANCE	.00	3,650.00	3,650.00-
01-10-1100	SP FUNDS PERSONNEL SERVICES	3,650.00	.00	3,650.00
TRANSACTION TOTALS		3,650.00	3,650.00	.00
FUND	NAME	DEBITS	CREDITS	
01	GENERAL FUND	3,650.00	3,650.00	
TOTALS		3,650.00	3,650.00	

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CITY OF HAYSVILLE

ACTION REQUEST FORM

To: Public Works Director

Date: 1/30/18

Address of Request: 120 Stearns Ave.

(please complete a separate form for each property)

The following action is being requested:

Received complaint about trash piling up in the backyard for the last several months.
Possibly no trash service.

Please:

Check into this

Contact me to discuss this

further by phone or email (circle one)

Get me information regarding this

Other

Submitted By:

Name: Russ Kessler

Phone #: 644-4938

Email russ@russkessler.com

COMPLETED

FIRST RESPONSE:

Remarks from staff:

Code Enforcement has verified trash service is current at residence in question.
Procedure to notify owner of violation, either in person or via US mail, is ongoing at this time.

--Code Enforcement Officer Kyle Berger 2-9-2018

Signature:

Date:

UPDATE:

Remarks from staff

Contact has been made with responsible party and property is now in compliance.
Request is considered closed

--Code Enforcement Officer Kyle Berger 2-23-2018

Signature:

Date:

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CITY OF HAYSTACK

ACTION REQUEST FORM

To: Public Works Director

Date: 2/12/18

Address of Request: Cottonwood Ln & Twin Pines (please complete a separate form for each property)

The following action is being requested:

There is dirt and debris in the gutter from time. This inhibits drainage.

Please:

- Check into this
- Contact me to discuss this further by phone or email (circle one)
- Get me information regarding this
- Other

Submitted By:

Name: Janet Parton

Phone #: 316-641-4186

Email rjparton@sbcglobal.net

COMPLETED

FIRST RESPONSE:

Remarks from staff:

Street Department cleaned out the storm gutter in question using the street sweeper.
Case considered closed.

--Public Works Director Tony Martinez 2-23-18

Signature:

Date:

UPDATE:

Remarks from staff

Signature:

Date:

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CITY OF HAYSVILLE

ACTION REQUEST FORM

To: Public Works Director

Date: 2/12/18

Address of Request: Ward Parkway North of Grand (please complete a separate form for each property)

The following action is being requested:

When they did some road work they left asphalt in the gutter. There is also dirt and debris in the gutter from time. This inhibits drainage.

Please:

- Check into this
 - Contact me to discuss this further by phone or email (circle one)
 - Get me information regarding this
 - Other
- _____

Submitted By:

Name: Janet Parton
Phone #: 316-641-4186
Email: rjparton@sbcglobal.net

COMPLETED

FIRST RESPONSE:

Remarks from staff:

Street Department cleaned out the storm gutter in question using the street sweeper. Case considered closed.

--Public Works Director Tony Martinez 2-23-18

Signature:

Date:

UPDATE:

Remarks from staff

Signature:

Date:

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No Supporting Documents