

# CITY OF VALLEY CENTER

## FINAL AGENDA

June 2, 2011

*THE CITY COUNCIL SHALL HOLD ITS REGULAR MEETINGS IN THE COUNCIL CHAMBER IN THE CITY HALL, LOCATED AT 121 S. MERIDIAN, BEGINNING AT 7:00 P.M.*

**June 7, 2011**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION: MINISTERIAL ALLIANCE**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF AGENDA** p 3
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  - C. Zoning Case Z-2011-001- Robert Swinson, 7000 N Chaparral p 69
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13. **CONSENT AGENDA** p 76
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16. **ADJOURN**

*All items listed on this agenda are potential action items unless otherwise noted. The agenda may be modified or changed at the meeting without prior notice.*

*At anytime during the regular City Council meeting, the City Council may meet in executive session for consultation concerning several matters (real estate, litigation, not-elected personnel and security).*

*This is an open meeting, open to the public, subject to the Kansas Open Meetings Act (KOMA). The City of Valley Center is committed to providing reasonable accommodations for persons with disabilities upon request of the individual. Individuals with disabilities requiring an accommodation to attend the meeting should contact the City Clerk in a timely manner, at [cityclerk@valleycenter-ks.gov](mailto:cityclerk@valleycenter-ks.gov) or by phone at (316)755-7310.*

*For Additional information on any item on the agenda, please visit [www.valleycenter-ks.gov](http://www.valleycenter-ks.gov) or call (316) 755-7310.*

## **APPROVAL OF AGENDA**

### **RECOMMENDED ACTION:**

Staff recommends motion to approve the agenda as presented / amended.

## **CLERK'S AGENDA**

### **A. MINUTES:**

Attached are the Minutes from the meeting of May 17, 2011 Regular Council Meeting as prepared by the City Clerk.

### **RECOMMENDED ACTION:**

Staff recommends motion to approve the May 17, 2011 Regular Council Meeting Minutes as presented / amended

REGULAR COUNCIL MEETING  
MAY 17, 2011  
CITY HALL  
121 S. MERIDIAN

Mayor McNown called the meeting to order at 7:00 p.m. with the following members present: Kate Jackson, Judith Leftoff, Marci Maschino, Lou Cicirello, Harrison Gerling, Al Hobson, Lionel Jackson, and Dan Smith.

Staff Present: Joel Pile, City Administrator  
Kristine Polian, City Clerk  
Richard Dunn, City Superintendent  
Lonnie Tormey, Fire Chief  
Mark Hephner, Police Chief  
Neal Owings, Parks Superintendent  
Mike Kelsey, City Engineer  
Barry Arbuckle, City Attorney

Press present: The Ark Valley News

**APPROVAL OF THE AGENDA**

Mayor McNown added an Executive Session under New Business.

Cicirello moved, second by K. Jackson, to approve the Agenda as amended. Vote yea: unanimous. Motion carried.

**CLERK'S AGENDA**

MINUTES- MAY 3, 2011 REGULAR COUNCIL MEETING

Hobson moved, second by L. Jackson to approve the Minutes from the May 3, 2011 Regular Council Meeting as presented. Vote yea: unanimous. Motion carried.

APPROPRIATION ORDINANCE- 05/17/2011

Cicirello moved, second by Maschino, to approve Appropriation Ordinance No. 05/17/2011 as presented. Vote yea: unanimous. Motion carried.

TREASURER'S REPORT APRIL 2011

Maschino moved, second by K. Jackson, to receive and file the April 2011 Treasurer's Report. Vote yea: unanimous. Motion carried.

VALLEY CENTER WELLNESS PROGRAM

City Clerk Polian presented employees with Wellness Program awards.

**NEW BUSINESS****DISCUSSION- PROPOSED CEMETERY IMPROVEMENTS**

Cicirello moved, second by Hobson, to accept the low bid from Pearson excavation to complete the cemetery road as proposed. Vote yea: unanimous. Motion carried.

**EXECUTIVE SESSION**

Cicirello moved, second by Hobson, to go into Executive Session with the City Administrator to discuss non-elected personnel for 20 minutes. Vote yea: unanimous. Motion carried.

The Council meeting resumed at 7:32. Councilmember Cicirello reported no official action was taken in Executive Session.

**CONSENT AGENDA**

K. Jackson moved, second by Maschino, to approve the Consent Agenda as presented. Vote yea: unanimous. Motion carried.

**STAFF REPORTS****POLICE CHIEF HEPHNER**

Reported that a full-time dispatcher resigned; phones may be turned over to the County more often while he is finding a replacement.

**CITY ENGINEER KELSEY**

Said the Ford Street Bridge is near completion, but there have been a few delays due to drainage issues; the contractor is still within the construction time allowed. Said there will be a pre-construction conference for the sewer rehab project on May 18 and the project is due to begin after Memorial Day.

**GOVERNING BODY REPORTS****MAYOR MCNOWN**

Stated he and 3 other Council members attended the Governing Body Institute, which provided very useful information. Reminded everyone there will be a SCAC meeting the following Saturday in Cheney. Asked the Council to make a motion to set a special meeting on June 14.

L. Jackson moved, second by Maschino, to set a special meeting on June 14 at 6:00 p.m. at City Hall to discuss the 2012 Budget. Vote yea: unanimous, Motion carried.

**COUNCILMEMBER CICIRELLO**

Asked if there were any issues to deal with the pool.

Pile stated there have been no major issues, just basic repairs and maintenance. Staff ordered shade sails to provide additional shade for the pool attendees. Said the splash park will be open the following weekend.

COUNCILMEMBER L. JACKSON

Said he has received a number of positive comments from citizens regarding the solid waste utility implemented this year.

COUNCILMEMBER K. JACKSON

Said she has received several negative comments from citizens regarding the solid waste utility in her ward but overall she thinks the utility is working well. Stated she is working with Mr. Pile to get some drainage issues resolved.

Maschino moved, second by Cicirello, to adjourn the meeting. Vote yea: unanimous. Motion carried.

**Meeting adjourned at 7:41 p.m.**

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**Kristine A. Polian, City Clerk**

## **CLERK'S AGENDA**

### **B. APPROPRIATION ORDINANCE:**

Below is the proposed Appropriation Ordinance for June 7, 2011 as prepared by City Staff.

#### June 7, 2011 Appropriation

• Packet #1	\$ 290,854.32
• Packet #2	\$ 1,435.75
• Packet #3	<u>\$ 2,749.71</u>
Total	<b>\$ 295,039.78</b>

### RECOMMENDED ACTION:

Staff recommends motion to approve the June 7, 2011 Appropriation Ordinance as presented / amended.

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADMIN PRO	MAY 2011 MONTHLY ADMIN	GENERAL FUND	ADMINISTRATION	182.00
			TOTAL:	182.00
ANDALE FARMERS CO-OP	FIELDMASTER CF	GENERAL FUND	COMMUNITY DEVELOPMENT	792.24
			TOTAL:	792.24
AT&T	MAY 2011	GENERAL FUND	ADMINISTRATION	374.74
	MAY 2011	GENERAL FUND	LEGAL & MUNICIPAL COUR	34.17
	DATA & PHN SRVCS	GENERAL FUND	POLICE	74.33
	MAY 2011	GENERAL FUND	POLICE	208.68
	MAY 2011	GENERAL FUND	FIRE	34.94
	DATA & PHN SRVCS	GENERAL FUND	EMERGENCY COMMUNICATIO	148.66
	DATA & PHN SRVCS	GENERAL FUND	EMERGENCY COMMUNICATIO	74.33
	MAY 2011	GENERAL FUND	EMERGENCY COMMUNICATIO	180.97
	MAY 2011	GENERAL FUND	PARKS AND PUBLIC GROUN	52.13
	COM BLDG INTERNET	GENERAL FUND	PARKS AND PUBLIC GROUN	65.00
	DATA & PHN SRVCS	WATER OPERATING	NON-DEPARTMENTAL	319.02
	DATA & PHN SRVCS	WATER OPERATING	NON-DEPARTMENTAL	298.37
	VALLEY CREEK PUMP STAT	WATER OPERATING	NON-DEPARTMENTAL	35.03
	DES SUBSTATION	WATER OPERATING	NON-DEPARTMENTAL	40.08
	MAY 2011	WATER OPERATING	NON-DEPARTMENTAL	134.04
	MAY 2011	SEWER OPERATING	NON-DEPARTMENTAL	184.90
			TOTAL:	2,259.39
BEALL & MITCHELL LLC	CASE #097048	GENERAL FUND	LEGAL & MUNICIPAL COUR	150.00
			TOTAL:	150.00
CENTRAL CONSTRUCTION		GENERAL FUND	PARKS AND PUBLIC GROUN	1,875.00
	AREA 1 McLAUGHLIN POND	GENERAL FUND	PARKS AND PUBLIC GROUN	960.00
	2ND AREA McLAUGHLIN POND	GENERAL FUND	PARKS AND PUBLIC GROUN	860.00
			TOTAL:	3,695.00
CITY OF WICHITA	MARCH BIOSOLIDS	SEWER OPERATING	NON-DEPARTMENTAL	7,350.00
	APRIL BIOSOLIDS	SEWER OPERATING	NON-DEPARTMENTAL	6,090.00
			TOTAL:	13,440.00
CIVIC PLUS	MONTHLY FEE JUNE 2011	GENERAL FUND	ADMINISTRATION	91.92
	4/11 MONTHLY SPAM FEES	GENERAL FUND	ADMINISTRATION	20.56
	MONTHLY FEE JUNE 2011	GENERAL FUND	LEGAL & MUNICIPAL COUR	10.81
	4/11 MONTHLY SPAM FEES	GENERAL FUND	LEGAL & MUNICIPAL COUR	2.42
	MONTHLY FEE JUNE 2011	GENERAL FUND	COMMUNITY DEVELOPMENT	5.41
	4/11 MONTHLY SPAM FEES	GENERAL FUND	COMMUNITY DEVELOPMENT	1.21
	MONTHLY FEE JUNE 2011	GENERAL FUND	POLICE	108.13
	4/11 MONTHLY SPAM FEES	GENERAL FUND	POLICE	24.19
	MONTHLY FEE JUNE 2011	GENERAL FUND	FIRE	129.77
	4/11 MONTHLY SPAM FEES	GENERAL FUND	FIRE	29.01
	MONTHLY FEE JUNE 2011	GENERAL FUND	EMERGENCY COMMUNICATIO	43.26
	4/11 MONTHLY SPAM FEES	GENERAL FUND	EMERGENCY COMMUNICATIO	9.67
	MONTHLY FEE JUNE 2011	GENERAL FUND	PARKS AND PUBLIC GROUN	21.63
	4/11 MONTHLY SPAM FEES	GENERAL FUND	PARKS AND PUBLIC GROUN	4.84
	MONTHLY FEE JUNE 2011	GENERAL FUND	ENVIRONMENTAL SERVICES	5.41
	4/11 MONTHLY SPAM FEES	GENERAL FUND	ENVIRONMENTAL SERVICES	1.21
	MONTHLY FEE JUNE 2011	SPECIAL HIGHWAY	SPECIAL HIGHWAY	10.81
	4/11 MONTHLY SPAM FEES	SPECIAL HIGHWAY	SPECIAL HIGHWAY	2.42
	MONTHLY FEE JUNE 2011	WATER OPERATING	NON-DEPARTMENTAL	27.03
	4/11 MONTHLY SPAM FEES	WATER OPERATING	NON-DEPARTMENTAL	6.05

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MONTHLY FEE JUNE 2011	STORMWATER UTILITY	INVALID DEPARTMENT	5.41
	4/11 MONTHLY SPAM FEES	STORMWATER UTILITY	INVALID DEPARTMENT	1.21
	MONTHLY FEE JUNE 2011	SEWER OPERATING	NON-DEPARTMENTAL	5.41
	4/11 MONTHLY SPAM FEES	SEWER OPERATING	NON-DEPARTMENTAL	1.21
			TOTAL:	569.00
COX COMMUNICATIONS	5-21 THRU 6-20 P WRKS NET	GENERAL FUND	PARKS AND PUBLIC GROUN	19.99
	5-21 THRU 6-20 P WRKS NET	SPECIAL HIGHWAY	SPECIAL HIGHWAY	19.98
	5-21 THRU 6-20 P WRKS NET	WATER OPERATING	NON-DEPARTMENTAL	20.00
	5-21 THRU 6-20 P WRKS NET	SEWER OPERATING	NON-DEPARTMENTAL	19.98
			TOTAL:	79.95
DIVERSIFIED LENDING	5/2011 CONTRACT PAYMENT	GENERAL FUND	COMMUNITY DEVELOPMENT	789.67
			TOTAL:	789.67
DR CRUM AND TODD PA	3/2011 RESTITUTION-ADDISO	GENERAL FUND	NON-DEPARTMENTAL	10.00
			TOTAL:	10.00
EMC INSURANCE COMPNY	DON PEARSON 752 859 DEDUC	SEWER OPERATING	NON-DEPARTMENTAL	500.00
			TOTAL:	500.00
HARDMAN BENEFIT PLANS INC	JUNE 2011 WELLNESS	GENERAL FUND	ADMINISTRATION	240.12
			TOTAL:	240.12
ING LIFE INSURANCE & ANNUITY	VFG496-0159	GENERAL FUND	NON-DEPARTMENTAL	50.00
	VFG496-7047	GENERAL FUND	NON-DEPARTMENTAL	15.00
	VFG496-9889	GENERAL FUND	NON-DEPARTMENTAL	350.00
	VFG496-1325	GENERAL FUND	NON-DEPARTMENTAL	12.00
	VFG496-2230	GENERAL FUND	NON-DEPARTMENTAL	50.00
	VFG496-9681	GENERAL FUND	NON-DEPARTMENTAL	100.00
	VFG496-5676	GENERAL FUND	NON-DEPARTMENTAL	25.00
	VFG496-1112	GENERAL FUND	NON-DEPARTMENTAL	20.00
	VFG496-8830	SPECIAL HIGHWAY	NON-DEPARTMENTAL	15.00
	VFG496-2852	WATER OPERATING	NON-DEPARTMENTAL	12.50
	VFG496-0649	WATER OPERATING	NON-DEPARTMENTAL	200.00
			TOTAL:	849.50
INTRUST CARD CENTER CITY OF VALLEY CEN	MARCH PERMITS	GENERAL FUND	NON-DEPARTMENTAL	815.38
	INTERNET	GENERAL FUND	ADMINISTRATION	111.20
	CABLE SERVICE CITY H	GENERAL FUND	ADMINISTRATION	34.81
	ANNUAL MEMBERSHIP	GENERAL FUND	ADMINISTRATION	219.00
	LUGGAGE FEE	GENERAL FUND	ADMINISTRATION	25.00
	CAB FARE	GENERAL FUND	ADMINISTRATION	45.18
	LUGGAGE FEE	GENERAL FUND	ADMINISTRATION	25.00
	PRINTING OVERAGES	GENERAL FUND	ADMINISTRATION	87.25
	SUPL & FOOD CNCL REC	GENERAL FUND	ADMINISTRATION	23.31
	COPY PAPER	GENERAL FUND	ADMINISTRATION	197.50
	10X13 ENVELOPES	GENERAL FUND	ADMINISTRATION	217.90
	MISC OFFICE SUPPLES	GENERAL FUND	ADMINISTRATION	41.96
	CALCULATOR	GENERAL FUND	ADMINISTRATION	50.98
	LASER BILLS	GENERAL FUND	ADMINISTRATION	1,014.65
	METER SHEETS	GENERAL FUND	ADMINISTRATION	43.20
	COFFEE SUPPLIES	GENERAL FUND	ADMINISTRATION	43.90
	NEW COUNCIL ENGRAVIN	GENERAL FUND	ADMINISTRATION	80.05
	MAINT SENIOR VAN	GENERAL FUND	ADMINISTRATION	1,737.58
	WELLNESS INCENTIVE	GENERAL FUND	ADMINISTRATION	50.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WELLNESS INCENTIVE	GENERAL FUND	ADMINISTRATION	50.00
	WELLNESS INCENTIVE	GENERAL FUND	ADMINISTRATION	100.00
	WELLNESS INCENTIVE	GENERAL FUND	ADMINISTRATION	210.00
	WELLNESS INCENTIVE	GENERAL FUND	ADMINISTRATION	100.00
	WELLNESS INCENTIVE	GENERAL FUND	ADMINISTRATION	50.00
	WELLNESS INCENTIVE	GENERAL FUND	ADMINISTRATION	50.00
	WELLNESS INCENTIVE	GENERAL FUND	ADMINISTRATION	50.00
	CHECK FILE RECEIPTS	GENERAL FUND	LEGAL & MUNICIPAL COUR	10.95
	INTERNET	GENERAL FUND	COMMUNITY DEVELOPMENT	18.75
	VC SHELTER SERVICES	GENERAL FUND	COMMUNITY DEVELOPMENT	120.00
	WIC SHELTER SERVICES	GENERAL FUND	COMMUNITY DEVELOPMENT	30.00
	LIGHT BULBS	GENERAL FUND	COMMUNITY DEVELOPMENT	3.19
	FRNTG ANML ADMT FORM	GENERAL FUND	COMMUNITY DEVELOPMENT	673.00
	CFS CARDS	GENERAL FUND	COMMUNITY DEVELOPMENT	70.66
	PRINTING OVERAGES	GENERAL FUND	COMMUNITY DEVELOPMENT	87.25
	POSTAGE	GENERAL FUND	POLICE	2.75
	POSTAGE	GENERAL FUND	POLICE	8.92
	TIRE REPAIR CAR 8	GENERAL FUND	POLICE	16.00
	MAY P-CARD STATEMENT	GENERAL FUND	POLICE	1.72
	MAY P-CARD STATEMENT	GENERAL FUND	POLICE	6.34
	ONLINE RESOURCE INFO	GENERAL FUND	POLICE	35.40
	CFS CARDS	GENERAL FUND	POLICE	70.67
	TIRE REPAIR CAR 7	GENERAL FUND	POLICE	16.00
	OIL CHN 8&9 ROTATE 9	GENERAL FUND	POLICE	74.30
	REPAIRS CAR 11 & 2	GENERAL FUND	POLICE	416.38
	CAR 7 MAINTANCE	GENERAL FUND	POLICE	28.45
	DUTY BOOTS	GENERAL FUND	POLICE	85.99
	UNIFORM BOOTS	GENERAL FUND	POLICE	100.00
	CD/DVD SLEEVES	GENERAL FUND	POLICE	4.88
	POSTAGE	GENERAL FUND	POLICE	4.54
	SHOTGUN AMMO	GENERAL FUND	POLICE	90.44
	MDT BATTERIES	GENERAL FUND	POLICE	350.97
	STOP STICK PARTS	GENERAL FUND	POLICE	142.05
	CAB FARE	GENERAL FUND	FIRE	100.38
	CERTIFICATION EXAM	GENERAL FUND	FIRE	110.00
	CFS CARDS	GENERAL FUND	FIRE	70.67
	UNIFORM SHIRTS	GENERAL FUND	FIRE	559.21
	DESK TOP COMPUTER	GENERAL FUND	FIRE	1,264.08
	MISC FIRE TOOLS	GENERAL FUND	FIRE	768.53
	SUPPLIES	GENERAL FUND	EMERGENCY COMMUNICATIO	38.80
	EQUIPMENT	GENERAL FUND	EMERGENCY COMMUNICATIO	31.69
	HOTEL (COMBINED)	GENERAL FUND	PARKS AND PUBLIC GROUN	1,020.19
	SPEAKER MIC	GENERAL FUND	PARKS AND PUBLIC GROUN	125.10
	LAMINATE MAPS	GENERAL FUND	PARKS AND PUBLIC GROUN	74.10
	TIRE REPAIR	GENERAL FUND	PARKS AND PUBLIC GROUN	7.00
	LAWN & TREE APPLICAT	GENERAL FUND	PARKS AND PUBLIC GROUN	5,915.40
	TEST & REPLACE COIL	GENERAL FUND	PARKS AND PUBLIC GROUN	241.50
	WINDOW	GENERAL FUND	PARKS AND PUBLIC GROUN	147.00
	INK CARTRIDGES	GENERAL FUND	PARKS AND PUBLIC GROUN	53.96
	CLEANING SUPPLIES	GENERAL FUND	PARKS AND PUBLIC GROUN	49.13
	PAINT SUPPLIES	GENERAL FUND	PARKS AND PUBLIC GROUN	11.97
	LIQUID NAILS	GENERAL FUND	PARKS AND PUBLIC GROUN	11.96
	PAINT ROLLER	GENERAL FUND	PARKS AND PUBLIC GROUN	1.89
	ELECTRIC SWITCH	GENERAL FUND	PARKS AND PUBLIC GROUN	2.69
	WEED BARRIER FABRIC	GENERAL FUND	PARKS AND PUBLIC GROUN	101.30
	WEED BARRIER FABRIC	GENERAL FUND	PARKS AND PUBLIC GROUN	135.05

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WEED BARRIER FABRIC	GENERAL FUND	PARKS AND PUBLIC GROUN	101.30
	EGG ROCK	GENERAL FUND	PARKS AND PUBLIC GROUN	166.50
	EGG ROCK	GENERAL FUND	PARKS AND PUBLIC GROUN	166.50
	EGG ROCK	GENERAL FUND	PARKS AND PUBLIC GROUN	1,332.00
	EGG ROCK	GENERAL FUND	PARKS AND PUBLIC GROUN	80.00
	SOD STAPLES & MISC S	GENERAL FUND	PARKS AND PUBLIC GROUN	87.00
	WEED BARRIER FABRIC	GENERAL FUND	PARKS AND PUBLIC GROUN	202.60
	DOOR SWEEP	GENERAL FUND	PARKS AND PUBLIC GROUN	13.47
	RISERS 2" PIPE PLUGS	GENERAL FUND	PARKS AND PUBLIC GROUN	20.76
	NUTS & BOLTS	GENERAL FUND	PARKS AND PUBLIC GROUN	4.48
	KEYS TIRE CLEANER	GENERAL FUND	PARKS AND PUBLIC GROUN	16.57
	OFFICE SUPPLIES	GENERAL FUND	PARKS AND PUBLIC GROUN	27.67
	EGG ROCK	GENERAL FUND	PARKS AND PUBLIC GROUN	1,578.50
	POOL SIGNS & TEST KI	GENERAL FUND	PARKS AND PUBLIC GROUN	246.03
	DRAIN COVERS	GENERAL FUND	PARKS AND PUBLIC GROUN	498.32
	SHRUBS/PLANTS	GENERAL FUND	PARKS AND PUBLIC GROUN	404.93
	TREES	GENERAL FUND	PARKS AND PUBLIC GROUN	3,804.50
	TREE PLANTING	GENERAL FUND	PARKS AND PUBLIC GROUN	6,820.00
	TREES	GENERAL FUND	PARKS AND PUBLIC GROUN	80.00
	JOHN DEERE PARTIAL CREDIT	GENERAL FUND	PARKS AND PUBLIC GROUN	89.91-
	STOP STICKS	EQUIPMENT RESERVE	NON-DEPARTMENTAL	819.20
	GAN RACKS PATROL VEH	EQUIPMENT RESERVE	NON-DEPARTMENTAL	630.87
	INTERNET	SPECIAL HIGHWAY	SPECIAL HIGHWAY	26.65
	#29 NEW WINDSHIELD	SPECIAL HIGHWAY	SPECIAL HIGHWAY	149.15
	HEP IMMUNIZATIONS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	97.34
	COREDRIILL 402 E FIFT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	190.00
	TITLE & REGISTRATION	SPECIAL HIGHWAY	SPECIAL HIGHWAY	27.50
	MISC WIRE & CONNE#23	SPECIAL HIGHWAY	SPECIAL HIGHWAY	28.36
	#23 SWTCH LIGHT BAR	SPECIAL HIGHWAY	SPECIAL HIGHWAY	15.00
	#23 TOGGLE SWITCH	SPECIAL HIGHWAY	SPECIAL HIGHWAY	5.99
	SCHOOL SIGNAL REPAIR	SPECIAL HIGHWAY	SPECIAL HIGHWAY	100.76
	4 AIR FILTERS #45 SW	SPECIAL HIGHWAY	SPECIAL HIGHWAY	135.46
	#50 REPLACED PIN BAC	SPECIAL HIGHWAY	SPECIAL HIGHWAY	79.23
	NUTS & BLTS FOR #23	SPECIAL HIGHWAY	SPECIAL HIGHWAY	8.42
	NUTS & BOLTS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	3.22
	LECE CONN 1/2 RECEIV	SPECIAL HIGHWAY	SPECIAL HIGHWAY	14.17
	CLAMPS DIRTEX SPRAY	SPECIAL HIGHWAY	SPECIAL HIGHWAY	24.72
	SHRINK TUBING ELEC C	SPECIAL HIGHWAY	SPECIAL HIGHWAY	17.75
	LED LIGHT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	62.00
	HOSE BARB TEE WING N	SPECIAL HIGHWAY	SPECIAL HIGHWAY	43.90
	26 DRAWER CABINET CO	SPECIAL HIGHWAY	SPECIAL HIGHWAY	33.36
	DRILL BIT & 2 CUT OF	SPECIAL HIGHWAY	SPECIAL HIGHWAY	10.57
	13" TOOL BOX RIVETS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	24.75
	5 PAINT BRUSHES	SPECIAL HIGHWAY	SPECIAL HIGHWAY	4.95
	FIRST AID	SPECIAL HIGHWAY	SPECIAL HIGHWAY	31.00
	FIRST AID	SPECIAL HIGHWAY	SPECIAL HIGHWAY	24.71
	1 YEAR LEASE OXYGEN	SPECIAL HIGHWAY	SPECIAL HIGHWAY	67.00
	#23 NEW RADIO	SPECIAL HIGHWAY	SPECIAL HIGHWAY	655.75
	WINDSHIELD WASHER FL	SPECIAL HIGHWAY	SPECIAL HIGHWAY	58.72
	2-2.5 GAL 2-4-D WEED	SPECIAL HIGHWAY	SPECIAL HIGHWAY	79.98
	2-2.5 GALLONS ROUND	SPECIAL HIGHWAY	SPECIAL HIGHWAY	195.96
	RUBBER BOOTS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	16.99
	RAIN COAT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	34.95
	3 CANS WINDSHIELD CL	SPECIAL HIGHWAY	SPECIAL HIGHWAY	14.97
	#23 CARGO NET	SPECIAL HIGHWAY	SPECIAL HIGHWAY	24.99
	LEVEL & TOTE TRAY	SPECIAL HIGHWAY	SPECIAL HIGHWAY	34.95

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	GRINDER REPLACEMENT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	14.07
	PIZZA CITY WIDE CLEA	SPECIAL HIGHWAY	SPECIAL HIGHWAY	58.82
	#36 FUEL & OIL	SPECIAL HIGHWAY	SPECIAL HIGHWAY	125.00
	5.420 TONS HOT MIX N	SPECIAL HIGHWAY	SPECIAL HIGHWAY	281.84
	3 LOADS OF ROAD GRAV	SPECIAL HIGHWAY	SPECIAL HIGHWAY	86.40
	POSTAGE STATE SAMPLE	WATER OPERATING	NON-DEPARTMENTAL	5.10
	POSTAGE STATE SAMPLE	WATER OPERATING	NON-DEPARTMENTAL	5.10
	INTERNET	WATER OPERATING	NON-DEPARTMENTAL	26.65
	HEP IMMUNIZATIONS	WATER OPERATING	NON-DEPARTMENTAL	97.34
	DUTY PHNE MARCH/APRI	WATER OPERATING	NON-DEPARTMENTAL	26.79
	COPY MAINT CONTR APR	WATER OPERATING	NON-DEPARTMENTAL	115.16
	SPRINKLER REPAIR	WATER OPERATING	NON-DEPARTMENTAL	998.87
	TRAINING STEVE MERTI	WATER OPERATING	NON-DEPARTMENTAL	150.00
	DOOR HANGERS	WATER OPERATING	NON-DEPARTMENTAL	290.00
	#27 ALIGNMENT & 2 TI	WATER OPERATING	NON-DEPARTMENTAL	460.06
	#56 RAPLACEMENT NOZZ	WATER OPERATING	NON-DEPARTMENTAL	204.91
	BRASS NIPPLES	WATER OPERATING	NON-DEPARTMENTAL	7.58
	2 GRIT SAND ROLLS	WATER OPERATING	NON-DEPARTMENTAL	5.38
	ANNUAL BACKFLOW TEST	WATER OPERATING	NON-DEPARTMENTAL	100.00
	MARCH UNIFORMS	WATER OPERATING	NON-DEPARTMENTAL	118.76
	MARCH UNIFORMS	WATER OPERATING	NON-DEPARTMENTAL	118.76
	MARCH UNIFORMS	WATER OPERATING	NON-DEPARTMENTAL	111.26
	MARCH UNIFORMS	WATER OPERATING	NON-DEPARTMENTAL	179.44
	DRAWER ORGANIZER GLU	WATER OPERATING	NON-DEPARTMENTAL	158.49
	SHVL DRAIN SPADE SCR	WATER OPERATING	NON-DEPARTMENTAL	47.75
	4 KEYS	WATER OPERATING	NON-DEPARTMENTAL	7.16
	5 KEYS	WATER OPERATING	NON-DEPARTMENTAL	8.95
	BOLT SNAP RING SAM	WATER OPERATING	NON-DEPARTMENTAL	3.19
	NUTS AND BOLTS	WATER OPERATING	NON-DEPARTMENTAL	25.44
	75 REBAR W/O PLATE	WATER OPERATING	NON-DEPARTMENTAL	66.75
	PADLOCK & CHN WELL 8	WATER OPERATING	NON-DEPARTMENTAL	17.12
	FILTER FOR ICE MAKER	WATER OPERATING	NON-DEPARTMENTAL	22.78
	METER BOX EXT PVC ME	WATER OPERATING	NON-DEPARTMENTAL	1,654.17
	SIGN INSTALLATION &	WATER OPERATING	NON-DEPARTMENTAL	35.00
	BACKFLOW TESTING EQU	WATER OPERATING	NON-DEPARTMENTAL	428.29
	#20 NEW TIRES	WATER OPERATING	NON-DEPARTMENTAL	569.00
	REPLACED TIRES #46 4	WATER OPERATING	NON-DEPARTMENTAL	583.30
	10 1" ELSTER ITRON E	WATER OPERATING	NON-DEPARTMENTAL	855.36
	INTERNET	SEWER OPERATING	NON-DEPARTMENTAL	26.65
	APRIL LAB TESTING	SEWER OPERATING	NON-DEPARTMENTAL	473.60
	TRAINING FOR RICHARD	SEWER OPERATING	NON-DEPARTMENTAL	150.00
	NAIL & BOLT BARREL	SEWER OPERATING	NON-DEPARTMENTAL	41.68
	40' 5/16 SS CHAIN	SEWER OPERATING	NON-DEPARTMENTAL	564.07
	NUTS BOLTS SPADE WOO	SEWER OPERATING	NON-DEPARTMENTAL	10.82
	CIRCUIT TESTER	SEWER OPERATING	NON-DEPARTMENTAL	5.79
	PLANT SUPP TOOL RACK	SEWER OPERATING	NON-DEPARTMENTAL	17.98
	CROW BAR & DIGGING B	SEWER OPERATING	NON-DEPARTMENTAL	71.78
	2 PICKS RR 5LB HARDW	SEWER OPERATING	NON-DEPARTMENTAL	42.90
	HAMMER & SAW BLADE	SEWER OPERATING	NON-DEPARTMENTAL	40.78
	IMPACT DRIVER	SEWER OPERATING	NON-DEPARTMENTAL	254.99
	BACKFLOW TESTING EQU	SEWER OPERATING	NON-DEPARTMENTAL	428.29
			TOTAL:	48,338.93
J & J DRAINAGE PRODUCTS	CEMTERY ROAD EXPANSION	CAPITAL PROJECTS F	CEMTERY ROAD	2,740.00
			TOTAL:	2,740.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
JACK HENRY & ASSOCIATES	AUDIO TEL REMIT PLUS ANNU	GENERAL FUND	ADMINISTRATION	1,813.88
			TOTAL:	1,813.88
JCI INDRUSTRIES INC	1 MOYNO ANNIHILATOR	SEWER SURPLUS RESE	NON-DEPARTMENTAL	38,987.00
			TOTAL:	38,987.00
KANSAS DEPT OF REVENUE	5-20-11 BW KS KW-5 TAX WH	GENERAL FUND	NON-DEPARTMENTAL	1,805.55
	5-20-11 BW KS KW-5 TAX WH	SPECIAL HIGHWAY	NON-DEPARTMENTAL	161.03
	5-20-11 BW KS KW-5 TAX WH	WATER OPERATING	NON-DEPARTMENTAL	435.75
	5-20-11 BW KS KW-5 TAX WH	SEWER OPERATING	NON-DEPARTMENTAL	113.36
			TOTAL:	2,515.69
KANSAS GAS SERVICE	4/4-5/3/2011 CITY GAS SVC	GENERAL FUND	ADMINISTRATION	169.15
	4/4-5/3/2011 CITY GAS SVC	GENERAL FUND	POLICE	15.57
	4/4-5/3/2011 CITY GAS SVC	GENERAL FUND	FIRE	7.78
	4/4-5/3/2011 CITY GAS SVC	GENERAL FUND	EMERGENCY COMMUNICATIO	15.57
	4/4-5/3/2011 CITY GAS SVC	WATER OPERATING	NON-DEPARTMENTAL	17.93
	4/4-5/3/2011 CITY GAS SVC	WATER OPERATING	NON-DEPARTMENTAL	60.54
	4/4-5/3/2011 CITY GAS SVC	SEWER OPERATING	NON-DEPARTMENTAL	836.87
			TOTAL:	1,123.41
KANSAS OFFICE OF THE TREASURER	3/2011 L/E TRNG FUND	GENERAL FUND	NON-DEPARTMENTAL	1,057.49
	3/2011 JUDICIAL BRAN	GENERAL FUND	NON-DEPARTMENTAL	26.51
	FEBRUARY ADD'L	GENERAL FUND	NON-DEPARTMENTAL	59.00
	3/2011 REINSTATEMENT	GENERAL FUND	NON-DEPARTMENTAL	59.00
			TOTAL:	1,202.00
KANSAS ONE-CALL SYSTEM IN	APRIL LOCATES	SEWER OPERATING	NON-DEPARTMENTAL	21.30
			TOTAL:	21.30
KANSAS PAYMENT CENTER	98D002573	GENERAL FUND	NON-DEPARTMENTAL	110.31
	09DM009607	GENERAL FUND	NON-DEPARTMENTAL	144.97
	06DM000961	GENERAL FUND	NON-DEPARTMENTAL	150.00
	06DM000734	GENERAL FUND	NON-DEPARTMENTAL	224.00
	07DM000222	GENERAL FUND	NON-DEPARTMENTAL	221.54
	05DM06422	WATER OPERATING	NON-DEPARTMENTAL	204.50
	06DM006517	WATER OPERATING	NON-DEPARTMENTAL	374.39
			TOTAL:	1,429.71
KANSAS RUAL WATER ASSN	DUES & SUBSCRIPTION	WATER OPERATING	NON-DEPARTMENTAL	720.00
			TOTAL:	720.00
KDHE	TRAINING	WATER OPERATING	NON-DEPARTMENTAL	50.00
			TOTAL:	50.00
KMIT-KS MUNICIPAL INSURANCE	KMIT-KS MUNICIPAL INS - FI	GENERAL FUND	NON-DEPARTMENTAL	225.46-
	KMIT-KS MUNICIPAL INS - AD	GENERAL FUND	NON-DEPARTMENTAL	3.85-
	KMIT-KS MUNICIPAL INS - LE	GENERAL FUND	NON-DEPARTMENTAL	9.64-
	KMIT-KS MUNICIPAL INS - CO	GENERAL FUND	NON-DEPARTMENTAL	391.18-
	2010 FINAL COMPENSATION	GENERAL FUND	ADMINISTRATION	239.00
	2010 FINAL COMPENSATION	GENERAL FUND	ADMINISTRATION	5,957.00
	2010 FINAL COMPENSATION	GENERAL FUND	POLICE	2,159.00
	2010 FINAL COMPENSATION	GENERAL FUND	FIRE	975.00
	2010 FINAL COMPENSATION	GENERAL FUND	EMERGENCY COMMUNICATIO	16.00
	2010 FINAL COMPENSATION	GENERAL FUND	PARKS AND PUBLIC GROUN	402.00
	2010 FINAL COMPENSATION	GENERAL FUND	PARKS AND PUBLIC GROUN	402.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	KMIT-KS MUNICIPAL INSURANC	SPECIAL HIGHWAY	NON-DEPARTMENTAL	1,079.12-
	2010 FINAL COMPENSATION	WATER OPERATING	NON-DEPARTMENTAL	129.00
	KMIT-KS MUNICIPAL INSURANC	SEWER OPERATING	NON-DEPARTMENTAL	217.75-
			TOTAL:	8,352.00
KPEERS	EMP DEDUCT-GEN	GENERAL FUND	NON-DEPARTMENTAL	2,053.36
	EMPR BENEFITS-GEN	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	2,989.75
	EMP DEDUCT-SP STS	SPECIAL HIGHWAY	NON-DEPARTMENTAL	221.90
	EMPR BENEFITS-SP STS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	321.37
	EMP DEDUCT-WATER	WATER OPERATING	NON-DEPARTMENTAL	421.31
	EMPR BENEFITS-WATER	WATER OPERATING	NON-DEPARTMENTAL	602.34
	EMP DEDUCT-SEWER	SEWER OPERATING	NON-DEPARTMENTAL	138.31
	EMPR BENEFITS-SEWER	SEWER OPERATING	NON-DEPARTMENTAL	233.06
			TOTAL:	6,981.40
Laurie B Williams	0914039	GENERAL FUND	NON-DEPARTMENTAL	55.00
	081223113	WATER OPERATING	NON-DEPARTMENTAL	100.00
	081002813	WATER OPERATING	NON-DEPARTMENTAL	84.00
			TOTAL:	239.00
Loren H Houk	CITY ATTY SVCS #0902	GENERAL FUND	LEGAL & MUNICIPAL COUR	250.00
			TOTAL:	250.00
Lowenthal Webb & Odermann	2010 ANNUAL AUDIT	GENERAL FUND	ADMINISTRATION	1,038.48
	2010 ANNUAL AUDIT	GENERAL FUND	LEGAL & MUNICIPAL COUR	1,038.46
	2010 ANNUAL AUDIT	GENERAL FUND	COMMUNITY DEVELOPMENT	1,038.46
	2010 ANNUAL AUDIT	GENERAL FUND	POLICE	1,038.46
	2010 ANNUAL AUDIT	GENERAL FUND	FIRE	1,038.46
	2010 ANNUAL AUDIT	GENERAL FUND	EMERGENCY COMMUNICATIO	1,038.46
	2010 ANNUAL AUDIT	GENERAL FUND	PARKS AND PUBLIC GROUN	1,038.46
	2010 ANNUAL AUDIT	GENERAL FUND	ENVIRONMENTAL SERVICES	1,038.46
	2010 ANNUAL AUDIT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	1,038.46
	2010 ANNUAL AUDIT	WATER OPERATING	NON-DEPARTMENTAL	1,038.46
	2010 ANNUAL AUDIT	STORMWATER UTILITY	INVALID DEPARTMENT	1,038.46
	2010 ANNUAL AUDIT	SOLID WASTE UTILIT	INVALID DEPARTMENT	1,038.46
	2010 ANNUAL AUDIT	SEWER OPERATING	NON-DEPARTMENTAL	1,038.46
			TOTAL:	13,500.00
Mansfield Oil Co	2/18-4/7/2011 UNLEAD FUEL	GENERAL FUND	POLICE	5,184.89
	2/18-4/7/2011 UNLEAD FUEL	GENERAL FUND	FIRE	66.52
	2/18-4/7/2011 UNLEAD FUEL	GENERAL FUND	PARKS AND PUBLIC GROUN	582.70
	2/18-4/7/2011 UNLEAD FUEL	GENERAL FUND	ENVIRONMENTAL SERVICES	329.06
	2/18-4/7/2011 UNLEAD FUEL	SPECIAL HIGHWAY	SPECIAL HIGHWAY	2,901.05
			TOTAL:	9,064.22
Mayer Specialty Services	LIFT STATION	SEWER OPERATING	NON-DEPARTMENTAL	1,412.50
			TOTAL:	1,412.50
P E C	VC STAFF MEETING	GENERAL FUND	ADMINISTRATION	240.12
	RETAINER	GENERAL FUND	ADMINISTRATION	105.00
	DESN & LABR ADD MAP	GENERAL FUND	COMMUNITY DEVELOPMENT	124.12
	CADD REIM	GENERAL FUND	COMMUNITY DEVELOPMENT	32.00
	FORD STREET BRIDGE	CAPITAL PROJECTS F	69 ACRE - LAND ACQUISI	2,786.00
	12% OF 105,000.00	CAPITAL PROJECTS F	5th ST BRIDGE REPLACEM	12,600.00
	DIRECT LABOR	CAPITAL PROJECTS F	PUBLIC WKS STORAGE BLD	120.06
			TOTAL:	16,007.30

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PREFERRED PLUS OF KANSAS	JUNE 2011 DELTA DENTAL	GENERAL FUND	NON-DEPARTMENTAL	2,280.56
	JUNE 2011 PPK PREM	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	29,709.11
	JUNE 2011 DELTA DENTAL	SPECIAL HIGHWAY	NON-DEPARTMENTAL	163.08
	JUNE 2011 PPK PREM	SPECIAL HIGHWAY	SPECIAL HIGHWAY	2,551.98
	JUNE 2011 DELTA DENTAL	WATER OPERATING	NON-DEPARTMENTAL	243.30
	JUNE 2011 PPK PREM	WATER OPERATING	NON-DEPARTMENTAL	2,885.28
	JUNE 2011 DELTA DENTAL	SEWER OPERATING	NON-DEPARTMENTAL	181.32
	JUNE 2011 PPK PREM	SEWER OPERATING	NON-DEPARTMENTAL	3,158.97
			TOTAL:	41,173.60
SEDGWICK COUNTY	APRIL 2011 PRISONER HOUSI	GENERAL FUND	ADMINISTRATION	50.16
			TOTAL:	50.16
TRAFFIC CONTROL SERVICE	LINE PAINTING	SPECIAL HIGHWAY	SPECIAL HIGHWAY	10,005.89
			TOTAL:	10,005.89
TYLER TECHNOLOGIES INC	MAY ONLINE MONTHLY FEE	GENERAL FUND	ADMINISTRATION	25.00
	TRAINING POOLED CASH	GENERAL FUND	ADMINISTRATION	1,500.00
	ANNL MAINT 5/1/11-4/30/12	GENERAL FUND	ADMINISTRATION	1,365.99
	ANNUAL MAINT 5/11-4/12	GENERAL FUND	ADMINISTRATION	243.40
	MAY ONLINE MONTHLY F	GENERAL FUND	LEGAL & MUNICIPAL COUR	75.00
	MAY ONLINE MONTHLY FEE	GENERAL FUND	LEGAL & MUNICIPAL COUR	25.00
	ANNL MAINT 5/1/11-4/30/12	GENERAL FUND	LEGAL & MUNICIPAL COUR	534.13
	ANNUAL MAINT 5/11-4/12	GENERAL FUND	LEGAL & MUNICIPAL COUR	243.30
	ANNL MAINT 5/1/11-4/30/12	GENERAL FUND	COMMUNITY DEVELOPMENT	507.54
	ANNUAL MAINT 5/11-4/12	GENERAL FUND	COMMUNITY DEVELOPMENT	243.30
	ANNL MAINT 5/1/11-4/30/12	GENERAL FUND	POLICE	857.02
	ANNUAL MAINT 5/11-4/12	GENERAL FUND	POLICE	243.30
	ANNL MAINT 5/1/11-4/30/12	GENERAL FUND	FIRE	960.46
	ANNUAL MAINT 5/11-4/12	GENERAL FUND	FIRE	243.30
	ANNL MAINT 5/1/11-4/30/12	GENERAL FUND	EMERGENCY COMMUNICATIO	589.62
	ANNUAL MAINT 5/11-4/12	GENERAL FUND	EMERGENCY COMMUNICATIO	243.30
	ANNL MAINT 5/1/11-4/30/12	GENERAL FUND	PARKS AND PUBLIC GROUN	792.77
	ANNUAL MAINT 5/11-4/12	GENERAL FUND	PARKS AND PUBLIC GROUN	243.30
	ANNL MAINT 5/1/11-4/30/12	GENERAL FUND	ENVIRONMENTAL SERVICES	467.03
	ANNUAL MAINT 5/11-4/12	GENERAL FUND	ENVIRONMENTAL SERVICES	243.30
	ANNL MAINT 5/1/11-4/30/12	SPECIAL HIGHWAY	SPECIAL HIGHWAY	986.96
	ANNUAL MAINT 5/11-4/12	SPECIAL HIGHWAY	SPECIAL HIGHWAY	243.30
	MAY ONLINE MONTHLY FEE	WATER OPERATING	NON-DEPARTMENTAL	20.00
	ANNL MAINT 5/1/11-4/30/12	WATER OPERATING	NON-DEPARTMENTAL	1,589.56
	ANNUAL MAINT 5/11-4/12	WATER OPERATING	NON-DEPARTMENTAL	243.30
	MAY ONLINE MONTHLY FEE	STORMWATER UTILITY	INVALID DEPARTMENT	20.00
	ANNL MAINT 5/1/11-4/30/12	STORMWATER UTILITY	INVALID DEPARTMENT	589.84
	ANNUAL MAINT 5/11-4/12	STORMWATER UTILITY	INVALID DEPARTMENT	243.30
	MAY ONLINE MONTHLY FEE	SOLID WASTE UTILIT	INVALID DEPARTMENT	20.00
	ANNL MAINT 5/1/11-4/30/12	SOLID WASTE UTILIT	INVALID DEPARTMENT	678.19
	ANNUAL MAINT 5/11-4/12	SOLID WASTE UTILIT	INVALID DEPARTMENT	243.30
	MAY ONLINE MONTHLY FEE	SEWER OPERATING	NON-DEPARTMENTAL	20.00
ANNL MAINT 5/1/11-4/30/12	SEWER OPERATING	NON-DEPARTMENTAL	1,111.18	
ANNUAL MAINT 5/11-4/12	SEWER OPERATING	NON-DEPARTMENTAL	243.30	
			TOTAL:	15,898.29
VALLEY CENTER RECREATION	2010 POOL SETTLEMENT	GENERAL FUND	ADMINISTRATION	14,067.09
			TOTAL:	14,067.09
VANTAGEPOINT TRANS AGENTS	422647-5676	GENERAL FUND	NON-DEPARTMENTAL	50.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	422647-1923	GENERAL FUND	NON-DEPARTMENTAL	25.00_
			TOTAL:	75.00
WASTE MANAGEMENT OF WICHITA	APRIL 2011 CITY TRASH SVC	SOLID WASTE UTILIT	INVALID DEPARTMENT	18,822.06_
			TOTAL:	18,822.06
WESTAR ENERGY	4/5-5/4/2011 CITY ELEC SV	GENERAL FUND	ADMINISTRATION	1,123.52
	4/5-5/4/2011 CITY ELEC SV	GENERAL FUND	ADMINISTRATION	3,342.91
	4/5-5/4/2011 CITY ELEC SV	GENERAL FUND	ADMINISTRATION	39.73
	4/5-5/4/2011 CITY ELEC SV	GENERAL FUND	POLICE	416.41
	4/5-5/4/2011 CITY ELEC SV	GENERAL FUND	FIRE	199.71
	4/5-5/4/2011 CITY ELEC SV	GENERAL FUND	EMERGENCY COMMUNICATIO	399.43
	4/5-5/4/2011 CITY ELEC SV	GENERAL FUND	PARKS AND PUBLIC GROUN	622.68
	4/5-5/4/2011 CITY ELEC SV	SPECIAL HIGHWAY	SPECIAL HIGHWAY	140.11
	4/5-5/4/2011 CITY ELEC SV	WATER OPERATING	NON-DEPARTMENTAL	1,526.36
	4/5-5/4/2011 CITY ELEC SV	SEWER OPERATING	NON-DEPARTMENTAL	4,646.16_
			TOTAL:	12,457.02

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===== FUND TOTALS =====
010 GENERAL FUND                107,598.61
110 EMPLOYEE BENEFITS           32,698.86
127 EQUIPMENT RESERVE           1,450.07
150 SPECIAL HIGHWAY             20,613.57
350 CAPITAL PROJECTS FUND       18,246.06
610 WATER OPERATING             19,342.05
612 STORMWATER UTILITY FUND     1,898.22
613 SOLID WASTE UTILITY         20,802.01
620 SEWER OPERATING             29,217.87
628 SEWER SURPLUS RESERVE       38,987.00
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GRAND TOTAL:                    290,854.32
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SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 02-CVC - VENDOR ACCOUNTS  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 5/07/2011 THRU 5/27/2011  
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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PAYROLL SELECTION

PAYROLL EXPENSES: NO  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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PRINT OPTIONS

PRINT DATE: None  
SEQUENCE: By Vendor Name  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: COUNCIL MTG PKT #1 6-7-2011  
SIGNATURE LINES: 0

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PACKET OPTIONS

INCLUDE REFUNDS: NO  
INCLUDE OPEN ITEM:NO  
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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
CATHY SEXTON	5/2011 SR COORD-CONTRACT	SPECIAL PARKS AND	NON-DEPARTMENTAL	1,125.00_
			TOTAL:	1,125.00
KRISTINE POLIAN	MILEAGE	GENERAL FUND	ADMINISTRATION	295.00
	TURNPIKE CHARGES	GENERAL FUND	ADMINISTRATION	15.75_
			TOTAL:	310.75

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===== FUND TOTALS =====
010 GENERAL FUND                310.75
020 SPECIAL PARKS AND REC        1,125.00
-----
GRAND TOTAL:                    1,435.75
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VENDOR NAME	DESCRIPTION	FUND	FUND	DEPARTMENT	AMOUNT_
BRANDON IVY	3/2011 RESTITUTION	GENERAL	FUND	NON-DEPARTMENTAL	100.00_
				TOTAL:	100.00
BRIAN OXLEY	WTR METER INSTALL-REFUND	GENERAL	FUND	COMMUNITY DEVELOPMENT	900.00
	SEWER INSPECTION	GENERAL	FUND	COMMUNITY DEVELOPMENT	100.00
	WATER EQUITY	GENERAL	FUND	COMMUNITY DEVELOPMENT	535.00
	SEWER EQUITY	GENERAL	FUND	COMMUNITY DEVELOPMENT	868.00_
				TOTAL:	2,403.00
DONNA NICKEL	CANX 5/14 RESERVA-LRG RM	GENERAL	FUND	PARKS AND PUBLIC GROUN	20.00_
				TOTAL:	20.00
LAURA & J L FOX	TREE INCENTIVE PROGRAM	GENERAL	FUND	PARKS AND PUBLIC GROUN	75.00
	TREE INCENTIVE PROGRAM	GENERAL	FUND	PARKS AND PUBLIC GROUN	67.50_
				TOTAL:	142.50
STACY KINGSLAND	COM BLDG REIMBURSEMENT	GENERAL	FUND	PARKS AND PUBLIC GROUN	50.00_
				TOTAL:	50.00
TOM CHENEY	CANX 5/15 DATE @ COMM BLD	GENERAL	FUND	PARKS AND PUBLIC GROUN	20.00_
				TOTAL:	20.00
WADE SPENCER	WATER REFUND 1/3	WATER OPERATING		NON-DEPARTMENTAL	4.74
	TRASH REFUND 1/3	SOLID WASTE UTILIT		INVALID DEPARTMENT	4.73
	SEWER REFUND 1/3	SEWER OPERATING		NON-DEPARTMENTAL	4.74_
				TOTAL:	14.21

===== FUND TOTALS =====

010	GENERAL FUND	2,735.50
610	WATER OPERATING	4.74
613	SOLID WASTE UTILITY	4.73
620	SEWER OPERATING	4.74
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	GRAND TOTAL:	2,749.71
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SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 04-CVC - REIMBURSEMENTS  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 5/07/2011 THRU 5/27/2011  
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
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PAYROLL SELECTION

PAYROLL EXPENSES: NO  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
-----

PRINT OPTIONS

PRINT DATE: None  
SEQUENCE: By Vendor Name  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: COUNCIL MTG PKT #3 6-7-2011  
SIGNATURE LINES: 0  
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PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO  
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SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 03-CVC - EMPLOYEE A/P ACCOUN  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 5/07/2011 THRU 5/27/2011  
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
-----

PAYROLL SELECTION

PAYROLL EXPENSES: NO  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
-----

PRINT OPTIONS

PRINT DATE: None  
SEQUENCE: By Vendor Name  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: COUNCIL MTG PKT #2 6-7-2011  
SIGNATURE LINES: 0  
-----

PACKET OPTIONS

INCLUDE REFUNDS: NO  
INCLUDE OPEN ITEM:NO  
-----

## **PRESENTATIONS / PROCLAMATIONS**

### **A. LIBRARY BOARD PRESENTATION – STATUS UPDATE:**

### **PUBLIC FORUM**

### **APPOINTMENTS**

### **COMMITTEES, COMMISSIONS**

#### **A. MINUTES FOR COUNCIL REVIEW:**

- Planning Commission / BZA, April 26, 2011 Meeting

**VALLEY CENTER PLANNING COMMISSION/BOARD OF ZONING APPEALS**  
**7:00 P.M.**  
**APRIL 26, 2011**  
**121 S. MERIDIAN**

Chairman Gary Janzen called the meeting to order at 7:00 p.m. with the following members present: Don Bosken, John Dailey, Jaque Davis, Steve Jackson, Kathryn Schroeder, Ricky Shellenbarger and Dee Wretburg.

Members Absent: Danny Park

Staff Present: Joel Pile, City Administrator and Angela Millspaugh, Interim Community Development Officer

Press:

**APPROVAL OF THE AGENDA**

Chairperson Janzen move, seconded by Davis to approve the agenda as presented. Vote Yea: Unanimous.

**MINUTES OF MARCH 22, 2011 REGULAR MEETING**

Chairperson Janzen move, seconded by Shellenbarger to approve the minutes as presented. Vote Yea: Unanimous.

**COMMUNICATIONS**

**ITEMS BY ZONING ADMINISTRATOR**

There were no items presented.

**SUBDIVISION COMMITTEE REPORT**

There was no Subdivision Committee Meeting.

**SITE PLAN REVIEW COMMITTEE REPORT**

There was no Site Plan Committee Meeting.

**PUBLIC COMMENT**

None

**CONSENT AGENDA**

None

**CHAIRMAN JANZEN RECESSED THE PLANNING COMMISSION AND CONVENED THE BOARD OF ZONING APPEALS at 7:02 p.m.**

**PUBLIC HEARING – TO CONSIDER A CONDITIONAL USE PERMIT TO ALLOW THE ESTABLISHMENT OF AN AUTOMOBILE REPAIR GARAGE ON PROPERTY ZONED AS THE C-2 GENERAL BUSINESS DISTRICT WITHIN THE DOWNTOWN OVERLAY DISTRICT.**

Chairman Janzen opened the public hearing at 7:02 p.m.

Interim Community Development Officer Millspaugh verified the 20-day notification for the hearing in the Ark Valley News and notices were mailed to all property owners listed within the area of notification. Commissioner Dailey stated he had spoke to a neighboring business owner who is in support of the business. Interim Community Development Officer Angela Millspaugh presented the Conditional Use Report.

Diane Miller, DZ Automotive, Applicant, stated she and her husband would like to relocate their business to 142 Meridian since they have grown out of their existing building. She stated the entrance off of Allen Street would be reverted back to a garage door entrance where the cars would enter and then exit onto the alley. She stated the parking under the awning would be for customers picking up their vehicles. Ms. Miller also stated they would start with four to six working stalls but plan to expand to six or eight stalls. She stated it was the intent that only the cars that are ready to go home would be parked outside. Ms. Miller asked who would be responsible for maintaining the alley. City Administrator Joel Pile stated the City would continue to grade the alley a couple of times a year but would have to be petitioned to make major improvements to upgrade the alley to handle the increase in traffic. Ms. Miller stated there is a big hole in the alley. Chairman Janzen stated that even though it is the City's to maintain, that does not mean the City must maintain it more frequently because the use has changed. There was a discussion on sign placement and landscaping. Interim Community Development Officer Angela Millspaugh stated that not enough improvements were being proposed at this time to require additional screening. There was a discussion on parking. Ms. Miller stated their future plans include purchasing the property to the north for a parking lot. Commissioner Daily stated the lot was in the Downtown Overlay District and asked the Commission if that was the appearance they wanted in that area. There was also a discussion on trash can screening as Ms. Miller stated they have little trash and will most likely keep their dumpster within the building. Commissioner Davis asked if this case should be sent to the Site Plan Review Committee. Commissioner Dailey asked where the tow truck would be parked stating he would prefer to see it parked near the alley.

There were no members of the public present to speak on the issue.

Chairman Janzen closed the public comment portion of the hearing at 7:38 p.m.

Commissioner Dailey stated he would like to see a condition that the tow truck must be parked near the alley. Mr. Pile recommended a condition that any automobile repair business locating on the property must submit a site plan. Commissioner Dailey asked if a condition was needed to allow work on small repairs be allowed outside the building. Ms. Miller stated her current conditional use does permit that.

Commissioner Davis move, seconded by Dailey to approve with the conditions listed and that a site plan for any automobile repair garage must be submitted prior to operating and should include signage, trash location and screening, parking and tow truck parking. Chairperson Janzen stated there was a recommended motion within the script. Commissioner Davis amended her motion, Commissioner Dailey amended his second, that the Chairperson be authorized to sign a Resolution granting the conditional use for Case No. BZA-CU-2011-001 as modified subject to the conditions: A site plan must be submitted and approved before any Automobile Repair Garage business shall commence operation at said location. Such site plan shall include details regarding signage, business vehicle parking and trash screening in addition to the requirements of the Site Plan Review Committee; no outside storage of repair equipment and/or parts of vehicles; off-street parking shall be provided so that there are two parking spaces for every service bay and one for every employee; if the Zoning Administrator, or his or her designee, subsequently finds that there is a violation of any of the conditions attached to the granting of this Conditional Use, the Zoning Administrator, or his or her designee, may in addition to enforcing the other remedies available in the Zoning Regulations, declare the Zoning Permit issued for the Conditional Use is null and void. Vote Yea: Unanimous.

CHAIRPERSON JANZEN ADJOURNED THE BOARD OF ZONING APPEALS AND RECONVENED THE PLANNING COMMISSION at 7:52 p.m.

**UNFINISHED BUSINESS**

None

**NEW BUSINESS**

None

**ITEMS BY PLANNING COMMISSIONERS**

Commissioner Dailey stated that Mr. Pile told the Council that a PUD could be changed and according to the Zoning Regulations that was incorrect. Mr. Pile stated that he told Council is that an applicant could request a change in zoning for that property and not fall within the requirements of the PUD. The zone change request would come back to the Planning Commission for a public hearing.

Commissioner Dailey also asked about the trash screening at City Hall. Mr. Pile stated the City shared trash service with the School District when the building was constructed. He stated that has changed and the screening was on the summer schedule.

Commissioner Schroeder stated she would like the Minutes to be sent with the agenda.

Chairman Janzen move, seconded by Davis, to adjourn. Vote Yea: unanimous.

The meeting was adjourned at 7:57 p.m.

Respectfully submitted,

\_\_\_\_\_  
Angela Millspaugh  
Interim Community Development Officer

Approved by the Valley Center Planning Commission on May 24, 2011.

\_\_\_\_\_  
Gary Janzen, Chairman

## **OLD BUSINESS**

### **A. SALE of GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2011-1:**

- Resolution 581-11 – Authorizing and Directing the Issuance, Sale and Delivery of General Obligation Temporary Notes, Series 2011-1.

Should Council choose to proceed,

### **RECOMMENDED ACTION:**

Staff recommends motion to adopt Resolution 581-11, authorizing and directing the issuance, sale and delivery of General Obligation Temporary Notes, Series 2011-1.

Gilmore & Bell, P.C.  
05/19/2011

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**RESOLUTION NO. 581-11**

**OF**

**THE CITY OF VALLEY CENTER, KANSAS**

**ADOPTED**

**JUNE 7, 2011**

**GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 2011-1**

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**RESOLUTION**

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**RESOLUTION NO. 581-11**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2011-1, OF THE CITY OF VALLEY CENTER, 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 Valley Center, Kansas (the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Issuer, pursuant to the provisions of the laws of the State of Kansas applicable thereto, specifically including K.S.A. 12-6a01 *et seq.* (the “Act”), by proceedings duly had, has heretofore authorized certain internal improvements described as follows (collectively, the “Improvements”):

<b>Project Description</b>	<b>Res. No.</b>	<b>Estimated Cost*</b>
P.C.A. Addition – Water Main Improvements	552-09	\$ 54,000.00
Prairie Lakes Addition – Storm Water Drain Improvements – Phase 4	551-08	<u>80,000.00</u>
<b>Total:</b>		<b><u>\$134,000.00</u></b>

\*plus associated financing costs

; and

**WHEREAS**, the Issuer has heretofore issued the following General Obligation Temporary Notes to temporarily finance a portion of the costs of the Improvements:

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>	<u>Redemption Amount</u>	<u>Redemption Date</u>
2009-1	09/10/2009	08/01/2011	\$155,000	\$155,000	\$155,000	06/28/2011

(the “Existing Notes”); and

**WHEREAS**, permanent financing for the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on the Existing Notes by the issuance of additional temporary notes of the Issuer; 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 \$175,000 to refund the Existing Notes.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER, 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 Valley Center, Kansas.

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

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

**“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, 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 2011-1 created pursuant to **Section 501** hereof.

**“Dated Date”** means June 23, 2011.

**“Debt Service Account”** means the Debt Service Account for General Obligation Temporary Notes, Series 2011-1 (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) the obligations are rated in the highest rating category by Moody's (presently “Aaa”) or Standard & Poor's (presently “AAA”).

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

**“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.

**“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 February 1, 2012.

**“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 between the Issuer and the Purchaser, relating to the sale of the Notes.

**“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 2011-1, 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  
121 S. Meridian  
Valley Center, Kansas 67147  
Fax: (316) 755-7319

(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:

Piper Jaffray & Co.  
11150 Overbrook, Suite 310  
Leawood, Kansas 66211  
Fax: (913) 345-3393

(d) To the Rating Agency(ies):

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

Standard & Poor's, a division of  
The McGraw-Hill Companies, 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 *Section 701* 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 Piper Jaffray & Co., Leawood, Kansas, 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 Fund”** means the Redemption Fund for Refunded Notes created pursuant to *Section 501* hereof.

**“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.

**“Refunded Notes”** means the Series 2009-1 Notes, in the aggregate principal amount of \$155,000.

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

**“Refunded Notes Redemption Date”** means June 28, 2011.

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

**“Replacement Notes”** means Notes issued to the Beneficial Owners of the Notes in accordance with *Section 211* hereof.

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

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

**“Series 2009-1 Notes”** means the Issuer's General Obligation Temporary Notes, Series 2009-1, dated September 10, 2009.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to *Section 205* hereof for the payment of Defaulted Interest.

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

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

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

**“Stated Maturity”** when used with respect to any 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 *Section 504(a)* 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 2011-1, of the Issuer in the Principal amount of \$175,000, for the purpose of: (a) providing funds to retire the Refunded Notes; and (b) paying 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:

<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>
<u>August 1</u>	<u>Amount</u>	<u>of Interest</u>
2012	\$175,000	[_____]%

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 205* 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 *Section 304* 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 *Section 205* hereof.

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 Mayor 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 February 1, 2012, 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 303** 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 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) Redemption Fund for Refunded Notes;
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2011-1; and
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2011-1.

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 accrued interest, if any, received from the sale of the Notes [and \$\_\_\_\_\_, representing interest on the Notes during construction of the Improvements] shall be deposited in the Debt Service Account.
- (b) The sum of \$[\_\_\_\_\_] shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

### **Section 503. Substitution of Improvements; Reallocation of Proceeds.**

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the 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 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 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 504. Application of Moneys in the Redemption Fund.** Moneys in the Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. The Clerk is authorized and instructed to provide appropriate notice of redemption in accordance with the Refunded Notes Resolution authorizing the issuance of such Refunded Notes. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

**Section 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 other than the Redemption Fund 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.

**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 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 *Section 303(a)* of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the 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 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 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 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, 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 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 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 passage by the governing body of the Issuer.

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**ADOPTED** by the governing body of the Issuer on June 7, 2011.

(SEAL)

\_\_\_\_\_

Mayor

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 June 7, 2011, as the same appears of record in my office.

DATED: June 7, 2011.

\_\_\_\_\_

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 VALLEY CENTER  
GENERAL OBLIGATION TEMPORARY NOTE  
SERIES 2011-1**

<b>Interest</b>	<b>Maturity</b>	<b>Dated</b>	<b>CUSIP:</b>
<b>Rate:</b>	<b>Date:</b>	<b>Date: June 23, 2011</b>	

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Valley Center, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 of each year, commencing February 1, 2012 (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., 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 VALLEY CENTER, 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)

\_\_\_\_\_ (manual or facsimile)  
Clerk

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Note is one of a series of General Obligation Temporary Notes, Series 2011-1, of the City of Valley Center, 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: 4362-087-062311-[\_\_\_\_]

(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 2011-1," aggregating the principal amount of \$175,000 (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, 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 follows:

**Optional Redemption.** At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on February 1, 2012 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

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

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

**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.

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### **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 Valley Center, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of June 23, 2011.

WITNESS my hand and official seal.

(Facsimile Seal)

\_\_\_\_\_ (facsimile)  
Clerk

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**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this 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

## **NEW BUSINESS**

### **A. CONSIDERATION of EMPLOYEE TUITION REIMBURSEMENT POLICY:**

- Employee Issues Committee Memo
- Tuition Reimbursement Policy

Should Council choose to proceed,

### **RECOMMENDED ACTION:**

Staff recommends motion to APPROVE / DENY or AMEND the Tuition Reimbursement Policy presented by The Employee Issues Committee (EIC) with an effective date of January 1, 2012.



## MEMO

May 26, 2011

**TO:** Honorable Mayor McNown & Valley Center City Council  
**FROM:** Employee Issues Committee (EIC)  
**RE:** *Employee Tuition Reimbursement Policy*

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**Background:**

The EIC recognized tuition reimbursement programs can be an effective way to recruit and retain good workers. An effective program can improve job satisfaction, improve productivity and contribute to the City's overall success.

**Issue:**

The EIC has drafted a policy which would allow full-time employees of the City to attend college level classes and receive reimbursement from the City as a benefit of their employment.

**Financial Considerations:**

The proposed policy would provide tuition reimbursement up to 100% of eligible expenses not to exceed \$1,200 each calendar year, per employee. The tuition reimbursement program would be dependent on funding in the annual budget. Funds would need to be allocated each year for the program and would be available on a "first come-first serve" basis. Staff estimates the total annual cost of the program to be \$12,000.

**Recommended Action:**

The EIC recommends the Council review the proposed policy and approve.

<p><b>TITLE:</b> Tuition Reimbursement Policy</p>	<p><b>POLICY NO.</b> <i>DRAFT</i> Part 3 Chapter 6 Section 11</p>
<p><b>POLICY CUSTODIAN</b> City Clerk</p>	<p><b>EFFECTIVE DATE</b></p>

**ADOPTING RESOLUTION(S):**

**REFERENCES (STATUTES/RESOS/POLICIES):**

**BACKGROUND:** The City recognized tuition reimbursement programs can be an effective way to recruit and retain good workers. An effective program can improve job satisfaction, improve productivity and contribute to the City’s overall success.

**PURPOSE:** The City believes there is mutual benefit derived from the personal growth and increased work competence that an education can bring. Because of this, the City may provide financial assistance to employees interested in furthering their education.

**POLICY:**

**1. ELIGIBILITY**

- a. Employees must be employed with the City on a regular full-time basis for at least one year prior to the beginning of the course.
- b. The employee must be satisfactorily performing the duties and responsibilities of his/her current job.
- c. The employee must fulfill all regular work obligations. Classes may not interfere with an employee’s job responsibilities/duties and must be arranged around work schedules. Deviations from the employee’s regular schedule must be approved in advance by the Department Head and not result in additional costs to the department.

**2. COURSE ELIGIBILITY**

- a. All course work must be obtained by a post-secondary, Kansas Board of Regents accredited academic institution, unless prior approval is received by the City Administrator.
- b. All courses must be pre-approved.
- c. Course work must be deemed of value to the city operations.

- d. Successful completion is defined as an official transcript reporting a final grade of “C” or better for undergraduate course work and “B” or better for graduate course work.

**3. ELIGIBLE EXPENSES**

- a. The City will provide tuition reimbursement up to 100% of eligible expense not to exceed \$1,200 each calendar year, per employee.
- b. Eligible expenses are restricted to tuition, books, registration and lab fees.
- c. If reimbursement is requested for books, the books shall become the property of the city and placed in city inventory upon completion of the course.
- d. Ineligible expenses include but are not limited to: other supplementary materials, school supplies, parking tickets/passes, miscellaneous fees, meals or mileage.

**4. REIMBURSEMENT**

- a. Reimbursement is subject to the availability of funds. Employees are encouraged to consult with their Department Head and/or City Administrator.
- b. Reimbursements are granted on a first-come-first-served basis.
- c. The employee is responsible for selecting the school and course work.
- d. The employee must submit an Application for *Tuition Reimbursement Authorization Form* and receive pre-approval from the Department Head and City Administrator.
- e. The employee is responsible for the initial payment of tuition and fees.
- f. Within four weeks after successfully completing an approved course the employee shall provide the City Clerk with an official report card or transcript and receipts to support eligible expenses. Reimbursement requested more than four weeks after course completion must be approved by the City Administrator.
- g. Reimbursement amounts shall be determined by the final grade the employee earns in the course and the amount to be reimbursed shall be calculated according to the following table:

<b>Undergraduate Grade</b>		<b>Graduate Grade</b>	
A	100%	A	100%
B	75%	B	75%
C	50%		

- h. Any reimbursement received may be considered a taxable fringe benefit by the IRS and be subject to tax withholdings.
- i. The Tuition Reimbursement Program is intended to help reimburse employees for education expenses that they have paid from their own resources. It does not cover expenses underwritten by other forms of financial aid, including scholarships, grants fellowships, the G.I. Bill, etc. Only expenses not covered by other sources of financial aid are eligible for reimbursement.

**5. LIMITATIONS**

- a. Approval of a course of study for tuition reimbursement, or the receipt of tuition reimbursement funds in no way obligates the City of Valley Center to change an employee’s job description, work assignments, provide salary adjustments or reclassifications within the pay matrix.
- b. No reimbursement will be paid after an employee voluntarily ends City employment or is dismissed with or without cause.
- c. The Tuition Reimbursement Program is dependent on funding in the annual budget. Any change or discontinuance will not adversely affect approved applications for the semester in which the change is made.

**6. REPAYMENT**

- a. If an employee voluntarily leaves the employment of the City of Valley Center within twelve (12) months of receiving reimbursement he or she shall repay the reimbursement received within the prior twelve (12) months using the following scale:

Leave Within Months	Leave of Service Reimbursement
1-3	100%
4-6	75%
7-9	50%
10-12	25%

**IMPLEMENTATION:** The City Administrator shall monitor those provisions of this policy. Disagreement in interpretation shall be resolved by the City Council. The City Administrator shall institute administrative policy to implement this policy.

**SEVERABILITY:** If any provision of this Policy shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. No qualifying statement, previously established rules or procedures shall be used to negate the spirit or intent of this statement of policy.

## **NEW BUSINESS**

### **B. DISCUSSION – UTILITY ACCOUNT ESTABLISHMENT POLICY:**

- City Administrator Memo

Should Council choose to proceed,

### **RECOMMENDED ACTION:**

Discuss current policy and recommend possible changes.



## MEMO

May 26, 2011

TO: Honorable Mayor McNown & Valley Center City Council

FROM: Joel Pile, City Administrator

RE: *Utility Account Establishment Fee*

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Valley Center Municipal Code 12.08.040

*An account establishment fee in the amount of twenty-five dollars (\$25.00) shall be paid by each consumer, at the time application is made for water service. A fee of fifteen dollars (\$15.00) shall be paid to move a consumer from on account location to another within the city.*

Current policy requires any customer who is establishing a new utility account to appear in-person and complete an application for service and pay the account establishment fee.

Recent inquiries have questioned why individuals desiring to change the name on an existing account are handled the same as “new customers”. The rationale for the policy is due to the fact when a name is changed on an account, a new account is created.

For example: In the instance of a divorce/separation, if the utilities were in the name of the individual who moved from the property and the remaining individual requested the utilities in their name, the existing account would be closed and a new account established in the name of the new person. The account establishment fee would be required to cover the administrative costs of creating/activating a new account.

Current policy also helps protect the City from the practice of “debt shedding”. This is when the account holder becomes delinquent in the payment of their utilities to the point where they are disconnected, and then they simply have the utilities transferred into another’s name essentially allowing them to remain delinquent for 3 additional months.

## **NEW BUSINESS**

### **C. ZONING CASE Z-2011-001 – ROBERT SWINSON, 7000 CHAPARRAL:**

- Interim Community Development Officer Memo
- Planning Commission / Board of Zoning Appeals Minutes from May 24, 2011 Meeting

Should Council choose to proceed,

### **RECOMMENDED ACTION:**

Staff recommends motion to Approve /Deny request for zoning change from RR-1 to I-1.

**DATE:** June 1, 2011

**TO:** Honorable Mayor McNown  
City Council

**FROM:** Angela Millspaugh, Interim Community Development Officer

**RE:** Zoning Case Z-2011-001- Robert Swinson, 7000 N Chaparral

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**Proposed Agenda Date:** June 7, 2011

**Background:**

- The applicant wants to use the existing structure on this property for light industrial or commercial use.
- The Planning Commission conducted the required Public Hearing on May 24, 2011 and notices thereof were published in the City newspaper and sent to nearby property owners.
- The Planning Commission recommended disapproval of this request by a 8-0 vote.

**Financial Considerations:**

- Denial or Approval of the proposed amendment will not result in additional city expenditures.

**Legal Considerations:**

- City Council will need to follow the following steps for the case:
  - Call Agenda Item
  - Ask if any council member intends to disqualify themselves from discussing and voting on this case.
  - Ask City Clerk if she received any protest petitions.
  - Summary of Hearing:
    - Included in the packet is the unapproved minutes of the May 24, 2011 Planning Commission meeting pertaining to the public hearing.
    - Ask the public present for the case if they felt that they had a fair and impartial hearing.
  - Ask for Zoning Administrator's report.
  - Ask if applicant has any new information to present.
  - Ask if the public has any new information to present.

**Policy Considerations:**

- The proposed rezoning is not consistent with the City's Comprehensive Plan.
- No protest petition was filed within the prescribed 14-day protest period.

**Recommendation:**

1. Disapprove the request for a Zoning Classification Change from RR-1 Suburban Residential to I-1 Light Industrial for property generally located at the northeast corner of Chaparral and 69<sup>th</sup> Street N based on the findings of fact made by the Planning Commission.

**VALLEY CENTER PLANNING COMMISSION/BOARD OF ZONING APPEALS  
7:00 P.M.  
MAY 24, 2011  
121 S. MERIDIAN**

**\*\*\*DRAFT COPY\*\*\***

Chairman Gary Janzen called the meeting to order at 7:00 p.m. with the following members present: Don Bosken, John Dailey, Jaque Davis, Steve Jackson, Danny Park, Kathryn Schroeder and Dee Wretburg.

Members Absent: Ricky Shellenbarger

Staff Present: Joel Pile, City Administrator and Angela Millspaugh, Interim Community Development Officer

Press:

**APPROVAL OF THE AGENDA**

Chairperson Janzen move, seconded by Davis to approve the agenda as presented. Vote Yea: Unanimous.

**MINUTES OF APRIL 26, 2011 REGULAR MEETING**

Commissioner Schroeder move, seconded by Janzen to approve the minutes as presented. Vote Yea: Unanimous.

**COMMUNICATIONS**

**ITEMS BY ZONING ADMINISTRATOR**

There were no items presented.

**SUBDIVISION COMMITTEE REPORT**

There was no Subdivision Committee Meeting.

**SITE PLAN REVIEW COMMITTEE REPORT**

There was no Site Plan Committee Meeting.

**PUBLIC COMMENT**

None

**CONSENT AGENDA**

None

**PUBLIC HEARING**

**ZONING CHANGE  
Case No. Z-2011-001**

**Owner: Robert E Swinson**

**CALL TO ORDER:**

At 7:02 p.m., Chairman Janzen called Agenda item #7A which is a public hearing on Case No. Z- 2011-001. This is a request for a rezoning amendment requesting a change from the present RR-1 Suburban Residential District to the I-1 Light Industrial District.

**DISQUALIFICATION DECLARED AND QUORUM DETERMINED:**

There were no disqualifications. Chairman Janzen declared a quorum of 8 were present for the hearing.

**NOTIFICATION:**

According to the Secretary, a notice for this hearing was published in the Ark Valley News on April 28, 2011, and notices were mailed to the applicant and 11 real property owners of record in the area of notification on April 28, 2011. Unless there is evidence to the contrary from anyone present, I'll declare that proper notification has been given in order for the Planning Commission to hear the case.

**EX PARTE COMMUNICATIONS:**

None

**ZONING ADMINISTRATOR'S REPORT:**

Deputy Zoning Administrator, Angela Millspaugh, provided a brief factual background report on the case.

**APPLICANT'S REQUEST:**

Robert E. Swinson, applicant, stated the property was zoned and platted in the 1970's and is surrounded by mixed uses with an oil well situated on the property. Mr. Swinson stated the oil well made the property unattractive to other buyers so he purchased two lots and has moved a residence on the north lot and the south lot he has constructed a metal building with the intent to lease or sell it for commercial or light industrial use. There was a discussion on the intended use of the property. Mr. Swinson stated he has no use for the building if the zoning change request is not approved. Commissioner Dailey asked if there was a use when it was constructed. Mr. Swinson stated he had an RV when the structure was built, but he no longer has that. Commissioner Park stated he thinks Mr. Swinson is trying to backdoor his way to a different zoning. Mr. Swinson state he is trying to find a way to use the property.

**PUBLIC COMMENTS:**

Aaron Wiechman, 7018 Chaparal, spoke in opposition of the request.

Herbert Schuffler, 7048 Chaparral, spoke in opposition of the request.

Jack Sanburn, 7030 Chaparral, spoke in opposition of the request.

Joan Schuffler, 7048 Chaparral, spoke in opposition of the request.

Bill Spangler, 1251 S. Sheridan, spoke in opposition of the request.

Steve Price, 7035 Chaparral, spoke in opposition of the request.

Donna Pearson, 2701 W. 69<sup>th</sup>, spoke in opposition of the request.

Ted Hozen, 7038 Chaparral, spoke in opposition of the request.

Darlene Hozen, 7038 Chaparral, spoke in opposition of the request.

Susan Killinger, 7019 Chaparral, spoke in opposition of the request.

**WRITTEN COMMUNICATIONS:**

None.

**APPLICANT'S RESPONSE TO PUBLIC COMMENT:**

Mr. Swinson stated the mixed use of the area was a part of the concern for the property remaining residential. He stated the traffic would be off of 69<sup>th</sup> street on would not be on Chaparral. He stated he is open to what can be done to resolve this issue.

**CLOSE THE HEARING:**

Hearing no further public comments, I, Chairman Janzen, hereby close the public hearing at 7:56 p.m. There will be no further public comments unless the Planning Commission wishes to ask questions to clarify information.

1. *What is the character of the subject property and the surrounding neighborhood in relation to existing uses and their condition?*  
The property is located in a residential subdivision (Wildwood Addition) comprised of single-family residences. On the west side is agricultural property. To the south of the property is a single-family residence and agricultural property. To the east, the Little Arkansas River borders the property. East of the River is a salvage yard/recycle center.
2. *What is the current zoning of the subject property and that of the surrounding neighborhood in relation to the requested change?*  
The subject property is zoned RR-1 Suburban Residential District. The property to the north is zoned RR-1 Suburban Residential District. The properties to the south are zoned I-1 Light Industrial District and RR-1 Suburban Residential District. The property to the east is zoned I-1 Light Industrial District.
3. *Is the length of time that the subject property has remained undeveloped or vacant as zoned a factor in the consideration?*  
Not a consideration.
4. *Would the request correct an error in the application of these regulations?*  
Not applicable.
5. *Is the request caused by changed or changing conditions in the area of the subject property and, if so, what is the nature and significance of such changed or changing conditions?*  
No.

6. *Do adequate sewage disposal and water supply and all other necessary public facilities including street access exist or can they be provided to serve the uses that would be permitted on the subject property?*  
The property would need to provide private water and sewage disposal. There is existing street access.
7. *Would the subject property need to be platted or replatted or in lieu of dedications made for rights-of-way, easements, access control or building setback lines?*  
The property is platted.
8. *Would a screening plan be necessary for existing and/or potential uses of the subject property?*  
A screening plan will be necessary for the portions of the property that are adjacent to residential zoning.
9. *Is suitable vacant land or buildings available or not available for development that currently has the same zoning as is requested?*  
Not all property that is zoned I-1 Light Industrial is being used.
10. *If the requested is for business or industrial uses, are such uses needed to provide more services or employment opportunities?*  
There is no specific use request at this time. There are currently vacant I-1 Light Industrial zoned properties within the Valley Center Limits.
11. *Is the subject property suitable for the uses in the current zoning to which it has been restricted?*  
Yes. The lot exceeds the minimum standards for a residential structure with private water and sewer.
12. *To what extent would the removal of the restrictions, i.e., the approval of the zoning request detrimentally affect other property in the neighborhood?*  
According to Section 4-110 of the City of Valley Center Zoning Regulations, the I-1 Light Industrial District uses "generate modest amounts of traffic" and "create limited environmental problems in the way of sound, glare, dust, smoke, odor, vibration or the use or storage in quantity of dangerous materials; and do not permit the intermixing of residential uses."
13. *Would the request be consistent with the purpose of the zoning district classification and the intent and purpose of these regulations?*  
There is no specific use request at this time.
14. *Is the request in conformance with the Comprehensive Plan and does it further enhance the implementation of the Plan?*  
In Chapter 8, Land Use Plan of the City of Valley Center, Kansas, Comprehensive Development Plan 2007 - 2013, The Future Land Use Map shows this property as Single-Family Residential.
15. *What is the nature of the support or opposition of the request?*  
To be determined at the public hearing.
16. *Is there any informational or recommendations on this request which would be helpful in its*

*evaluation?*

To be determined at the public hearing. (Ask staff and consultant for any additional information.)

17. *By comparison, does the relative gain to the public health, safety and general welfare outweigh the loss in value or the hardship imposed upon the applicant by not approving the requested change in zoning?*

To be determined at the public hearing.

**MOTION:**

Having considered the evidence at the hearing and the factors to evaluate the request, I Gary Janzen, move that we recommend to the Governing Body that Case No. Z 2011 - 001 be disapproved based on the findings of the Planning Commission as recorded in the Rezoning Report and subject to the conditions listed therein.

Motion seconded by Dailey. Vote: Yea - Unanimous

**UNFINISHED BUSINESS**

None

**NEW BUSINESS**

City Administrator Joel Pile informed the Planning Commission there would be a Site Plan Review Committee Meeting on June 13. Pile also stated a Community Development Officer had been selected and would begin employment with Valley Center on June 13, 2011.

**ITEMS BY PLANNING COMMISSIONERS**

Commissioner Dailey asked when the Zoning Regulations would be updated. City Administrator Pile stated Mr. Bickley, Consultant, had indicated June or July of this year.

Chairman Janzen move, seconded by Davis, to adjourn. Vote Yea: unanimous.

The meeting was adjourned at 8:05 p.m.

Respectfully submitted,

\_\_\_\_\_  
Angela Millspaugh  
Interim Community Development Officer

Approved by the Valley Center Planning Commission on June 22, 2011.

\_\_\_\_\_  
Gary Janzen, Chairman

2.

## **CONSENT AGENDA**

**NONE**

## **STAFF REPORTS**

**A. City Clerk Polian**

**B. Chief of Police Hephner**

- Employee Customer Service Award Recognitions

**C. Fire Chief Tormey**

- Fire Department May 2011 Activity Report

**D. Interim Community Development Officer Millspaugh**

**E. City Superintendent Dunn**

**F. Environmental Services Officer Plant**

**G. Parks & Public Buildings Superintendent Owings**

**H. City Engineer Kelsey**

**I. City Attorney Arbuckle**

**J. City Administrator Pile**

CITY FILE



## CUSTOMER SERVICE AWARD

Employee/Employees' Being Recognized: Det. James Grayson

Reason for Recommendation: Det. Grayson in thinking of ways to better serve our mentally handicapped citizens organized a cookout at New Hope. The purpose of the cookout was to create interaction between officers and those citizens. Det. Grayson also wanted to do something in case one of those residents wandered away or became lost on one of their outings. Det. Grayson utilized our Ident-A-Kid equipment to create electronic files on all the residents of New Hope.

Person Making Recommendation: Sgt. Lloyd Newman II

Supervisor Comments: Great Job Det. Grayson. Det. Grayson has made an effort to visit and include the residents of New Hope from his beginning with V.C.P.D. Det. Grayson has continued that effort even after promotion to Detective.  
Great Job Jay! Chief

Signatures—Employee [Signature]

Supervisor [Signature]

Chief [Signature]

Copies to: Employee  
Employees' File



# CUSTOMER SERVICE AWARD

Employee/Employees' Being Recognized: SGT VOGT

Reason for Recommendation: SEE ATTACHED CARD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Person Making Recommendation: CHIEF HEPLINGER

Supervisor Comments: GREAT COMMUNITY POLICING EFFORT FOR THE PD TO CONNECT WITH YOUTH OF THE COMMUNITY!

\_\_\_\_\_  
\_\_\_\_\_

Signatures—Employee [Signature]

Supervisor \_\_\_\_\_

Chief [Signature]

Copies to: Employee  
Employees' File

Sgt. Vogt,

Thank-you so much for coordinating the ride-alongs for the 8<sup>th</sup> grade students last week! That first-hand experience is such a great way to encourage their interest in law enforcement, & it motivates them to keep pursuing their goals. I really appreciate your time, & please be sure to thank your officers for me as well!

Sincerely,

Elise Matz  
Communities in Schools  
Valley Center Middle

**May 2011 Activity Report**

The Fire Department responded to 79 calls for service in May; these are broken down as follows.

<b><u>Calls For Service</u></b>	<b><u>City</u></b>	<b><u>Townships</u></b>
Grass Fire	0	1
Outside Rubbish, Trash or Waste Fire	2	2
Authorized Controlled Burn	1	0
Unauthorized Burning	1	0
Medical Assist, Assist EMS Crew	9	0
EMS Call	7	0
Power Line Down	1	0
Ring or Jewelry Removal	1	0
Wrong Location	1	0
Public Service	1	0
Good Intent Call	1	1
Dispatched & Cancelled En Route	6	4
Burn Permit	40	0

13 Firefighters Attended Training in Valley Center  
 Training Consisted of E-41 as Fire Attack and ET-411 as Water  
 Supply Both Apparatus Switched Roles During a Farm Lay  
 Operations (May 9<sup>th</sup> 2011).

4 Firefighters Attended the Health Fair at Valley Center Middle  
 School 517 Students Attended (May 12<sup>th</sup> 2011).

19 Firefighters Attended Training in Valley Center  
 Training Consisted of Defensive Fire Attack Operations  
 (May 23<sup>rd</sup> 2011).

8 Firefighters Attended EMT Transition Course in Valley Center  
 (May 26<sup>th</sup> 2011).

**CHIEF TORMEY**

## **GOVERNING BODY REPORTS**

**A. Mayor McNown**

**B. Councilmember Leftoff**

**C. Councilmember Cicirello**

**D. Councilmember Smith**

**E. Councilmember Gerling**

**F. Councilmember Maschino**

**G. Councilmember L. Jackson**

**H. Councilmember K. Jackson**

**I. Councilmember Hobson**

**ADJOURN**