ABILENE
KANSAS

ABILENE CITY COMMISSION - REGULAR MEETING AGENDA

ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET

December 9, 2019 - 4:00 pm

1. Call to Order
2. Roll Call: ____ Shafer ____Ostermann ____ Marshall ____ Witt ____Casteel
3. Pledge of Allegiance

Consent Agenda *(Consent Agenda items will be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.)*

4. Agenda Approval for the December 9, 2019 City Commission Meeting
5. Meeting Minutes: November 25, 2019 Regular Meeting
6. Approval of the 2020 Cereal Malt Beverage Licenses (List included)

Public Comments and Communications

7. Persons who wish to address the City Commission may do so when called upon by the Mayor.

Old and New Business

8. Consider Ordinance 19-3380, an Ordinance authorizing and providing for the issuance of general obligation bonds, series 2019-b, of the City of Abilene, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto.

9. Consider Resolution 120919-1, a Resolution prescribing the form and details of and authorizing and directing the sale and delivery of general obligation bonds, series 2019-b, of the City of Abilene, Kansas, previously authorized by ordinance no. 19-3380 of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

10. Consider approval of NE Drainage plan.

11. Consider Ordinance 19-3381, an Ordinance amending sections 9-1101, 9-1102, and 9-1112 of the zoning regulations for the City of Abilene, Kansas concerning travel trailer parks and accessory travel trailer parks as conditional uses within C-3, general commercial districts within the City of Abilene, Kansas.

12. Consider Ordnance 19-3382, an Ordinance granting a conditional use permit to allow for an accessory travel trailer park at 2200 N. Buckeye Avenue, in the City of Abilene, Kansas.

13. Consider Resolution 120919-2, a resolution finding that the structure located at 404 cottage avenue, Abilene, Kansas, is unsafe and dangerous and directing the structure to be repaired or removed and the premises made safe and secure.

Reports

14. City Manager reports.

Adjournment

15. Consideration of a motion to adjourn the December 9, 2019 City Commission meeting.

Future Meeting Reminders: *(All meetings at Abilene Public Library unless otherwise noted)*

- City Commission Study Session, January 6 at 4 pm (City Bldg)
- City Commission Meeting, January 13 at 4 pm

Abilene City Commission Minutes
Abilene Public Library - 209 NW Fourth Street
November 25, 2019 @ 4:00 p.m.
Abilene, Kansas

1. Call to Order

2. Roll Call – City Commission Present: Mayor Shafer, Commissioners Ostermann, Marshall, Witt and Casteel.

Staff Present: Interim City Manager Foltz, City Attorney Martin, City Clerk Soukup, Finance Director Rothchild, CVB Director Roller, Public Works Director Schrader, Interim Parks and Recreation Director Timbrook and Police Chief Mohn.

3. Pledge of Allegiance - Mayor Shafer led the Pledge of Allegiance.

Consent Agenda

4. Agenda Approval for the November 25, 2019 City Commission Meeting
5. Meeting Minutes: November 12, 2019, Regular Meeting
6. Meeting Minutes: November 4, 2019, Special Meeting
7. Resolution Number 112519-1, a resolution concerning the employee benefits plan for the City of Abilene, Kansas.

8. Memorandum of Understanding between the City of Abilene, Kansas and Quality of Life Coalition, Inc. for the Blue Cross Blue Shield pathways grant to a healthy Kansas initiative.

9. Appoint Scott Reynolds to serve on the Flint Hills Trail Advisory Council to advocate for Abilene's inclusion in the Flint Hills Trail State Park.

10. Resolution Number 112519-3, a resolution authorizing the sale, consumption and possession of alcoholic liquor at a specified location on the public right-of-way and approving the closure of public property for the Abilene Kris Kringle market.

Motion by Commissioner Casteel, seconded by Commissioner Witt to approve the Consent Agenda. Motion carried unanimously 5-0. Roll call vote: Casteel AYE, Witt AYE, Marshall AYE, Ostermann AYE, Shafer AYE.

Public Comments and Communications

11. Persons who wish to address the city commission may do so when called upon by the Mayor.

Mayor Shafer asked for any comments or communications from the public.

There were no public comments or communications.

Old and New Business

12. Consider resolution number 112519-2, a resolution calling a public hearing on the advisability of creating a community improvement district within the City of Abilene, Kansas, establishing a community improvement district sales tax to finance improvements within such district, providing for the giving of notice of such public hearing, and authorizing actions related thereto.

City Attorney Martin explained the process for the CID District and that this resolution will be setting the public hearing date for January 13, 2020.

Motion by Commissioner Marshall, seconded by Commissioner Casteel to adopt resolution number 112519-2, **a resolution calling a public hearing on the advisability of creating a community improvement district within the City of Abilene, Kansas, establishing a community improvement district sales tax to finance improvements within such district, providing for the giving of notice of such public hearing, and authorizing actions related thereto.** Motion carried unanimously 5-0. Roll call vote: Ostermann AYE, Casteel AYE, Marshall AYE, Witt AYE, Shafer AYE.

Reports

13. City Manager reports.

Interim City Manager Foltz presented items given to the City from the Union Pacific Railroad, two books and a commemorative coin. The books will be donated to the Library and the Coin will be on display at the City office.

Non-essential city offices will be closed on November 28 and 29 for the Thanksgiving Holiday.

The City employee Christmas party will be December 6, 2019.

Adjournment

14. Consideration of a motion to adjourn the November 25, 2019 City Commission meeting.

Motion by Commissioner Marshall, seconded by Commissioner Witt to adjourn at 4:12 pm. Motion carried unanimously 5-0. Roll call vote: Marshall AYE, Witt AYE, Casteel AYE, Ostermann AYE, Shafer AYE.

(Seal)

____
Dr. Timothy B. Shafer, Mayor

ATTEST:

____
Penny L. Soukup, CMC
City Clerk

2020 CEREAL MALT BEVERAGE LICENSES				
COMPANY	**Corp/Ind.**	**Manager's Name**	**Street Address**	**Type of License**
3rd Street Deli & Market	Indiv.	Helen Darrington	108 NW 3rd	On Premise
Abilene 24/7 Store	Corp	Natalie Dick	2200 N. Buckeye	Packaged Sales
Casey's General Store	Corp	Josh Anderson	201 S. Buckeye	Packaged Sales
Kwik Shop	Corp	Jarmel Leggett	1401 N. Buckeye	Packaged Sales
Love's Travel Stops	Corp	James Bohanan	2322 Fair Rd.	Packaged Sales
Pizza Hut	Corp	Amanda Neal	1703 N. Buckeye	On Premise
Robson Oil D/B/A Corner Stop	Corp	Kathy Payne	100 S. Buckeye	Packaged Sales
Robson Oil D/B/A Liberty Store	Corp	Penny Davis	601 S. Buckeye	Packaged Sales
Snacks	Indiv.	Dana Aslam	2000 N. Buckeye	Packaged Sales
Southside Bar	Indiv.	Timothy Talbert	210 W. First	On Premise
West Stop	Corp	James D. West	420 N. Buckeye	Packaged Sales
West Stop West	Corp	James D. West	1324 NW 3rd	Packaged Sales
West's Plaza County Mart	Corp	Christopher West	1900 N. Buckeye	Packaged Sales
Zey's Inc.	Corp	Victoria Zey	1020 W. First	Packaged Sales

ORDINANCE NO. 19-3380

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2019-B, OF THE CITY OF ABILENE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

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

WHEREAS, the City has authorized certain public improvements described as follows (the "Improvements"):

Project Description	Res. No.	Authority (K.S.A.)	Amount
Wastewater Treatment Plant improvements	111219-2	14-570 *et seq*./Charter 28	$8,620,416.56

WHEREAS, the City desires to issue its general obligation bonds in order to permanently finance the costs of such Improvements, associated financing costs, and to retire the following loan agreement of the Issuer, which was entered into in order to temporarily finance a portion of the costs of the Improvements (the "Loan"):

Loan Description	Loan Number	Dated Date	Maturity Date	Final Loan Amount	Outstanding Amount
KDHE – KWPCRF	C20 1657 01	10/27/05	03/01/28	$8,620,416.56	$4,192,430.67

WHEREAS, the City is authorized to issue its general obligation bonds to pay the costs of the Improvements and to prepay the Loan, and none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue $4,290,000* of its general obligation bonds[, together with bid premium thereon,] to pay the such costs; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ABILENE, KANSAS, AS FOLLOWS:

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

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., and K.S.A. 14-570 *et seq*., as amended by Charter Ordinance No. 28, all as amended and supplemented from time to time.

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

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

"Bonds" means the City's General Obligation Bonds, Series 2019-B, dated December 20, 2019, authorized by this Ordinance.

"City" means the City of Abilene, Kansas.

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

"Governing Body" means the City Commission of the City.

"KDHE" means the Kansas Department of Health and Environment.

"Loan" means the KDHE Loan for KWPCRF Project No. C20 1657 01 between the City and KDHE, dated October 27, 2005, maturing March 1, 2028, in the aggregate outstanding principal amount of $4,192,430.67.

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

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

"Refunded Loan" means the outstanding principal amount of the Loan.

"State" means the State of Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2019-B, of the City in the principal amount of $4,290,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay costs of issuance of the Bonds; and (c) prepay the Refunded Loan.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

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

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

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

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

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

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

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the City Commission on December 9, 2019 and **SIGNED** by the Mayor.

(SEAL)

____
Mayor

ATTEST:

____
Clerk

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RESOLUTION NO. 120919-1

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2019-B, OF THE CITY OF ABILENE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 19-[____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the City Commission of the Issuer (the "Governing Body") to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of $4,290,000* to pay the costs of the Improvements and prepay the Refunded Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ABILENE, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

"Act" means the Constitution and statutes of the State of Kansas including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*. and K.S.A. 14-570 *et seq*., as amended by Charter Ordinance No. 28, all as amended and supplemented.

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

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

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

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

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

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

“Bond Registrar” means the State Treasurer and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” or **“Bond”** means the General Obligation Bonds, Series 2019-B, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

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

“City” means the City of Abilene, Kansas.

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

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

“Compliance Account” means the Compliance Account created pursuant to ***Section 501*** hereof.

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

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Bonds, Series 2019-B created pursuant to ***Section 501*** hereof.

“Dated Date” means December 20, 2019.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2019-B created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

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

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

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

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

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

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

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

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

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

"Governing Body" means the City Commission of the Issuer.

"Improvements" means the improvements referred to in the preamble to the Ordinance.

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

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2020.

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

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

"KDHE" means the Kansas Department of Health and Environment.

"Loan" means the KDHE Loan for KWPCRF Project No. C20 1657 01 between the Issuer and KDHE, dated October 27, 2005, maturing March 1, 2028, in the aggregate outstanding principal amount of $4,192,430.67.

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

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

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

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

(a) To the Issuer at:

City Hall
419 N. Broadway, P.O. Box 519
Abilene, Kansas 67410
Fax: (785) 263-4362

(b) To the Paying Agent at:

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

(c) To the Purchaser:

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

(d) To the Rating Agency(ies):

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

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

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

“Notice Representative” means:

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

(b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Bonds.

“Ordinance” means Ordinance No. 19-[____] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

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

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

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

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

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

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

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

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

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

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

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

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

"Redemption Fund" means the Redemption Fund for Refunded Loans created pursuant to ***Section 501*** hereof.

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

"Refunded Loan" means the outstanding principal amount of the Loan.

"Refunded Loan Paying Agent" means KDHE.

"Refunded Loan Redemption Date" means December 30, 2019.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 213*** hereof.

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

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

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

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

“State” means the state of Kansas.

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

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

[**“Term Bonds”** means the Bonds scheduled to mature in the year 2028.]

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

[**“2028 Term Bonds”** means the Bonds scheduled to mature in the year 2028.]

[**“Term Bonds”** means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2028 Term Bonds.]

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $4,290,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay Costs of Issuance; and (c) prepay the Refunded Loan.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated

Maturities, subject to redemption and payment prior to their Stated Maturities as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

[SERIAL BONDS]

Stated Maturity **March 1**	**Principal** **Amount**	**Annual Rate** **of Interest**	**Stated Maturity** **March 1**	**Principal** **Amount**	**Annual Rate** **of Interest**
2020	$[______]	_______%	2025	$	_______%
2021			2026		
2022			2027		
2023			2028		
2024					

[TERM BONDS

Stated Maturity **March 1**	**Principal** **Amount**	**Annual Rate** **of Interest**
2028	$_______	_____%]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated November 27 2019, is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

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

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

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

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on March 1 in the years 2028, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on March 1, 2027, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

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

Principal Amount	**Year**
$	
	*

____

*Final Maturity

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

Principal Amount	**Year**
$	
	[____]*

____

*Final Maturity]

[(c) *2028 Term Bonds*.] The 2028 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on March 1 in each year, the following principal amounts of such 2028 Term Bonds:

Principal Amount	**Year**
$	
	2028*

____

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical;

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

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

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

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

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

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

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes 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 in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

(a) Redemption Fund for Refunded Loan.

(b) Debt Service Account for General Obligation Bonds, Series 2019-B (within the Bond and Interest Fund).

(c) Costs of Issuance Account for General Obligation Bonds, Series 2019-B.

(d) Compliance Account.

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

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

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

(b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.

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

Section 503. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Loan Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Loan on the Refunded Loan Redemption Date. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Loan shall be transferred to the Debt Service Account.

Section 504. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

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

Section 505. 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 depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

Section 506. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to Compliance Account or Debt Service Account.

Section 507. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

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

ARTICLE VII

DEFEASANCE

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

ARTICLE VIII

TAX COVENANTS

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

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

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

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

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

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

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

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Commission on December 9, 2019.

(SEAL)

____
Mayor

ATTEST:

____
Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on December 9, 2019, as the same appears of record in my office.

DATED: December 9, 2019.

____
Clerk

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785-263-2550
419 N. Broadway Abilene, KS 67410
www.abilenecityhall.com

Memorandum

November 25, 2019

To: City Commission

Prepared by: Dennis Kissinger, City Management Consultant

Reviewed by: Jane Foltz, Interim City Manager

Subject: NE Regional Storm Water Drainage Project

This memo serves as a summary of the NE Regional Storm Water Drainage Project, also known as "Faith Avenue Drainage", in past staff reports and city documents. The City Commission is being asked to make a formal decision using the following three options to give staff clear direction on the project for 2020.

Project General Description

The project is a 3.25-acre regional detention pond with associated open swales and storm drainage piping. The detention pond would be sized to detain storm water from a 1% storm event (commonly called a "100 year" storm) in the drainage sub-basin, releasing the water at a controlled rate into the existing stormwater sewer system. This project also eliminates a smaller, city-maintained detention pond located on Eagle Drive, as that area's water would be held in this new regional detention pond.

Location of Drainage Structure

The detention pond itself would be built just west of the rear lot line of properties on Faith Avenue, between 21st Street and Eagle Drive. (see attached exhibit)

Project History

Northeast drainage issues were first identified as a problem sometime between 2002-2008 as the residential areas to the east were developed. In 2008, the first engineering analysis was contracted by the City. This study recommended a regional detention facility as the most effective solution. The project did not proceed at that time due to lack of a funding source and opposition to a traditional special assessment benefit district. In 2010, another engineering study was undertaken which also recommended a regional detention pond. The project did not proceed. Between 2016 and 2018 the City contracted for further engineering analysis and a final design plan for the NE Regional Detention Project. Discussions occurred at study sessions and with property owners and the neighborhood. While in 2018 the Commission passed a resolution authorizing the City Manager to enter negotiations with property owners to acquire land and determine maintenance of the land, there is no evidence the City Commission ever reached a formal decision as to whether to proceed with the project, nor how it would be financed. In 2019, the Interim City Manager tasked a contracted city management consultant, Dennis Kissinger, to conduct a full project review and provide a report to the City for consideration of options regarding the NE Drainage Area project.

785-263-2550
419 N. Broadway Abilene, KS 67410
www.abilenecityhall.com

Drainage Sub-basin

The storm water addressed by this project is runoff from an approximate 29-acre area, generally located with Charles Street on the south; N. 21st Street on the north; Buckeye on the west; and Faith Avenue on the east. Properties in the sub-basin include fully developed large lot/building commercial properties and residential tracts, as well as currently undeveloped tracts which are zoned commercial. The project is sized to address drainage at future, full development of all tracts with no future expansion of the basin needed.

Project Cost Estimate

If constructed in 2020 the current cost estimate is $330,000. If constructed later, costs would need to be reevaluated due to construction inflation. This estimate includes a substantial amount for miscellaneous and contingency purposes. The exact amount would not be known until bids were received. The estimate assumes private owner donation of the land needed for the project. It does not include prior engineering costs separately obligated.

Possible Project Timing

If the City Commission decides to proceed with the project in 2020 the optimal time to bid the construction project would be August - October. This would provide for the construction to occur in the dry season, as well as a slower construction period which may help reduce project costs by getting better bids while still having the construction completed before the 2021 rainy season.

Project Financing

Under all options the project cost would be initially financed by the City through its Storm Drainage Fund. Adequate fund balance reserves exist in this fund to obligate project contracts. By Resolution the City could reserve the right to add this project to a future larger bond issue and reimburse the Storm Drainage Fund. It would not be cost effective to issue bonds for this project by itself. If added to another bond issue the bond payments would then be made each year from the Storm Drainage Fund. This would spread costs for this project over 10-15 years rather than keeping it as a lump sum capital cost. This strategy would leave more money available in coming years for other storm drainage projects. The December 2019 Storm Drainage Fund balance is approximately $600,000. Annual income is approximately $60,000.

City Commission Decision Matrix

	Notes	Findings	Implementation
Option A	Most straight-forward method of proceeding with the project. This assumes the project is to be a city funded, owned, operated and maintained detention pond.	This project is unique due to the multiple stakeholders that the public is best served by having this solution constructed, owned, and operated by the city in 2020.	**1.** Project would be added to the 2020 Capital Improvement Plan. **2.** Staff pursues agreementsfor donation of land, easements, etc. as needed for the project. **3.** Staff prepares for a Fall 2020 bidding of the construction project.
Option B	This option leads to the most uncertainty. If the area develops incrementally, e.g. in 1-4 acre pieces, more staff and engineering analysis along with City Commission decision-making would be required for each development project. Once two or more smaller ponds were built the regional detention pond solution may no longer be as feasible.	**1.** Project final decision is premature and should be considered only as further development occurs. **2.** This is not a priority for Storm Drainage Fund financing compared to other needs. **3.** Cost sharing between the City and private owners should be determined based on actual development, pond sizing, location and maintenance responsibility.	**1.** Staff develops plan for how City Commission decisions will be made when notified of smaller or larger economic development projects in the drainage area. **2.** Staff plans continued maintenance and potential needed improvements to Eagle Drive detention pond until a final decision is made on the regional detention pond plan.
Option C	This option may be preferred if the Commission would like a more comprehensive plan for the area and/or believes more information on potential future development is needed before proceeding. This option would require substantial staff time in coming months and possibly additional outside consulting assistance.	**1.**The regional detention pond project should not proceed without additional information and agreements with owners of undeveloped properties. **2.**Among other things, agreements need to address possible additional cost-sharing beyond land donation, based on design, analyzed costs and benefits. **3.**Pre-development planning is needed (including possible preliminary platting) to address types of businesses targeted for this area, as well as other planning and development issues such as street access, existing impact fees, right of way planning, etc.	**1.** A staff team would be formed to identify issues for discussion with the two owners of undeveloped properties. **2.** Staff would identify if additional resources are needed to address planning and development issues in the agreements. **3.** Staff would plan on reporting back to the City Commission regarding agreements no later than May 3, 2020.

ABILENE
KANSAS

ORDINANCE NO. 19-3381

AN ORDINANCE AMENDING SECTIONS 9-1101, 9-1102, AND 9-1112 OF THE ZONING REGULATIONS FOR THE CITY OF ABILENE, KANSAS CONCERNING TRAVEL TRAILER PARKS AND ACCESSORY TRAVEL TRAILER PARKS AS CONDITIONAL USES WITHIN C-3, GENERAL COMMERCIAL DISTRICTS WITHIN THE CITY OF ABILENE, KANSAS.

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

SECTION ONE. Section 9-1101 of the Zoning Regulations for the City of Abilene, Kansas is hereby amended to read as follows:

9-1101. Definitions. As used in this article, the following terms shall be defined as follows:

a. *Travel trailer park* means a campground for travel trailers, motor homes, camping trailers, recreational vehicles, camping tents and accessory service buildings and facilities for campgrounds.

b. *Accessory travel trailer park* means a type of travel trailer park consisting of a dedicated parking area not exceeding three (3) acres, for travel trailers, motor homes, camping trailers, and recreational vehicles, and their respective occupants and drivers, which parking area is operated as an accessory or secondary use to a primary allowed use dedicated to serving the traveling public 24 hours per day, 7 days per week on the same zoning lot.

SECTION TWO. Section 9-1102 of the Zoning Regulations for the City of Abilene, Kansas is hereby amended to read as follows:

9-1102. Where Permitted. A travel trailer park or accessory travel trailer park shall be allowed to locate only in the C-3 District and only upon issuance of a Conditional Use Permit issued in accordance with the provisions of this Article and Article 26.

SECTION THREE. Section 9-1112 of the Zoning Regulations for the City of Abilene, Kansas is hereby amended to read as follows:

9-1112. Accessory travel trailer park. An accessory travel trailer park shall be exempt from the requirements of 9-1103 through 9-1110, except as may be required by the conditions imposed pursuant to a conditional use permit. In considering a conditional use permit application the Planning Commission and Governing Body may impose requirements related to the number of parking spaces, limits on continuous nights of rental or use of parking spaces, and such other conditions as deemed necessary and appropriate to make the accessory travel trailer park compatible with surrounding property and to protect the public health, safety, and welfare.

SECTION FOUR. Existing Sections 9-1101, 9-1102, and 9-1112 of the Zoning Regulations of the City of Abilene, Kansas are hereby repealed.

SECTION FIVE. This ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 19-3381 Summary

> On December 9, 2019, the City Commission passed Ordinance No. 19-3381. The ordinance amends Sections 9-1101, 9-1102, and 9-1112 of the Zoning Regulations for the City of Abilene, Kansas concerning travel trailer parks and accessory travel trailer parks as conditional uses within C-3, general commercial districts within the City of Abilene, Kansas. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 9th day of December, 2019.

____
Dr. Timothy B. Shafer, Mayor

Attest:

____
Penny L. Soukup, CMC, City Clerk

The publication summary set forth above is certified this 9th day of December, 2019.

____
Aaron O. Martin, City Attorney

785-263-2550
419 N. Broadway Abilene, KS 67410
www.abilenecityhall.com

PC 19-4 Staff Report

PC 19-4: Consideration of a text amendment to the zoning ordinance to establish accessory travel trailer parks as a subcategory of travel trailer parks

General Information

Public Hearing Date	**November 13, 2019**
Application Initiated by	**Planning Commission**
Action	**Consider zoning text amendment to Section 9-11, regarding travel trailer parks**
Public Notice Date	**October 23, 2019**
Staff Report by	**Dennis Kissinger, City Management Consultant**

Background

In April 2017 Mark Augustine of Triplett Inc. made application for a Conditional Use Permit for an RV Park as part of a travel center. This was consistent with the plan approved by the City Commission for the 24/7 Travel Center Community Improvement District (CID) project. Among other proposed CID property improvements, the CID agreement included an "RV/camper overnight stay venue with electric, water and sewer hook-ups and related improvements" as part of the travel center project. In May 2017 the Planning Commission and City Commission unanimously approved a Conditional Use Permit (CUP) for this project as an "accessory use in the C-3 zoning district." The applicant, city staff, Planning Commission and City Commission all were aware that this was not a traditional full travel trailer park but was much more limited as an accessory to the overall travel center use and approved it without concern. However, the staff report and CUP also recognized there are specific development standards for travel trailer parks in Section 9-11 of the zoning code. Planning staff at that time (no longer with the city) mistakenly thought many of those 9-11 standards were not relevant to this project and could be waived, either by site plan approval or administratively.

Since the project was delayed and begun in the required one-year period, in 2019 a new application for a CUP was submitted so the project could proceed. City staff brought the CUP consideration to the Planning Commission in September 2019. Since the only substantive change from 2017 was the size change from 14 to 22 RV spaces, staff thought the consideration would be routine, under the same reasoning as the 2017 planning staff report. During and after that recent Planning Commission meeting, questions were raised about how and if Section 9-11 travel trailer park development standards could be waived for an "accessory use" "travel trailer park"

The Planning Commission deferred action on the CUP until further information could be provided.

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Following that meeting both the City Attorney and I were asked by the City Manager to review the matter related to waivers to 9-11 requirements. We both concluded the planning staff in 2017 was incorrect and that there was no general authority for waiving those development standards. With the City Manager we evaluated option and determined the proposed text amendment was the most appropriate avenue to address the matter.

Relevant history of city regulation of RV parks

Cities have regulating these uses, either through licensing or zoning for decades, whether they are called campgrounds, trailer camps, RV parks, or travel trailer parks, etc. We have traced Abilene's regulations to at least the early 1960's. City regulations have changed over the years but have always been directed primarily to what was a "traditional" travel trailer park. During the 19070s as cities revised mobile home park zoning and regulation and added manufactured home park zoning (due to federal regulation changes) RV park ordinances also changed due to their resemblance to mobile home parks. Often, just as with new mobile home parks cities required more space, recreation areas, laundry and shower buildings, etc. After tornado deaths in mobile home parks more cities added storm shelter requirements for new manufactured home parks, and added that for new RV parks too, since people were often "living" there. Abilene's current Section 9011 has some vestiges of the 1960s, 70s, and 80s, including archaic language and some unusual and difficult to interpret requirements. It clearly has not had a serious review for many years. I have recommended a full review be placed on the City's 2020 work plan.

Evolution of recreational vehicle use

While travel trailer/RV park ordinances have often not evolved (still keeping their "one size fits all" approach,) the use of RVs has changed. Owners of RVs may be: Full time RV living with no other home; seasonal RV living (e.g. snowbirds); destination vacationers or travels spending weeks with family; short-term travelers with one- or two-night stays; temporary employees or contractors; permanent or long-term local residents of parks. Each type of user has differing desired services and requirements. There is still a place for traditional parks, but many travelers looking for a very short-term stay, especially in a fully self-contained RV (toilet, shower, kitchen, etc.) aren't looking for recreation areas, shower, laundry and toilet buildings or campfire use, or other services available at something like a KOA franchised campground. At least not while traveling to their ultimate destination.

Where RVers are parking today

In Dickinson, Geary, and Saline Counties along I-70 overnight parking occurs at: A large KOA campground outside Salina City limits; The Covered Wagon RV Resort in Abilene; The Four Seasons RV Park near Enterprise; The Chapman Creek RV Park; The Owls Nest Campground in or new

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Junction City; A Budget Hotel/RV Park in Junction City; some travel centers/truck stops; KDOT rest areas; Walmart or other large commercial parking lots. Also, city, state, or Corps of Engineers campgrounds are available. In addition, RV parking is allowed at some county even centers or fair areas when events are held at such places as Webster Conference Center in Saline County, or Greyhound Park areas in Dickinson County. None of these RV overnight parking nor campground areas listed above would likely meet Abilene's current 9-11 standards.

Cities in the area and elsewhere are now trying to determine whether and how to regulate these uses. When do they become a Travel Trailer Park under city or county regulations? They clearly don't fit easily into the "one size fits all" method.

Purpose of this proposed zoning text change

This proposed Abilene zoning code text change is not intended to address all RV overnight stay venue issues. It is designed to address in a limited way, the market desire for short-term RV parking which does not require all the level of space or service envisioned in the traditional travel trailer park ordinances. Truck stops have now evolved into travel centers which went to meet the needs (and profit from) all the traveling public, including RVers. This ordinance change would give the City the ability to allow and properly regulate a 24/7 travel business which desires to provide limited short-term RV parking as one of their travel services. It is not designed for only the current applicant's business but could be applicable to another travel center or even a motel which wanted to develop an accessory or secondary use travel trailer park by CUP. At the same time, it would not open the door to everyone who owns a large commercial zoned lot to use as a travel trailer park.

Recommendation

Staff Recommends approval of the text amendment (enclosed) to Section 9-11 of the zoning code.

Planning Commission Action

On November 13, 2019 the Planning Commission voted 4-1 to Recommend Approval of the in-text Amendment

ORDINANCE NO. 19-3382

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR AN ACCESSORY TRAVEL TRAILER PARK AT 2200 N. BUCKEYE AVENUE, IN THE CITY OF ABILENE, KANSAS

WHEREAS, the Planning Commission reviewed a request by Triplett, Inc. to operate an accessory travel trailer park at 200 N. Buckeye Avenue, Abilene, Kansas; and

WHEREAS, the Planning Commission conducted a public hearing pursuant to Section 26-103 of the Zoning Regulations on November 13, 2019 after proper notice was given; and

WHEREAS, after public comments were received, the Planning Commission recommended approval of the Conditional Use Permit.

NOW THEREFORE, BE IT ORDAINED, by the City Commission of the City of Abilene, as follows:

Section 1. Conditional Use Permit. That a Conditional Use Permit is hereby granted to Triplett Inc. for the purpose of operating an accessory travel trailer park on the property commonly known as 2200 N. Buckeye Avenue, Abilene, Kansas and legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF ABILENE, COUNTY OF DICKINSON, STATE OF KANSAS, BEING ALL OF A TRACT OF LAND DESCRIBED IN BOOK D247, PAGE 135 AND A TRACT OF LAND DESCRIBED IN BOOK D257, PAGE 52-54, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE N 00°35’33” W 374.21 FEET; THENCE S 89°24’27” W 79.75 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK D248, PAGE 948-949; THENCE ON THE NORTH LINE OF SAID TRACT OF LAND, S 89°45’49” W 150.03 FEET; THENCE CONTINUING ON SAID NORTH LINE, N 00°35’25” W 2.86 FEET; THENCE CONTINUING ON SAID NORTH LINE, S 89°42’52” W 511.40 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND, ALSO BEING THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 235, PAGE 897; THENCE ON SAID EAST LINE AND ITS PROLONGATION, N 00°32’53” W 344.14 FEET; THENCE N 84°11’21” E 303.96 FEET; THENCE S 89°57’48” E 358.47 FEET TO THE WEST RIGHT-OF-WAY LINE OF BUCKEYE AVENUE; THENCE ON SAID WEST RIGHT-OF-WAY LINE, S 00°29’04” E 194.72 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK D247, PAGE 135; THENCE ON THE WEST RIGHT-OF-WAY LINE OF SAID TRACT OF LAND, S 00°42’50” E 179.66 FEET TO THE POINT OF BEGINNING. CONTAINS 242,505.97 SQUARE FEET, 5.57 ACRES, MORE OR LESS.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS AN ASSUMED BEARING OF S 00°35'33" E ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 9.

The Conditional Use Permit shall not be limited in time, subject to compliance with the conditions set forth in Section 2 below.

Section 2. Permit Conditions: Approval. Pursuant to Section 20-103 of the Zoning Regulations, the Planning Commission may impose, and the City Commission may approve, reasonable conditions on the approval of a Conditional Use Permit. The following conditions as imposed by the Planning Commission are approved by the City Commission:

1. The accessory travel trailer park shall have no more than twenty-two (22) parking spaces.
2. The accessory travel trailer park shall not allow its customers, or their respective vehicles or trailers, to stay in the travel trailer park in excess of seven (7) consecutive days or twenty-one (21) nights in a twelve (12) month period.
3. Open fires are prohibited. Outdoor propane and charcoal cooking shall only be permitted under a plan approved by the Fire Chief.
4. The accessory travel trailer park must provide access to the travel service facility twenty-four (24) hours a day, seven (7) days a week.
5. The accessory travel trailer park must have a physical separation, being fencing and/or landscaping, between the R/V and Semi-truck parking areas
6. The overnight park must have a marked and lighted pedestrian path between the parking area and the travel service facility.
7. The accessory travel trailer park will not allow for tents to be set up.
8. The accessory travel trailer park shall remain under single ownership and operation with the primary use.
9. Prior to commencing construction, Triplett, Inc. shall have a stormwater drainage study prepared that includes a detention basin approved by the City Engineer. The final design and construction of the site shall include a detention basis approved by the City Engineer.
10. The accessory travel trailer park shall install individual water, sewer and electrical hook-ups for each parking space.

Section 3. Certified Copy. A certified copy of this Ordinance signed by the City Clerk for the City of Abilene, Kansas, shall be recorded in the Office of the Register of Deeds, Dickinson County, Kansas.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication once in the official newspaper by the following summary:

Ordinance No. 19-3382 Summary

On December 9, 2019, the City Commission passed Ordinance No. 19-3382. The ordinance grants a conditional use permit to allow an accessory travel trailer park located at 220 N. Buckeye Avenue, in the City of Abilene, Kansas. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 9th day of December, 2019.

CITY OF ABILENE, KANSAS

BY:____________________________
DR. TIMOTHY B. SHAFER, MAYOR

ATTEST:

____
PENNY SOUKUP, CMC
CITY CLERK

The publication summary set forth above is certified this 9th day of December, 2019.

____
Aaron O. Martin, City Attorney

785-263-2550
419 N. Broadway Abilene, KS 67410
www.abilenecityhall.com

PC 19-2 Staff Report

PC 19-2: Consideration of a Conditional Use Permit for an accessory travel trailer park at 2200 N. Buckeye Ave.

General Information

Public Hearing Date	November 13, 2019
Application Initiated by	Mark Augustine, Triplett Inc.
Action	Consider the issuance of a Conditional Use Permit for an accessory travel trailer park
Public Notice Date	October 23, 2019
Staff Report by	Kara Titus, Assistant to the City Manager

Background

As part of the CID agreement, Triplett Inc. is pursuing construction of an accessory travel trailer park at the rear west side of their property at 2200 N Buckeye Ave. This development is considered an accessory or secondary use to the primary use of the 24/7 Travel Service Facility. This CUP has been before the planning commission in the past and approved, however construction did not start within 2 years of the issuance of the CUP and expired. In September of 2019, the Planning Commission looked at the CUP again and did not make any decision of approval or disapproval due to the development inability to meet the criteria set in Section 9-11 of the zoning code. It was determined by staff that the development did not meet the definition of a travel trailer park as defined by Section 9-11 and an in-text amendment would be necessary to establish a new definition of accessory travel trailer park. Today's CUP is being considered under the amended zoning code which is still subject to the City Commission approval. If the City Commission does not approve the in-text amendment, this conditional use permit is void.

Zoning and Land Use

Zoning and Land Use of Neighboring Properties

Direction	Zoning	Land Use
North	C-3	General Commercial, I-70 & KDOT Facility
South	C-3	Holm Automotive Facility

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West	C-3	Vacant Lot
East	C-3	Hotel, Restaurants

Comments

Departmental Comments: The City's Development Review Team met with Triplett Inc. and went over building and site plan specifics. Please see the attached letter summarizing that discussion. Identified items will be required by the city in order to issue a building permit.

Staff Findings

1. The proposed location of the accessory travel trailer park has minimal impact on adjacent properties due to its location and the highway commercial nature of the property. There are no residential properties or Residential Zoning districts adjacent to the property.
2. This proposed use serves the traveling public, which meets the intent of the C-3, General Commercial zoning district.
3. This proposed project meets the definition of accessory travel trailer park.

Staff Recommendations

Staff is recommending approval of the CUP under the amended zoning code as an accessory travel trailer park contingent upon City Commission approval of the zoning text change with the following conditions:

1. **The accessory travel trailer park can have no more than twenty-two (22) parking spaces**
2. **The accessory travel trailer park must limit the number of consecutive days of stay to seven not to exceed twenty-one (21) nights in a twelve-month period.**
3. **Open fires are prohibited. Outdoor propane and charcoal cooking only permitted under a plan approved by the Fire Chief.**
4. **The accessory travel trailer park must provide access to the travel service facility 24 hours a day, seven days a week.**
5. **The accessory travel trailer park must have a physical separation, being fencing and/or landscaping between the R/V and Semi-truck parking areas**
6. **The overnight park must have a marked and lighted pedestrian path between the parking area and the travel service facility.**
7. **The accessory travel trailer park will not allow for tents to be set up.**
8. **The accessory travel trailer park shall remain under single ownership and operation with the primary use.**
9. **Shall have a stormwater drainage study that includes a detention basin approved by the City Engineer**

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10. **The accessory travel trailer park shall install individual Water, sewer and electrical hook-ups for each parking space.**

Action

The Planning Commission may:

1. **Approve the CUP with the findings and conditions as submitted by Staff;**
2. **Approve the CUP with amendments to the findings and conditions submitted by staff**
3. **Deny the CUP with findings from the Planning Commission**

Note: All actions require stated findings explaining the reasoning behind Planning Commission decisions. Motions may reference the findings and conditions recommended by staff, or new findings as determined by the Planning Commission.

Attachments:

1. **Application**
2. **Site plan**
3. **Development Review Team Summary**
4. **17-7 Staff Report**

Planning Commission Action

On November 13, 2019 the Planning Commission vote 5-0 to recommend Approval of the Conditional Use Permit.

RESOLUTION NO. 120919-2

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 404 COTTAGE AVENUE, ABILENE, KANSAS, IS UNSAFE AND DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the building inspector of the City of Abilene, Kansas filed with the Governing Body a statement in writing that the structure, hereinafter described, is unsafe and dangerous;

WHEREAS, the Governing Body did by resolution fix the time and place of a hearing at which any owner, any owner's agent, any lienholders or record and any occupant of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and did duly publish and serve said resolution in the manner provided by law;

WHEREAS, on December 9, 2019, the Governing Body heard all evidence submitted by the property owners, the owners' agents, lienholders of record and occupants having an interest in such structure, as applicable, as well as evidence submitted by the building inspector.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Abilene, Kansas:

<u>Section 1</u>. The Governing Body finds that the dwelling structure at the property commonly known as 404 Cottage Ave., Abilene, Kansas is unsafe and dangerous and that such conditions endanger the life, health, property or safety of the public or the occupants. The legal description of the subject property is as follows:

> The East 40 feet of the following described tract of land to-wit: Beginning at a point 230 feet North and 1260 feet West of the Southeast corner of Section 16, Township 13 South, Range 2 East of the 6th P.M., Dickinson County, Kansas; thence North 200 feet; thence East 135 feet; thence South 200 feet; thence West 135 feet to the point of beginning.

<u>Section 2</u>. The Governing Body further finds that the following conditions render the structure unsafe and dangerous:

(1) Fire damage to front rooms of building;
(2) Front portion of structure open to weather elements;
(3) Rafters and trusses fire damaged to unsafe conditions;
(4) Miscellaneous fire and water damaged debris stored in front;
(5) All windows boarded up some not secure;
(6) Heavy smoke damage throughout structure;
(7) Electrical system in disrepair;
(8) Evidence of rainwater damage to the ceilings;
(9) Plaster fallen off the walls and ceiling in various locations;

(10) Cracked or missing siding;
(11) Rear of building roof in need of repair;
(12) Heavy vegetative overgrowth along the exterior walls; and
(13) Evidence of mice and cats in the house, although none were observed.

Section 3. The owner is directed to repair or remove the structure, and to make the premises safe and secure (the "Work"). The Work shall be commenced by December 31, 2019 and shall be diligently prosecuted so as to allow for substantial completion of all Work no later than February 28, 2020. For purposes of this Resolution, the owner shall be deemed to have commenced the Work only if the owner has: (1) caused application to be made to the City of Abilene for, and obtained, the required permit(s) for the Work; or (2) commenced the physical Work on the premises after providing the building inspector with satisfactory evidence that no permits are required for the proposed Work under applicable law.

Section 4. If the owner fails to commence the Work, or to diligently prosecute the Work until the Work is substantially completed, all within the times stated, the Governing Body will cause the structure to be repaired or razed and removed.

Section 5. The City Clerk shall publish this resolution one (1) time in the official city newspaper and shall mail, by certified mail, copies of the resolution to each owner, agent, lienholder of record and any occupant of the structure within three (3) days after its publication.

Adopted by the Board of City Commissioners and signed by the Mayor this 9th day of December 2019.

CITY OF ABILENE, KANSAS

____
Dr. Timothy B. Shafer, Mayor

ATTEST:

____
Penny L. Soukup, CMC, City Clerk

DICKINSON COUNTY CLERK

BARBARA M JONES

109 E 1ST Street
P.O. Box 248--Abilene, KS 67410
Office: 785-263-3774 Fax: 785-263-2045

November 22, 2019

Penny Soukup
Abilene City Clerk
P.O. Box 519
Abilene, Kansas 67410

Dear Penny,
As Dickinson County Election Officer, I hereby certify the results of the General Election held on November 5, 2019 and as canvassed by the Board of County Commissioners on November 15, 2019.
The final totals are as follows:

(3 Positions Open)

Phil Hamilton	417
William Hane	178
Dee Marshall	575 **
Brandon L. Rein	789 **
Timothy B Shafer	535 **

Top 2 are 4 year terms; next position is 2 year term.

Per K.S.A. 25-2120 the term of office begins on January 13, 2020. Each winner must sign an oath & the oaths are filed in your office.

Signed and sealed this 22nd day of November, 2019.

Barbara M. Jones

Barbara M. Jones
Dickinson County Clerk/Election Officer

DICKINSON COUNTY, KANSAS
Seal
COUNTY CLERK

CITY OF ABILENE

*Check Summary Register©

Batch: 120919PAY

	Name	Check Date	Check Amt	
002000	**Astra Bank checking**			
28814	ABILENE ANIMAL HOSPITAL, PA	12/9/2019	$258.01	STRAY ANIMAL FEES
28815	ABILENE HIGH SCHOOL	12/9/2019	$40.00	CITY OF ABILENE WELLNES REWARD TUM
28816	ABILENE REFLECTOR-CHRONIC	12/9/2019	$353.44	NOV 2019 LEGALS & ADS
28817	ABILENE TERMITE & PEST CO	12/9/2019	$85.00	NOVEMBER PEST CONTROL
28818	AMANDA'S BAKERY & BISTRO	12/9/2019	$350.00	COOKIES FOR DANCE/TUMBLING RECITAL
28819	AMERICAN ELECTRIC CO	12/9/2019	$6,061.48	GYM LIGHTS - LED
28820	APAC, INC - SHEARS	12/9/2019	$615.75	HMA FOR STREET REPAIR
28821	ASKEW, TONYA	12/9/2019	$37.53	REFUND OVERPAYMENT ON WATER/SEW
28822	BLACKWELL & STRUBLE	12/9/2019	$1,000.00	SIMMERS 19-0293; RAMOS 19-0189; SCHMU
28823	CHENEY DOOR COMPANY	12/9/2019	$717.67	GARAGE DOOR REPAIR
28824	CLARK, MIZE & LINVILLE CHART	12/9/2019	$2,000.00	CITY ATTORNEY NOV 2019
28825	CONSOLIDATED PRINTING	12/9/2019	$159.80	NOV COPY MACHINE BILL FOR CVB & CHA
28826	COOPER CLEANING SERVICE	12/9/2019	$2,100.00	NOV 2019 CLEANING
28827	CORE & MAIN	12/9/2019	$577.46	METER/SETTERS
28828	CRAFCO, INC	12/9/2019	$4,620.00	CRACK SEALING MATERIAL
28829	CULLIGAN OF SALINA	12/9/2019	$30.00	DEC 2019 R.O. SYSTEM RENTAL
28830	DANKO EMERGENCY EQUIPME	12/9/2019	$95.67	1 PAIR FIREFIGHTER GLOVES 2XX
28831	DENNY'S PLUMBING & HEATING	12/9/2019	$280.14	ADJUST THERMOSTATS ON RADIATORS -
28832	DK CTY ADMINISTRATION	12/9/2019	$930.23	DIESEL
28833	DK CTY TREASURER	12/9/2019	$10,940.10	PROPERTY TAX @ 201 NW 2ND, INDUSTRI
28834	DON'S TIRE & SUPPLY	12/9/2019	$46.75	FLAT REPAIRS #77B & #07
28835	EAGLE BROADBAND, INC	12/9/2019	$399.95	ADMIN/PD EBS DEC 2019
28836	EAGLE TECHNOLOGY SOLUTIO	12/9/2019	$47.50	IT WORK - INSPECTION
28837	FASTENAL COMPANY	12/9/2019	$32.64	STAINLESS STEEL WASHERS, BOLTS
28838	GESKE INTERIORS	12/9/2019	$361.68	TOUCH UP WALLS & PAINT
28839	HAYS FIRE & RESCUE	12/9/2019	$123.94	2 4" STORZ CAPS FOR E-34
28840	HOMMAN ELECTRONICS	12/9/2019	$337.00	REPAIR 2 BROKEN MINITOR PAGERS
28841	IMAGE QUEST	12/9/2019	$277.92	CONTRACT BASE PRINTERS & COPY MAC
28842	KANSAS GAS SERVICE	12/9/2019	$2,040.38	GAS SERVICE
28843	KANSAS ONE-CALL SYSTEM, IN	12/9/2019	$112.80	NOVEMBER LOCATES
28844	KISSINGER, DENNIS	12/9/2019	$3,174.44	CONTRACT/MILEAGE/LODGING NOV 2019
28845	KS SECRETARY OF STATE	12/9/2019	$25.00	NOTARY - LANDERS
28846	KSFFA	12/9/2019	$50.00	ANNUAL MEMBERSHIP DUES
28847	LUMBER HOUSE TRUE VALUE	12/9/2019	$329.79	HIGHLANDS STORM DRAIN REPAIR
28848	LYNNS CUSTOM CLEANING	12/9/2019	$150.00	CLEAN WINDOWS - CITY HALL
28849	MICHELLE WRIGHT	12/9/2019	$8,387.11	CID ROSEROCK LESS 2% ADMIN FEE - OCT
28850	MIDWEST CONCRETE MATERIA	12/9/2019	$199.50	STREET REPAIRS 200 W 1ST
28851	NEX-TECH RURAL TELEPHONE	12/9/2019	$3,060.69	PHONE SERVICE
28852	PACE ANALYTICAL SERVICES	12/9/2019	$893.20	WASTEWATER EFFLUENT SAMPLES
28853	PESTINGER HEATING & AIR	12/9/2019	$2,229.00	CC HEAT EXCHANGE & BURNERS
28854	PRICHARD, LYNN	12/9/2019	$110.00	REFUND OVERPAYMENT HANGAR RENT
28855	R E PEDROTTI CO, INC	12/9/2019	$521.87	SUBMERSIBLE TRANSDUCER CABLE
28856	ROBSON OIL CO, INC	12/9/2019	$3,295.15	55 GAL YELLOW ANTIFREEZE
28857	RYAN & MULLIN, PA	12/9/2019	$2,916.63	CITY PROSECUTOR DEC 2019
28858	S & K ELECTRIC	12/9/2019	$6,838.00	GYM LIGHT INSTALLATION CONVERT FLUO
28859	SAGE PRODUCTS, INC	12/9/2019	$167.85	MARKING PAINT
28860	SALINA SUPPLY CO	12/9/2019	$5,863.08	114 WATTS ACV FLOW CONTROL VALVE F
28861	SECURE SHRED OF N.C.K.	12/9/2019	$100.00	SHREDDING SERVICE
28862	SEETS, CHRIS	12/9/2019	$200.00	CIVIC CENTER CHRISTMAS TREE DECORA
28863	SUMMIT TRUCK GROUP	12/9/2019	$354.40	#18 DUMP TRUCK REPAIRS
28864	SUPERIOR SANITATION SERVIC	12/9/2019	$240.00	TRASH SERVICE DEC 2019 - CVB, RECYCL
28865	TG TECHNICAL SERVICES	12/9/2019	$388.92	REPAIR MULTIRAE 4 GAS MONITOR
28866	TRIPLETT, INC	12/9/2019	$4,743.19	CID PROPERTY 6 LESS 2% ADMIN FEE - O
28867	US BANK EQUIPMENT FINANCE	12/9/2019	$197.73	COPIER LEASE

CITY OF ABILENE

*Check Summary Register©

Batch: 120919PAY

	Name	Check Date	Check Amt	
28868	UTILITY DATA SYSTEMS OF TEX	12/9/2019	$1,781.00	MCRS SOFTWARE SUPPORT
		Total Checks	$81,249.39	

FILTER: (([Act Year]='2019' and [period] in (12))) and (Source in ('120919PAY'))

City of Abilene
Payroll Expenditures Report
11/29/2019 PR #24

PAYROLL CODE		TOTALS			
	NET SALARIES	$	91,930.63		
051 & 501	OASDI - CITY/EMPLOYEE	$	16,291.34		
049 & 502	MEDICARE - CITY/EMPLOYEE	$	3,810.18		
001	FEDERAL WITHHOLDING - EMPLOYEE	$	11,912.27		
503	KPERS - CITY	$	7,112.02		
056, 057, 059	KPERS EMPLOYEE	$	4,314.70	**$**	**11,426.72**
505	KPERS RETIREE/EMPLOYER	$	-		
153	KPERS GROUP LIFE - EMPLOYEE	$	-		
504	KPF - CITY	$	11,740.71		
61	KPF EMPLOYEE	$	3,793.33	**$**	**15,534.04**
155	KPF GROUP LIFE- EMPLOYEE	$	-		
105 & 540	WADDELL & REED 457 - CITY/EMPLOYEE	$	2,025.00		
204	WADDELL & REED 529 - EMPLOYEE	$	50.00		
110	WADDELL & REED SAVINGS - EMPLOYEE	$	465.00		
130 & 530	ICMA 457 CITY/EMPLOYEE	$	-		
005	STATE TAX - EMPLOYEE	$	5,851.37		
120	AFLAC After Tax D&L - EMPLOYEE	$	-		
170	AFLAC Before Tax INSURANCE - EMPLOYEE	$	-		
102	VISION CARE DIRECT - EMPLOYEE	$	-		
104	VSP VISION PLANS - EMPLOYEE	$	-		
140	HEALTH INSURANCE - EMPLOYEE	$	-		
510	HEALTH INSURANCE - CITY	$	-	**$**	**-**
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	$	-		
506	HEALTH SAVINGS ACCOUNT - CITY	$	-		
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	$	-		
114 & 560	ABILENE PHYSICAL THERAPY - CITY/EMPLOYEE	$	-		
200	KS PAYMENT CENTER SUPPORT - EMPLOYEE	$	168.46		
206	CALIFORNIA CHILD SUPPORT - EMPLOYEE	$	369.23		
150	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	$	-		
121	POLICE & FIREMENS INS. - EMPLOYEE	$	-		
211	GARNISHMENT - EMPLOYEE	$	450.89		
	TOTAL PAYROLL EXPENDITURES	**$**	**160,285.13**		