ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
July 14, 2025 - 4:00 pm

**VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT**
**www.abilenecityhall.com/watchlive**

1. Call to Order

2. Roll Call: _____ Rein ______Miller _____Witt _____Kollhoff _____Meysenburg

3. Pledge of Allegiance

4. Approval of the Agenda for the July 14, 2025, City Commission Meeting

5. Consent Agenda - Consent Agenda items are considered routine business items. The consent agenda can be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.

   a. Meeting Minutes for June 23, 2025, Regular Meeting

   b. Meeting Minutes for June 26, 2025, Special Meeting

6. Public Comments and Communications

   a. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.

7. Business Items

   a. Consider approval of Ordinance No. 25-3461, AN ORDINANCE AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AT SPECIFIED LOCATIONS ON THE PUBLIC RIGHT-OF-WAY, AND APPROVING THE CLOSURE OF CERTAIN STREETS FOR THE ABILENE OKTOBERFEST. – City Clerk Mohr

   b. Consider approval of Resolution No. 071425-1, A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION NOTES, SERIES 2025, OF THE CITY OF ABILENE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN CONVENANTS AND AGREEMENTS THERETO; AND AUTHORIZING

CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.- Interim City Manager Quinday/Interim Finance Director Briand

c. Consider approval of Resolution No. 071425-2, A RESOLUTION OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE FOR PURPOSES OF THE CITY OF ABILENE, KANSAS 2026 BUDGET, AND DIRECTING THE CITY MANAGER TO NOTIFY THE COUNTY CLERK OF SUCH INTENT. – Interim City Manager Quinday/Interim Finance Director Briand

**8.** Items for discussion

a. 2nd Quarter Treasurer's Report – Interim Finance Director Briand

**9.** Reports

**10.** Recess of Regular Meeting

a. Consider a motion to recess the July 14, 2025, City Commission Meeting. The study session will begin no sooner than 4:30 pm.

**Abilene City Commission Meeting Minutes**
**Abilene Public Library – 209 NW Fourth Street**
**June 23, 2025, 4:00 pm.**
**Abilene, Kansas**

1. **Call to Order**

2. **Roll Call** – City Commission Present: Mayor Rein, Commissioners Kollhoff, Witt, and Miller. Absent: Commissioner Meysenburg.

Staff Present: City Clerk Mohr, Interim Finance Director Briand, City Attorney Martin, Parks and Recreation Director Timbrook, Assistant Fire Chief Stuck, Interim Police Chief Wilkins, Public Works Director Anderson, Convention and Visitors Bureau Director Roller-Weeks, and Administrative Assistant Olson.

3. **Pledge of Allegiance**

**Agenda**

4. Approval of the Agenda for the June 23, 2025, City Commission Meeting

Motion by Mayor Rein, seconded by Commissioner Miller, to approve the agenda with the removal of items 9a and 9b, concerning the executive session regarding attorney/client privilege and the addition of item 8b, a discussion regarding the delegation of city manager purchasing authority. Roll call vote: Miller YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 4-0.

**Consent Agenda**

5. Consent Agenda - Consent Agenda items are considered routine business items. The consent agenda can be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.

    a. Meeting Minutes for June 9, 2025, Regular Meeting

    b. Meeting Minutes for June 12, 2025, Special Meeting

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve the consent agenda as presented. Roll call vote: Witt YES, Kollhoff YES, Miller YES, Rein YES. The motion carried 4-0.

6. Public Comments and Communications

   a. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.

There were no public comments or communications.

7. Business Items

   a. There were no business items.

8. Items for Discussion

a. Discussion regarding rebuilding of T-Hangars at the Abilene Municipal Airport

Brian Coomes, Olsson, gave the commission an update regarding the rebuilding of the T-Hangars and funding options.

The commission discussed rebuilding the T-Hangars at the Abilene Municipal Airport extensively. Jim Price and Steve Cathey, both members of the Airport Advisory Board, provided information to the commission regarding the T-Hangars and FAA requirements.

   b. Discussion regarding the delegation of City Manager purchasing authority.

Moton by Mayor Rein, seconded by Commissioner Witt, to delegate dual signature authority for purchases between $2,500 and $25,000 to Interim Finance Director Briand and City Clerk Mohr. Roll call vote: Kollhoff NO, Miller YES, Witt YES, Rein YES. Motion carried 3-1.

9. Executive Session – Attorney/Client Privilege

   a. Motion by Commissioner, seconded by Commissioner, to recess into executive session for __ minutes to discuss with legal counsel the terms and conditions of an interim city manager agreement, based upon the need for consultation with an attorney of the governing body which would be deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-3319(b)(2). The open meeting will resume in this room at ____ pm.

This item was removed from the agenda.

**b.** Possible action to follow.

This item was removed from the agenda.

**10.** Reports

The 3rd Street repaving project is complete. The contractor completed additional work on some intersections. The bill came in at the exact price of the bid that was provided.

The engineers for the Wastewater Treatment Plant project are finishing up their work. It will then go to our City Engineer, Olsson, for their review.

Public Works will assist the Parks and Recreation Department in preparing for the 4th of July activities. The Fire Department will also fill the mud pit.

The resurfacing of the basketball courts at Eisenhower Park has begun. It should be completed by the end of this week.

**11.** Recess of Regular Meeting

**a.** Consider a motion to recess the June 23, 2025, City Commission Meeting.

Motion by Commissioner Witt, seconded by Commissioner Miller, to recess the June 23, 2025, City Commission Meeting at 5:30 pm. Roll call vote: Miller YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 4-0. The City Commission Study Session will begin at 5:30 pm.

City Commission Study Session

**1.** Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 5:30 pm.

**2.** June 23, 2025, City Commission Study Session Agenda

a. Discussion regarding street closures for the Oktoberfest.

b. Discussion regarding notice to exceed Revenue Neutral Rate for the 2026 Budget.

**3.** Adjournment

a. Consider a motion to adjourn the June 23, 2025, City Commission Meeting

Motion by Commissioner Kollhoff, seconded by Commissioner Witt, to adjourn the June 23, 2025, City Commission Meeting at 5:41 pm. Roll call vote: Witt YES, Kollhoff YES, Miller YES, Rein YES. The motion carried 4-0.

(Seal)

______________________________
Brandon Rein, Mayor

ATTEST:

______________________________
Shayla L. Mohr, CMC
City Clerk

**Abilene City Commission Special Meeting Minutes**
**Abilene Public Library – 209 NW Fourth Street**
**June 26, 2025, 5:00 pm.**
**Abilene, Kansas**



**1. <u>Call to Order</u>**

**2. <u>Roll Call</u>** – City Commission Present: Mayor Rein, Commissioners, Witt (Zoom), Miller and Meysenburg (Zoom). Absent: Commissioner Kollhoff.

Staff Present: City Clerk Mohr, City Attorney Martin, Interim Finance Director Briand, Interim Police Chief Wilkins, Convention and Visitors Bureau Director Roller-Weeks, and Administrative Assistant Olson.

**3. <u>Pledge of Allegiance</u>**

**<u>Agenda</u>**

**4.** Approval of the Agenda for the June 26, 2025, City Commission Special Meeting

Motion by Mayor Rein, seconded by Commissioner Miller, to approve the agenda with the removal of item 5a, executive session. Roll call vote: Miller YES, Witt YES, Meysenburg YES, Rein YES. The motion carried 4-0.

**5.** Executive Session

**a.** I move the City Commission recess into executive session for _____ minutes to discuss with legal counsel the terms and conditions of an interim city manager agreement, based upon the need for consultation with an attorney of the governing body which would be deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-3319(b)(2). The open meeting will resume in this room at _______pm.

This item was removed from the agenda.

**b.** Approval of Interim City Manager Contract with Jon Quinday.

Motion by Commissioner Miller, seconded by Commissioner Witt to approve the Interim City Manager Contract with Jon Quinday. Roll call vote: Witt YES, Meysenburg YES, Miller YES, Rein YES. The motion carried 4-0.

6. Adjournment of Special Meeting

a. Consider a motion to adjourn the June 26, 2025, Special City Commission Meeting.

Motion by Commissioner Miller, seconded by Commissioner Witt, to adjourn the June 26, 2025, Special City Commission Meeting at 5:07 pm. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Rein YES. The motion carried 4-0.

(Seal)

______________________________

Brandon Rein, Mayor

ATTEST:

______________________________

Shayla L. Mohr, CMC
City Clerk

ABILENE KANSAS

## City Commission

**Brandon Rein**
*Mayor*

**Wendy Miller**
*Vice-Mayor*

**John Kollhoff**
*Commissioner*

**Trevor Witt**
*Commissioner*

**Amy Meysenburg**
*Commissioner*

## CITY STAFF

**Jon Quinday**
*Interim City Manager*

**Kelsey Briand**
*Interim Finance Director*

**Shayla Mohr**
*City Clerk/HR Director*

**Brad Anderson**
*Public Works Director*

**Kari Zook**
*Community Development*

**Kellee Timbrook**
*Recreation Director*

**Julie Roller Weeks**
*CVB Director*

**Jason Wilkins**
*Interim Chief of Police*

**Kale Strunk**
*Fire Chief*

**City Commission Meeting Date:** Monday, July 14, 2025

**Session:** Regular Meeting

**Topic:** Ordinance 25-3461-Abilene Oktoberfest

**Department:** Administration

**Staff Contact:** Shayla Mohr, City Clerk/HR Director

**Background:**

The special event paperwork for street closures has been received for Oktoberfest to be held downtown on N. Spruce Street from NW 3rd to mid-way between NW 4th and NW 5th Streets (just passed Pinnacle Bank), NW 4th Street from Broadway to alley between N. Spruce and N. Buckeye Ave., Little Ike Park and the City-owned parking lot on Spruce Street from 5 pm on September 18, 2025 through September 21, 2025 at noon.

They will be applying for a Temporary Alcohol Permit from the State of Kansas Alcohol Beverage Control. Since this event will take place on the public right-of-way, the state requires an Ordinance to be passed by the Governing Body before they will issue a temporary alcohol permit. The temporary alcohol permit will be valid on September 19, 2025, from 6 pm to 11:59 pm and on September 20, 2025, from 11 am to 11:59 pm.

**Recommendation:**

Approve Ordinance No. 25-3461, 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 OKTOBERFEST.

**Fiscal Note:**

none

**Funding Source:**

none

**ORDINANCE NO. 25-3461**

**AN ORDINANCE AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AT SPECIFIED LOCATIONS ON THE PUBLIC RIGHT-OF-WAY, AND APPROVING THE CLOSURE OF CERTAIN STREETS FOR THE ABILENE OKTOBERFEST.**

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

**Section 1.** Authorization is given to barricade a portion of North Spruce Street from NW Third Street to mid-way between NW Fourth Street & NW Fifth Street and NW Fourth Street between North Broadway Street to the alley between North Spruce Street and North Buckeye Avenue, from 5:00 p.m. on September 18, 2025 until 12:00 pm (noon) on September 21, 2025, for the Abilene Oktoberfest Event (the "Event"). The Event is hereby approved by the Governing Body as a special event as required by K.S.A. 41-719(a)(2).

**Section 2.** The barricaded portions of North Spruce Street and North and NW Fourth Street, as set forth above, shall be temporarily closed from 5:00 p.m. on September 18, 2025, until 12:00 pm (noon) on September 21, 2025.

**Section 3.** Between the hours of 6:00 p.m. and 11:59 p.m. on September 19, 2025, and between the hours of 11:00 a.m. and 11:59 pm on September 20, 2025, Event attendees twenty-one (21) and older may possess and consume alcoholic beverages in the specified areas to be barricaded as identified above, and vendors holding the appropriate license from the State of Kansas may, in accordance with all applicable state laws and municipal ordinances, sell alcoholic liquor in the specified area, as approved and designated by the Division of Alcohol Beverage Control. No person shall remove any alcoholic liquor from inside the boundaries of the Event.

**Section 4.** The Abilene Oktoberfest, LLC shall provide security for the Event and conduct the Event in accordance with its plan submitted with the application, a copy of which plan is available for review at the City Office, 419 N. Broadway, Abilene, Kansas. It shall be the duty of the Event organizer and the vendor(s) to restrict access to alcoholic beverages to those persons twenty-one (21) or older.

**Section 5.** 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. 25-3461 Summary

On July 14, 2025, the City Commission passed Ordinance No. 25-3461. The ordinance authorizes the sale, consumption, and possession of alcoholic liquor at specified locations on the public right-of-way and approves the closure of portions of North Spruce Street and NW Fourth Street during the times specified in the ordinance, for the Abilene Oktoberfest, LLC. A complete copy of the ordinance is available free of charge online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas. This summary is certified by the City's legal counsel.

**APPROVED AND PASSED** by the Governing Body of the City of Abilene, Kansas this 14 day of July 2025.

____________________________________
Brandon Rein, Mayor

Attest:

____________________________________
Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this 14th day of July 2025.

____________________________________
Aaron O. Martin, City Attorney

City Commission

**Brandon Rein**
*Mayor*

**Wendy Miller**
*Vice-Mayor*

**John Kollhoff**
*Commissioner*

**Trevor Witt**
*Commissioner*

**Amy Meysenburg**
*Commissioner*

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**Julie Roller Weeks**
*CVB Director*

**Jason Wilkins**
*Interim Chief of Police*

**Kale Strunk**
*Fire Chief*

**Brad Anderson**
*Public Works Director*

**City Commission Meeting Date:** Monday, July 14, 2025

**Session:** Regular Meeting

**Topic: Resolution Authorizing the sale of General Obligation Bonds, Series 2025**

**Department:** Administration

**Staff Contact:** Jon Quinday, Interim City Manager, Kelsey Briand, Finance Director, Shayla Mohr, City Clerk

**Background:**

This is the next step in the process regarding the General Obligation Bonds for funding the Industrial Park, Recreation Improvements and the CCLIP project.

The bids will be opened on July 14th at 10 am. Updated documents will be provided at the meeting from the outcome of the bids received.

Preliminary documents are included in the packet for your review before the meeting.

**Recommendation:**

Approve Resolution 071425-2, A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION NOTES, SERIES 2025, OF THE CITY OF ABILENE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

**Funding Source:**

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF ABILENE, KANSAS
HELD ON JULY 14, 2025**

The governing body met in regular session at the usual meeting place in the City, at 4:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Notes, Series 2025, dated August 7, 2025, of the City had been received. A tabulation of the bids is set forth as ***Exhibit A*** hereto.

The governing body reviewed and considered the bids and it was found and determined that the bid of [PURCHASER], [PURCHASER CITY, STATE], was the best bid for the Notes, a copy of which is attached hereto as ***Exhibit B***.

Commissioner ______________ moved that the bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of the bid and the terms specified in the Notice of Note Sale. The motion was seconded by Commissioner ______________. The motion was carried by a vote of the governing body as follows:

Yea: ________________________________________________________________.

Nay: ________________________________________________________________.

There was presented a Resolution entitled:

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION NOTES, SERIES 2025, OF THE CITY OF ABILENE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

Commissioner ______________ moved that the Resolution be adopted. The motion was seconded by Commissioner ______________. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: ______________________________________________________________________.

Nay: ______________________________________________________________________.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 071425-____, and was signed by the Mayor and attested by the Clerk.

* * * * * * * * * * * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Abilene, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

________________________________________
Clerk

*EXHIBIT A*
**BID TABULATION**

**$10,960,000* CITY OF ABILENE, KANSAS**
**GENERAL OBLIGATION NOTES**

| | |
|---|---|
| Dated: August 7, 2025 | Sale Date: July 14, 2025 |
| Series 2025 | 10:00 A.M., Central Time |
| | Max Interest Rate: _____% |

**BIDDERS**

## *EXHIBIT B*

## (BID OF PURCHASER)

Gilmore & Bell, P.C.
07/03/2025

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**RESOLUTION NO. 071425-1**

**OF**

**THE CITY OF ABILENE, KANSAS**

**ADOPTED**

**JULY 14, 2025**

**GENERAL OBLIGATION NOTES**
**SERIES 2025**

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**RESOLUTION**

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**RESOLUTION NO. 071425-1**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION NOTES, SERIES 2025, OF THE CITY OF ABILENE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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**WHEREAS,** the City of Abilene, Kansas (the "Issuer") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

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

| Project Description | Res. No. | Authority (K.S.A.) | Amount |
|---|---|---|---|
| KDOT CCLIP 2025-2026 (Buckeye Ave. surface preservation) | 060925-1 | 14-570 *et seq*./Ch. Ord. 28 | $ 1,900,000 |
| 14th Street Industrial Park (Street, Sewer, Water, Storm Drain) | 060925-1 | 14-570 *et seq*./Ch. Ord. 28 | 3,250,000 |
| Recreation Improvements (Ball Fields) | 060925-1 | 14-570 *et seq*./Ch. Ord. 28 | 4,000,000 |
| ***Total:*** | | | ***$9,150,000*** |

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

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

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

**WHEREAS**, the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; and

**WHEREAS,** the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the City on this date, awarded the sale of such Notes to the best bidder; and

**WHEREAS,** the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of $10,960,000* to pay the costs of the Improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY 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 Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**"Act"** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq*., and K.S.A. 14-570 *et seq*., as amended by Charter Ordinance No. 28, all as amended and supplemented from time to time.

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

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

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

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

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

**"Cede & Co."** means Cede & Co., as nominee of DTC.

**"City"** means the City of Abilene, Kansas.

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

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

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

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

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

**"Costs of Issuance Account"** means the Costs of Issuance Account for General Obligation Notes, Series 2025 created pursuant to ***Section 501*** hereof.

**"Dated Date"** means August 7, 2025.

**"Debt Service Account"** means the Debt Service Account for General Obligation Notes, Series 2025 (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

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

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

**"Defeasance Obligations"** means any of the following obligations:

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

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

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

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

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

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

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

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

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

**"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 Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

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

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

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

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

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

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

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

**"Improvement Fund"** means the Improvement Fund for General Obligation Notes, Series 2025 created pursuant to ***Section 501*** hereof.

**"Improvements"** means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

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

**"Interest Payment Date(s)"** means the Stated Maturity of an installment of interest on any Note which shall be March 1 and September 1 of each year, commencing March 1, 2026.

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

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

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

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

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

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

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

**"Note Registrar"** means the State Treasurer and its successors and assigns.

**"Note Resolution"** means this resolution relating to the Notes.

**"Notes"** means the General Obligation Notes, Series 2025, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

City Hall
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]
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

**"Notice Representative"** means:

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

(b) With respect to the Note Registrar and Paying Agent, the Director of Fiscal 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 Notes.

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

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

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

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

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

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

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

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

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

**"Purchase Price"** means [___% of] the principal amount of the Notes plus accrued interest to the date of delivery[, plus a premium of $________][, less an underwriting discount of $________].

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

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

**"Rebate Fund"** means the Rebate Fund for General Obligation Notes, Series 2025 created pursuant to ***Section 501*** hereof.

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

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

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

**"Replacement Notes"** means Notes issued to the Beneficial Owners of the Notes in accordance with ***Article II*** hereof.

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

**"State"** means the state of Kansas.

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

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

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

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

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

## ARTICLE II

## AUTHORIZATION AND DETAILS OF THE NOTES

**Section 201. Authorization of the Notes.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Notes, Series 2025, of the Issuer in the principal amount of

$10,960,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance.

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

| Stated Maturity March 1 | Principal Amount | Annual Rate of Interest |
|---|---|---|
| 2029 | $10,960,000* | [_______]% |

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

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

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

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

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

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

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

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement relating to the Notes 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 Mayor or chief financial officer 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 or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes 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 Notes sufficient copies of the final 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 Notes.** The sale of the Notes 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 Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

## ARTICLE III

## REDEMPTION OF NOTES

**Section 301. Redemption by Issuer.**

***Optional Redemption***. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on March 1, 2027, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

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

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

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

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

(a) the Redemption Date;

(b) the Redemption Price;

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV

## SECURITY FOR NOTES

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

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

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

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

## ARTICLE V

## ESTABLISHMENT OF FUNDS AND ACCOUNTS
## DEPOSIT AND APPLICATION OF NOTE PROCEEDS

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

(a) Improvement Fund for General Obligation Notes, Series 2025.

(b) Debt Service Account for General Obligation Notes, Series 2025.

(c) Rebate Fund for General Obligation Notes, Series 2025.

(d) Costs of Issuance Account for General Obligation Notes, Series 2025.

(e) Compliance Account.

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

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

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

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

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

**Section 503. Application of Moneys in the Improvement Fund.** Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this ***Article V***.

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

**Section 504. Substitution of Improvements; Reallocation of Proceeds.**

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

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

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

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

**Section 506. Application of Moneys in the Rebate Fund.**

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

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

(c) Notwithstanding any other provision of this Note Resolution, including in particular ***Article VII*** hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Notes.

**Section 507. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such 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 may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

**Section 508. Application of Moneys in the Costs of Issuance Account.** Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

**Section 509. Application of Moneys in the Compliance Account.** Moneys in the Compliance Account shall be used by the Issuer to pay the 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 Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

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

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

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

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

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall, 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 Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with ***Article III***. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

## ARTICLE VIII

## TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax

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

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

## ARTICLE IX

## 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.

## 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 Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

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

(a) Extend the maturity of any payment of principal or interest due upon any Note;

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

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

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

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

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

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

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

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

**Section 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 Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

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

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

**Section 1005. Electronic Transactions.** The transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

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

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

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

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**ADOPTED** by the governing body of the Issuer on July 14, 2025.

(SEAL)

________________________________________
Brandon Rein, Mayor

ATTEST:

________________________________________
Shayla L. Mohr, CMC, City Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on July 14, 2025, as the same appears of record in my office.

DATED: July 14, 2025.

________________________________________
Shayla L. Mohr, CMC, City Clerk

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*EXHIBIT A*
**(FORM OF NOTES)**

**REGISTERED** **REGISTERED**
**NUMBER ____** **$**

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

**UNITED STATES OF AMERICA**
**STATE OF KANSAS**
**COUNTY OF DICKINSON**
**CITY OF ABILENE**
**GENERAL OBLIGATION NOTE**
**SERIES 2025**

| | | | |
|---|---|---|---|
| **Interest Rate:** | **Maturity Date:** | **Dated Date: August 7, 2025** | **CUSIP:** |

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Abilene, in the County of Dickinson, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2026 (the "Interest Payment Dates"), until the Principal Amount has been paid.

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

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

**Authorization of Notes.** This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Notes, Series 2025," aggregating the principal amount of $10,960,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. 14-570 *et seq*., as amended by Charter Ordinance No. 28, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

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

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

Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

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

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

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

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

**CITY OF ABILENE, KANSAS**

(Facsimile Seal)

By: (manual or facsimile)
Brandon Rein, Mayor

ATTEST:

By: (manual or facsimile)
Shayla L. Mohr, CMC, City Clerk

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

(Facsimile Seal) By: __________(manual or facsimile)__________
Shayla L. Mohr, CMC, City Clerk

---

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Note is one of a series of General Obligation Notes, Series 2025, of the City of Abilene, Kansas, described in the within-mentioned Note Resolution.

Registration Date: ________________________

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

By: ______________________________

Registration Number: _____________________

---

**LEGAL OPINION**

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

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

(PRINTED LEGAL OPINION)

---

**NOTE ASSIGNMENT**

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

____________________________________________________________
(Name and Address)

____________________________________________________________
(Social Security or Taxpayer Identification No.)

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

Dated ______________________

______________________________________
Name

______________________________________
Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By ____________________________________

---

**CERTIFICATE OF CLERK**

STATE OF KANSAS )
) SS.
COUNTY OF DICKINSON )

The undersigned, Clerk of the City of Abilene, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of August 7, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Shayla L. Mohr, CMC, City Clerk

---

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Facsimile Seal)

By: (facsimile)
Treasurer of the State of Kansas

Gilmore & Bell, P.C.
07/03/2025

---

**TRANSCRIPT OF PROCEEDINGS**

**AUTHORIZING THE ISSUANCE**

**OF**

**$10,960,000***

**CITY OF ABILENE, KANSAS**

**GENERAL OBLIGATION NOTES**
**SERIES 2025**

**DATED AUGUST 7, 2025**

---

**Legal Opinion**

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

**$10,960,000***
**CITY OF ABILENE, KANSAS**
**GENERAL OBLIGATION NOTES**
**SERIES 2025**
**DATED AUGUST 7, 2025**

---

**CLOSING LIST**

---

The transcript of proceedings will be prepared in electronic format unless otherwise noted, for the above referenced issue (the “Notes”), and distributed as follows:

1. City of Abilene, Kansas (the “Issuer”)
2. Aaron Martin, Esq., Salina, Abilene, Kansas (“Issuer's Counsel”)
3. Attorney General of the State of Kansas [*Original*]
4. State Treasurer, Topeka, Kansas (the “Paying Agent”)
5. [Purchaser], [Purchaser City, State] (the “Original Purchaser”)
6. Piper Sandler & Co., Leawood, Kansas (the “Financial Advisor”)
7. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

**PROCEEDINGS AUTHORIZING THE IMPROVEMENTS**

1. **KDOT CCLIP 2025-2026 (Buckeye Ave. Surface Preservation) Project**
**14th Street Industrial Park (Street, Sewer, Water, Storm Drain) Improvements**
**Recreation Improvements (Ball Fields)**
·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 060925-1
·Resolution No. 060925-1 authorizing capital improvements

2. **Charter Ordinance No. 28 Proceedings**
·Excerpt of Minutes of the governing body meeting evidencing passage of Charter Ordinance No. 28
· Charter Ordinance No. 28
·Affidavit of Publication of Charter Ordinance No. 28
·Certificate of No Protest

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

3. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 060925-2

4. Resolution No. 060925-2 authorizing the offering for sale of the Notes

5. Notice of Note Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final

6. Official Statement

7. Continuing Disclosure Undertaking

8. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser and adoption of Resolution No. 071425-[__]

9. Resolution No. 071425-[__] authorizing the issuance of the Notes and prescribing the form and details of the Notes

## CLOSING DOCUMENTS

10. Transcript Certificate
    ***Exhibit A*** – Statement of Costs
    ***Exhibit B*** – Schedule of Outstanding General Obligation Indebtedness

11. Uniform Facsimile of Signature Certificates

12. Authorization of State Treasurer to use facsimile signature and seal

13. Specimen Note and Printer's Certificate

14. Agreement Between Issuer and Agent

15. DTC Blanket Letter of Representations

16. Rating Letter – S&P

17. Closing Certificate

18. Federal Tax Certificate
    ***Exhibit A*** – Internal Revenue Service Form 8038-G and evidence of filing
    ***Exhibit B*** – Receipt for Purchase Price
    ***Exhibit C*** – Receipt and Representation
    [***Exhibit C-1*** – Certificate of Financial Advisor]
    ***Exhibit D*** – Description of Property Comprising the Financed Improvements [and List of Reimbursement Expenditures]
    ***Exhibit E*** – Sample Annual Compliance Checklist
    ***Schedule 1*** – Debt Service Schedule & Proof of Yield

**LEGAL OPINIONS**

19. Approving legal opinion of Gilmore & Bell, P.C.

20. Approval letter of Attorney General

**MISCELLANEOUS DOCUMENTS**

21. Closing Letter

* * * * *

**TRANSCRIPT CERTIFICATE**

**$10,960,000***
**CITY OF ABILENE, KANSAS**
**GENERAL OBLIGATION NOTES**
**SERIES 2025**
**DATED AUGUST 7, 2025**

The undersigned Mayor and Clerk of the City of Abilene, Kansas (the "Issuer"), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the "Notes"); and do hereby certify as of July 14, 2025, as follows:

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

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

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

**4. Newspaper**. The ***Abilene Reflector-Chronicle*** was the official newspaper of the Issuer at all times during these proceedings.

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

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

| Name | Title | Term of Office |
|---|---|---|
| Brandon Rein | Mayor | 01/2025 to 01/2026 |
| | Commissioner | [__/____] to 01/2028 |
| Wendy Miller | Vice Mayor | 01/2025 to 01/2026 |
| | Commissioner | [__/____] to 01/2026 |
| John Kollhoff | Commissioner | [__/____] to 01/2026 |
| Amy Meysenberg | Commissioner | [__/____] to 01/2028 |
| Trevor Witt | Commissioner | [__/____] to 01/2026 |
| Shayla Mohr | Clerk | [__/____] to DATE |

**7.** **Execution of Notes**. The Notes have been executed with manual or facsimile signatures; and the manual or facsimile signatures appearing on the Notes are manual or facsimiles of the true and genuine signatures of the Mayor and Clerk of the Issuer. Each signature has either been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 *et seq.* or executed in accordance with K.S.A. 16-1601 *et seq*. A facsimile of the seal of the Issuer is affixed to or imprinted on each of the Notes and at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Note bears a Certificate of Registration evidencing the fact that it has been registered in the office of the Clerk. A true impression of the seal is set forth adjacent to the signature of the Clerk below. The specimen note included in the Transcript is in the form adopted by the governing body of the Issuer for the Notes.

**8.** **Authorization and Purpose of the Notes**. The Notes are being issued pursuant to Resolution No. 071425-[__] (the "Note Resolution") of the Issuer pursuant to K.S.A. 10-123 for the purpose of paying costs of issuance and paying the costs of certain public improvements (the "Improvements") authorized by the governing body of the Issuer pursuant to K.S.A. 14-570 *et seq*., as amended by Charter Ordinance No. 28, all as amended, and all other applicable provisions of the laws of the State of Kansas.

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

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

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

**10.** **Valuation**. The total assessed valuation of the taxable tangible property within the Issuer for the year 2024, is as follows:

| | |
|---|---|
| Equalized Assessed Valuation of Taxable Tangible Property .......... | $67,251,781 |
| Tangible Valuation of Motor Vehicles .......... | 7,951,317 |
| Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations .......... | $75,203,098 |

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

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

Mayor

(SEAL)

Clerk

## *EXHIBIT A*

## STATEMENT OF COST

Re: General Obligation Notes, Series 2025, Dated August 7, 2025, of the City of Abilene, Kansas

| | |
|---|---|
| **Sources of Funds:** | |
| Principal Amount of the Notes | $10,960,000*.00 |
| [Original Issue Premium] | |
| [Original Issue Discount] | - |
| ***Total*** | ***$*** |
| **Uses of Funds:** | |
| Deposit to Improvement Fund | $ |
| Costs of Issuance | |
| Underwriter's Discount | |
| ***Total*** | ***$*** |

## *EXHIBIT B*

## CITY OF ABILENE, KANSAS

## SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
## (as of August 7, 2025)

### GENERAL OBLIGATION BONDS

| Series | Original Amount | Dated Date | Final Maturity | Currently Outstanding |
|---|---|---|---|---|
| 2015 | $245,000 | 08/13/2015 | 09/01/2025 | $ 25,000 |
| 2017 | 4,290,000 | 07/06/2017 | 09/01/2040 | 2,825,000 |
| 2019 | 2,725,000 | 07/15/2019 | 09/01/2039 | 2,375,000 |
| 2019-B | 3,945,000 | 12/20/2019 | 03/01/2028 | 1,530,000 |
| | | | Total = | $6,755,000 |

### TEMPORARY NOTES

| Series | Original Amount | Dated Date | Final Maturity | Currently Outstanding |
|---|---|---|---|---|
| 2025 | $10,960,000 | 8/7/2025 | 3/1/2029 | $10,960,000 |
| | | | Total = | $10,960,000 |

**CERTIFICATE OF MANUAL SIGNATURE**
**OF THE MAYOR OF THE CITY OF ABILENE, KANSAS**

**IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF KANSAS**

STATE OF KANSAS )
) SS.
COUNTY OF DICKINSON )

I, the undersigned, **Brandon Rein**, being duly sworn on oath certify that I am the duly qualified **Mayor** of the City of Abilene, Kansas, and that the signature appearing below is my signature and I file herewith this certificate pursuant to K.S.A. 75-4001 to 75-4007, inclusive.

________________________________________
Brandon Rein

Subscribed and sworn to before me as of July 14, 2025.

________________________________________
Notary Public in and for said County and State

(SEAL)

My commission expires: ___________________.

**CERTIFICATE OF MANUAL SIGNATURE**
**OF THE CLERK OF THE CITY OF ABILENE, KANSAS**

**IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF KANSAS**

STATE OF KANSAS )
) SS.
COUNTY OF DICKINSON )

I, the undersigned, **Shayla Mohr**, being duly sworn on oath certify that I am the duly qualified **Clerk** of the City of Abilene, Kansas, and that the signature appearing below is my signature and I file herewith this certificate pursuant to K.S.A. 75-4001 to 75-4007, inclusive.

________________________________________
Shayla Mohr

Subscribed and sworn to before me as of July 14, 2025.

________________________________________
Notary Public in and for said County and State

(SEAL)

My commission expires: ___________________.

**AGREEMENT BETWEEN ISSUER AND AGENT**

**$10,960,000***
**CITY OF ABILENE, KANSAS**
**GENERAL OBLIGATION NOTES**
**SERIES 2025**
**DATED AUGUST 7, 2025**

**THIS AGREEMENT**, dated as of August 7, 2025, between the City of Abilene, Kansas, a municipality (the "Issuer"), and the State Treasurer of Kansas, as Agent (the "Agent").

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

Now, therefore, it is hereby agreed as follows:

## I. APPOINTMENT

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

## II. BASIC DUTIES

A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.

B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.

C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.

D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 *et seq*., except as specifically provided in this Agreement.

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

## III. COMPENSATION

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

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

## IV. STANDARD OF PERFORMANCE

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

### A. *STATEMENTS OF OWNERSHIP*

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

### B. *CERTIFICATED SECURITIES*

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

### C. *INTEREST CALCULATIONS*

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

D. ***SURRENDER***

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

E. ***TRANSFERS AND EXCHANGES***

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.

2. In accordance with the authorizing Resolution of the Issuer (the "Note Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.

3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Note Resolution authorizing the Securities.

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

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

G. ***REPLACEMENT OF SECURITIES***

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

H. ***REDEMPTIONS***

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

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

I. ***MISCELLANEOUS***

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

J. ***REPORTS***

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

K. ***CONSTRUCTION***

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

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**CITY OF ABILENE, KANSAS**

(SEAL)

By ______________________________
Mayor

ATTEST:

By ______________________________
Clerk

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

(SEAL)

By ______________________________
Director of Fiscal Services



(Signature page to Agreement Between Issuer and Agent)

***ATTACHMENT "A"***

SAMPLE

| | | |
|---|---|---|
| | $5,000.00000 ........................ | Bond Unit |
| x | .06875 ........................ | Interest Rate |
| = | 343.750000 | Rounded to six decimal places |
| / | 360 ........................ | Days per year |
| = | .954861 | Rounded to six decimal places |
| x | 180 ........................ | Day in interest period |
| = | 171.874980 | (Rounded to second decimal = $171.87) |

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

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

**$10,960,000***
**CITY OF ABILENE, KANSAS**
**GENERAL OBLIGATION NOTES**
**SERIES 2025**
**DATED AUGUST 7, 2025**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned notes (the "Notes") for safekeeping prior to the delivery of the Notes on August 7, 2025 (the "Closing Date"), the City of Abilene, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Notes, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of [Purchaser], [Purchaser City, State], as the Underwriter (the "Underwriter") in distributing the Notes.

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

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

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**CITY OF ABILENE, KANSAS**

Dated: July 14, 2025

By: ______________________________
Clerk

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

Dated: ________________

By: ______________________________
Title: ____________________________

**DEPOSITORY TRUST COMPANY**

Dated: ________________

By: ______________________________
Title: ____________________________

# CLOSING CERTIFICATE

**$10,960,000***
**CITY OF ABILENE, KANSAS**
**GENERAL OBLIGATION NOTES**
**SERIES 2025**
**DATED AUGUST 7, 2025**

The undersigned Mayor and Clerk of the City of Abilene, Kansas (the "Issuer"), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the "Notes"); and certify as of August 7, 2025 (the "Issue Date"), as follows:

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

**2. Transcript of Proceedings**. The transcript of proceedings relating to the authorization and issuance of the Notes (the "Transcript"), furnished to the Purchaser of the Notes, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated July 14, 2025 are true and correct as of this date and are incorporated in this Certificate by reference.

**3. Authorization and Purpose of the Notes.** The Issuer is issuing and delivering the Notes simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 10-123, K.S.A. 14-570 *et seq*., as amended by Charter Ordinance No. 28, all as amended, and Resolution No. 071425-[__] of the Issuer duly adopted by the governing body of the Issuer on July 14, 2025 (the "Note Resolution") for the purpose of paying costs of issuance and paying the costs of certain public improvements (the "Improvements").

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

**5. Sale of Notes**. The Notes have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Note Sale included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Note Sale and Preliminary Official Statement was sent to prospective purchasers of the Notes, and to all other persons and firms requesting copies of such Notice of Note Sale and Preliminary Official Statement.

**6. Official Statement.** The Official Statement contained in the Transcript constitutes a full, true and correct copy of the Official Statement relating to the Notes. To the best of our knowledge, the Official Statement, other than the sections entitled "The Depository Trust Company," "Ratings," "Legal

Matters," "Tax Matters," and ***Appendices B***, and ***C***, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

**7. Continuing Disclosure Undertaking.** The Issuer has heretofore executed a Continuing Disclosure Undertaking (the "Disclosure Undertaking"), wherein the Issuer has covenanted to disseminate such information as is required in accordance with the provisions of the SEC Rule and the Disclosure Undertaking. In the Note Resolution, the Issuer has covenanted to apply the provisions of the Disclosure Undertaking to the Notes. A copy of the Disclosure Undertaking is contained in the Transcript.

**8. Non-Litigation**. There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best or our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Notes shown to be authorized in the Transcript; (e) the validity of the Notes, or any of the proceedings had in relation to the authorization, issuance or sale thereof; (f) the levy and collection of an ad valorem property tax to pay the principal of and interest on the Notes; or (g) the federal or state tax-exempt status of the interest on the Notes; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Note Resolution or the Official Statement, or the validity or enforceability of the Notes, which are not disclosed in the final Official Statement.

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**WITNESS** our signatures and the seal of the Issuer.

________________________________________
Mayor

(SEAL)

________________________________________
Clerk

[FORM OF BOND COUNSEL OPINION]

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

[August 7, 2025]

| | |
|---|---|
| Governing Body<br>City of Abilene, Kansas | [Purchaser]<br>[Purchaser City, State] |

Re: $10,960,000* General Obligation Notes, Series 2025, of the City of Abilene, Kansas, Dated August 7, 2025

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

Regarding questions of fact material to the opinions below, we have relied on the representations of the Issuer, on the certified proceedings and other certifications of representatives of the Issuer and the certifications of others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion that:

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

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

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

**not** been designated as "qualified tax-exempt obligations" for purposes of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Notes.

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

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

We express no opinion regarding the accuracy, adequacy or completeness of the Official Statement or other offering material relating to the Notes, or the tax consequences arising with respect to the Notes other than as expressly set forth in this opinion letter.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

**GILMORE & BELL, P.C.**

DLE:rdb

Gilmore & Bell, P.C.
07/03/2025

**FEDERAL TAX CERTIFICATE**

**Dated as of August 7, 2025**

**OF**

**THE CITY OF ABILENE, KANSAS**

**$10,960,000***
**GENERAL OBLIGATION NOTES**
**SERIES 2025**

**FEDERAL TAX CERTIFICATE**

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## ARTICLE V

## MISCELLANEOUS PROVISIONS



## LIST OF EXHIBITS TO FEDERAL TAX CERTIFICATE



* * *

# FEDERAL TAX CERTIFICATE

**THIS FEDERAL TAX CERTIFICATE** (the "Tax Certificate") is executed as of August 7, 2025 (the "Issue Date"), by the City of Abilene, Kansas (the "Issuer").

## RECITALS

**1.** This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of $10,960,000* principal amount of General Obligation Notes, Series 2025 (the "Notes"), under the Note Resolution (as defined herein), for the purposes described in this Tax Certificate and in the Note Resolution.

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

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

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

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

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

## ARTICLE I

## DEFINITIONS

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

**"Adjusted Gross Proceeds"** means the Gross Proceeds of the Notes reduced by amounts: (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund; (b) that as of the Issue Date, are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period; and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

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

**"Available Construction Proceeds"** means the sale proceeds of the Notes, increased by: (a) Investment earnings on the sale proceeds; (b) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Notes but not funded from the Notes; and (c) earnings on such earnings, reduced by sale proceeds (1) in any reasonably required reserve fund or (2) used to pay issuance costs of the Notes. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of: (a) the second anniversary of the Issue Date; or (b) the date the Financed Improvement are substantially completed.

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

**"Bond Compliance Officer"** means the Issuer's Finance Director or other person named in the Tax Compliance Procedure.

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

**"Bond Year"** means each one-year period (or shorter period for the first Bond Year) ending March 1 or another one-year period selected by the Issuer.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Compliance Account"** means the account by that name created under the Note Resolution to provide for the payment of certain expenses as described in ***Section 2.01(j)*** hereof.

**"Computation Date"** means each date on which arbitrage rebate for the Notes is computed. The Issuer may treat any date as a Computation Date, subject to the following limits:

(a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date; and

(b) the date the last Note is discharged is the final Computation Date.

The Issuer selects the date the last Note is discharged as the Computation Date but reserves the right to select a different date consistent with the Regulations.

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

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

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

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

(1) Improvement Fund.
(2) Debt Service Account.
(3) Rebate Fund (to the extent funded with sale proceeds or Investment proceeds of the Notes).
(4) Costs of Issuance Account.
(5) Compliance Account (to the extent funded with sale proceeds or Investment proceeds of the Notes).

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

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

**“Investment”** means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but does include the investment element of most interest rate caps.

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

**“Issue Date”** means August 7, 2025.

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

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

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

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

**"Municipal Advisor"** means Piper Sandler & Co., Leawood, Kansas.

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

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

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

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

**"Note Resolution"** means Resolution No. 071425-[___] of the Issuer duly adopted by the governing body of the Issuer on July 14, 2025, as originally executed by the Issuer as amended and supplemented in accordance with the provisions of the Note Resolution.

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

**"Preliminary Expenditures"** means: (a) costs incurred for architectural, engineering, surveying, soil testing, costs of issuance, and similar costs prior to commencement of acquisition, construction, or rehabilitation of the Financed Improvements, other than land acquisition, site preparation, and similar costs incident to commencement of construction of the Financed Improvements up to an amount not in excess of 20 percent of the issue price of the Notes; and (b) costs incurred in an amount not in excess of the lesser of $100,000 or 5% of the sale proceeds of the Notes.

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

**"Qualified Equity"** means funds (but excluding an existing equity ownership interest in real property or tangible personal property) that are not derived from proceeds of a tax-exempt financing that are spent on the Improvements on a date that is no earlier than a date on which such expenditures would be eligible for reimbursement by proceeds of the Notes under Regulations § 1.150-2(d)(2) and ending not later than the date the Improvements are capable of and actually used at substantially their designed level.

**"Qualified Use Agreement"** means any of the following:

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

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

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

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

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

**"Reasonable Retainage"** means Gross Proceeds retained by the Issuer for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed: (a) for purposes of the 18-month spending test, 5% of Net Proceeds of the Notes on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

**"Rebate Analyst"** means Gilmore & Bell, P.C. or any successor rebate analyst selected pursuant to this Tax Certificate.

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

**"State"** means the State of Kansas.

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

**"Tax Compliance Procedure"** means the Issuer's Tax and Securities Compliance Procedures, dated April 22, 2019.

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

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

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

# ARTICLE II

## GENERAL REPRESENTATIONS AND COVENANTS

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

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

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

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

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

(1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

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

(d) ***Governmental Obligations–Private Security or Payment.*** Except as described on ***Schedule 2.01(d)***, as of the Issue Date the Issuer expects that none of the principal and interest on the Notes will be (under the terms of the Notes or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The security or payments described in ***Schedule 2.01(d)*** will never exceed 10% of the debt service on the Notes. The Issuer will not permit any other private security or payment with respect to the Notes without first consulting with Bond Counsel.

(e) ***No Private Loan.*** Not more than 5% of the net proceeds of the Notes will be loaned directly or indirectly to any Non-Qualified User.

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

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

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

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

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

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

an expenditure made more than 3 years before the date of the reimbursement allocation. In addition, no reimbursement allocation will be made more than 18 months following the later of (A) the date of the expenditure or (B) the date the Financed Improvements was placed in service.

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

(3) *Compliance Account*. Except as provided in this paragraph, the Issuer may allocate Note proceeds held in the Compliance Account to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. The Issuer expects that all amounts in the Compliance Account will be allocated to expenditures within four years after the Issue Date. If any money remains in the Compliance Account on the fourth anniversary of the Issue Date, the Issuer will transfer that money to the Debt Service Account and use it to pay principal or interest on the Notes.

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

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

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

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

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

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

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

(r) ***Bank Qualified Tax-Exempt Obligation.*** The Notes are **not** "qualified tax exempt obligations" under Code § 265(b)(3).

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

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

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

## ARTICLE III

## ARBITRAGE CERTIFICATIONS AND COVENANTS

**Section 3.01 General.** The purpose of this Article is to certify, under Regulations § 1.148-2(b), the Issuer's expectations as to the sources, uses and investment of Note proceeds and Qualified Equity, in order to support the Issuer's conclusion that the Notes are not arbitrage bonds. The person executing this Tax Certificate on behalf of the Issuer is an officer of the Issuer responsible for issuing the Notes.

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

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

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

(a) Improvement Fund.
(b) Debt Service Account.
(c) Rebate Fund.
(d) Costs of Issuance Account.
(e) Compliance Account.

**Section 3.05 Amount and Use of Note Proceeds.**

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

| | |
|---|---|
| Principal Amount | $10,960,000*.00 |
| Less Underwriter's Discount | - |
| [Plus Original Issue Premium | ] |
| [Less Original Issue Discount | -] |
| ***Total Purchase Price*** | |

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

(1) Any excess proceeds will be deposited in the Debt Service Account and allocated to pay interest on the Notes.

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

(3) The remaining Note proceeds in the amount of $[________] will be deposited in the Improvement Fund[, with $[________] of such amount used to reimburse the Issuer for costs of the Financed Improvements paid before the Issue Date and the balance will be used to pay][ and used to pay] future costs of the Financed Improvements.

**Section 3.06 Multipurpose Issue.** The Issuer is applying the arbitrage rules to separate financing purposes of the issue as if they constitute separate issues pursuant to Regulations § 1.148-9(h)(2).

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

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

**Section 3.08 Completion of Financed Improvements.** The Issuer has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Notes on the Financed Improvements. The completion of the Financed Improvements and the allocation of the Net Proceeds of the Notes to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Notes will be allocated to expenditures on the Financed Improvements within 3 years after the Issue Date.

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

**Section 3.10 Reserve, Replacement and Pledged Funds.**

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

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

(c) ***Compliance Account***. Amounts held in the Compliance Account are expected to be used to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Therefore, amounts held in the Compliance Account are not pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Notes if the Issuer encounters financial difficulty.

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

**Section 3.12 Issue Price and Yield on Notes.**

GENERAL RULE

[(a) ***Issue Price***. Based on the Purchaser's certifications in ***Exhibit C***, for purpose of calculating the Yield on the Notes the Issuer hereby elects to establish the issue prices of the Notes pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Notes for such purpose is $[__________], without accrued interest.]

HOLD-THE-OFFERING-PRICE RULE

[(a) ***Issue Price***. Based on the Purchaser's certifications in ***Exhibit C***, the Issuer hereby elects to establish the issue prices of the Notes pursuant to Regulations § 1.148-1(f)(2)(ii) (relating to the so-called "Hold-the-Offering-Price Rule"). Therefore, the aggregate issue price of the Notes for such purpose is $[__________], without accrued interest.]

QUALIFYING COMPETITIVE SALES

[(a) ***Issue Price***. Based on the Purchaser's certifications in ***Exhibit C*** and the Financial Advisor's certifications in ***Exhibit C-1***, the Issuer hereby elects to establish the issue prices of the Notes pursuant to Regulations § 1.148-1(f)(2)(iii) (relating to the so-called "competitive sales rule"). Therefore, the aggregate issue price of the Notes for such purpose is $[__________], without accrued interest.]

(b) ***Note Yield***. Based on the aggregate issue price of the Notes set forth in (a), the Yield on the Notes is [____]%, as computed by Bond Counsel and shown on ***Schedule 1*** attached to this Tax Certificate. The Issuer has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Notes.

[The Notes maturing on ____________ are subject to the special rules of Regulations § 1.148-4(b)(3) for certain Notes that are subject to optional redemption and issued at an original issue premium that exceeds the stated redemption price at maturity by more than ¼% multiplied by the product of the stated redemption price at maturity and the number of complete years to the first optional redemption date for such Note. Such maturity was sold to the public at an original issue premium in excess of the formula stated above. Therefore, in computing Yield on the Notes, such maturity was treated as redeemed at the stated redemption price on the optional redemption date (____________) that produces the lowest Yield for the Notes.]

**Section 3.13 Miscellaneous Arbitrage Matters.**

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

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

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

## ARTICLE IV

## TAX COMPLIANCE POLICIES AND PROCEDURES

**Section 4.01 General.**

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

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

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

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

(a) ***Record Keeping***. The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Notes in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in writing by Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Notes or (2) any obligation issued to refund the Notes. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the Issuer and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

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

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

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

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

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

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

(c) *Rebate Fund*. Money other than sale proceeds or Investment proceeds of the Notes on deposit in the Rebate Fund may be invested without Yield restriction.

(d) *Compliance Account*. Money other than sale proceeds or Investment proceeds of the Notes on deposit in the Compliance Account may be invested without Yield restriction.

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

**Section 4.04 Procedures for Establishing Fair Market Value of Investments.**

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

(b) *Established Securities Market*. Except for Investments purchased for a yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) A copy of the Guaranteed Investment Contract.

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

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

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

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

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

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

**Section 4.05 Certain Gross Proceeds Exempt from the Rebate Requirement.**

(a) ***General***. A portion of the Gross Proceeds of the Notes may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Notes and will not otherwise affect the application of the Investment limitations described in ***Section 4.03***. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in ***Section 4.06*** applies even if a portion of the Gross Proceeds of the Notes is exempt from the rebate requirement. To the extent all or a portion of the Notes is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in ***Section 4.06***. The Issuer may defer the final rebate Computation Date and the payment of rebate for the Notes to the extent permitted by Regulations §§ 1.148-7(b)(1) and 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) ***Applicable Spending Exceptions***.

(1) The Issuer expects that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the Issuer.

(2) The following optional rebate spending exceptions can apply to the Notes:

- 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).
- 18-month spending exception (Regulations § 1.148-7(d)).
- 2-year spending exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

(c) ***Special Elections Made with Respect to Spending Exception Elections***. No special elections are being made in connection with the application of the spending exceptions.

(d) ***Bona Fide Debt Service Fund.*** To the extent that the Debt Service Account qualifies as a Bona Fide Debt Service Fund, Investment earnings in the Debt Service Account cannot be taken into account in computing arbitrage rebate: (1) with respect to such portion that meets the 6-month, or (2) for a given Bond Year, if the gross earnings on the Debt Service Account for such Bond Year are less than $100,000. If the average annual debt service on the Notes does not exceed $2,500,000, the $100,000 earnings test may be treated as satisfied in every Bond Year.

(e) ***Documenting Application of Spending Exception***. At any time prior to the first Computation Date, the Issuer may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the Issuer must continue to comply with ***Section 4.06***.

(f) ***General Requirements for Spending Exception***. The following general requirements apply in determining whether a spending exception is met:

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Note is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The six-month spending exception generally is met if all Adjusted Gross Proceeds of the Notes are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial six-month period, so long as this amount is spent within one year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Notes are spent in accordance with the following schedule:

| **Time Period After the** | **Minimum Percentage of** |
| --- | --- |

| Issue Date | Adjusted Gross Proceeds Spent |
|---|---|
| 6 months | 15% |
| 12 months | 60% |
| 18 months (Final) | 100% |

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

| Time Period After the Issue Date | Minimum Percentage of Available Construction Proceeds Spent |
|---|---|
| 6 months | 10% |
| 12 months | 45% |
| 18 months | 75% |
| 24 months (Final) | 100% |

(5) For purposes of applying the 18-month and 2 year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the Issuer uses due diligence to complete the Financed Improvements and the failure does not exceed the lesser of 3% of the aggregate issue price the Notes or $250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2 year spending exceptions only, the Notes meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months (in the case of the 18-month exception) or 3 years (in the case of the 2 year spending test) after the Issue Date.

**Section 4.06 Computation and Payment of Arbitrage Rebate.**

(a) ***Rebate Fund***. The Issuer will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Certificate. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) ***Computation of Rebate Amount***. The Issuer will provide the Rebate Analyst Investment reports relating to each fund held by it that contains Gross Proceeds of the Notes together with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Issuer annually as of the end of each Bond Year and not later than 10 days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Notes, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Issuer together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the Issuer will, within 55 days after such Computation Date, pay the amount of the deficiency for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the Rebate Amount the Issuer will transfer such surplus in the Rebate Fund to the Debt Service Fund. After the final Computation Date or at any other time if the Rebate Analyst has advised the Issuer, any money left in the Rebate Fund will be paid to the Issuer and may be used for any purpose not prohibited by law.

(c) ***Rebate Payments***. Within 60 days after each Computation Date, the Issuer will pay to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

(d) ***Successor Rebate Analyst***. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the Issuer desires that a different firm act as the Rebate Analyst, then the Issuer by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Certificate, will name a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder.

(e) ***Filing Requirements***. The Issuer will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with advice from Bond Counsel.

(f) ***Survival after Defeasance***. Notwithstanding anything in the Note Resolution to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Notes.

## ARTICLE V

## MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

**Section 5.09 Electronic Transactions.** The transactions described herein may be conducted, and related documents may be sent, received, executed, and stored, by electronic means. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

**CITY OF ABILENE, KANSAS**

By: ____________________________________
Mayor

By: ____________________________________
Interim Finance Director

***EXHIBIT A***

IRS FORM 8038-G

(EVIDENCE OF FILING OF FORM 8038-G)

*EXHIBIT B*

**RECEIPT FOR PURCHASE PRICE**

**$10,960,000***
**CITY OF ABILENE, KANSAS**
**GENERAL OBLIGATION NOTES**
**SERIES 2025**
**DATED AUGUST 7, 2025**

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

| | |
|---|---|
| Principal Amount.................................. | $10,960,000*.00 |
| Plus Accrued Interest............................ | _________ |
| [Plus Premium ..................................... | ________] |
| [Less Underwriting Discount................ | -________] |
| ***Total Purchase Price.................*** | ***$_________*** |

DATED: August 7, 2025.

**CITY OF ABILENE, KANSAS**

By: ______________________________
Interim Finance Director

## *EXHIBIT C*

## RECEIPT AND REPRESENTATION

**$10,960,000***
**CITY OF ABILENE, KANSAS**
**GENERAL OBLIGATION NOTES**
**SERIES 2025**
**DATED AUGUST 7, 2025**

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

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

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

**3.** **Issue Price.**

*[GENERAL RULE:

(a) ***Public Offering***. The Purchaser has offered all the Notes to the Public in a *bona fide* initial offering to the Public at the offering prices set forth on ***Schedule 1*** attached to this Certificate (the "Initial Offering Prices"). Included in ***Schedule 1-A*** is a copy of the pricing wire or similar communication used to document the initial offering of the Notes to the Public at the Initial Offering Prices.

(b) ***Sale Prices***. As of the date of this Certificate, for each Maturity of the Notes, the price or prices at which the first 10% of such Maturity was sold to the Public is the respective price or prices listed in ***Schedule 1***. [All of the Notes comprising the first 10% of sales for each Maturity were sold at the same price.][***Schedule [1][2]-A*** contains documentation of the price, date, time and amount of individual sales that comprise 10% of each such Maturity.]

(c) ***Defined Terms***.

(i) The term "Maturity" means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

(ii) The term "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

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

***[HOLD-THE-OFFERING PRICE RULE:

(a) ***Public Offering***. On or before the sale date of the Notes (July 14, 2025) the Purchaser offered all the Notes to the Public in a *bona fide* initial offering at the prices set forth on ***Schedule 1*** attached to this Certificate (the "Initial Offering Prices"). Included in ***Schedule 1-A*** is a copy of the pricing wire or similar communication used by the Purchaser in connection with the initial offering of the Notes to the public at the Initial Offering Prices.

(b) ***Hold-the-Offering Prices***. For each Maturity listed on ***Schedule 1*** the Purchaser has agreed in writing (in the Notice of Sale and bid award) that (i) it would neither offer nor sell any of the Notes of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"), and (ii) any selling group agreement contains the agreement of each dealer who is a member of the selling group, and any retail distribution agreement contains the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-the-Offering-Price Rule. Pursuant to such agreement, the Purchaser has not offered or sold any Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

(c) ***Defined Terms***.

(i) The term "Holding Period" means the period starting on the sale date of the Notes and ending on the earlier of (A) the close of the fifth business day after such sale date (_____________), or (B) the date on which the Original Purchaser has sold at least 10% of such maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(ii) The term "Maturity" means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

(iii) The term "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

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

****[ QUALIFYING COMPETITIVE SALE:

(a) ***Public Offering***. The Purchaser offered all of the Notes to the Public in a *bona fide* initial offering.

(b) ***Expected Initial Offering Prices***. As of the sale date of the Notes (July 14, 2025), the reasonably expected initial offering prices of the Notes to the Public by the Purchaser are the prices listed in ***Schedule 1*** attached to this Certificate (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities used by the Purchaser in formulating its bid to purchase the Notes.

(c) ***Defined Terms***.

(i) The term "Maturity" means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

(ii) The term "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

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

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

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Dated: August 7, 2025.

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

By: ______________________________
Title: ____________________________

## *SCHEDULE I*

## [INITIAL OFFERING PRICES][EXPECTED OFFERING PRICES]

| Stated Maturity <u>March 1</u> | Principal <u>Amount</u> | Annual Rate <u>of Interest</u> | Initial Offering <u>Price</u> |
|---|---|---|---|
| 2029 | $ | % | % |

***[INSERT OTHER SCHEDULES IF NEEDED]***

## *EXHIBIT C-1*

## CERTIFICATE OF FINANCIAL ADVISOR

**$10,960,000***
**CITY OF ABILENE, KANSAS**
**GENERAL OBLIGATION NOTES**
**SERIES 2025**
**DATED AUGUST 7, 2025**

The undersigned, on behalf of Piper Sandler & Co., Leawood, Kansas (the "Financial Advisor"), as financial advisor to the City of Abilene, Kansas (the "Issuer") in connection with the issuance of the above-described notes (the "Notes"), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Notes in a competitive bidding process in which bids were requested for the purchase of the Notes at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Notes:

**1.** The Notes were offered for sale at specified written terms more particularly described in the Notice of Note Sale, which was distributed to potential bidders, a copy of which is included in Tab [_] of the Transcript of Proceedings related to the Notes.

**2.** The Notice of Note Sale was disseminated electronically and information regarding the sale of the Notes was provided to PARITY® prior to the sale date. The method of distribution of the Notice of Note Sale is regularly used for purposes of disseminating notices of sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

**3.** To the knowledge of the Financial Advisor, all bidders were offered an equal opportunity to bid to purchase the Notes, and the bidding process did not afford any opportunity for bidders to review other bids before providing a bid (that is, no "last-look").

**4.** The Issuer received bids from at least three bidders who represented that each has an established industry reputation for underwriting new issuances of municipal bonds. Based upon the Financial Advisor's knowledge and experience in acting as the financial advisor for other municipal issues, the Financial Advisor believes those representations to be accurate. Copies of the bids received are included in Tab [__] of the Transcript of Proceedings related to the Notes.

**5.** The winning bidder was [Purchaser], [Purchaser City, State] (the "Purchaser"), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Note Sale, as shown in the bid comparison included in Tab [__] of the Transcript of Proceedings related to the Notes. The Issuer awarded the Notes to the Purchaser.

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

Dated: August 7, 2025.

**PIPER SANDLER & CO.**

By: ______________________________
Title: ______________________________

*EXHIBIT D*

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

**$10,960,000***
**CITY OF ABILENE, KANSAS**
**GENERAL OBLIGATION NOTES**
**SERIES 2025**
**DATED AUGUST 7, 2025**

| **Description** | **Estimated Date Placed in Service** | **Estimated Useful Life** | **Estimated Total Cost** |
|---|---|---|---|
| KDOT CCLIP 2025-2026 (Buckeye Ave. surface preservation) | [month/year] | 20 years | $ 1,900,000 |
| 14th Street Industrial Park (Street, Sewer, Water, Storm Drain) | [month/year] | 20 years | 3,250,000 |
| Recreation Improvements (Ball Fields) | [month/year] | 20 years | 4,000,000 |
| ***Total*** | | | ***$9,150,000*** |

| | | | |
|---|---|---|---|
| ***Estimated Amount Financed from Notes*** | | | ***$9,150,000*** |
| ***Estimated Amount Financed from Other Sources*** | | | ***$ 0*** |

***[List of Expenditures to be Reimbursed from Note Proceeds]**

| Date Expenditure Paid | Amount Paid | Vendor Paid | Purpose |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

***EXHIBIT E***

**FORM OF ANNUAL COMPLIANCE CHECKLIST**

**$10,960,000***
**CITY OF ABILENE, KANSAS**
**GENERAL OBLIGATION NOTES**
**SERIES 2025**
**DATED AUGUST 7, 2025**

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

***Bond Compliance Officer Name***: [_____________]
***Bond Compliance Officer Signature***: [_____________]
***Date of Report***: [_____________]
***Annual Period Covered by Report***: [_____________]

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

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

| Item | Question | Response |
|---|---|---|
| **3 Management or Service Agreements** | During the Annual Period, has the management of all or any part of the operations of the Financed Improvements (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity? | ☐ Yes ☐ No |
| | If answer above was "Yes," was advice of Bond Counsel obtained prior to entering into the Management Agreement?<br><br>If Yes, include a description of the advice in the Tax-Exempt Bond File.<br>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File. | ☐ Yes ☐ No |
| **4 Other Use** | Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Improvements? | ☐ Yes ☐ No |
| | If answer above was "Yes," was advice from Bond Counsel obtained prior to entering into the agreement?<br><br>If Yes, include a description of the advice in the Tax-Exempt Bond File.<br>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File. | ☐ Yes ☐ No |
| **5 Proceeds & Investments** | Have any Gross Proceeds of the Notes been invested in a Guaranteed Investment Contract? | ☐ Yes ☐ No |
| | Has the Issuer entered into an Interest Rate Swap Agreement with respect to the Notes? | ☐ Yes ☐ No |
| | Has any sinking or reserve fund for the payment of the Notes been established (other than funds and accounts created in the Note Resolution)? | ☐ Yes ☐ No |
| | Have any of the Notes been redeemed or refunded in advance of their scheduled maturities? | ☐ Yes ☐ No |
| | If answer to any of the above questions was "Yes," notify Bond Counsel with such information and place a copy of documentation in the Tax-Exempt Bond File. | |
| **6 Arbitrage & Rebate** | Have all rebate and yield reduction calculations mandated in the Federal Tax Certificate been prepared for the current year? | ☐ Yes ☐ No |
| | If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File. | |

**Bond Counsel**: **Gilmore & Bell, P.C.**
100 N. Main, Suite 800
Wichita, Kansas 67202
Phone: (316) 267-2091
Attn: Dominic Eck
Email: deck@gilmorebell.com

*SCHEDULE 1*

**DEBT SERVICE SCHEDULE AND PROOF OF YIELD**

ABILENE
KANSAS

## City Commission

**Brandon Rein**
*Mayor*

**Wendy Miller**
*Vice-Mayor*

**John Kollhoff**
*Commissioner*

**Trevor Witt**
*Commissioner*

**Amy Meysenburg**
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## CITY STAFF

**Jon Quinday**
*Interim City Manager*

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**Kellee Timbrook**
*Recreation Director*

**Julie Roller Weeks**
*CVB Director*

**Jason Wilkins**
*Interim Chief of Police*

**Kale Strunk**
*Fire Chief*

**Brad Anderson**
*Public Works Director*

**City Commission Meeting Date:** Monday, July 14, 2025

**Session:** Regular Meeting

**Topic:** Resolution 071425-2, Notifying County Clerk of Intent to Exceed RNR for 2026

**Department:** Administration

**Staff Contact:** Interim City Manager/Interim Finance Director

**Background:**

SB 13 requires taxing entities to hold a separate public hearing if they intend to exceed the Revenue Neutral Rate (RNR) for the next budget year. The RNR is determined by the June 15th city valuation and 2025 mill levy. Part of that requirement is to notify their County Clerk no later than July 20th with the date/time/location of the hearing and the amount of the mill levy the city is proposing.

The League has also recommended that the governing body pass a resolution as notification to the County Clerk of our intent to exceed the RNR (43.515).

The resolution of notice still allows the city to levy less than the published amount. We cannot exceed the published amount.

Abilene's mill levy for 2025 45.648, our proposed mill levy for 2026 is 47.556.

The below table shows examples of property tax increases based on an increase to 47.556 mills:

| Assessed Value** | Type of Property | Increase per Year | Increase Per Month |
|---|---|---|---|
| $50,000 | RESIDENTIAL | $10.97 | $0.91 |
| $139,000 (MEDIAN) | RESIDENTIAL | $30.50 | $2.54 |
| $200,000 | RESIDENTIAL | $43.88 | $3.66 |
| $75,520 | COMMERCIAL | $36.02 | $3.00 |
| $173,990 | COMMERCIAL | $82.99 | $6.92 |
| $313,400 | COMMERCIAL | $149.49 | $12.46 |

**The assessed value is an estimate provided by the county clerk, final valuations are not certified until November.

**Recommendation:**

Approve Resolution 071425-2, A RESOLUTION OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE FOR PURPOSES OF THE CITY OF ABILENE, KANSAS 2026 BUDGET, AND DIRECTING THE CITY MANAGER TO NOTIFY THE COUNTY CLERK OF SUCH INTENT

**RESOLUTION NO. 071425-2**

**A RESOLUTION OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE FOR PURPOSES OF THE CITY OF ABILENE, KANSAS 2026 BUDGET, AND DIRECTING THE CITY MANAGER TO NOTIFY THE COUNTY CLERK OF SUCH INTENT.**

**WHEREAS**, pursuant to Kansas municipal budget laws applicable to the City of Abilene, Kansas, the Governing Body may not levy a tax rate in excess of the revenue neutral rate calculated by the county clerk, unless the Governing Body complies with certain statutory procedures, commencing with notification to the county clerk, on or before July 20, of is proposed intent to exceed the revenue neutral rate and specifying the proposed date, time, and location of the public hearing and the proposed tax rate; and

**WHEREAS,** the Governing Body wishes to notify the county clerk of its intent to levy a tax rate in excess of the revenue neutral rate, for the 2026 budget year.

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

**SECTION 1**. The Governing Body hereby determines that it intends to levy a tax rate in excess of the revenue neutral rate for purposes of the 2026 budget. The public hearing will be held on Monday, September 8, 2025, at 4:00 p.m., in the City Commission meeting room located in the Abilene Public Library, 209 NW Fourth Street, Abilene, Kansas. The proposed tax rate is 47.556 mills.

**SECTION 2.** The Governing Body hereby directs and authorizes the City Manager to cause this resolution to be delivered to the county clerk, and to cause notice of the September 8, 2025, hearing to be published as required by law.

**PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS, ON THIS 14th DAY OF JULY 2025.**

**CITY OF ABILENE, KANSAS**

By:__________________________________
Brandon Rein, Mayor

**ATTEST**:

__________________________________
Shayla L. Mohr, CMC, City Clerk

**CITY OF ABILENE**
**CITY TREASURER'S QUARTERLY REPORT**

The statement below shows the standing of the various funds of the City of Abilene, Kansas for the Quarter Ending June 30, 2025.

| | | 2nd Quarter Beginning Balance | 2nd Quarter Revenue | 2nd Quarter Expense | 2nd Quarter Ending Balance |
|---|---|---|---|---|---|
| General | 1 | $ 1,705,952 | $ 1,565,750 | $ 1,485,483 | $ 1,786,220 |
| Water | 2 | $ 341,935 | $ 476,968 | $ 594,816 | $ 224,087 |
| Recycle | 3 | $ 85,936 | $ 35,794 | $ 31,287 | $ 90,443 |
| Sewer | 4 | $ (63,107) | $ 431,136 | $ 357,523 | $ 10,506 |
| Airport | 5 | $ 37,966 | $ 107,565 | $ 62,155 | $ 83,376 |
| Bond & Interest | 6 | $ 184,471 | $ 153,332 | $ - | $ 337,803 |
| Fire Apparatus | 7 | $ 13,048 | $ 41,741 | $ - | $ 54,789 |
| Special Parks & Rec | 8 | $ 75,704 | $ 3,386 | $ - | $ 79,090 |
| Special Alcohol & Drug | 9 | $ 3,076 | $ 3,386 | $ - | $ 6,462 |
| Medical Expense Reimbursement Account | 10 | $ 92,115 | $ 288,493 | $ 262,533 | $ 118,074 |
| Library | 11 | $ 59 | $ 205,023 | $ 205,023 | $ 59 |
| Tourism & Convention | 13 | $ 85,972 | $ 21,520 | $ 78,526 | $ 28,966 |
| Special Street | 14 | $ 132,256 | $ 44,996 | $ 17,601 | $ 159,651 |
| Recreation Commission | 15 | $ 597,691 | $ 233,492 | $ 204,455 | $ 626,728 |
| Capital Improvement | 18 | $ 55,883 | $ 58 | $ - | $ 55,941 |
| Equipment Reserve | 20 | $ 278,907 | $ 2,150 | $ 119,443 | $ 161,615 |
| Friends of the Park | 24 | $ 3,811 | $ 3,269 | $ 3,359 | $ 3,721 |
| Storm Water | 27 | $ 620,955 | $ 18,164 | $ 5,680 | $ 633,439 |
| Water Equipment Reserve | 28 | $ 29,594 | $ 2,027 | $ - | $ 31,621 |
| Sewer Equipment Reserve | 29 | $ 202,190 | $ - | $ 36,766 | $ 165,424 |
| Special Law Enforcement Trust Fund | 34 | $ 6,651 | $ - | $ - | $ 6,651 |
| Special Revenue - Lib-Pool Renov | 36 | $ 16,419 | $ - | $ - | $ 16,419 |
| Special Revenue - Streets | 37 | $ 317,170 | $ 112,212 | $ 174,092 | $ 255,290 |
| Special Revenue - CID Tax | 38 | $ 56,572 | $ 69,757 | $ 66,293 | $ 60,036 |
| KS Fights Addiction Fund | 44 | $ 10,367 | $ 2,267 | $ 10,000 | $ 2,634 |
| American Rescue Plan Act Fund | 45 | $ 0 | $ - | $ - | $ 0 |
| Land Bank Fund | 46 | $ 54,920 | $ - | $ 2,500 | $ 52,420 |
| Sister City Scholarship Fund | 47 | $ 12,129 | $ - | $ 28,095 | $ (15,966) |
| Tree Board Program Fund | 48 | $ - | $ - | $ - | $ - |
| Municipal Court Bonds | 50 | $ 10,612 | $ 4,660 | $ 5,355 | $ 9,917 |
| **Total** | | $ 4,969,255 | $ 3,827,146 | $ 3,750,985 | $ 5,045,416 |

| **INDEBTEDNESS** | |
|---|---|
| Wastewater Treatment Plant Bond | $ 2,000,000 |
| 2015 Dawson Cottage Addition | $ 25,000 |
| 2017 Highlands/Cedar Ridge/East Ridge/Dawson | $ 2,825,000 |
| 2017 PBC Hospital Bonds | $ 13,920,000 |
| 2019 8th Street/WTP/Sewer Bond | $ 2,375,000 |
| **Total Indebtedness** | **$ 21,145,000** |

I hereby certify the above to be a true and correct copy of the City Treasurer's Financial Statement ending June 30, 2025.

Kelsey Briand

Kelsey Briand, Interim Finance Director
City of Abilene, Kansas

CITY OF ABILENE
QUARTERLY INVESTMENT UPDATE
As of 6/30/2025

| Certificates of Deposit | | YTD Interest | Current Balance |
|---|---|---|---|
| CD #2 | 4.85% | $ - | $ 210,406.92 |
| CD #3 | 4.85% | $ - | $ 463,988.24 |
| CD #5 | 4.25% | $ - | $ 868,036.29 |
| CD #6 | 5.15% | $ - | $ 319,227.79 |
| CD #8 | 4.41% | $ 19,298.12 | $ 556,752.06 |
| CD #9 | 5.04% | $ 7,610.65 | $ 219,567.89 |
| CD #10 | 0.00% | $ - | $ - |
| CD #11 | 3.50% | $ 7,063.55 | $ 410,045.88 |
| CD #12 | 4.26% | $ - | $ 551,171.26 |
| YTD CD Total | | $ 33,972.32 | $ 3,599,196.33 |
| Money Market 0.02% | | $ - | $ 23,205.72 |
| | Total Investments Balance | | $ 3,622,402.05 |

CD #10 matured and was closed 061025, funds transferred to CD #12

ABILENE CITY COMMISSION – STUDY SESSION AGENDA

ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET

July 14, 2025 – following the adjournment of the regular meeting

## VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT www.abilenecityhall.com/watchlive

**1**. Call to Order – June 14, 2025, City Commission Study Session

**2.** July 14, 2025, City Commission Study Session Agenda

a. Request for SE 4th Street paving – Emily Miller, Eisenhower Foundation

b. WWTP waterline replacement bids – Public Works Director Anderson

c. 14th Street Drainage/Detention Discussion – Jared Loomis, Olsson

d. CCLIP Engineering Services-SW 6th to City limits – Mark Bachamp, Olsson

**3**. Consider a motion to adjourn the July 14, 2025, City Commission Meeting.

Future Meeting Reminders

*City Commission Regular Meeting, July 28, 2025, at 4 pm.
*City Commission Study Session, July 28, 2025 - following the adjournment of the regular meeting, will not start before 4:30 pm.
*City Commission Regular Meeting, August 11, 2025, at 4 pm.
*City Commission Study Session, August 11, 2025 – following the adjournment of the regular meeting, will not start before 4:30 pm.

ABILENE
KANSAS

## City Commission

**Brandon Rein**
*Mayor*

**Wendy Miller**
*Vice-Mayor*

**John Kollhoff**
*Commissioner*

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*CVB Director*

**Jason Wilkins**
*Interim Chief of Police*

**Kale Strunk**
*Fire Chief*

**Brad Anderson**
*Public Works Director*

**City Commission Meeting Date:** Monday, July 14, 2025

**Session:** Study Session

**Topic:** Abilene Wastewater Treatment Plant Water Service Improvement

**Department:** Public Works

**Staff Contact:** Brad Anderson, Public Works Director

**Background:**

Due to several water line breaks within the facility grounds at the Wastewater Treatment Plant, it is necessary to replace all internal lines with new service lines.

The bid opening for the Abilene Wastewater Treatment Plant Water Service Replacement took place at 10:00 am on Wednesday, July 2, 2025.

Bids were received from three contractors:

- J & K Contracting LC, Junction City - $39,805
- Ditch Diggers, Salina - $74,200
- Denny's Plumbing, Abilene - $37,452.23

**Recommendation:**

Award the contract to the lowest bidder, Denny's Plumbing for $37,452.23.

**Fiscal Note:**

Even though this waterline project is for the Wastewater Treatment Plant, it will be taken out of Water Distribution.

**Funding Source:**

Water Distribution Fund - Water Line Maintenance - 002-022-520661

**TOTAL Bid Amount $** $39,805.00

Signed this 2nd day of July, 2025.

By Shannon Locke
(Individual's Name)

doing business as J & K Contracting LC

Business Address: P.O. Box 306, 801 W. 6th, Suite B, Junction City, KS. 66441

Phone No.: 785-238-3298

**TOTAL Bid Amount $** 74,200.00

Signed this 2nd day of July, 2025.

By Daniel R. Hess, office manager
(Individual's Name)

doing business as Ditch Diggers, Inc.

Business Address: 640 Pheasant Circle, Salina KS 67401

Phone No.: 785-823-5881

1618 NW 4th
Abilene, KS 67410
785-263-2661
office@dennysplumbing.com

(785) 263-2661
DENNY'S PLUMBING

July 1, 2025

City of Abilene - customer
419 N Broadway
Abilene, KS  67410

Waste Water Plant Water Line Upgrades

Per your request, I have put together pricing for the following project.

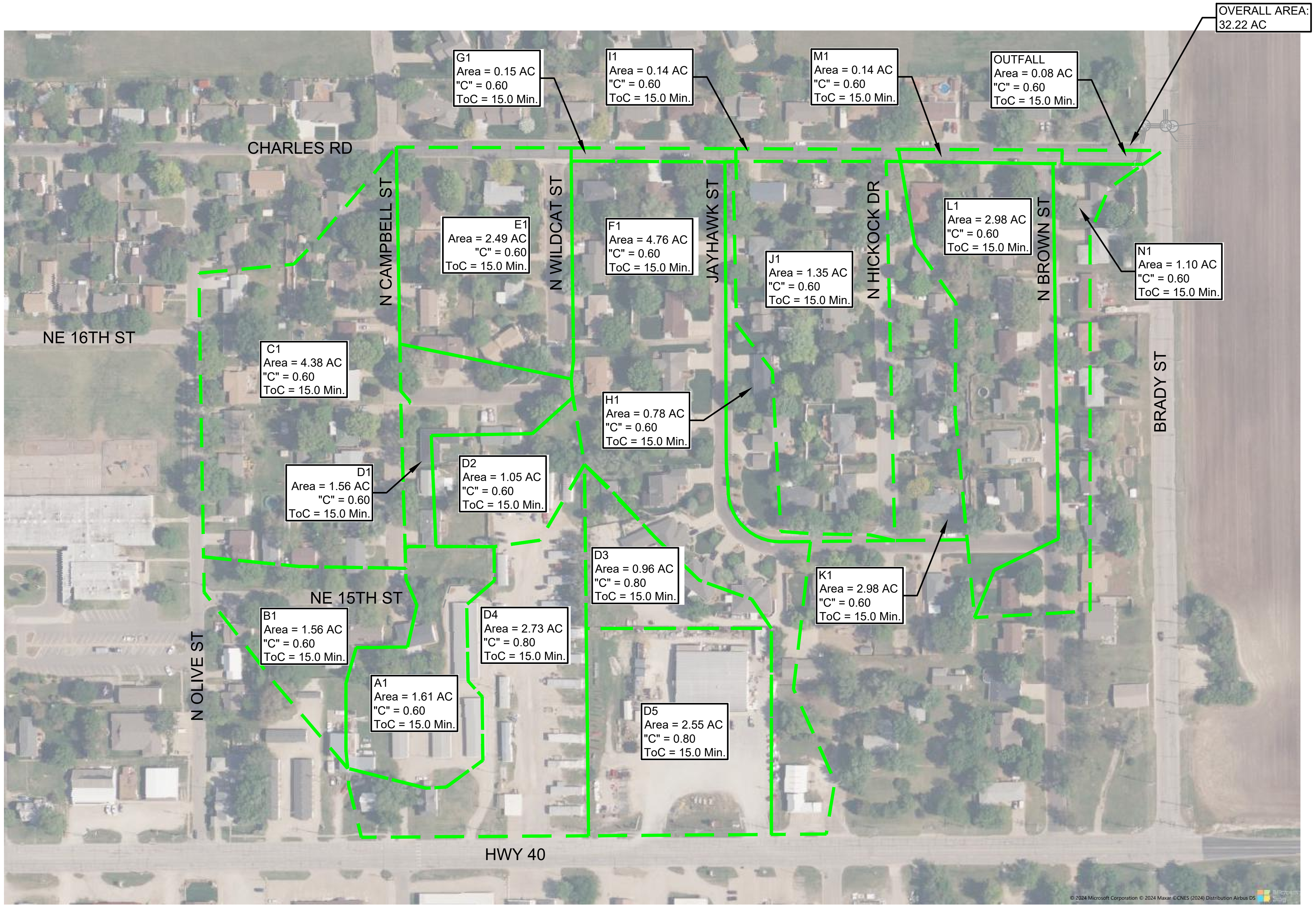
- Excavate roughly 900' of 2" cts poly and 300' of 3/4 cts poly
- Install customer provided 2" meter in 36" pit
- Install 2- 2" curb stop valves in a 36" pit
- Tie water back in at 3 building and water pit
- Cut and remove and pour back concrete by south building
- Tracer wire from start to tie in points
- Pack Joint connections
- Boyds Excavation will remove tree, remove old valves and all excavation

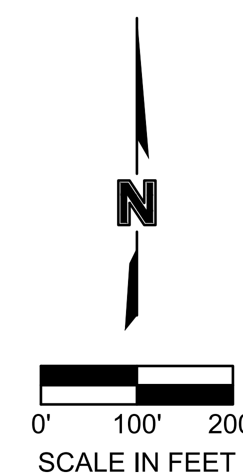
For this we quote $37,452.23

Minimum of one half down is required before start of project.

Accepted by:______________________________

Respectfully,
Nathan Wuthnow

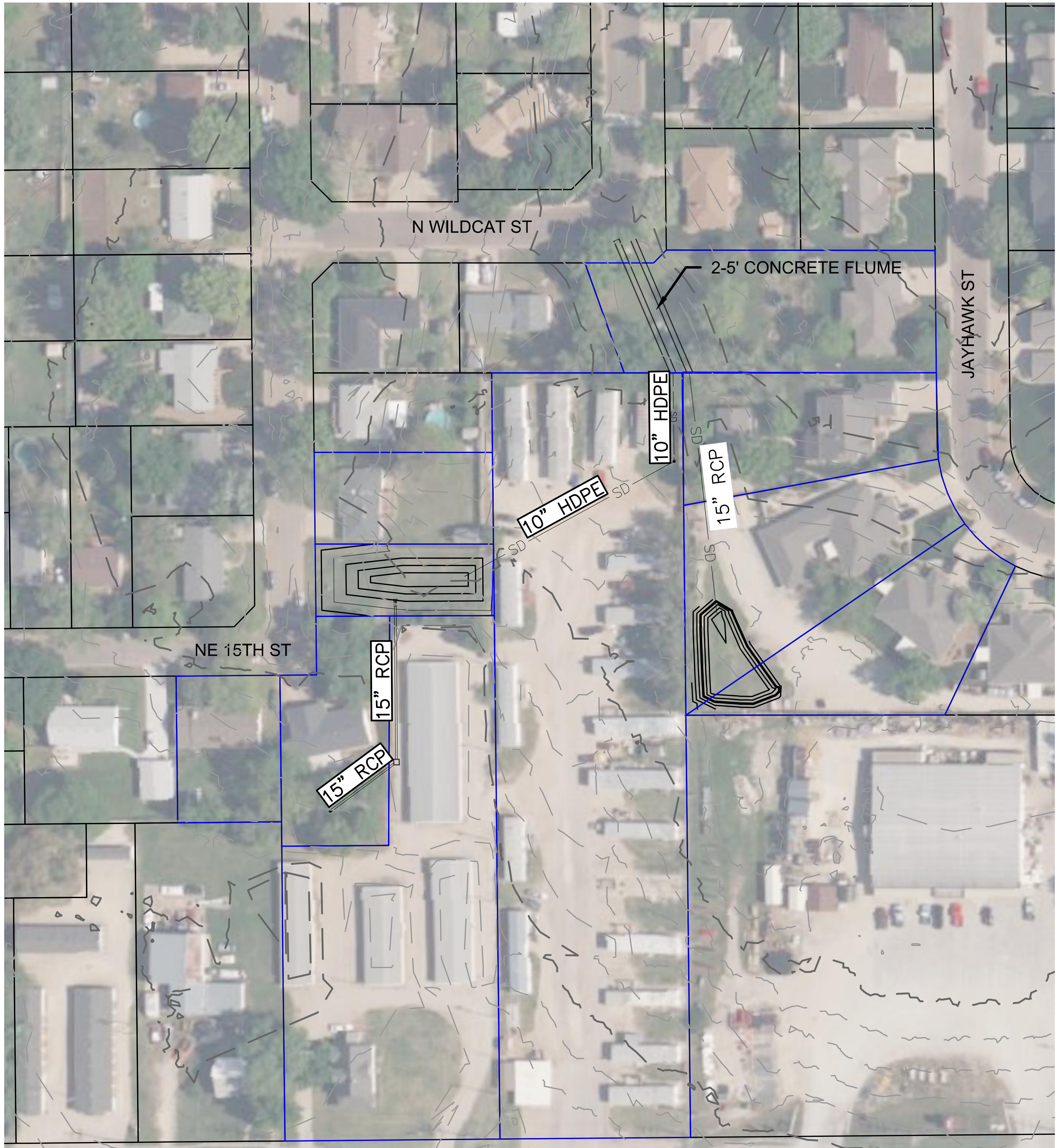



# EXHIBIT 1: DRAINAGE AREA MAP

olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502
TEL 785.539.6900
www.olsson.com




PROPOSED DETENTION BASINS
Scale: 1"=100'


OVERALL PROJECT SITE
Scale: 1"=200'

N

LEGEND

PROPERTY REQUIRING EASEMENT

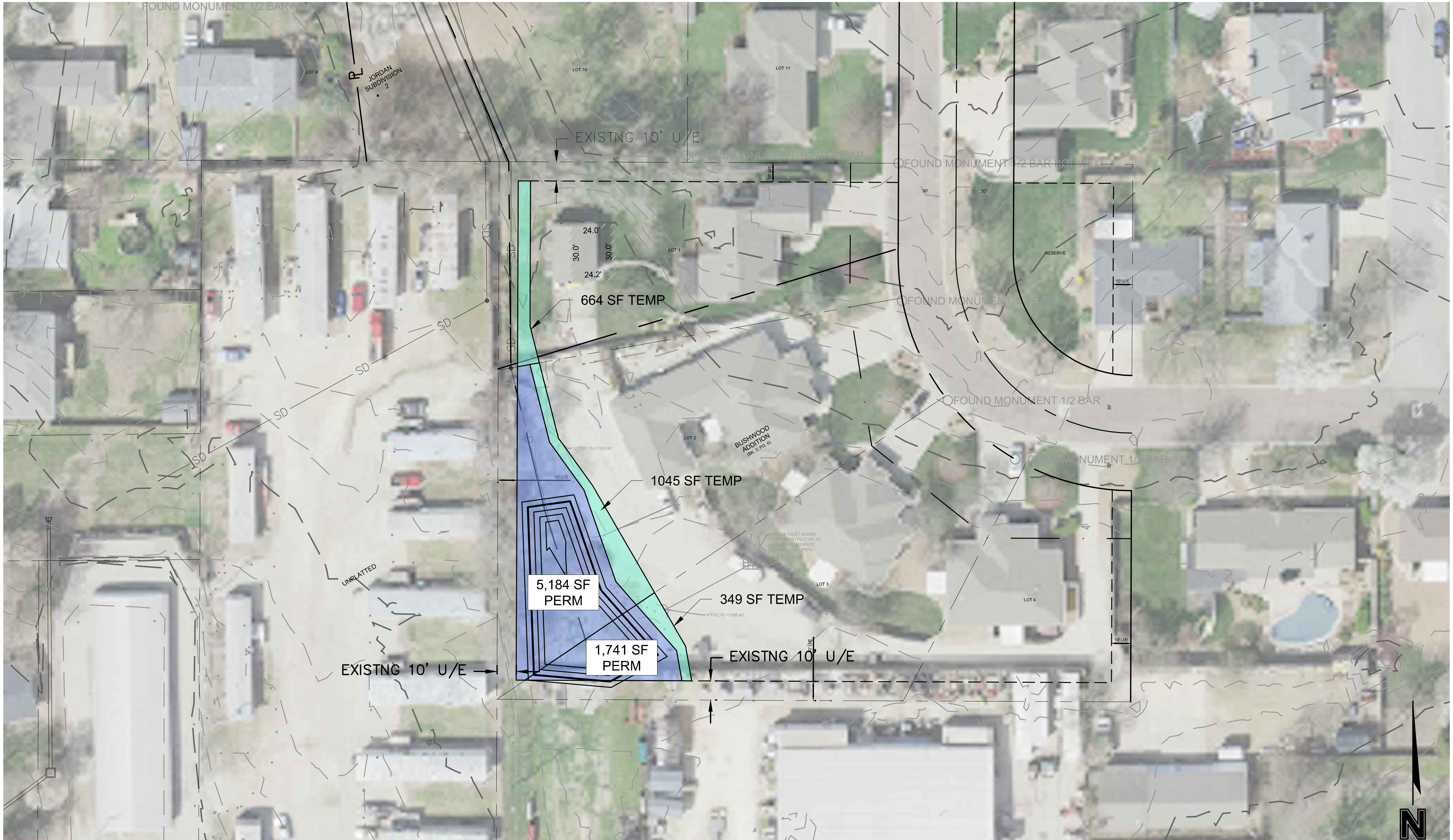
# EXHIBIT 4: PROPOSED OPTION 3


olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502
TEL 785.539.6900
www.olsson.com



DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map 02.03.25 – Storm C Grading.dwg
DATE: 2/26/20 USER: jloomis




EAST POND - PROPERTY ACQUISITION

LEGEND

PERMANENT DRAINAGE EASEMENT NEEDED

TEMPORARY EASEMENT NEEDED

0' 25' 50' 100'

SCALE IN FEET

olsson

302 S. 4th Street, Suite 110
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DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map 02.03.25 - Storm C Grading.dwg
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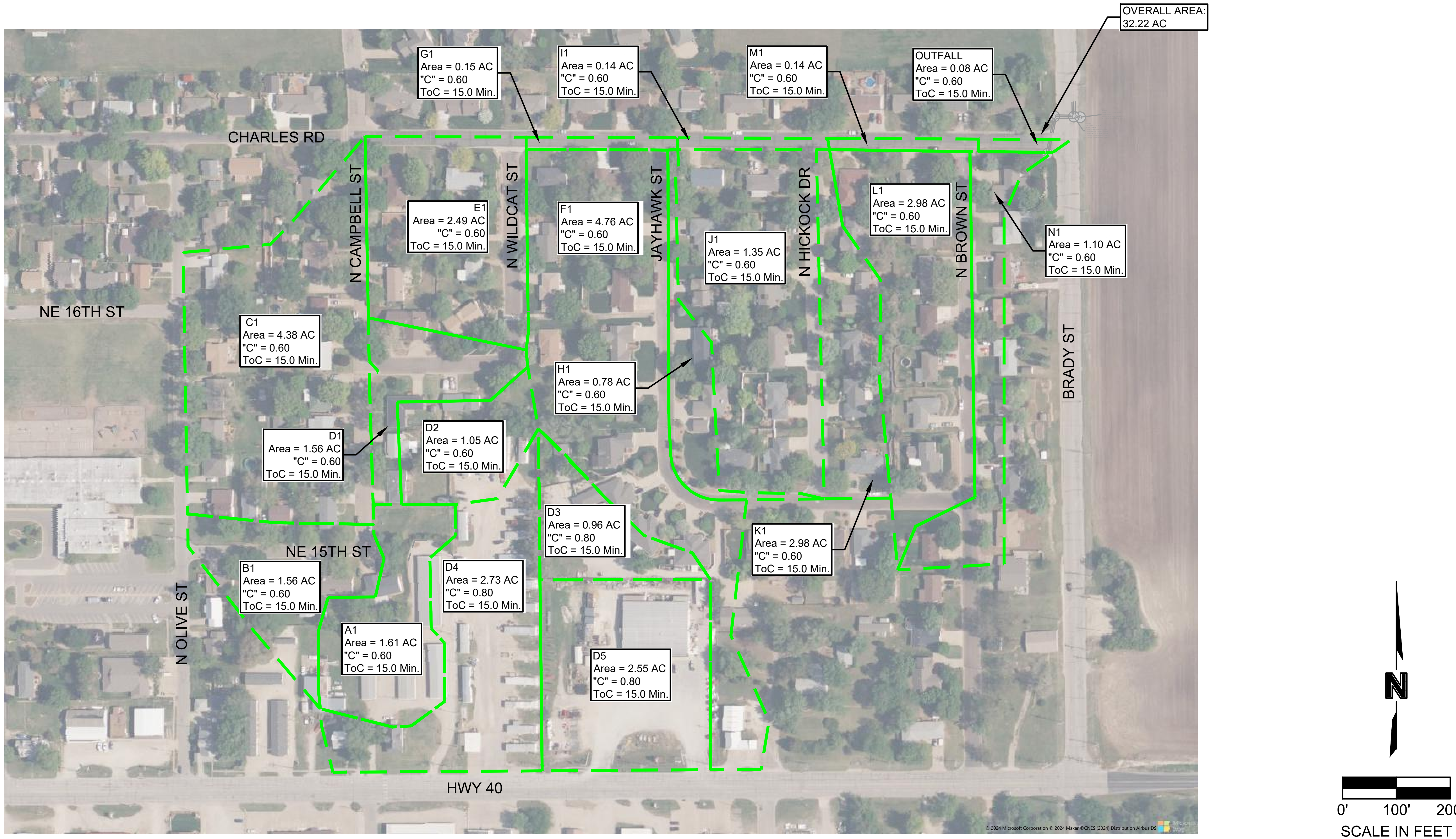


# EXHIBIT 1: DRAINAGE AREA MAP

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DATE: 2/26/20
USER: cham


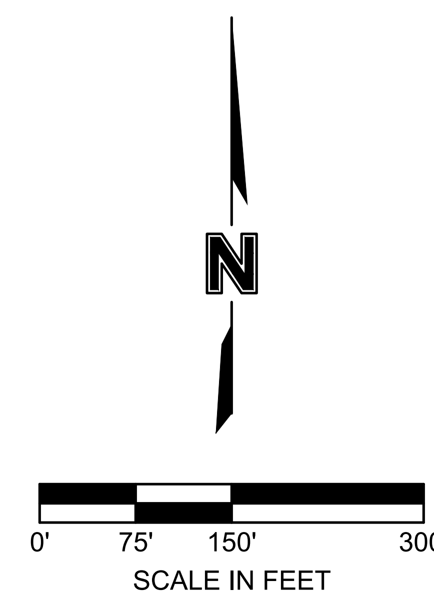


EXHIBIT 2: PROPOSED OPTION 1


olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502
TEL 785.539.6900
www.olsson.com



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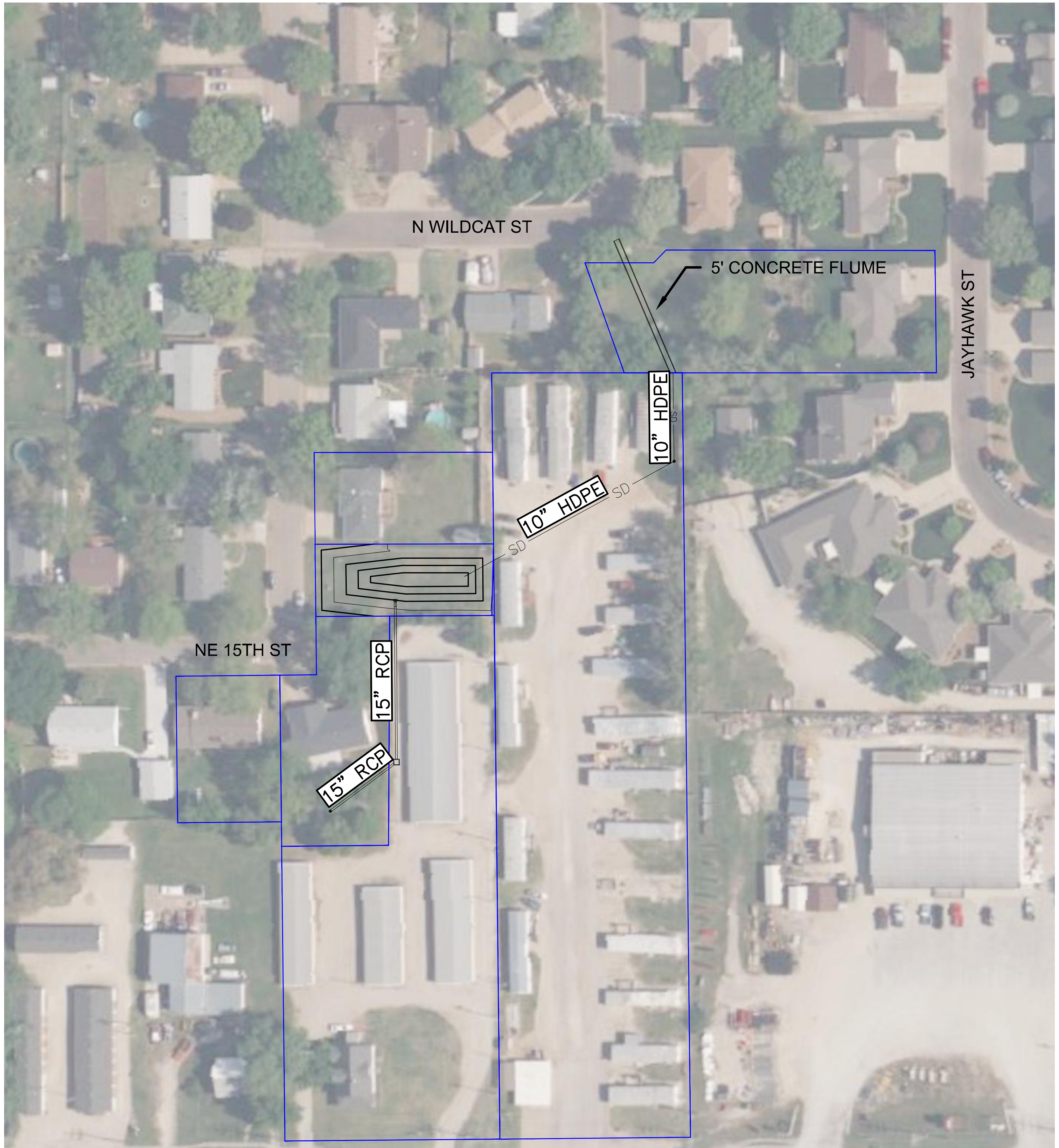
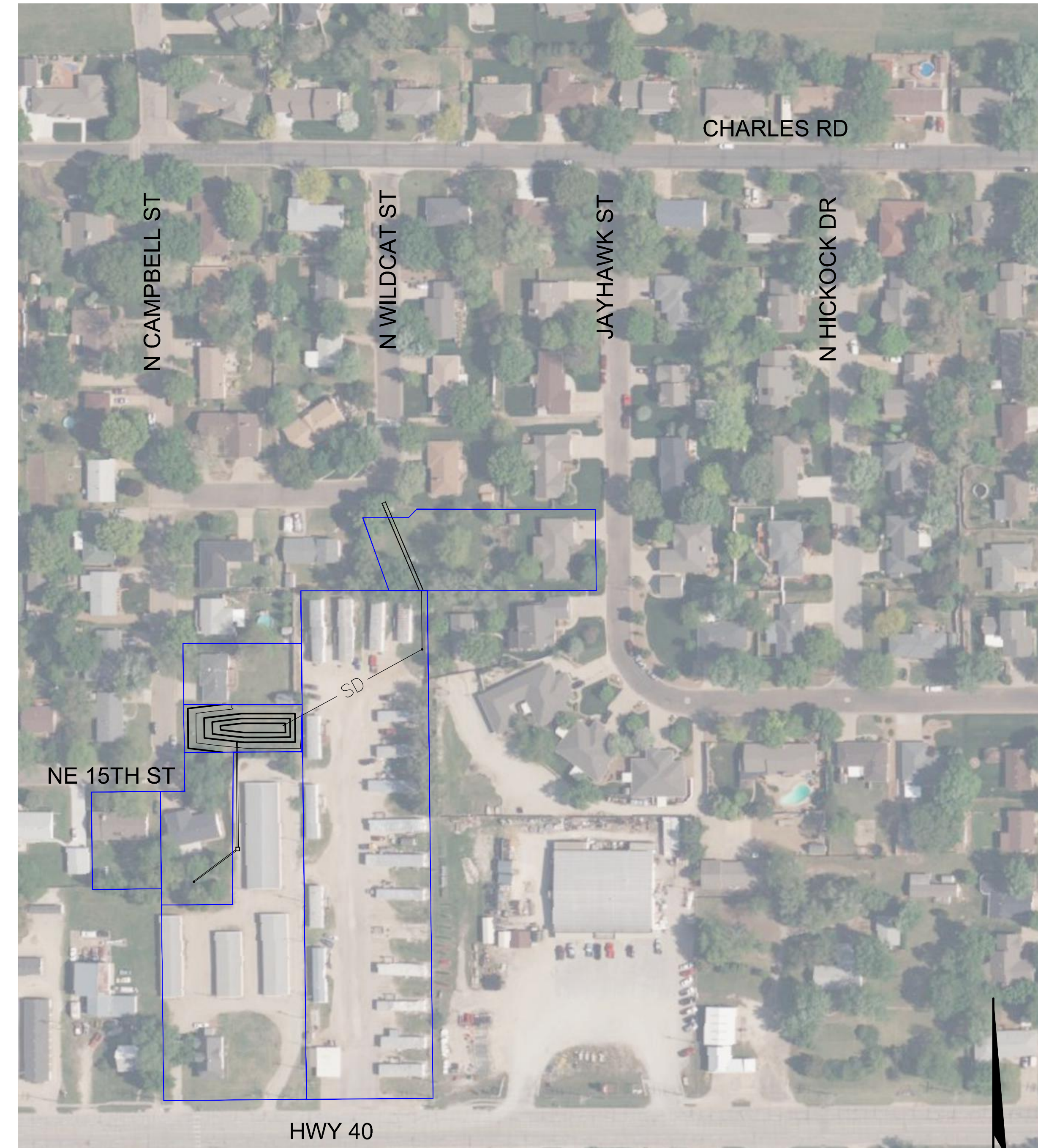



PROPOSED DETENTION BASIN
Scale: 1"=100'




OVERALL PROJECT SITE
Scale: 1"=200'

N

LEGEND

PROPERTY REQUIRING EASEMENT

# EXHIBIT 3: PROPOSED OPTION 2

olsson
302 S. 4th Street, Suite 110
Manhattan, Kansas 66502
TEL 785.539.6900
www.olsson.com

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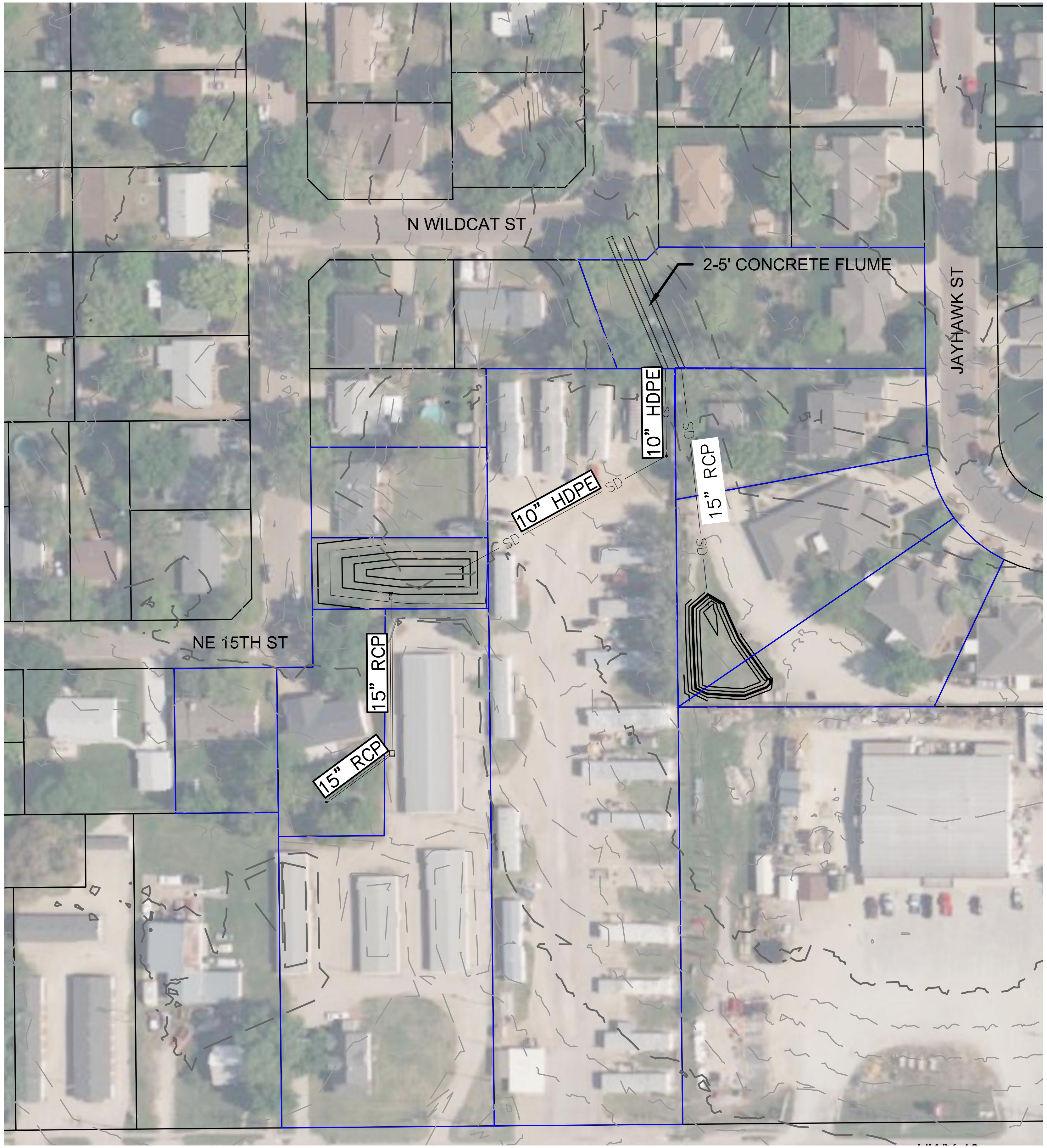
DATE: 2/26/20 USER: jloomis




PROPOSED DETENTION BASINS
Scale: 1"=100'


OVERALL PROJECT SITE
Scale: 1"=200'

N

LEGEND

PROPERTY REQUIRING EASEMENT

# EXHIBIT 4: PROPOSED OPTION 3


olsson

302 S. 4th Street, Suite 110
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TEL 785.539.6900
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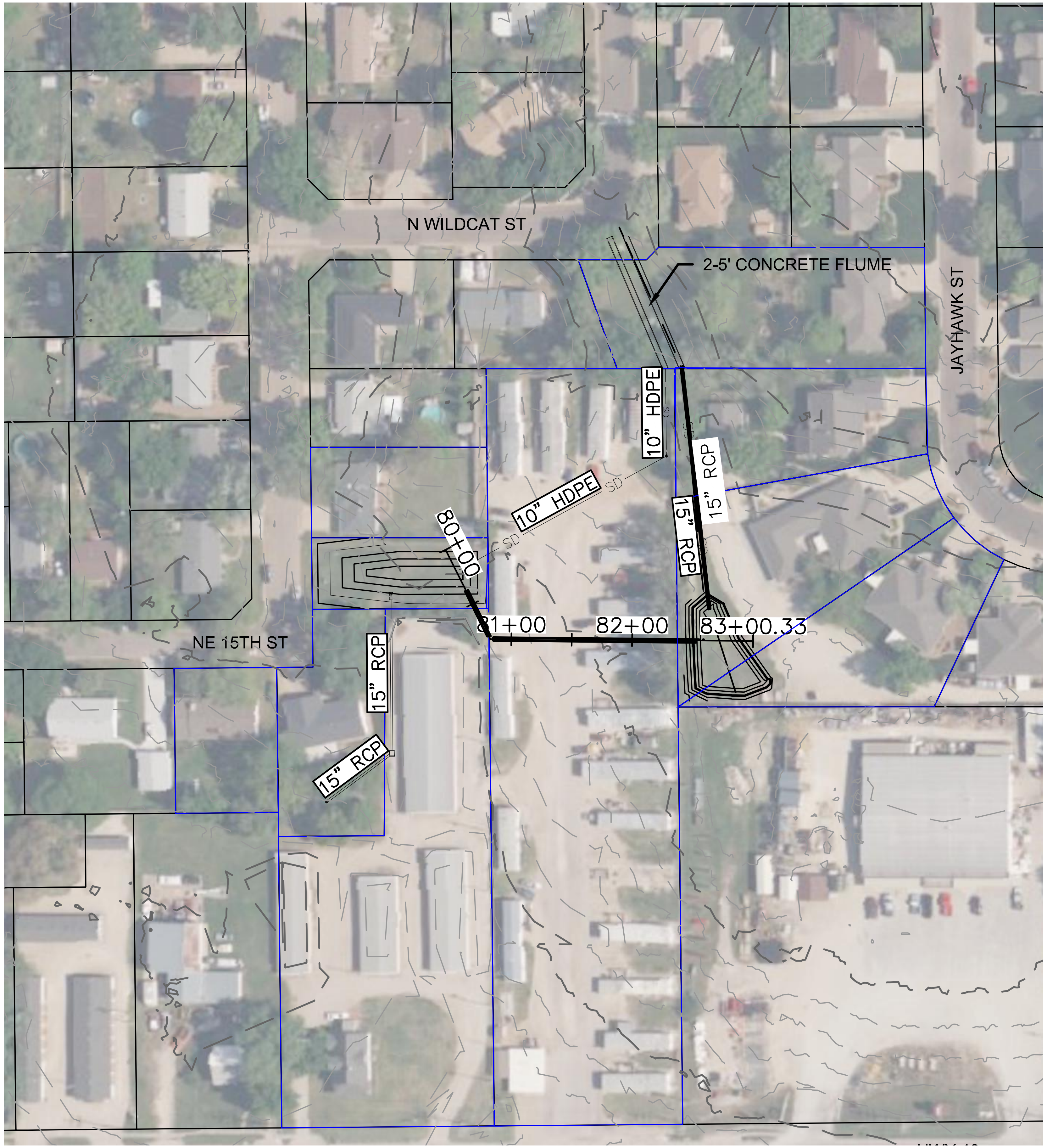
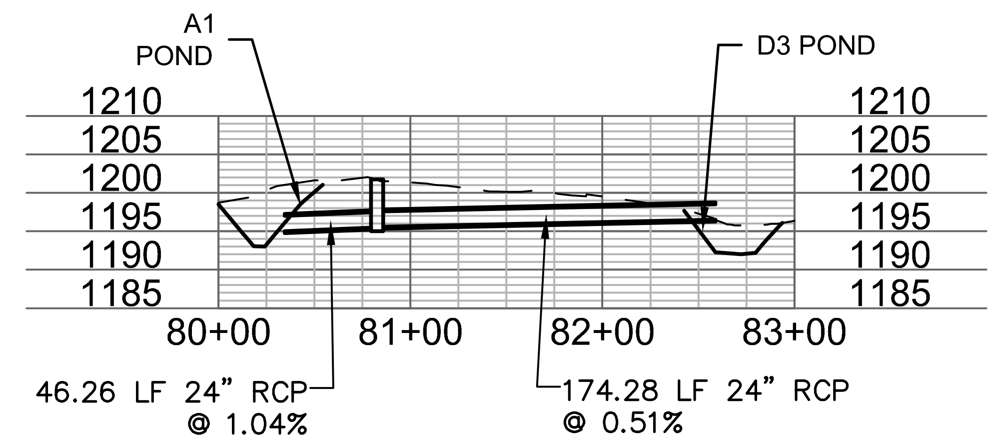
DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map 02.03.25 – Storm C Grading.dwg
DATE: 2/26/20 USER: jloomis




SHIFTING DRAINAGE BASINS
Scale: 1"=100'




LEGEND

PROPERTY REQUIRING EASEMENT

N

# EXHIBIT 5: SHIFTING DRAINGE OPTION


olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502
TEL 785.539.6900
www.olsson.com


DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map 02.03.25 - Storm C Grading.dwg
DATE: 2/26/20 USER: jloomis

# NE 15TH STREET DRAINAGE STUDY

**Prepared for:**

City of Abilene

Submittal Date: November 2024

Olsson Project No. 022-00584-M

olsson

# TABLE OF CONTENTS



# LIST OF TABLES & FIGURES



# APPENDICES

# 1. GENERAL INFORMATION

This drainage study is being submitted to the City of Abilene, based on the City's request for analysis of an existing drainage issue near NE 15th Street. The study includes the conceptual design of a new underground storm sewer system and also determined the viability of a proposed detention basin that would reduce stormwater flowrates.

## 1.1. Project Location and Description

The primary location of the drainage analysis is 410 N 15th Street. It is an existing residence that has flooding issues on its property. The drainage issues also continue to downstream properties. The residence sits northwest of the storage facilities that are accessed off NE 14th Street. The surrounding area consists of residential neighborhoods to the west and north, with a mix of commercial and industrial land use to the south and east. The overall drainage basin is fully developed and generally drains northeast to the Brady Street and Charles Rd intersection.

## 1.2. Study Purpose & Guidelines

The purpose of this study is to provide two conceptual design options to alleviate the drainage issue occurring at 410 N 15th Street. One option is extending a new underground storm system from Brady and Charles up to N Campbell Street. A second option is a detention basin in the open lot north of the residence, that would outlet to an underground pipe that would discharge to the surface at N 16th Street. The storm sewer system and detention were designed to convey runoff rates in the 10-year design storm, per the City of Abilene's drainage criteria. Where the 10-year runoff rates could not be conveyed underground, pipe sizes were maximized to convey as much runoff as possible while maintaining minimum cover and slope requirements for the pipes.

Watershed boundaries were delineated for the study area using detailed ground survey in combination with LiDAR elevation information. Existing drainage area maps can be found in Appendix A. The detailed ground survey was also utilized in the design and layout of the stormwater improvements.

Time of Concentration's (Tc) were generated for each drainage area using the method as outlined in the city's stormwater design manual. They were calculated based on a combination of overland flow and channel flow. Per point E.4 from the design manual, if the Tc for a watershed was calculated at less than 15 minutes, 15 minutes should be used. The Rational and Modified Rational methods were used for the 2-year, 10-year, and 100-year hydrological evaluation and routing of hydrographs. All hydrologic and hydraulic evaluation was performed using Hydraflow Hydrographs Extension for Autodesk Civil 3D. Detailed design information and routing information can be found in Appendix B.

Soil classifications were obtained from the Natural Resource Conservation Service's website by utilizing the Web Soil Survey feature. The site soil composition and classification for the entire area can be found in Appendix C.

Using the obtained soil classifications in combination with existing land uses, runoff coefficients (C) were calculated for each individual drainage area using criteria from the Abilene standards. A summary of hydrology information can be found in Appendix B.

# 2. HYDROLOGIC/HYDRAULIC ANALYSES

## 2.1. Existing Conditions

The overall drainage area generally drains from 14th Street to the north and east towards the intersection of Charles Road and Brady Street. Existing storm sewer collects the stormwater and routes toward the existing channel to the north. Existing drain areas were split along ridge lines as well as by street and collection areas. The overall area draining to the Charles and Brady intersection is approximately 32.73 acres.

The existing drainage area map can be found in Appendix A. A summary of the existing hydrology information for the site can be found in the table below.

**Table 1: Existing Drainage Conditions**

| Watershed | Area (AC) | C | Tc (min) |
|---|---|---|---|
| A1 | 1.61 | 0.60 | 15.0 |
| B1 | 1.56 | 0.60 | 15.0 |
| C1 | 4.38 | 0.60 | 15.0 |
| D1 | 1.01 | 0.60 | 15.0 |
| E1 | 2.49 | 0.60 | 15.0 |
| F1 | 12.04 | 0.60 | 15.0 |
| G1 | 0.15 | 0.60 | 15.0 |
| H1 | 0.78 | 0.60 | 15.0 |
| I1 | 0.14 | 0.60 | 15.0 |
| J1 | 3.35 | 0.60 | 15.0 |
| K1 | 1.35 | 0.60 | 15.0 |
| L1 | 2.98 | 0.60 | 15.0 |
| M1 | 0.14 | 0.60 | 15.0 |
| N1 | 1.10 | 0.60 | 15.0 |

**Table 2: Existing Rational Method Runoff Rates**

| Watershed | 2-Year Design Storm (cfs) | 10-Year Design Storm (cfs) | 100-Year Design Storm (cfs) |
|---|---|---|---|
| A1 | 3.46 | 5.00 | 7.45 |
| B1 | 3.35 | 4.85 | 7.22 |
| C1 | 9.42 | 13.61 | 20.26 |
| D1 | 2.17 | 3.14 | 4.67 |
| E1 | 5.35 | 7.74 | 11.52 |
| F1 | 25.89 | 37.42 | 55.68 |
| G1 | 0.32 | 0.47 | 0.69 |
| H1 | 1.68 | 2.42 | 3.61 |
| I1 | 0.30 | 0.44 | 0.65 |
| J1 | 7.23 | 10.44 | 15.54 |
| K1 | 2.90 | 4.20 | 6.24 |
| L1 | 6.41 | 9.26 | 13.78 |
| M1 | 0.30 | 0.44 | 0.65 |
| N1 | 2.37 | 3.42 | 5.09 |

## 2.2. Proposed Option 1

As mentioned in the study purpose section, one proposed option to alleviate the drainage issues is to install underground storm sewer from the Charles and Brady intersection up to NE 15th Street. Storm sewer improvements would be installed within city right-of-way until reaching NE 15th Street. From there, storm sewer pipes and inlets would be install through private property. Grading in the backyard of 410 N 15th Street would be required to drain stormwater to an area inlet. The improvements planned outside of city right-of-way would require easements to be obtained by the city.

Due to the significant drainage area collected by the planned underground storm sewer, the 10-year design storm could not be conveyed within the system, without upsizing the existing pipes downstream of the project limits. Therefore, pipe sizes were maximized while maintaining minimum requirements for pipe slope and minimum cover over the pipes. This resulted in the system being designed for the 2-year design storm from the Brady and Charles intersection to the Wildcat and Charles intersection. From that point, the underground system is designed for the 10-year design storm. A preliminary cost estimate for Proposed Option 1 has been generated and is included in Appendix A. A map showing the improvements for Option 1 can be found on Exhibit 2.

## 2.3. Proposed Option 2

A second proposed option was the design of a detention basin that would discharge to the surface where Wildcat Street turns to the north. The same improvements would be planned in the backyard of the 410 N 15th Street residence, but then the underground storm sewer would empty into a detention basin on the vacant 1501 N Campbell Street lot. Stormwater would be detained in the basin and discharge through a 10-inch HDPE pipe that runs east through the 419 NE 14th Street lot. From there it would turn north and transition from a pipe to a concrete flume and drain into the existing street at Wildcat Drive. The proposed detention basin and stormwater improvements for Option 2 can be found on Exhibit 3. Option 2 would require more easement and property acquisition to be required.

As stated above, the project area is fully developed. Therefore, the proposed detention basin was designed to reduce the 10-year flow rate to what it was estimated to be prior to development of the area. A summary of results can be found in the table below.

**Table 3: Detention Pond Results**

| | Flowrate In (cfs) | Flowrate Out (cfs) | Peak WSEL | Peak Volume (cu-ft) |
|---|---|---|---|---|
| 2-Year | 3.46 | 1.77 | 1194.45 | 905 |
| 10-Year | 5.00 | 2.16 | 1195.36 | 2,129 |
| 100-Year | 7.45 | 2.59 | 1196.55 | 4,598 |

A comparison of runoff rates for the A1 drainage area can be found in the table below.

**Table 4: Drainage Area A1 Runoff Rate Comparison**

| Design Storm | Pre-Development Flow (cfs) | Current Flow (cfs) | Proposed Flow (cfs) | Change In Flow (Proposed – PreDev) (%) |
|---|---|---|---|---|
| 2-Year | 1.73 | 3.46 | 1.78 | 2.9% |
| 10-Year | 2.50 | 5.00 | 2.16 | -13.6% |
| 100-Year | 3.72 | 7.45 | 2.59 | -30.3% |

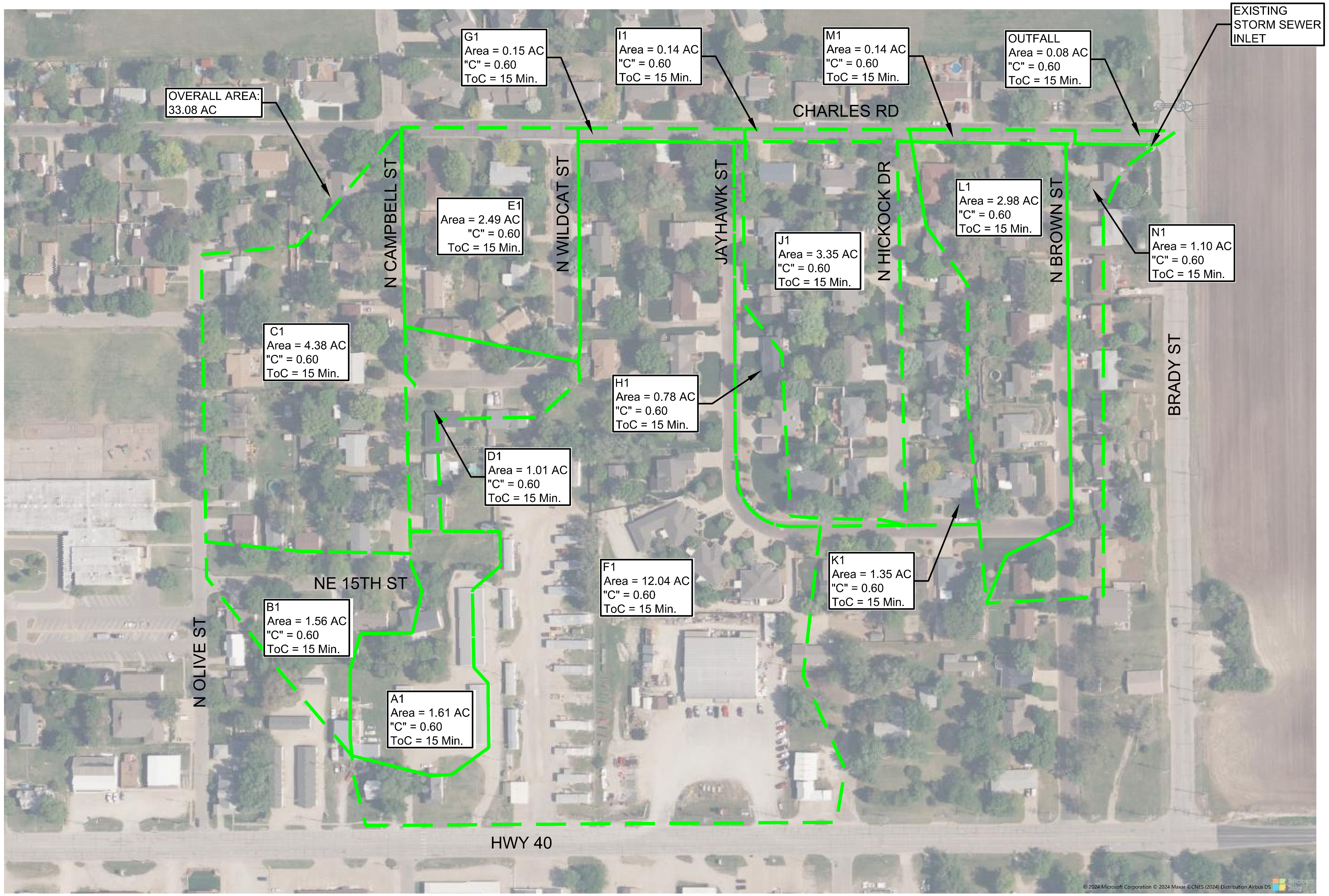
A preliminary cost estimate for Proposed Option 2 has been generated and is included in Appendix A.

# 3. CONCLUSIONS AND RECOMMENDATIONS

To alleviate the drainage issue occurring at 410 N 15th Street, two different options are proposed. Option 1 represents the installation of underground storm sewer from the Charles and Brady intersection up to the project area. Option 1 has an estimated overall project cost of $1,110,295. Option 2 represents the installation of a detention basin that would reduce runoff rates before discharging to the surface at N Wildcat Street. Option 2 has an estimated overall project cost of $245,370. Both estimates include costs for construction contingency, engineering design, and property acquisition.

Based on these facts and other information provided herein, we recommend that an option be selected to proceed to final design to alleviate the existing drainage issues.

# APPENDIX A:
Exhibits




N

EXHIBIT 1: DRAINAGE AREA MAP

olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502

TEL 785.539.6900

www.olsson.com

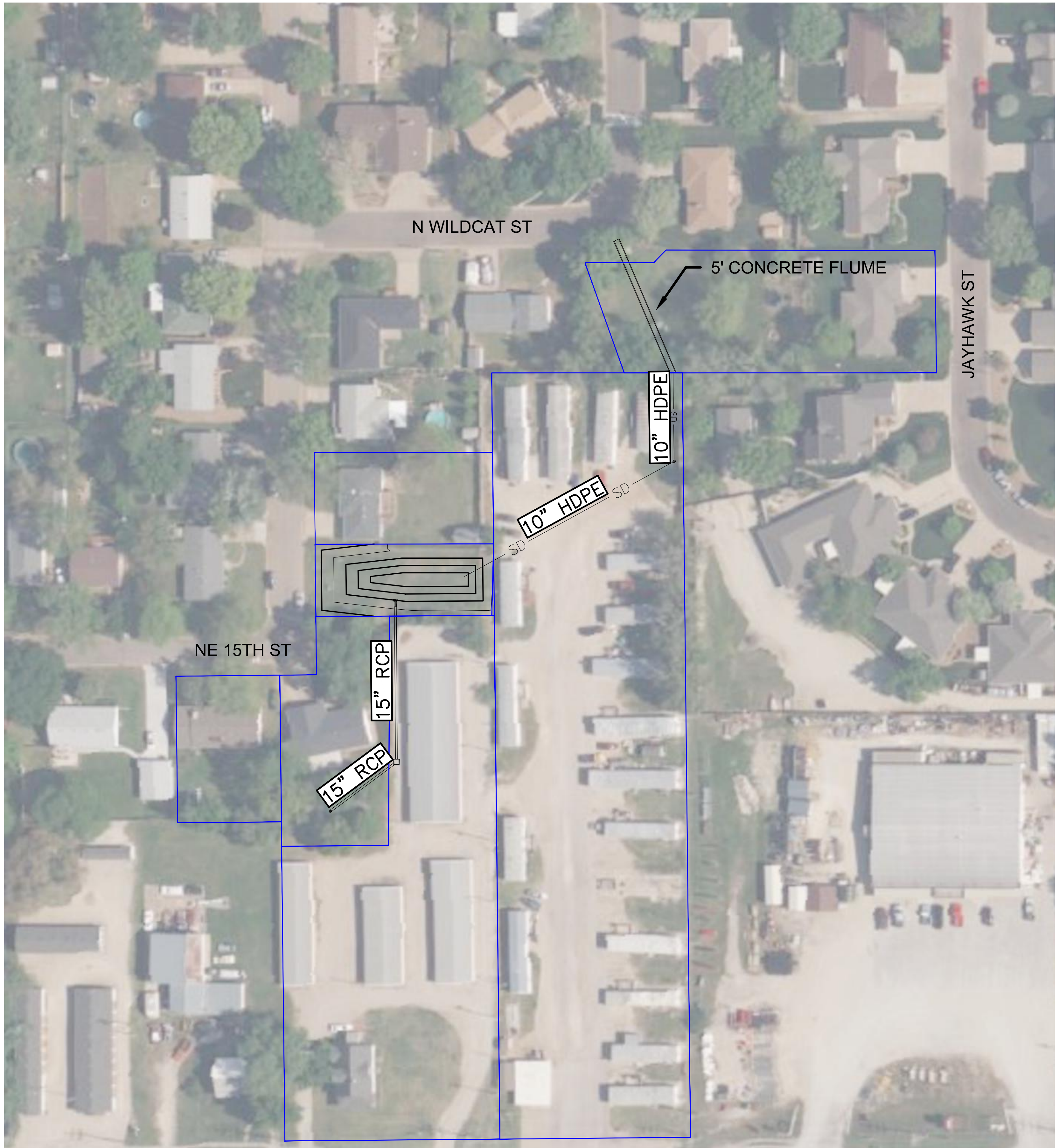
DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map.dwg
DATE: 2/26/20 USER: cham


EXHIBIT 2: PROPOSED OPTION 1

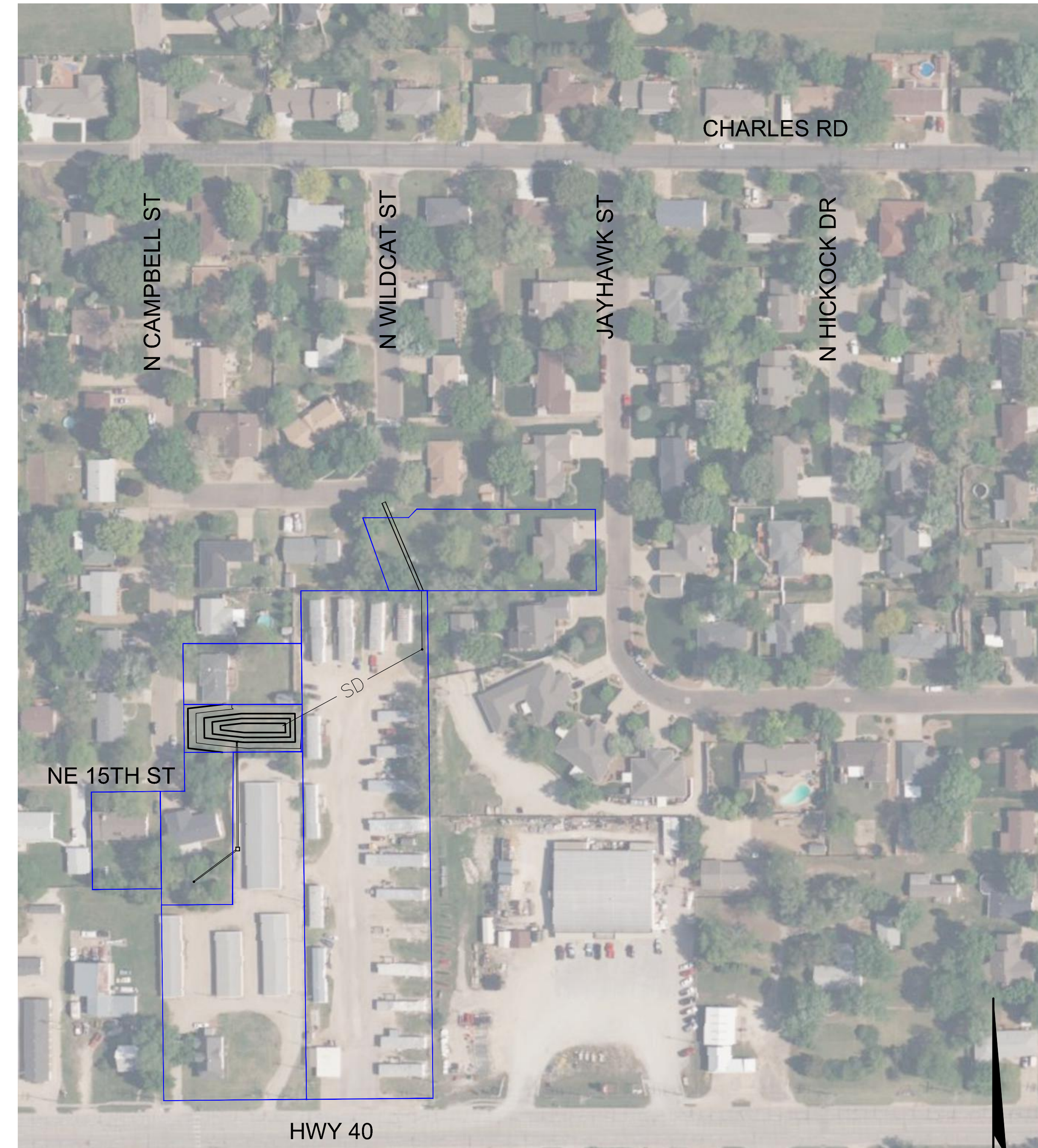
olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502
TEL 785.539.6900
www.olsson.com

DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map.dwg
DATE: 2/26/20 USER: jloomis




PROPOSED DETENTION BASIN
Scale: 1"=100'




OVERALL PROJECT SITE
Scale: 1"=200'

N

LEGEND

PROPERTY REQUIRING EASEMENT

# EXHIBIT 3: PROPOSED OPTION 2


olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502
TEL 785.539.6900
www.olsson.com


DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map.dwg
DATE: 2/26/20 USER: jloomis

# *ENGINEER'S OPINION OF PROBABLE COST*

Date: 11/6/2024

Client: City of Abilene
Project: Abilene Storage Facility Drainage Area Map
Project Number: M22-00584

## OPTION 1

| | Item | Quantity | Unit | Unit Cost $ | Cost $ |
|---|---|---|---|---|---|
| | **Street Construction** | | | | |
| 1 | Mobilization | 1 | LS | $ 65,000.00 | $ 65,000.00 |
| 2 | Clearing & Grubbing | 1 | LS | $ 10,000.00 | $ 10,000.00 |
| 3 | Demolition & Removals | 1 | LS | $ 3,000.00 | $ 3,000.00 |
| 4 | Contractor Construction Staking | 1 | LS | $ 10,000.00 | $ 10,000.00 |
| 5 | 6" Asphalt Pavement | 1,868 | SY | $ 50.00 | $ 93,424.28 |
| 6 | 6" Concrete Pavement | 865 | SY | $ 65.00 | $ 56,209.91 |
| 7 | 8" Gravel Pavement - AB-3 | 342 | SY | $ 25.00 | $ 8,554.25 |
| 8 | 4" Aggregate Base - AB-3 (below roadway) | 1,868 | SY | $ 11.00 | $ 20,553.34 |
| 9 | Seeding | 19,364 | SF | $ 0.25 | $ 4,841.09 |
| 10 | Full Height Curb & Gutter | 2,130 | LF | $ 25.00 | $ 53,250.00 |
| 11 | Temporary Traffic Control | 1 | LS | $ 15,000.00 | $ 15,000.00 |
| 12 | Fencing | 130 | LF | $ 35.00 | $ 4,550.00 |
| 13 | Utility Relocation | 1 | LS | $ 50,000.00 | $ 50,000.00 |
| | | | | **Street Construction Subtotal** | $ 394,382.86 |
| | | | | | |
| | **Storm Sewer Construction** | | | | |
| 14 | 4'x4' Junction Box | 2 | EA | $ 8,450.00 | $ 16,900.00 |
| 15 | 4'x4' Area Inlet | 1 | EA | $ 6,500.00 | $ 6,500.00 |
| 16 | 7.5'x4' Setback Curb Inlet | 11 | EA | $ 10,250.00 | $ 112,750.00 |
| 17 | 10'x5' Setback Curb Inlet | 2 | EA | $ 12,500.00 | $ 25,000.00 |
| 18 | 15" RCP | 75 | LF | $ 65.00 | $ 4,873.70 |
| 19 | 18" RCP | 403 | LF | $ 70.00 | $ 28,186.90 |
| 20 | 24" RCP | 399 | LF | $ 80.00 | $ 31,925.60 |
| 21 | 30" RCP | 880 | LF | $ 100.00 | $ 87,952.00 |
| 22 | 36" RCP | 701 | LF | $ 120.00 | $ 84,120.00 |
| 23 | 24"x38" HERCP | 468 | LF | $ 150.00 | $ 70,155.00 |
| | | | | **Storm Sewer Construction Subtotal** | $ 468,363.20 |
| | | | | | |
| | | | | **Total Construction Subtotal** | $ 862,746.06 |
| | | | | **Contigency (20%)** | $ 172,549.21 |
| | | | | **Survey and Engineering** | $ 65,000.00 |
| | | | | **Property Acquistion** | $ 10,000.00 |
| | | | | **Total Cost** | **$ 1,110,295.28** |

The Engineer, using his or her professional judgment, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed and, if necessary, adjusted to a more applicable *Engineering News Record* Construction Cost Index.

# *ENGINEER'S OPINION OF PROBABLE COST*

Date: 11/6/2024

Client: City of Abilene
Project: Abilene Storage Facility Drainage Area Map
Project Number: M22-00584

## OPTION 2

| | Item | Quantity | Unit | Unit Cost $ | Cost $ |
|---|---|---|---|---|---|
| | **Storm Sewer Construction** | | | | |
| 1 | Unclassified Excavation (Cut) | 900 | CY | $ 35.00 | $ 31,500.00 |
| 2 | 15" RCP | 250 | LF | $ 65.00 | $ 16,250.00 |
| 3 | 10" HDPE | 300 | LF | $ 45.00 | $ 13,500.00 |
| 4 | Fencing | 150 | LF | $ 35.00 | $ 5,250.00 |
| 5 | Seeding | 200 | SF | $ 50.00 | $ 10,000.00 |
| 6 | 8" Gravel Pavement - AB-3 | 500 | SY | $ 25.00 | $ 12,500.00 |
| 7 | 6" Concrete Pavement | 80 | SY | $ 65.00 | $ 5,200.00 |
| 8 | 12" FES | 1 | EA | $ 1,500.00 | $ 1,500.00 |
| 9 | 18" FES | 2 | EA | $ 2,000.00 | $ 4,000.00 |
| 10 | 4'X4' Area Inlet | 1 | EA | $ 6,500.00 | $ 6,500.00 |
| 11 | 18" Nyloplast Drainage Basin | 1 | EA | $ 5,000.00 | $ 5,000.00 |
| 12 | 24" Nyloplast Drainage Basin | 1 | EA | $ 5,000.00 | $ 5,000.00 |
| 13 | Utility Relocation | 1 | LS | $ 10,000.00 | $ 10,000.00 |
| | | | | **Storm Sewer Construction Subtotal** | $ 126,200.00 |
| | | | | **Contigency (20%)** | $ 25,240.00 |
| | | | | **Engineering** | $ 18,930.00 |
| | | | | **Property Acquistion** | $ 75,000.00 |
| | | | | **TOTAL COST** | **$ 245,370.00** |

The Engineer, using his or her professional judgment, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed and, if necessary, adjusted to a more applicable *Engineering News Record* Construction Cost Index.

# APPENDIX B:
Design Information

# Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

| Hyd. No. | Hydrograph type (origin) | Peak flow (cfs) | Time interval (min) | Time to Peak (min) | Hyd. volume (cuft) | Inflow hyd(s) | Maximum elevation (ft) | Total strge used (cuft) | Hydrograph Description |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Rational | 3.354 | 1 | 15 | 3,019 | ------ | ------ | ------ | B1 |
| 2 | Rational | 9.418 | 1 | 15 | 8,476 | ------ | ------ | ------ | C1 |
| 3 | Rational | 5.354 | 1 | 15 | 4,819 | ------ | ------ | ------ | E1 |
| 4 | Rational | 0.172 | 1 | 15 | 155 | ------ | ------ | ------ | EX1 (OUTFALL) |
| 5 | Rational | 25.89 | 1 | 15 | 23,299 | ------ | ------ | ------ | F1 |
| 6 | Rational | 0.323 | 1 | 15 | 290 | ------ | ------ | ------ | G1 |
| 7 | Rational | 1.677 | 1 | 15 | 1,509 | ------ | ------ | ------ | H1 |
| 8 | Rational | 0.301 | 1 | 15 | 271 | ------ | ------ | ------ | I1 |
| 9 | Rational | 7.225 | 1 | 15 | 6,502 | ------ | ------ | ------ | J1 |
| 10 | Rational | 2.903 | 1 | 15 | 2,612 | ------ | ------ | ------ | K1 |
| 11 | Rational | 6.408 | 1 | 15 | 5,767 | ------ | ------ | ------ | L1 |
| 12 | Rational | 2.365 | 1 | 15 | 2,129 | ------ | ------ | ------ | N1 |
| 13 | Rational | 0.301 | 1 | 15 | 271 | ------ | ------ | ------ | M1 |
| 14 | Rational | 2.172 | 1 | 15 | 1,955 | ------ | ------ | ------ | D1 |
| 15 | Mod. Rational | 1.728 | 1 | 15 | 3,220 | ------ | ------ | ------ | A1 - MODIFIED RATIONAL |
| 16 | Reservoir | 1.583 | 1 | 32 | 3,214 | 15 | 1194.07 | 484 | Option 2 Pond |
| 17 | Rational | 3.462 | 1 | 15 | 3,116 | ------ | ------ | ------ | A1 |
| 18 | Rational | 1.731 | 1 | 15 | 1,558 | ------ | ------ | ------ | A1 - PRE-DEV |

| | | |
|---|---|---|
| Abilene Drainage Study Hydrograph CH (Updated Areas & TC).gpw | Return Period: 2 Year | Friday, 11 / 8 / 2024 |

# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 1

B1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 3.354 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 3,019 cuft |
| Drainage area | = 1.560 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

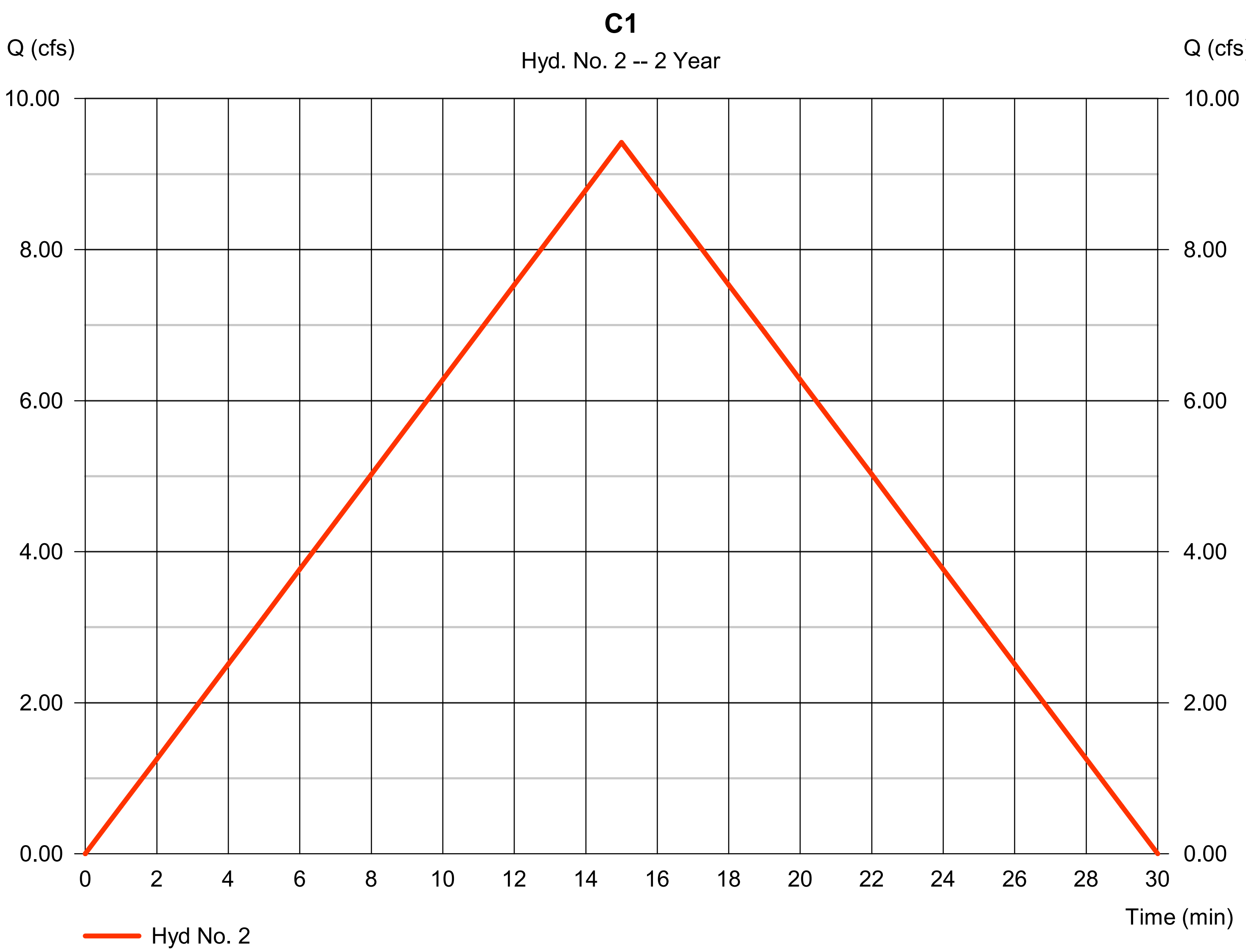
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 2

C1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 9.418 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 8,476 cuft |
| Drainage area | = 4.380 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



# Hydrograph Report



## Hyd. No. 3

E1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 5.354 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 4,819 cuft |
| Drainage area | = 2.490 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

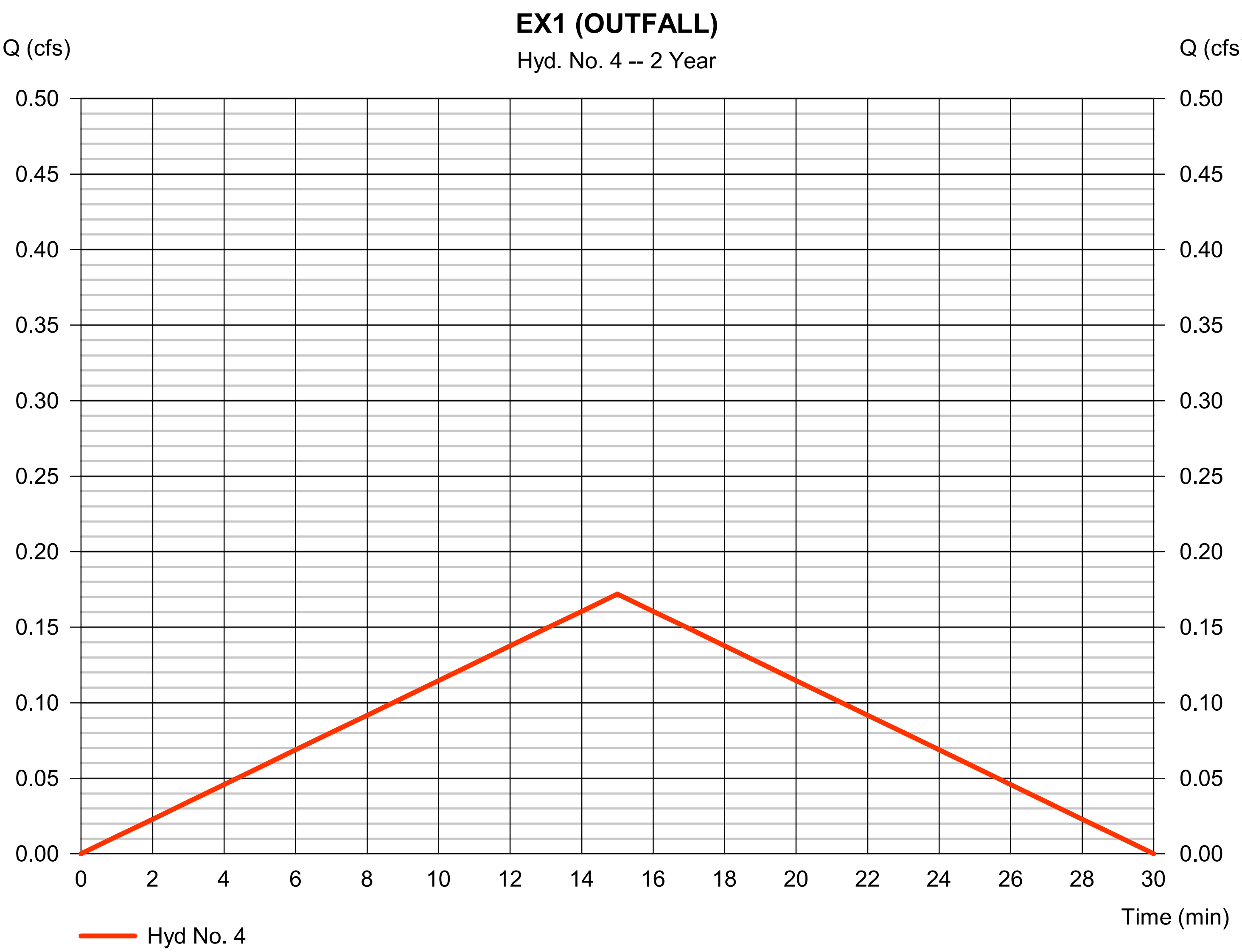
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 4

EX1 (OUTFALL)

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 0.172 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 155 cuft |
| Drainage area | = 0.080 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



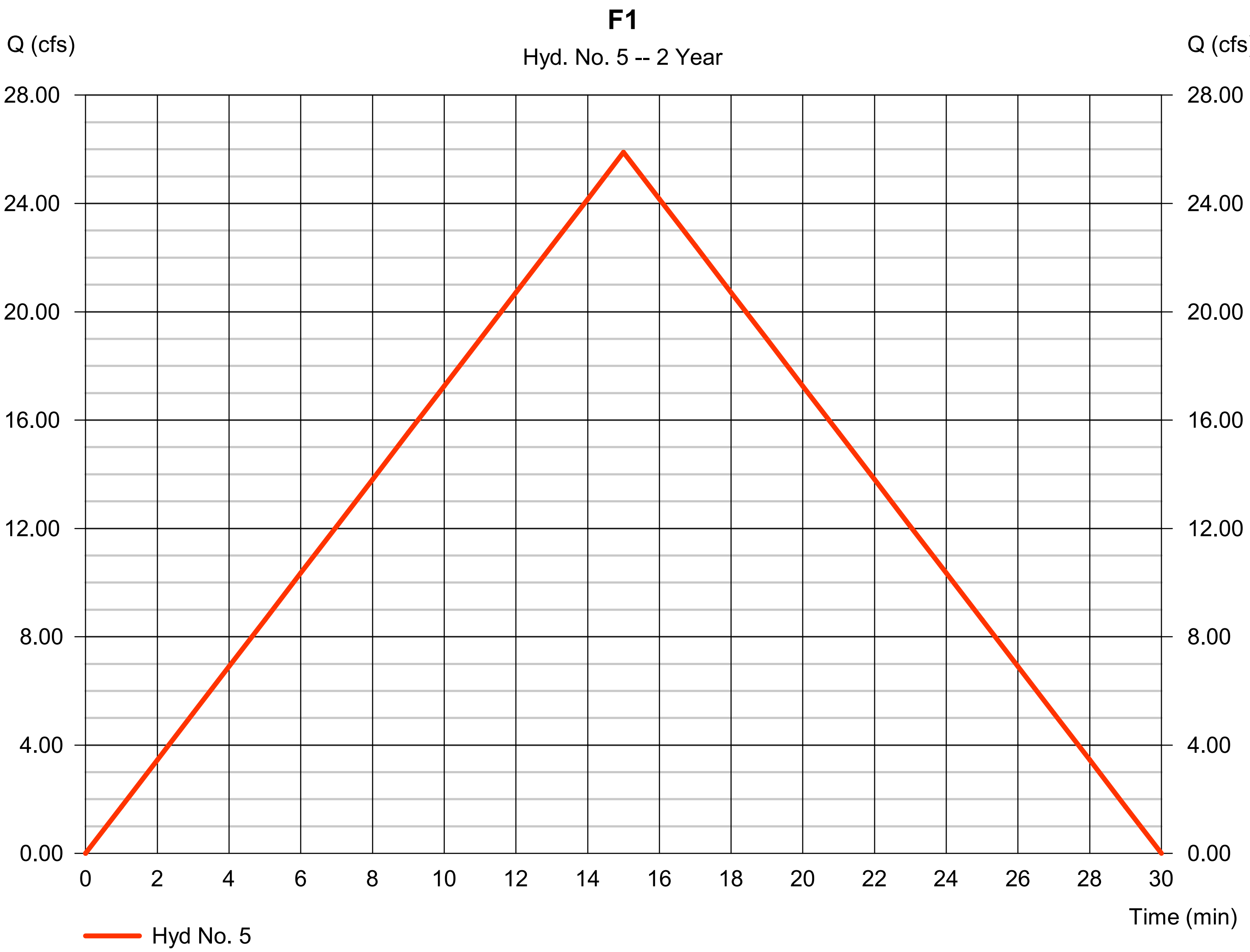
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 5

F1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 25.89 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 23,299 cuft |
| Drainage area | = 12.040 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 6

G1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 0.323 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 290 cuft |
| Drainage area | = 0.150 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 — Friday, 11 / 8 / 2024

## Hyd. No. 7

H1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 1.677 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 1,509 cuft |
| Drainage area | = 0.780 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 8

I1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 0.301 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 271 cuft |
| Drainage area | = 0.140 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

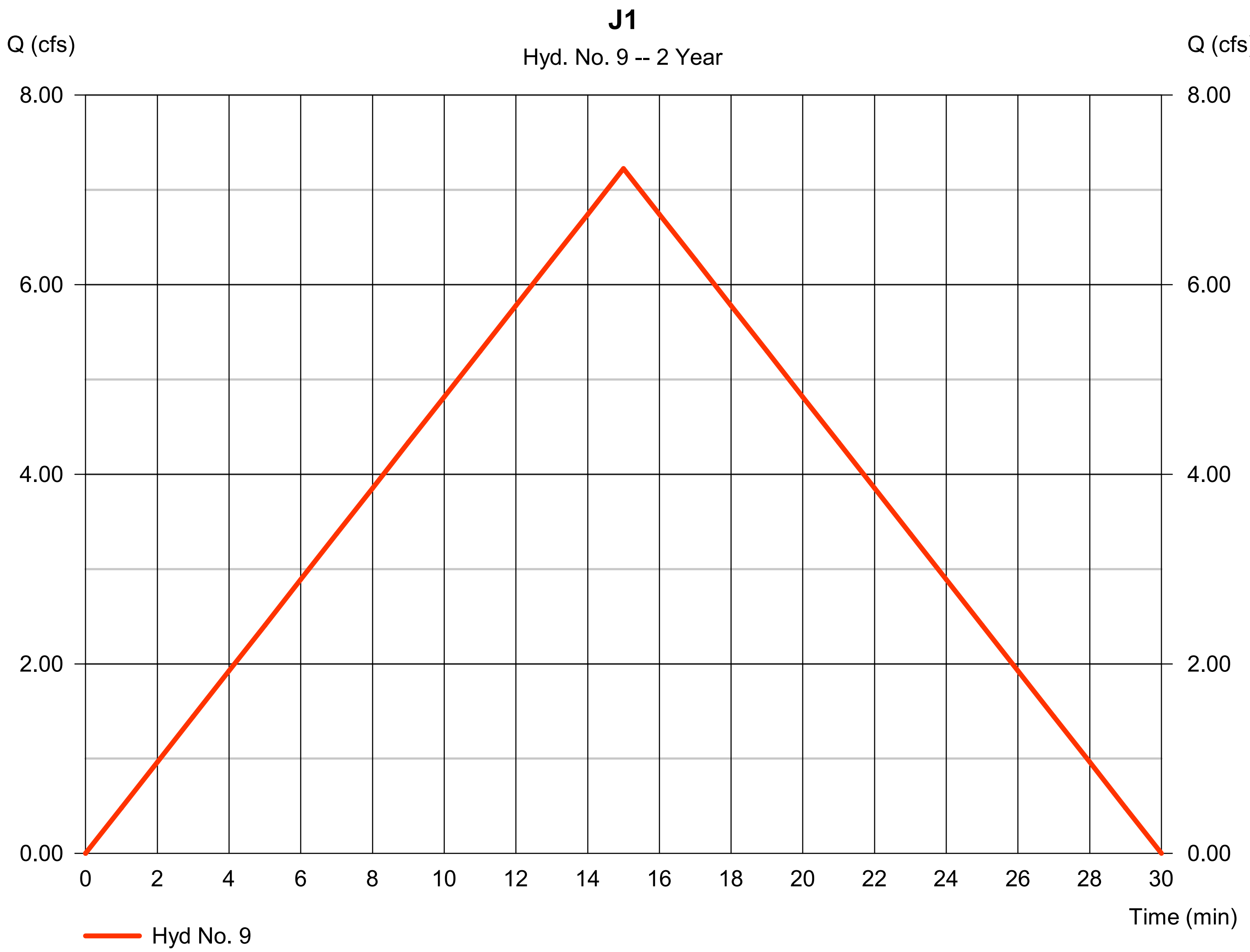
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 — Friday, 11 / 8 / 2024

## Hyd. No. 9

J1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 7.225 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 6,502 cuft |
| Drainage area | = 3.360 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 10

K1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 2.903 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 2,612 cuft |
| Drainage area | = 1.350 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

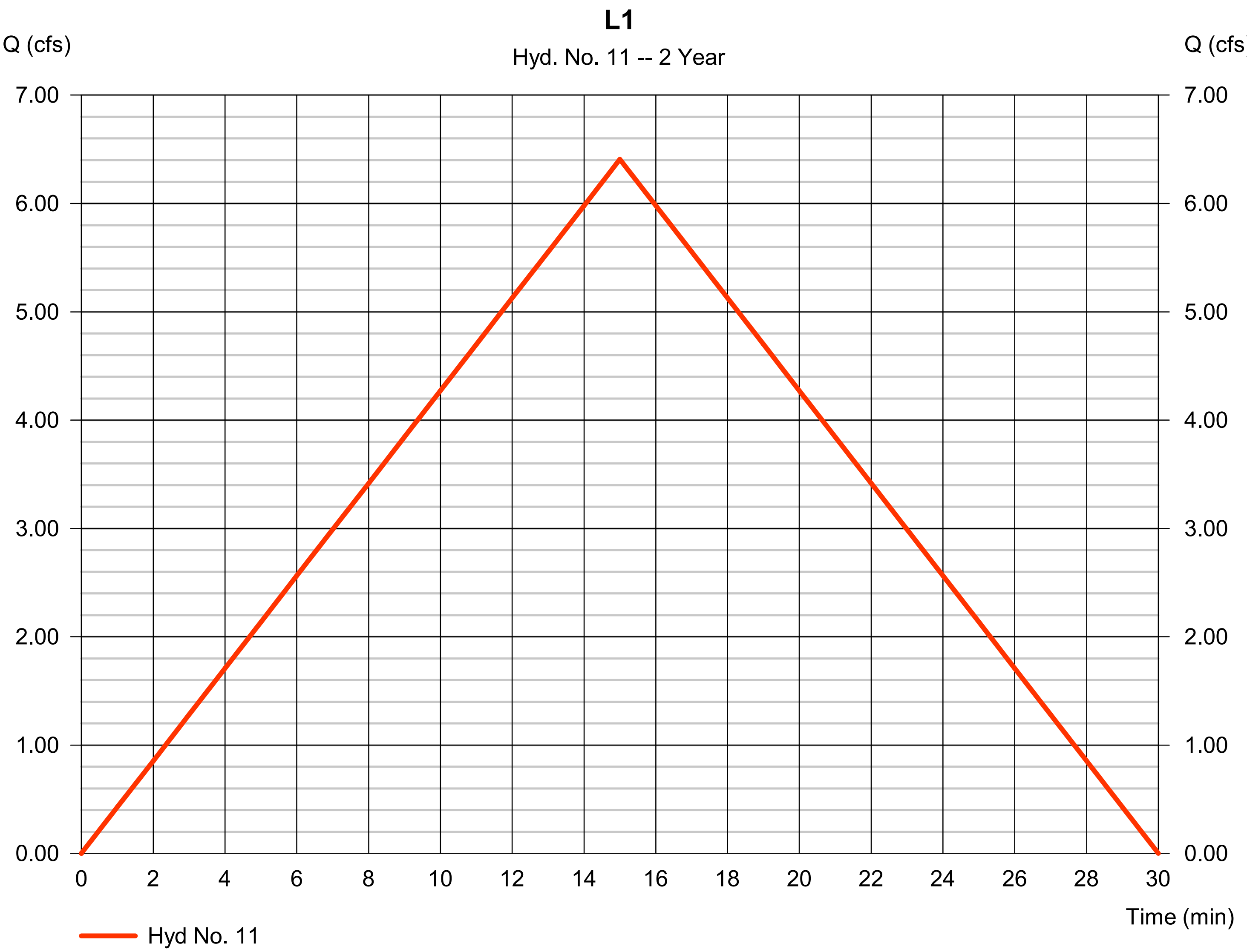
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 11

L1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 6.408 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 5,767 cuft |
| Drainage area | = 2.980 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



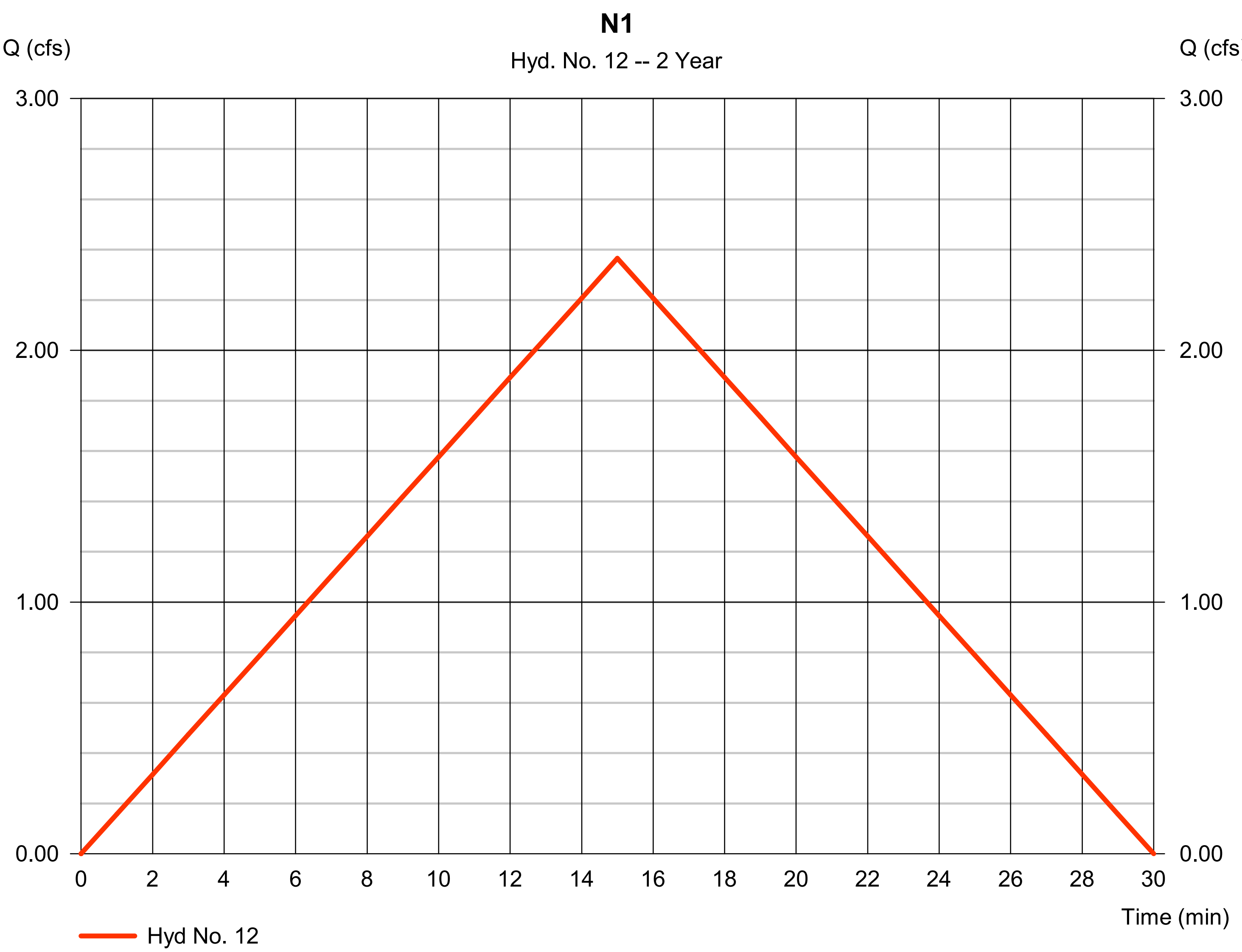
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 12

N1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 2.365 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 2,129 cuft |
| Drainage area | = 1.100 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



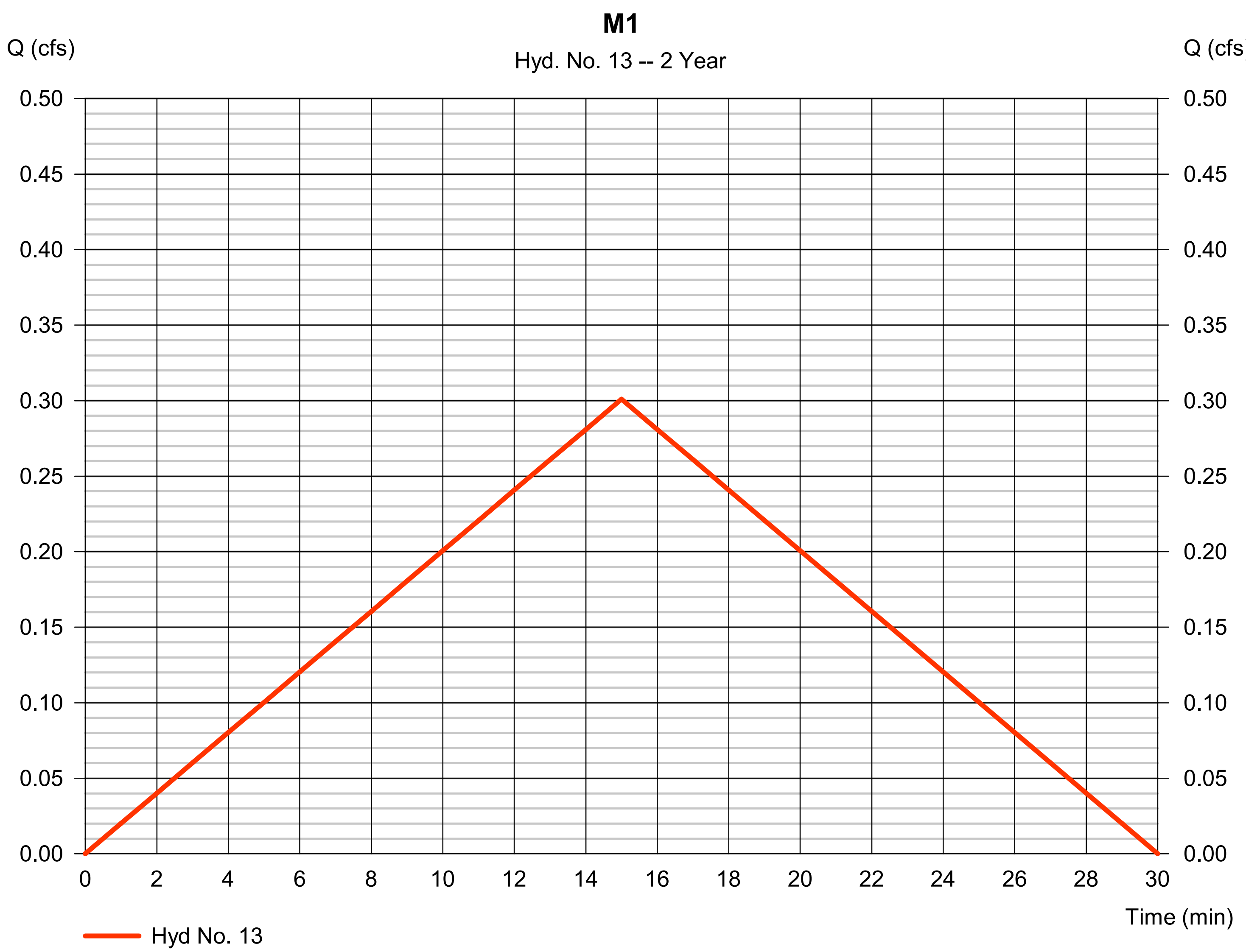
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 13

M1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 0.301 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 271 cuft |
| Drainage area | = 0.140 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



# Hydrograph Report



## Hyd. No. 14

D1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 2.172 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 1,955 cuft |
| Drainage area | = 1.010 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

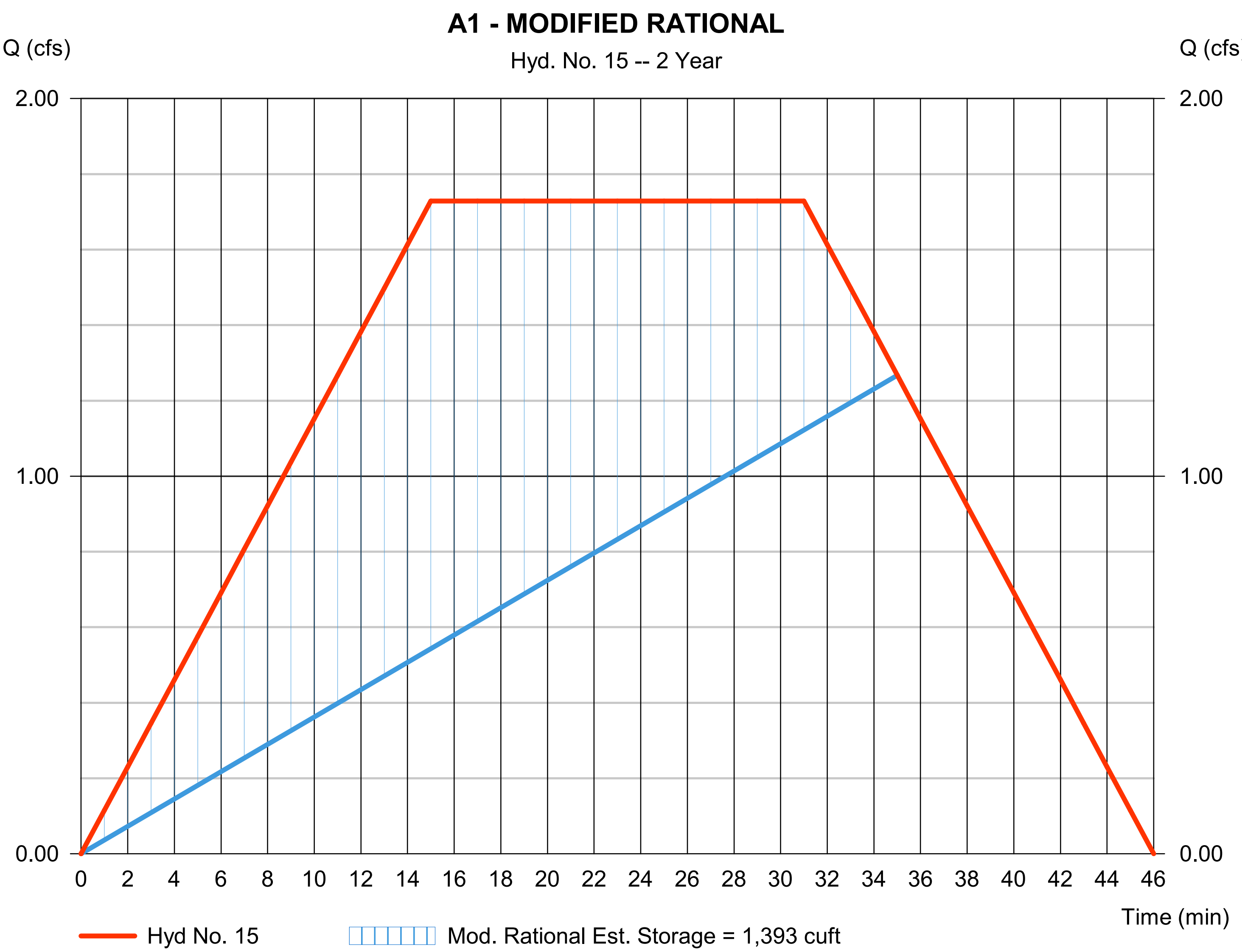
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 | Friday, 11 / 8 / 2024

## Hyd. No. 15

A1 - MODIFIED RATIONAL

| | | | |
|---|---|---|---|
| Hydrograph type | = Mod. Rational | Peak discharge | = 1.728 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 3,220 cuft |
| Drainage area | = 1.210 ac | Runoff coeff. | = 0.6 |
| Intensity | = 2.381 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Storm duration | = 2.1 x Tc |
| Target Q | =1.300 cfs | Est. Req'd Storage | =1,393 cuft |



# Hydrograph Report

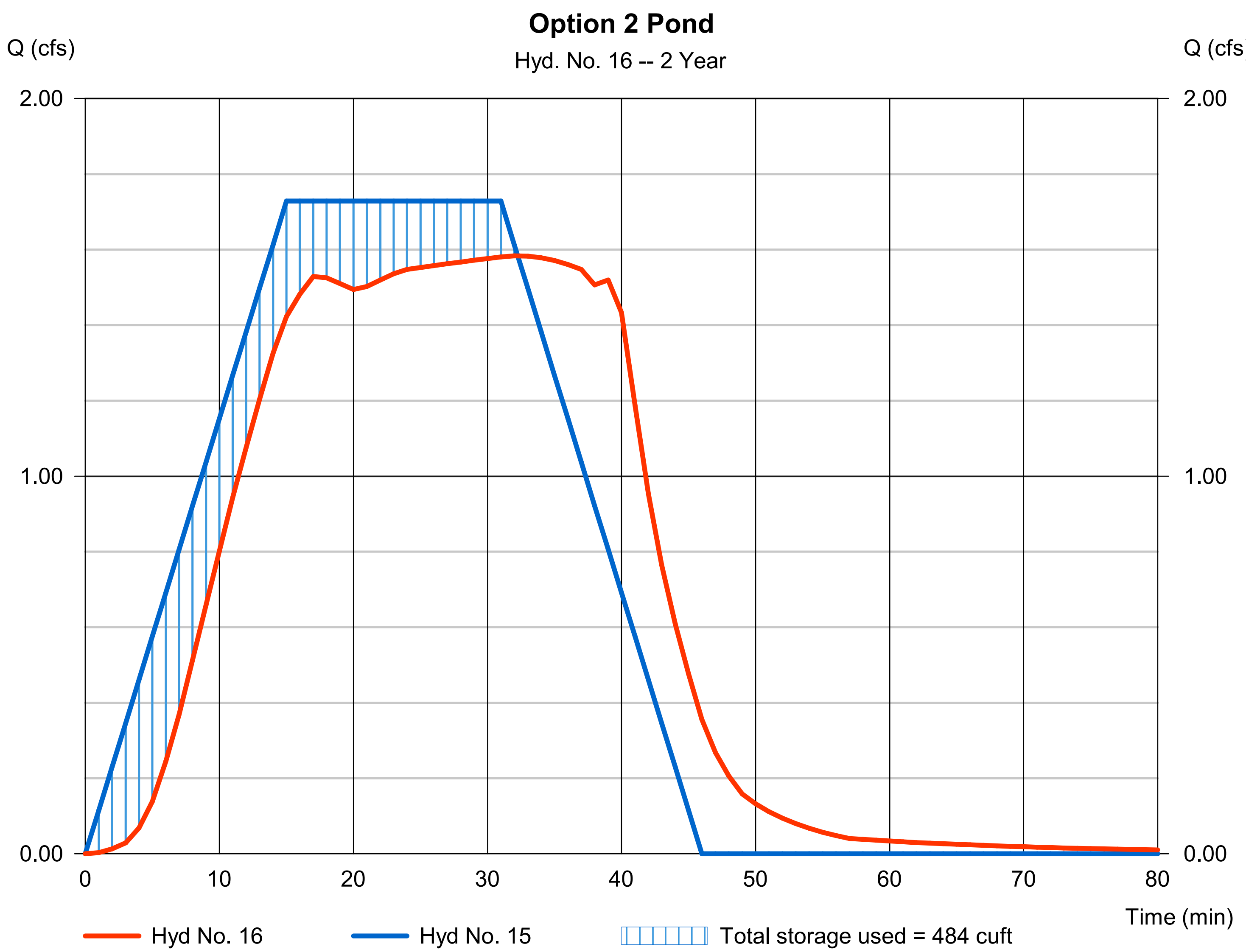
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 16

Option 2 Pond

| | | | |
|---|---|---|---|
| Hydrograph type | = Reservoir | Peak discharge | = 1.583 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 32 min |
| Time interval | = 1 min | Hyd. volume | = 3,214 cuft |
| Inflow hyd. No. | = 15 - A1 - MODIFIED RATIONAL | Max. Elevation | = 1194.07 ft |
| Reservoir name | = Option 2 Pond | Max. Storage | = 484 cuft |

Storage Indication method used.



## Pond No. 1 - Option 2 Pond

### Pond Data

**Pond storage is based on user-defined values.**

### Stage / Storage Table

| Stage (ft) | Elevation (ft) | Contour area (sqft) | Incr. Storage (cuft) | Total storage (cuft) |
|---|---|---|---|---|
| 0.00 | 1193.00 | n/a | 0 | 0 |
| 1.00 | 1194.00 | n/a | 405 | 405 |
| 2.00 | 1195.00 | n/a | 1,102 | 1,507 |
| 3.00 | 1196.00 | n/a | 1,733 | 3,240 |
| 4.00 | 1197.00 | n/a | 2,452 | 5,692 |
| 5.00 | 1198.00 | n/a | 3,264 | 8,956 |
| 6.00 | 1199.00 | n/a | 4,527 | 13,483 |

### Culvert / Orifice Structures

| | [A] | [B] | [C] | [PrfRsr] |
|---|---|---|---|---|
| **Rise (in)** | = 10.00 | 0.00 | 0.00 | 0.00 |
| **Span (in)** | = 10.00 | 0.00 | 0.00 | 0.00 |
| **No. Barrels** | = 1 | 0 | 0 | 0 |
| **Invert El. (ft)** | = 1193.00 | 0.00 | 0.00 | 0.00 |
| **Length (ft)** | = 250.00 | 0.00 | 0.00 | 0.00 |
| **Slope (%)** | = 0.50 | 0.00 | 0.00 | n/a |
| **N-Value** | = .013 | .013 | .013 | n/a |
| **Orifice Coeff.** | = 0.60 | 0.60 | 0.60 | 0.60 |
| **Multi-Stage** | = n/a | No | No | No |

### Weir Structures

| | [A] | [B] | [C] | [D] |
|---|---|---|---|---|
| **Crest Len (ft)** | = 0.00 | 0.00 | 0.00 | 0.00 |
| **Crest El. (ft)** | = 0.00 | 0.00 | 0.00 | 0.00 |
| **Weir Coeff.** | = 3.33 | 3.33 | 3.33 | 3.33 |
| **Weir Type** | = --- | --- | --- | --- |
| **Multi-Stage** | = No | No | No | No |

**Exfil.(in/hr)** = 0.000 (by Wet area)

**TW Elev. (ft)** = 0.00

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

### Stage / Storage / Discharge Table

| Stage ft | Storage cuft | Elevation ft | Clv A cfs | Clv B cfs | Clv C cfs | PrfRsr cfs | Wr A cfs | Wr B cfs | Wr C cfs | Wr D cfs | Exfil cfs | User cfs | Total cfs |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0.00 | 0 | 1193.00 | 0.00 | --- | --- | --- | --- | --- | --- | --- | --- | --- | 0.000 |
| 1.00 | 405 | 1194.00 | 1.54 oc | --- | --- | --- | --- | --- | --- | --- | --- | --- | 1.545 |
| 2.00 | 1,507 | 1195.00 | 2.02 oc | --- | --- | --- | --- | --- | --- | --- | --- | --- | 2.018 |
| 3.00 | 3,240 | 1196.00 | 2.40 oc | --- | --- | --- | --- | --- | --- | --- | --- | --- | 2.399 |
| 4.00 | 5,692 | 1197.00 | 2.73 oc | --- | --- | --- | --- | --- | --- | --- | --- | --- | 2.728 |
| 5.00 | 8,956 | 1198.00 | 3.02 oc | --- | --- | --- | --- | --- | --- | --- | --- | --- | 3.021 |
| 6.00 | 13,483 | 1199.00 | 3.29 oc | --- | --- | --- | --- | --- | --- | --- | --- | --- | 3.288 |

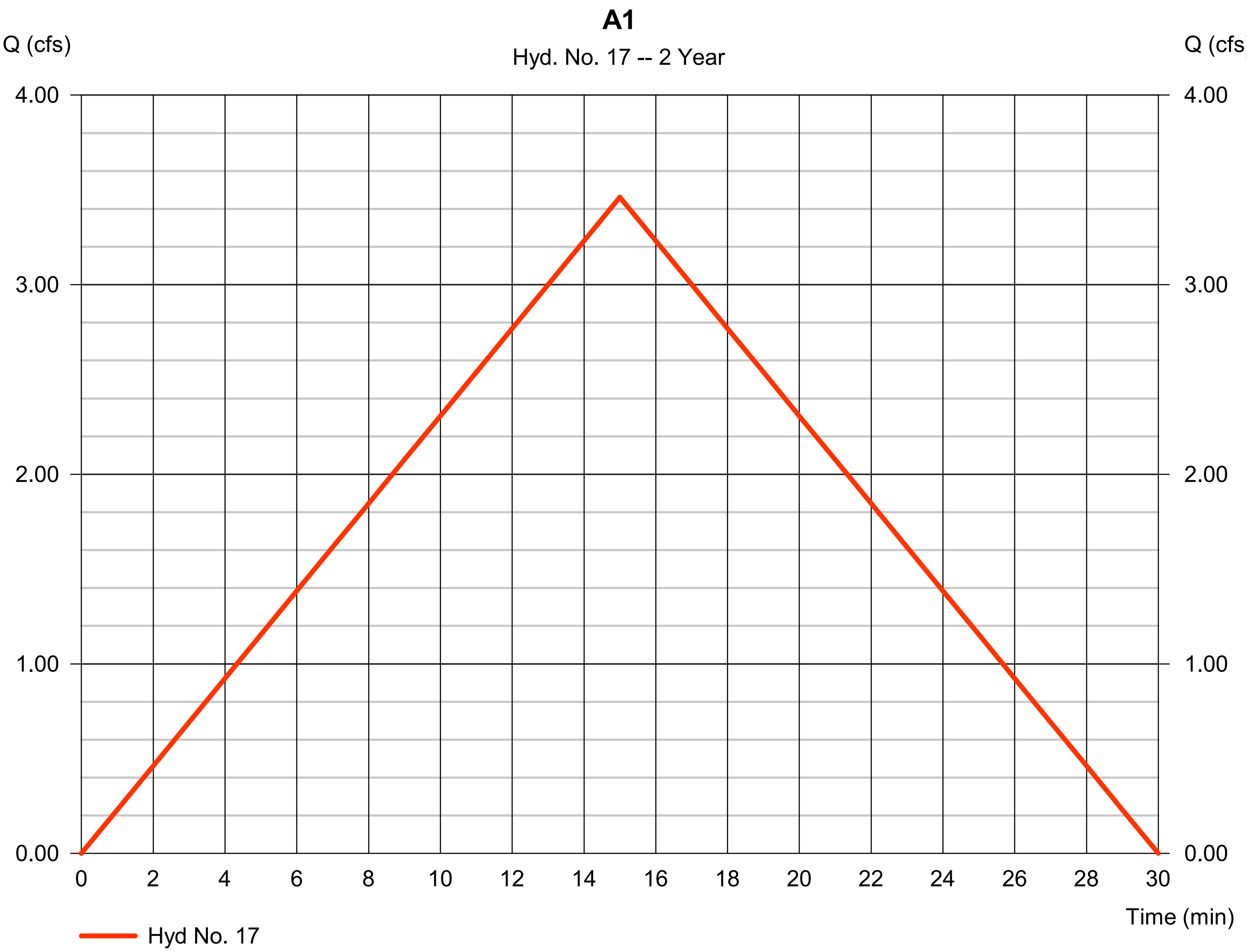
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 — Friday, 11 / 8 / 2024

## Hyd. No. 17

A1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 3.462 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 3,116 cuft |
| Drainage area | = 1.610 ac | Runoff coeff. | = 0.6 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



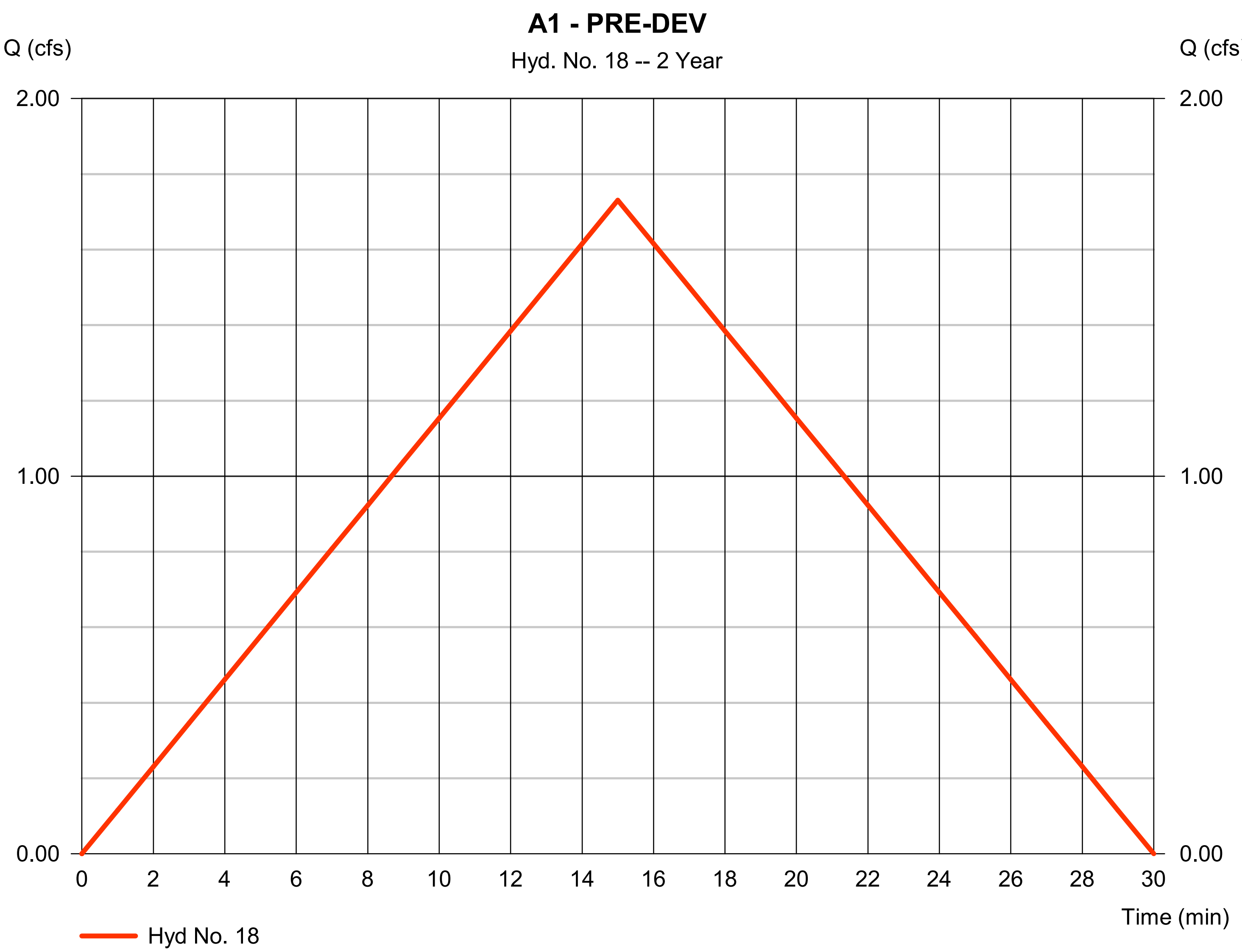
# Hydrograph Report



## Hyd. No. 18

A1 - PRE-DEV

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 1.731 cfs |
| Storm frequency | = 2 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 1,558 cuft |
| Drainage area | = 1.610 ac | Runoff coeff. | = 0.3 |
| Intensity | = 3.584 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



# Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

| Hyd. No. | Hydrograph type (origin) | Peak flow (cfs) | Time interval (min) | Time to Peak (min) | Hyd. volume (cuft) | Inflow hyd(s) | Maximum elevation (ft) | Total strge used (cuft) | Hydrograph Description |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Rational | 4.849 | 1 | 15 | 4,364 | ------ | ------ | ------ | B1 |
| 2 | Rational | 13.61 | 1 | 15 | 12,252 | ------ | ------ | ------ | C1 |
| 3 | Rational | 7.739 | 1 | 15 | 6,965 | ------ | ------ | ------ | E1 |
| 4 | Rational | 0.249 | 1 | 15 | 224 | ------ | ------ | ------ | EX1 (OUTFALL) |
| 5 | Rational | 37.42 | 1 | 15 | 33,680 | ------ | ------ | ------ | F1 |
| 6 | Rational | 0.466 | 1 | 15 | 420 | ------ | ------ | ------ | G1 |
| 7 | Rational | 2.424 | 1 | 15 | 2,182 | ------ | ------ | ------ | H1 |
| 8 | Rational | 0.435 | 1 | 15 | 392 | ------ | ------ | ------ | I1 |
| 9 | Rational | 10.44 | 1 | 15 | 9,399 | ------ | ------ | ------ | J1 |
| 10 | Rational | 4.196 | 1 | 15 | 3,776 | ------ | ------ | ------ | K1 |
| 11 | Rational | 9.262 | 1 | 15 | 8,336 | ------ | ------ | ------ | L1 |
| 12 | Rational | 3.419 | 1 | 15 | 3,077 | ------ | ------ | ------ | N1 |
| 13 | Rational | 0.435 | 1 | 15 | 392 | ------ | ------ | ------ | M1 |
| 14 | Rational | 3.139 | 1 | 15 | 2,825 | ------ | ------ | ------ | D1 |
| 15 | Mod. Rational | 2.166 | 1 | 15 | 5,206 | ------ | ------ | ------ | A1 - MODIFIED RATIONAL |
| 16 | Reservoir | 1.849 | 1 | 42 | 5,199 | 15 | 1194.61 | 1,080 | Option 2 Pond |
| 17 | Rational | 5.004 | 1 | 15 | 4,504 | ------ | ------ | ------ | A1 |
| 18 | Rational | 2.502 | 1 | 15 | 2,252 | ------ | ------ | ------ | A1 - PRE-DEV |

# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 1

B1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 4.849 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 4,364 cuft |
| Drainage area | = 1.560 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

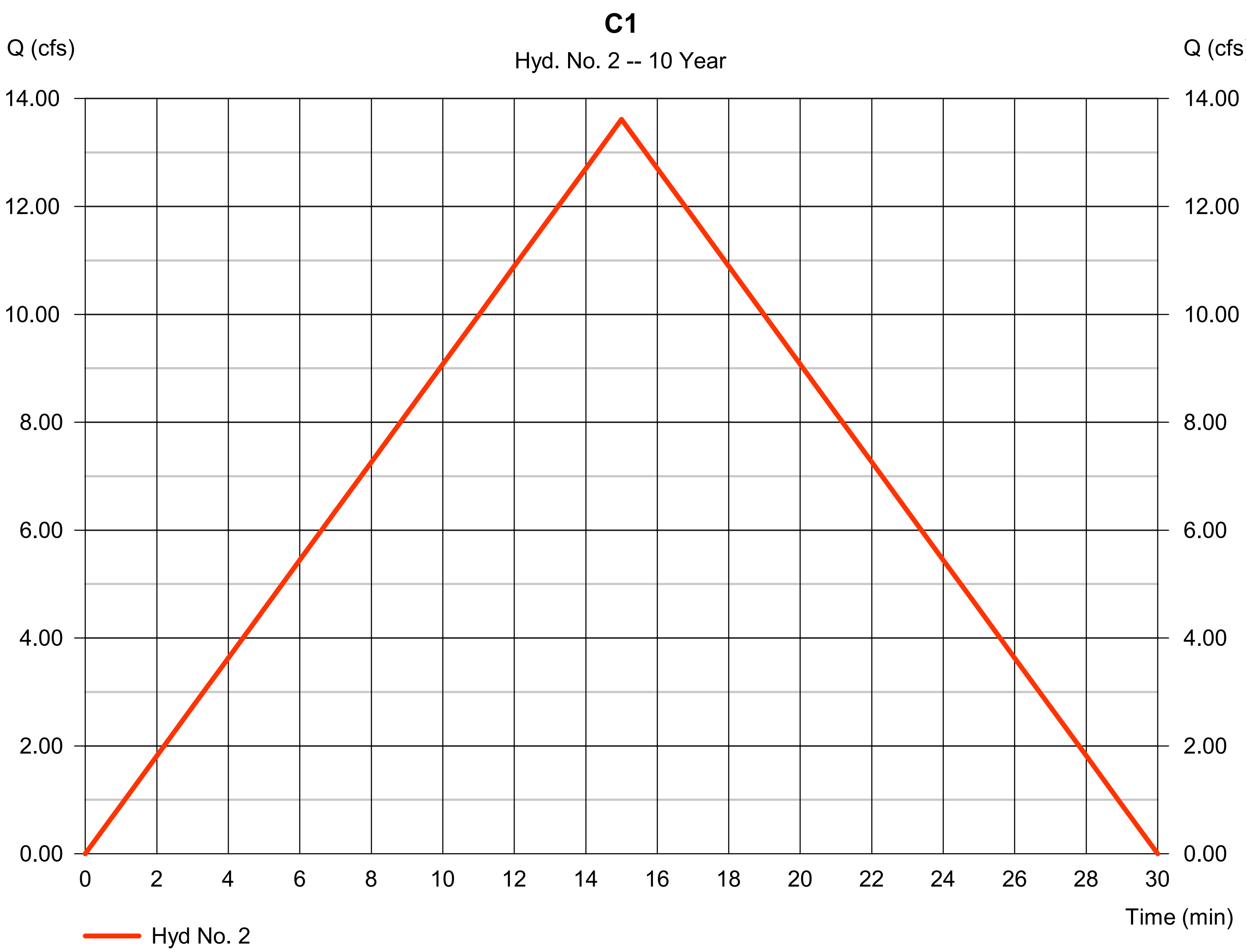
# Hydrograph Report



## Hyd. No. 2

C1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 13.61 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 12,252 cuft |
| Drainage area | = 4.380 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 3

E1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 7.739 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 6,965 cuft |
| Drainage area | = 2.490 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

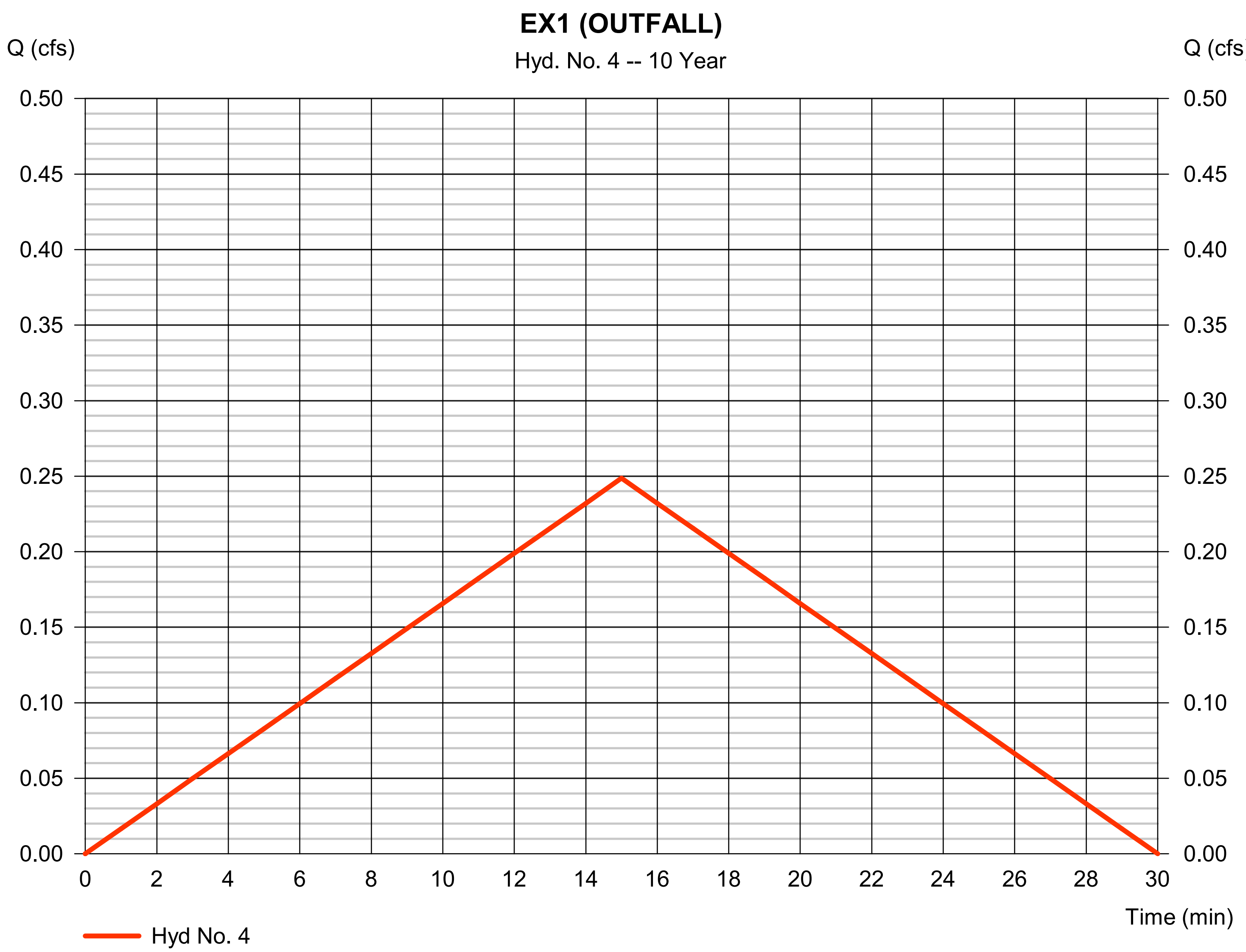
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 4

EX1 (OUTFALL)

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 0.249 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 224 cuft |
| Drainage area | = 0.080 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 5

F1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 37.42 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 33,680 cuft |
| Drainage area | = 12.040 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

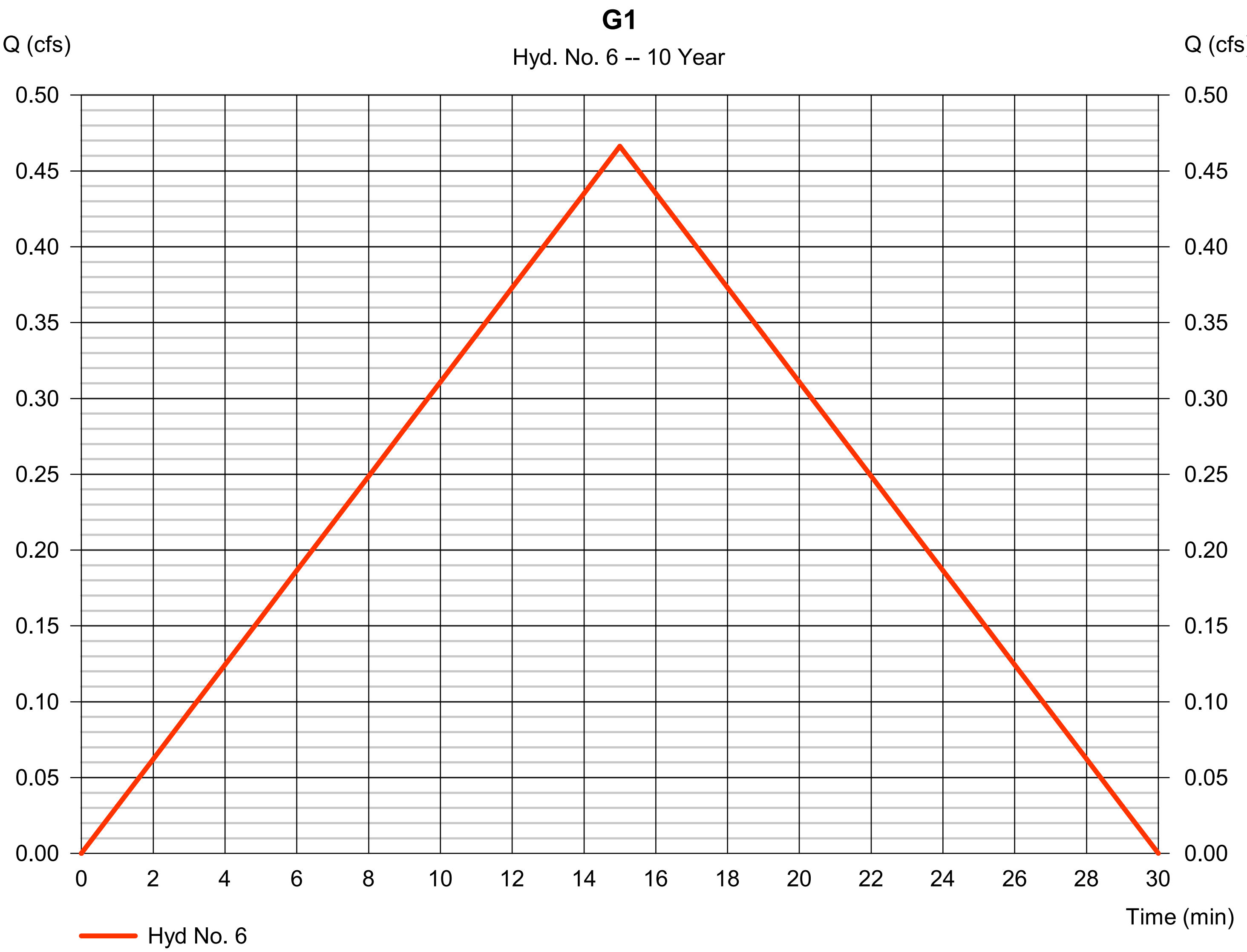
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 6

G1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 0.466 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 420 cuft |
| Drainage area | = 0.150 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 7

H1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 2.424 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 2,182 cuft |
| Drainage area | = 0.780 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

# Hydrograph Report



## Hyd. No. 8

I1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 0.435 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 392 cuft |
| Drainage area | = 0.140 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

# Hydrograph Report



## Hyd. No. 9

J1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 10.44 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 9,399 cuft |
| Drainage area | = 3.360 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

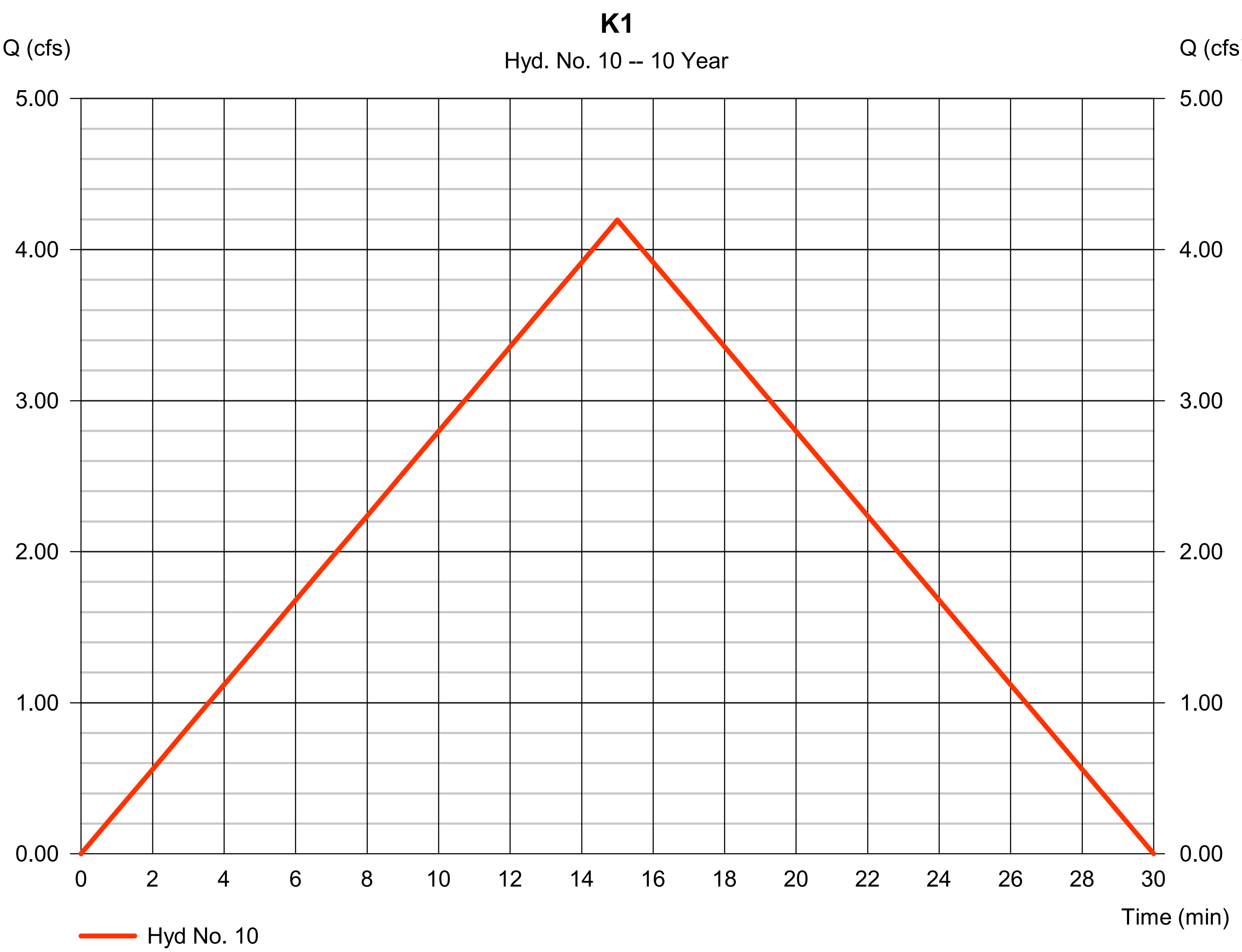
# Hydrograph Report



## Hyd. No. 10

K1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 4.196 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 3,776 cuft |
| Drainage area | = 1.350 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



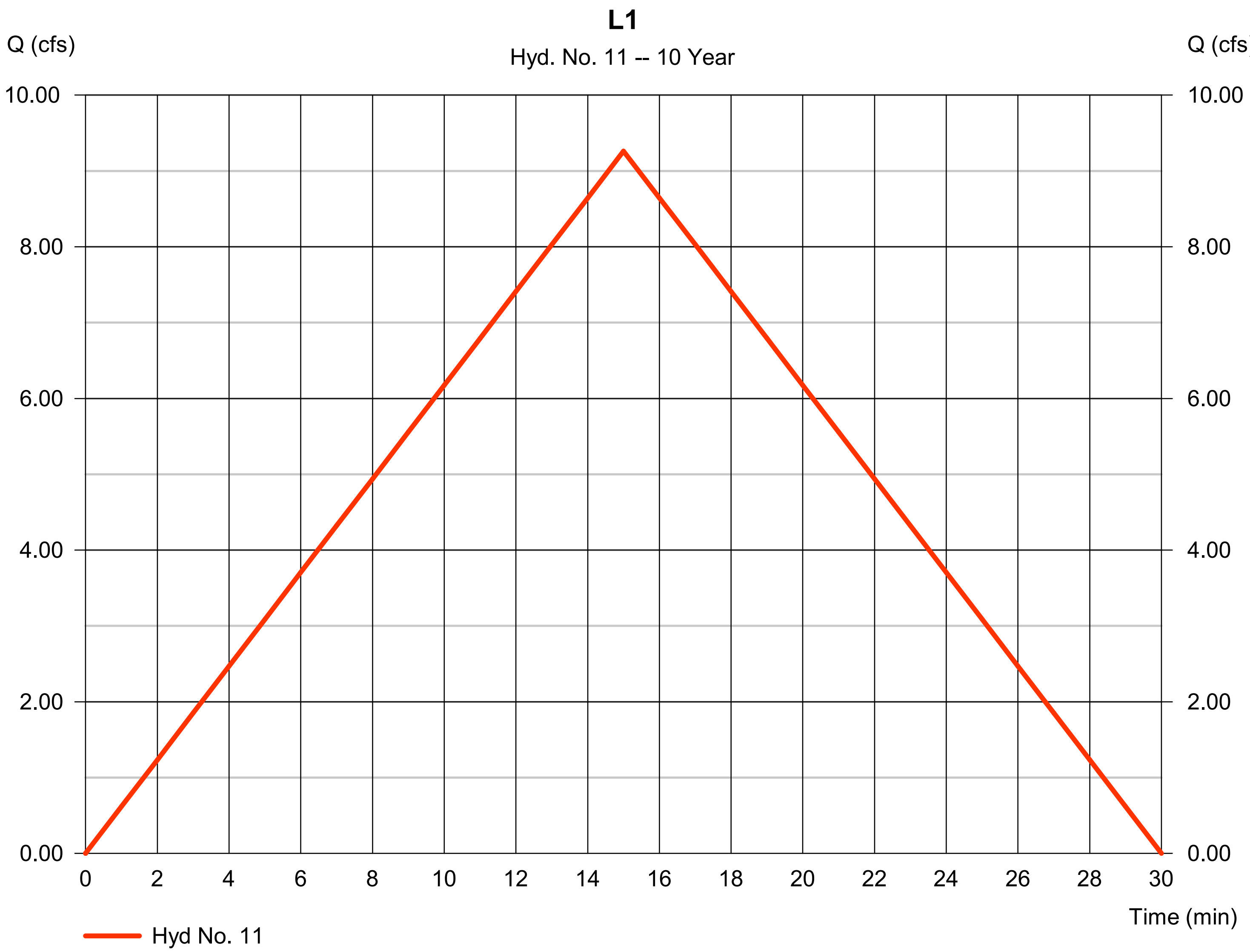
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 11

L1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 9.262 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 8,336 cuft |
| Drainage area | = 2.980 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



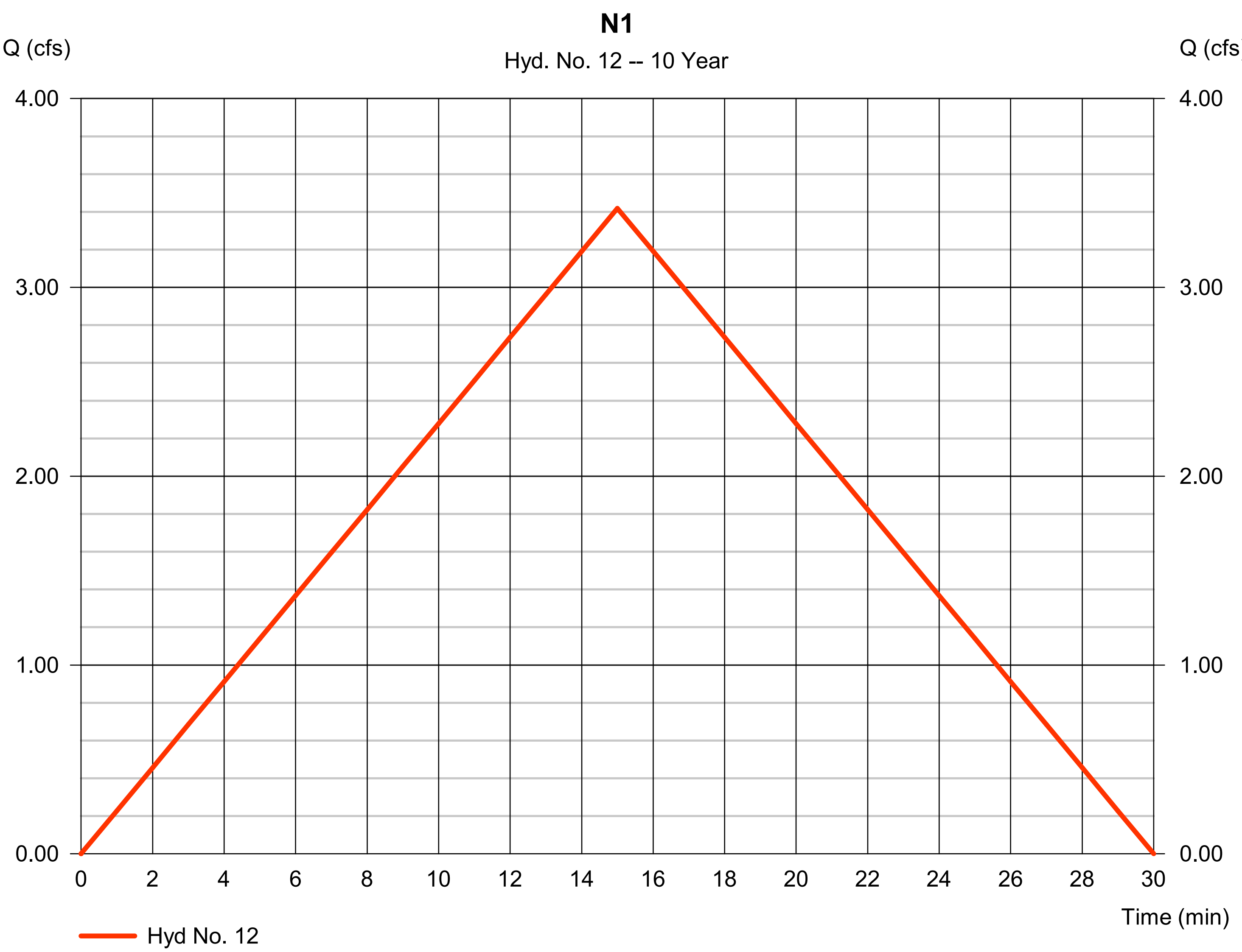
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 12

N1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 3.419 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 3,077 cuft |
| Drainage area | = 1.100 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 13

M1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 0.435 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 392 cuft |
| Drainage area | = 0.140 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

# Hydrograph Report



## Hyd. No. 14

D1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 3.139 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 2,825 cuft |
| Drainage area | = 1.010 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

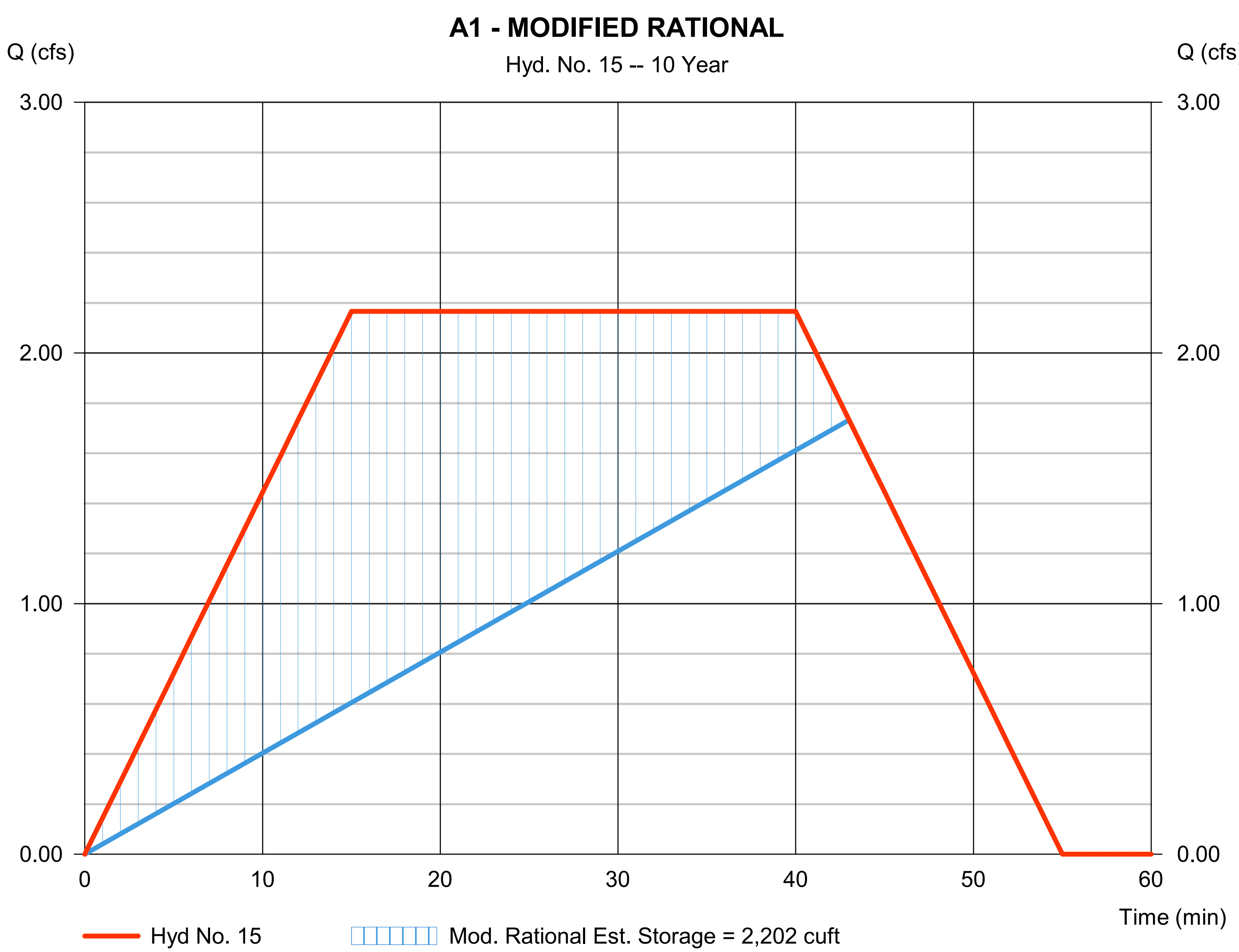
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 15

A1 - MODIFIED RATIONAL

| | | | |
|---|---|---|---|
| Hydrograph type | = Mod. Rational | Peak discharge | = 2.166 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 5,206 cuft |
| Drainage area | = 1.210 ac | Runoff coeff. | = 0.6 |
| Intensity | = 2.984 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Storm duration | = 2.7 x Tc |
| Target Q | =1.800 cfs | Est. Req'd Storage | =2,202 cuft |



# Hydrograph Report

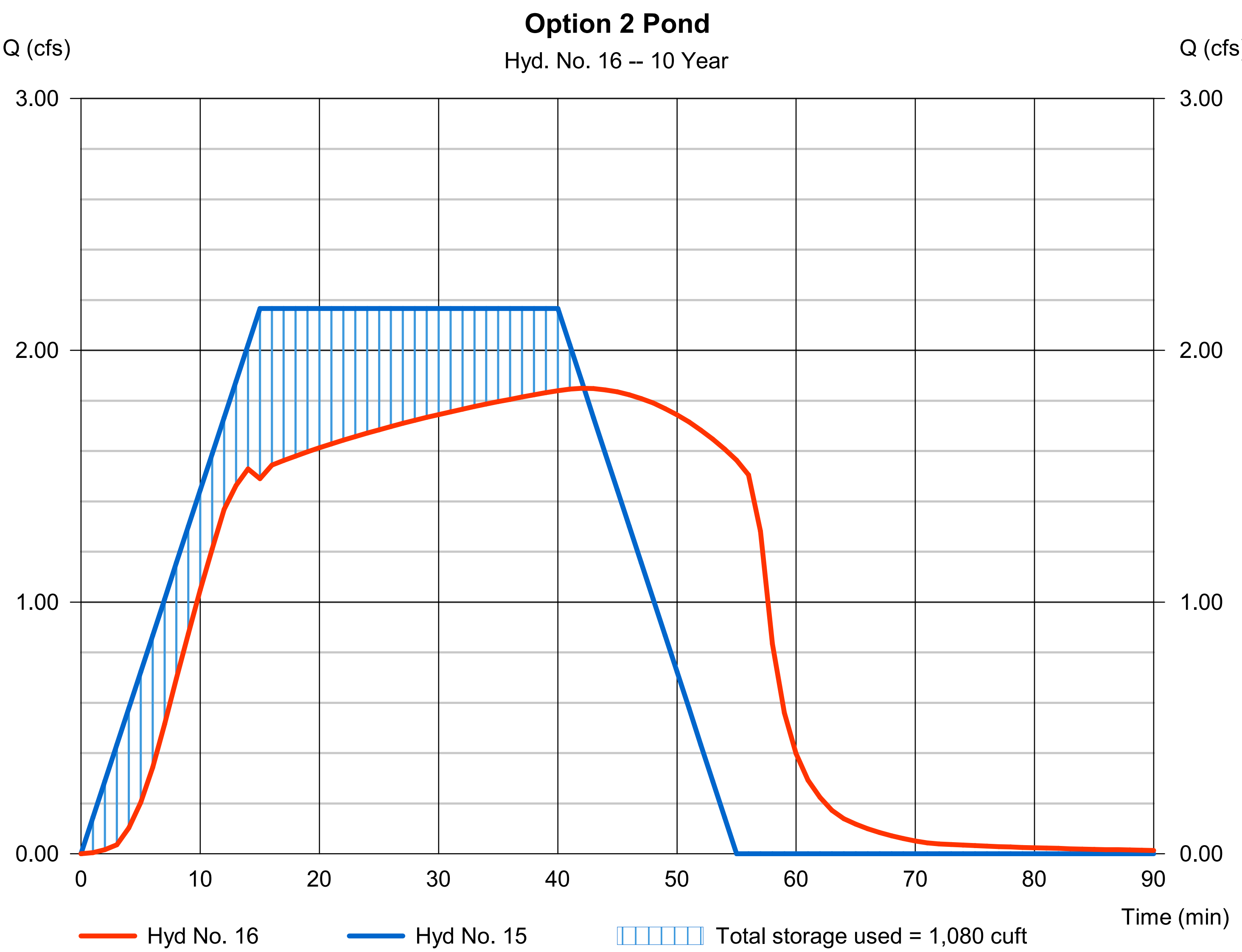
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 16

Option 2 Pond

| | | | |
|---|---|---|---|
| Hydrograph type | = Reservoir | Peak discharge | = 1.849 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 42 min |
| Time interval | = 1 min | Hyd. volume | = 5,199 cuft |
| Inflow hyd. No. | = 15 - A1 - MODIFIED RATIONAL | Max. Elevation | = 1194.61 ft |
| Reservoir name | = Option 2 Pond | Max. Storage | = 1,080 cuft |

Storage Indication method used.



# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 — Friday, 11 / 8 / 2024

## Hyd. No. 17

A1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 5.004 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 4,504 cuft |
| Drainage area | = 1.610 ac | Runoff coeff. | = 0.6 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 18

A1 - PRE-DEV

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 2.502 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 2,252 cuft |
| Drainage area | = 1.610 ac | Runoff coeff. | = 0.3 |
| Intensity | = 5.180 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

# Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

| Hyd. No. | Hydrograph type (origin) | Peak flow (cfs) | Time interval (min) | Time to Peak (min) | Hyd. volume (cuft) | Inflow hyd(s) | Maximum elevation (ft) | Total strge used (cuft) | Hydrograph Description |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Rational | 7.215 | 1 | 15 | 6,493 | ------ | ------ | ------ | B1 |
| 2 | Rational | 20.26 | 1 | 15 | 18,232 | ------ | ------ | ------ | C1 |
| 3 | Rational | 11.52 | 1 | 15 | 10,365 | ------ | ------ | ------ | E1 |
| 4 | Rational | 0.370 | 1 | 15 | 333 | ------ | ------ | ------ | EX1 (OUTFALL) |
| 5 | Rational | 55.68 | 1 | 15 | 50,116 | ------ | ------ | ------ | F1 |
| 6 | Rational | 0.694 | 1 | 15 | 624 | ------ | ------ | ------ | G1 |
| 7 | Rational | 3.607 | 1 | 15 | 3,247 | ------ | ------ | ------ | H1 |
| 8 | Rational | 0.647 | 1 | 15 | 583 | ------ | ------ | ------ | I1 |
| 9 | Rational | 15.54 | 1 | 15 | 13,986 | ------ | ------ | ------ | J1 |
| 10 | Rational | 6.244 | 1 | 15 | 5,619 | ------ | ------ | ------ | K1 |
| 11 | Rational | 13.78 | 1 | 15 | 12,404 | ------ | ------ | ------ | L1 |
| 12 | Rational | 5.087 | 1 | 15 | 4,579 | ------ | ------ | ------ | N1 |
| 13 | Rational | 0.647 | 1 | 15 | 583 | ------ | ------ | ------ | M1 |
| 14 | Rational | 4.671 | 1 | 15 | 4,204 | ------ | ------ | ------ | D1 |
| 15 | Mod. Rational | 3.116 | 1 | 15 | 8,440 | ------ | ------ | ------ | A1 - MODIFIED RATIONAL |
| 16 | Reservoir | 2.282 | 1 | 49 | 8,411 | 15 | 1195.67 | 2,676 | Option 2 Pond |
| 17 | Rational | 7.446 | 1 | 15 | 6,702 | ------ | ------ | ------ | A1 |
| 18 | Rational | 3.723 | 1 | 15 | 3,351 | ------ | ------ | ------ | A1 - PRE-DEV |

| Abilene Drainage Study Hydrograph CH (Updated Areas & T. Cooper | Return Period: 100 Year | Friday, 11 / 8 / 2024 |
|---|---|---|

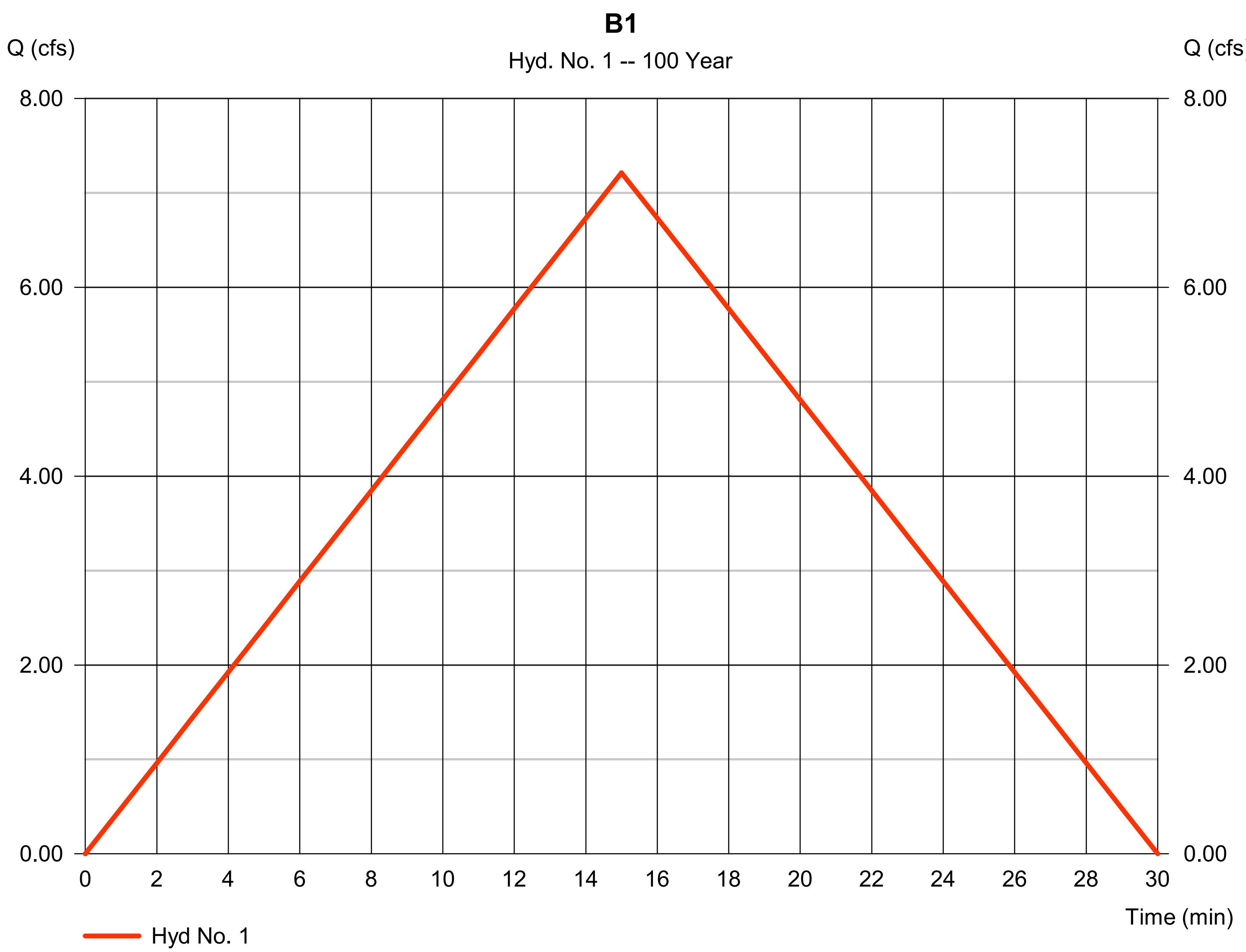
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 1

B1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 7.215 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 6,493 cuft |
| Drainage area | = 1.560 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



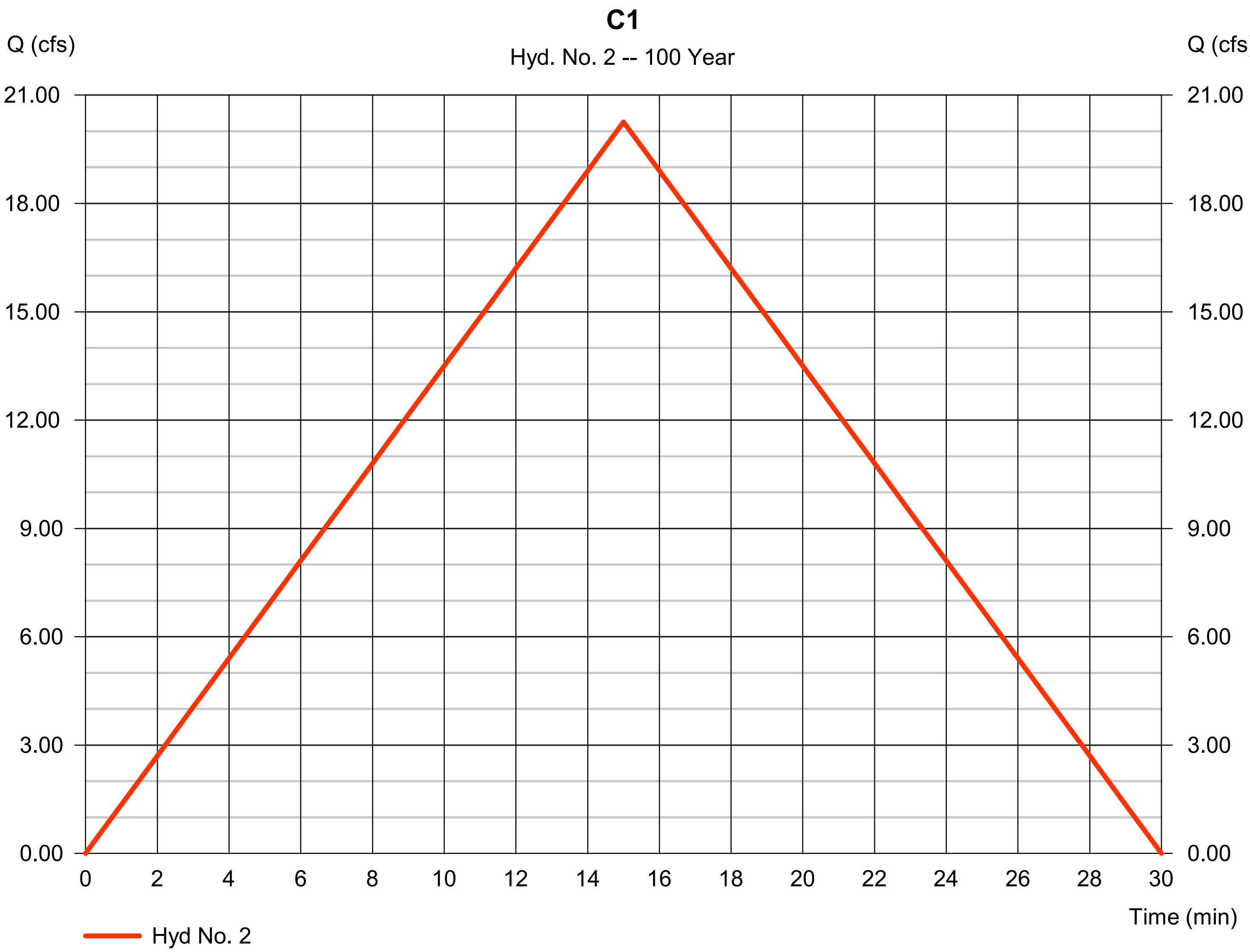
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 2

C1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 20.26 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 18,232 cuft |
| Drainage area | = 4.380 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 — Friday, 11 / 8 / 2024

## Hyd. No. 3

E1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 11.52 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 10,365 cuft |
| Drainage area | = 2.490 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

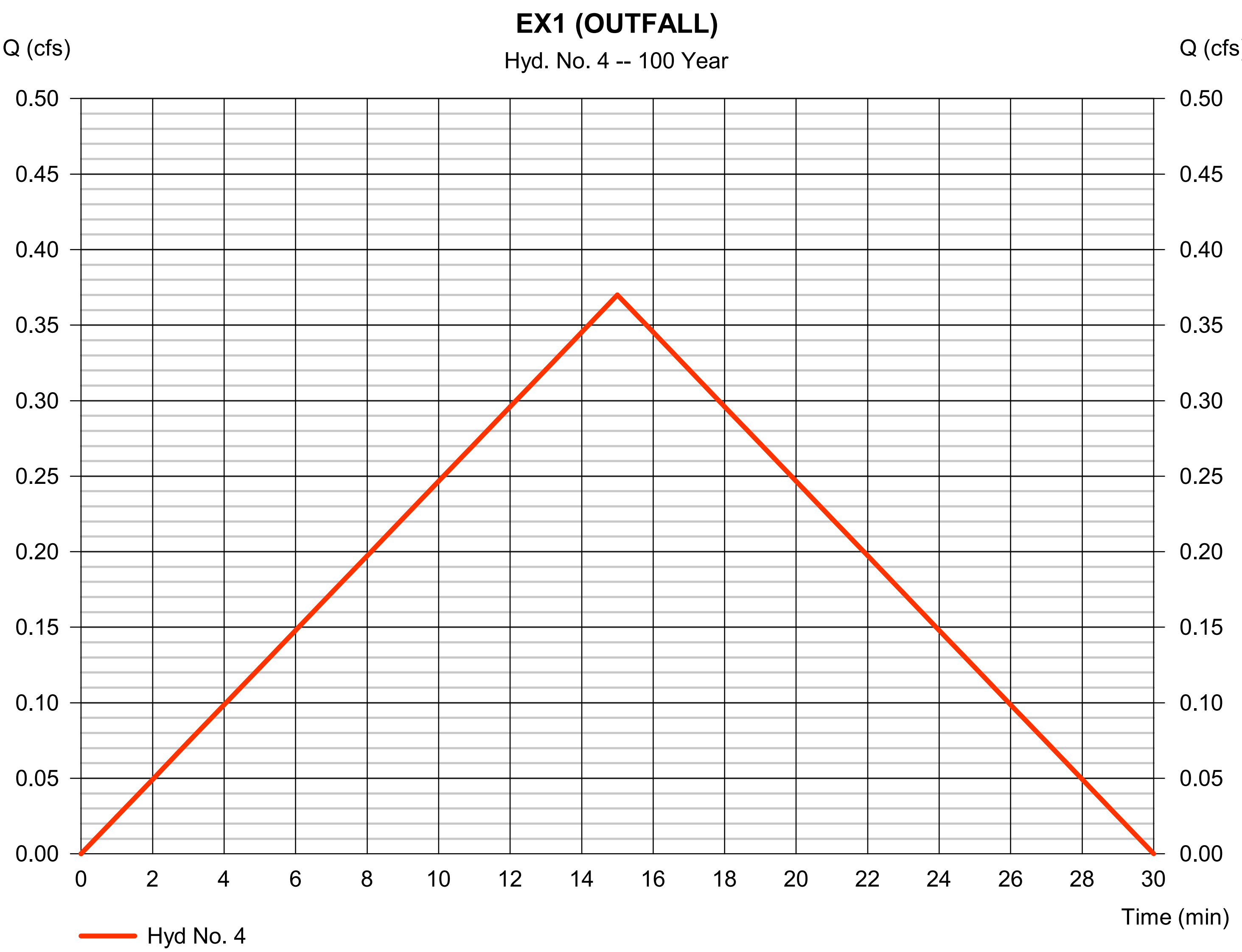
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 4

EX1 (OUTFALL)

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 0.370 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 333 cuft |
| Drainage area | = 0.080 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



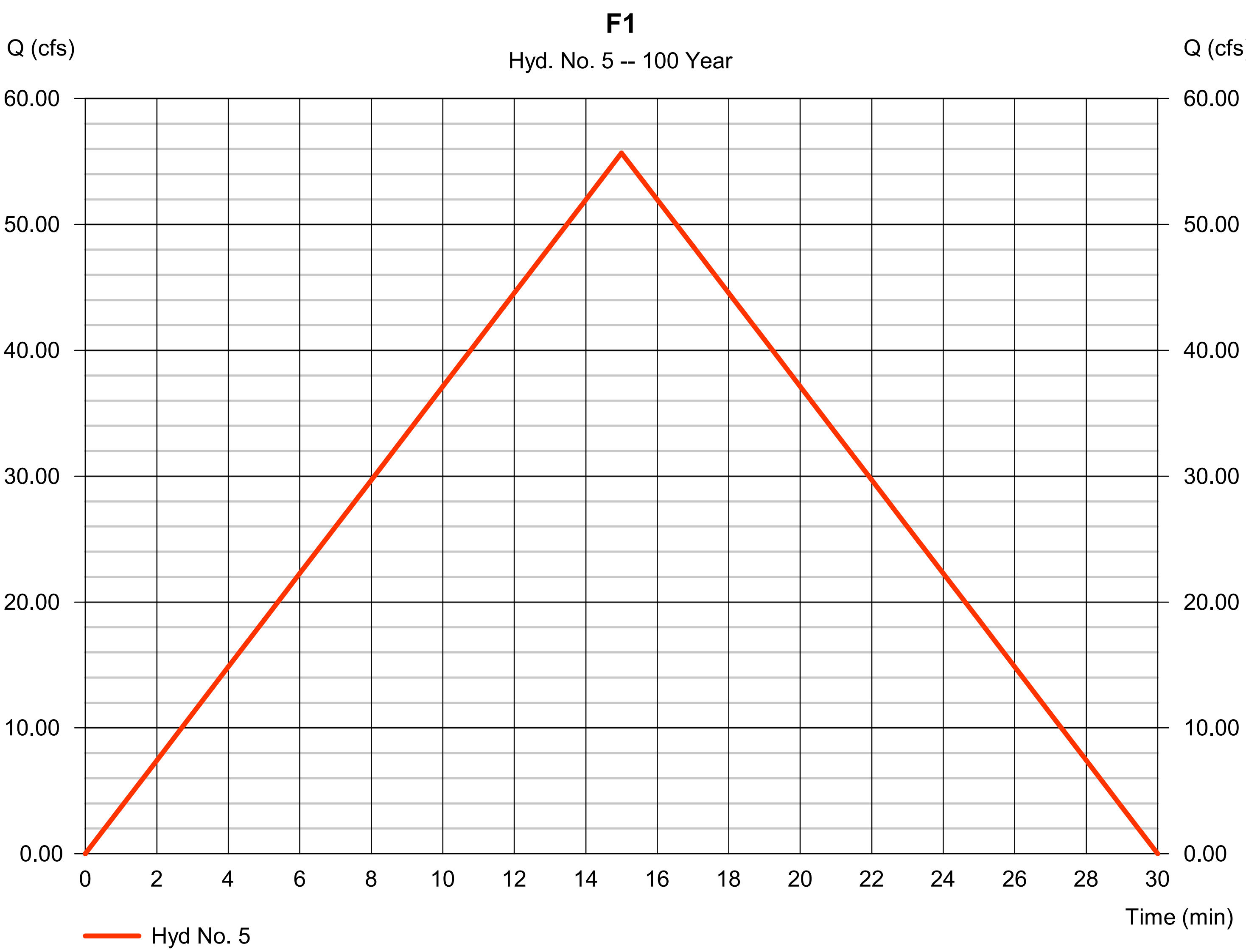
# Hydrograph Report



## Hyd. No. 5

F1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 55.68 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 50,116 cuft |
| Drainage area | = 12.040 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 6

G1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 0.694 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 624 cuft |
| Drainage area | = 0.150 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 7

H1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 3.607 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 3,247 cuft |
| Drainage area | = 0.780 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 8

I1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 0.647 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 583 cuft |
| Drainage area | = 0.140 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |

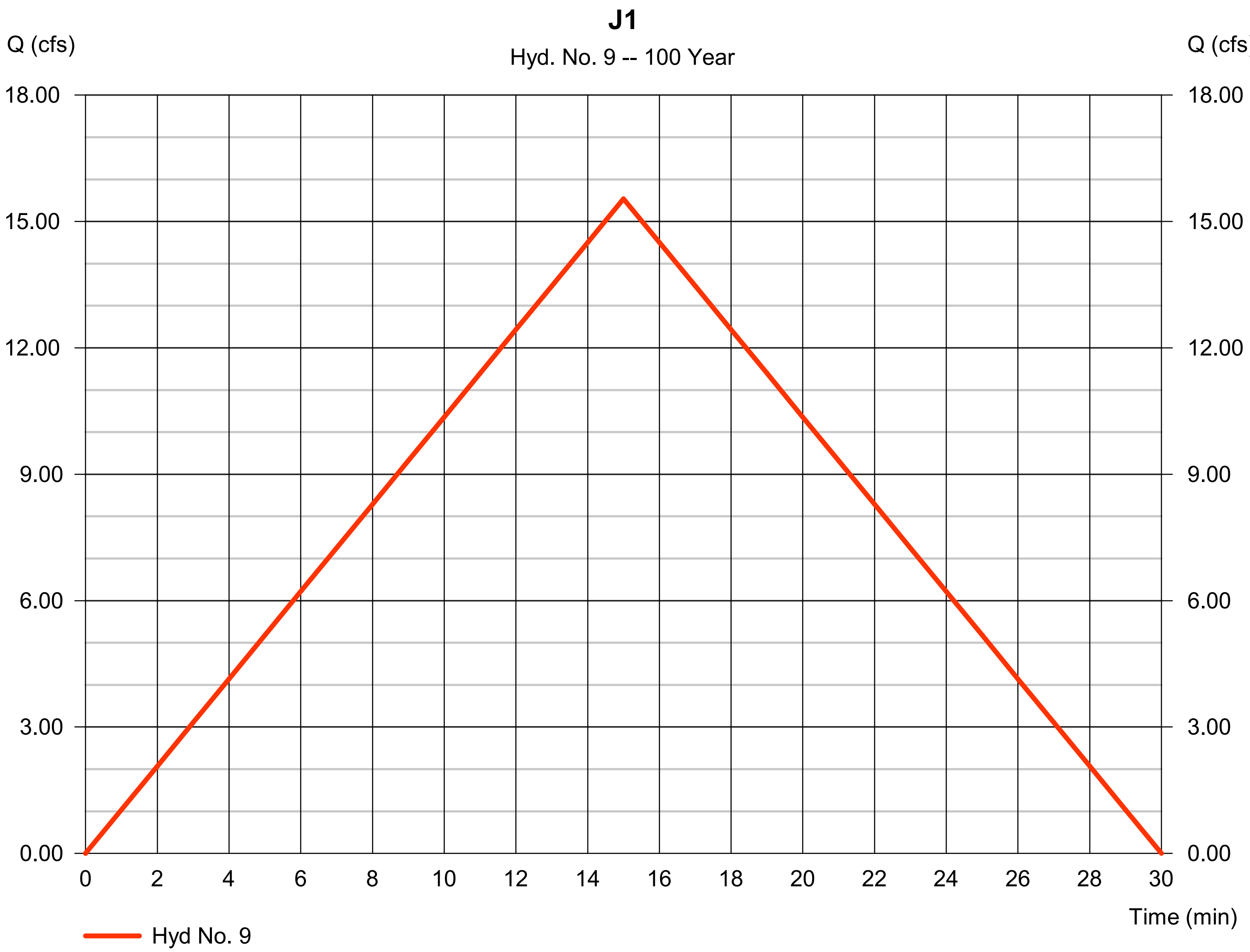
# Hydrograph Report



## Hyd. No. 9

J1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 15.54 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 13,986 cuft |
| Drainage area | = 3.360 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



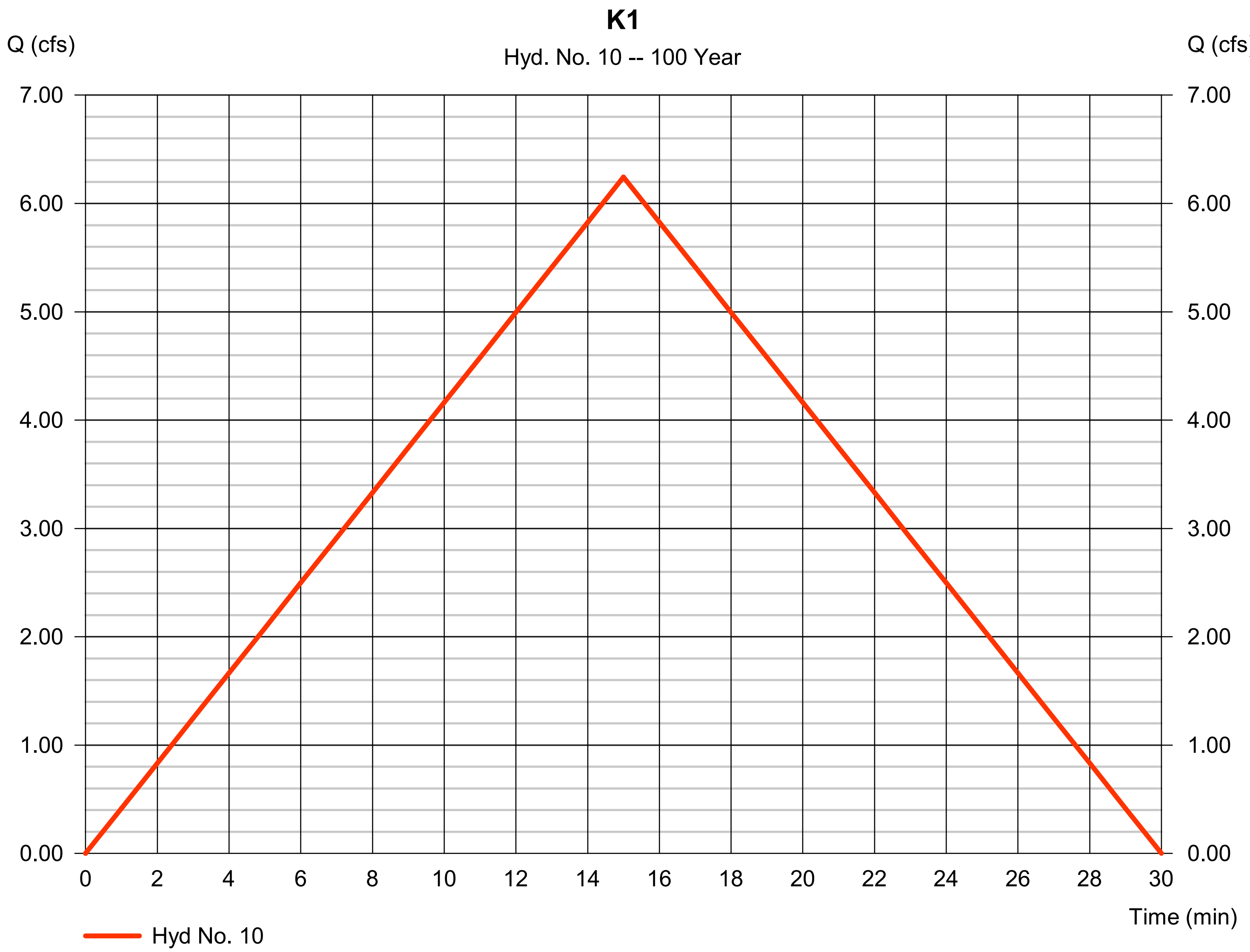
# Hydrograph Report



## Hyd. No. 10

K1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 6.244 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 5,619 cuft |
| Drainage area | = 1.350 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



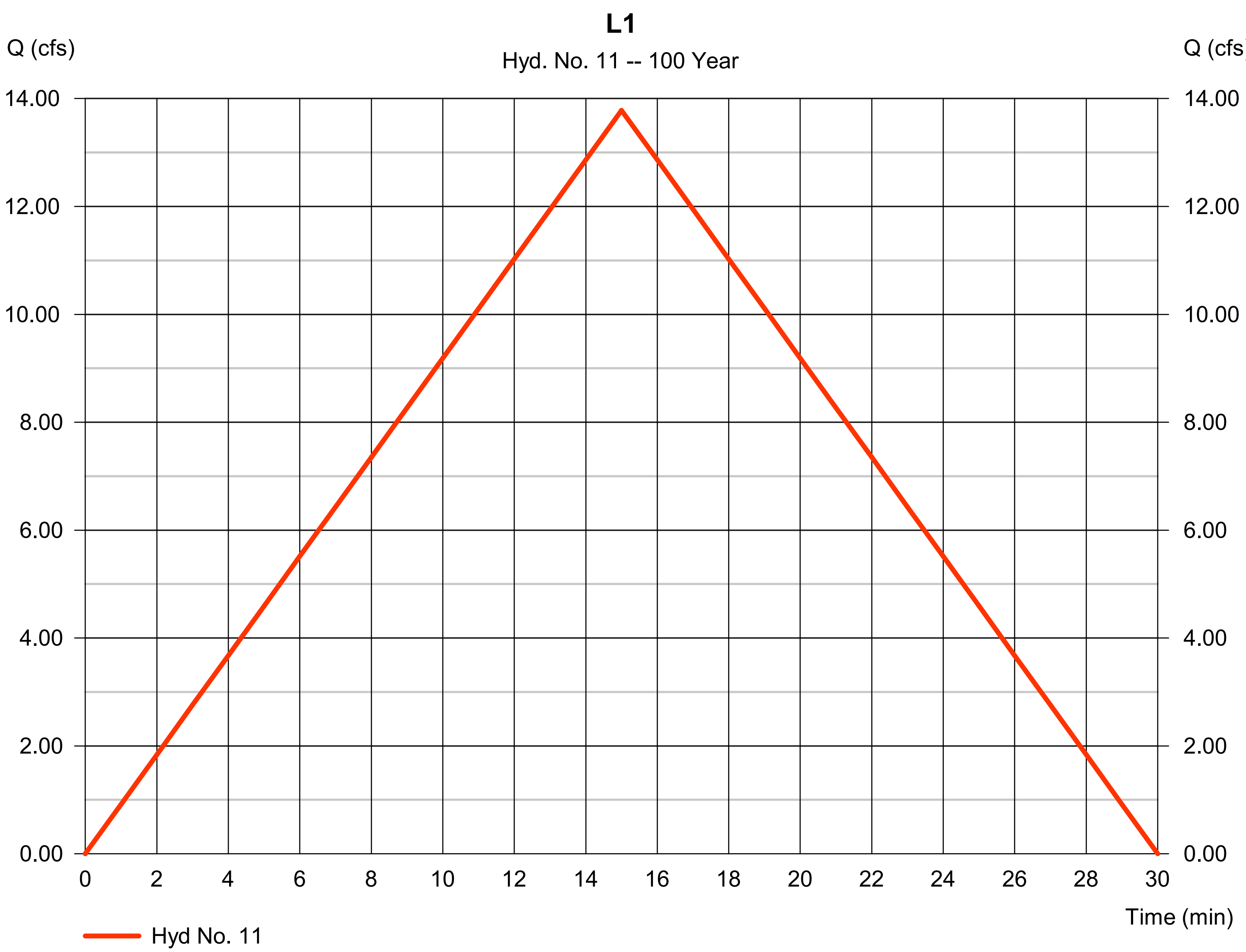
# Hydrograph Report



## Hyd. No. 11

L1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 13.78 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 12,404 cuft |
| Drainage area | = 2.980 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



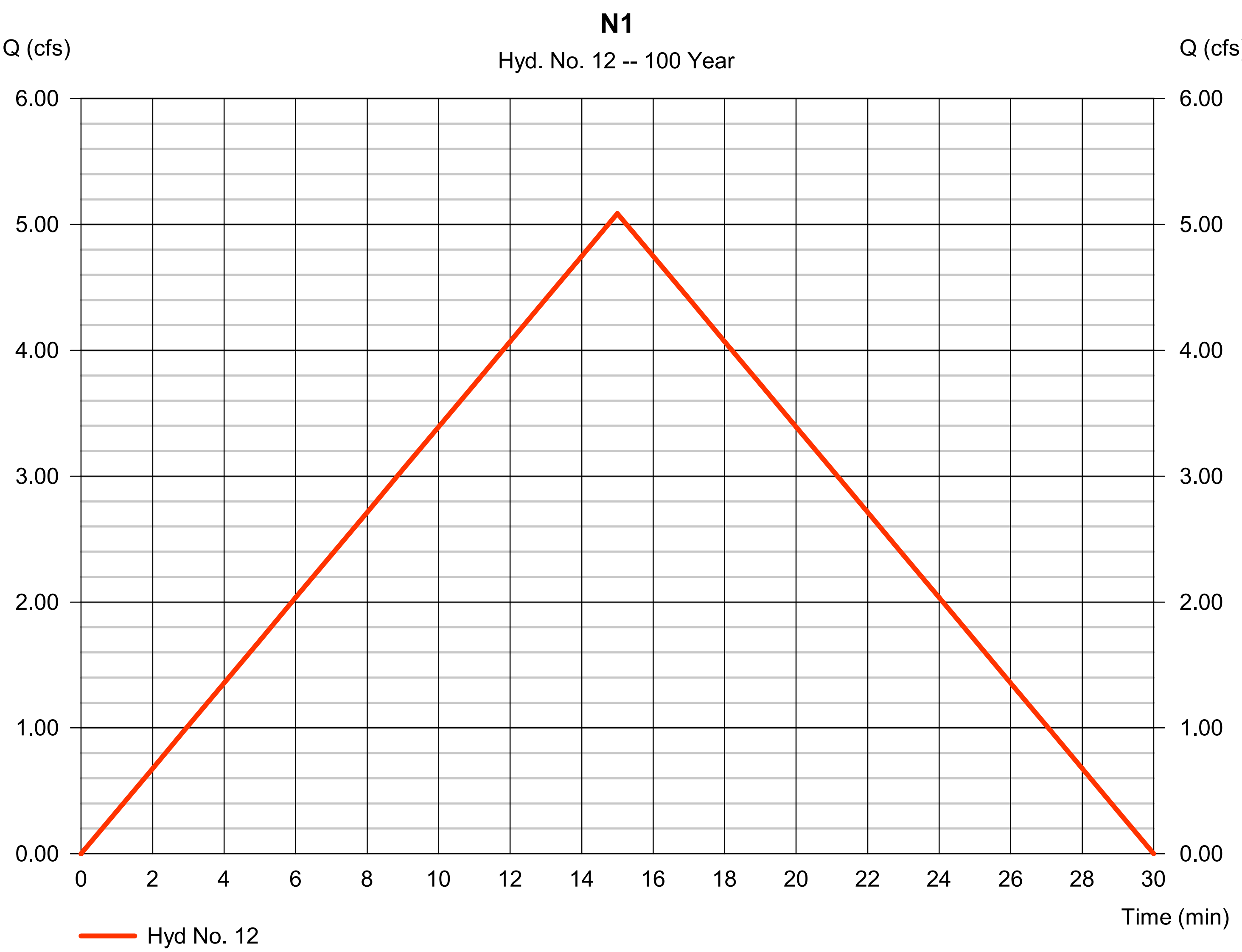
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 12

N1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 5.087 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 4,579 cuft |
| Drainage area | = 1.100 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



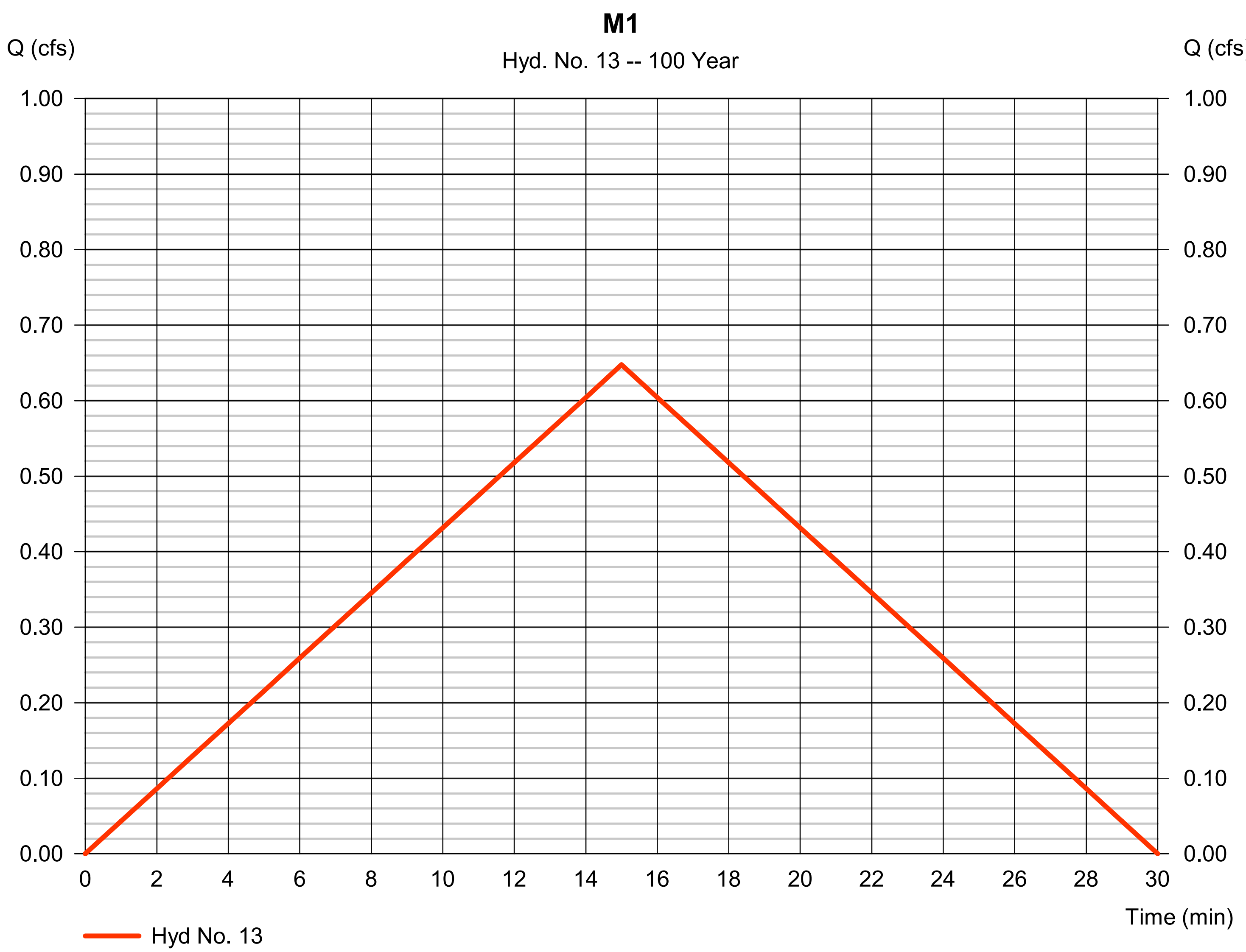
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 13

M1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 0.647 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 583 cuft |
| Drainage area | = 0.140 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



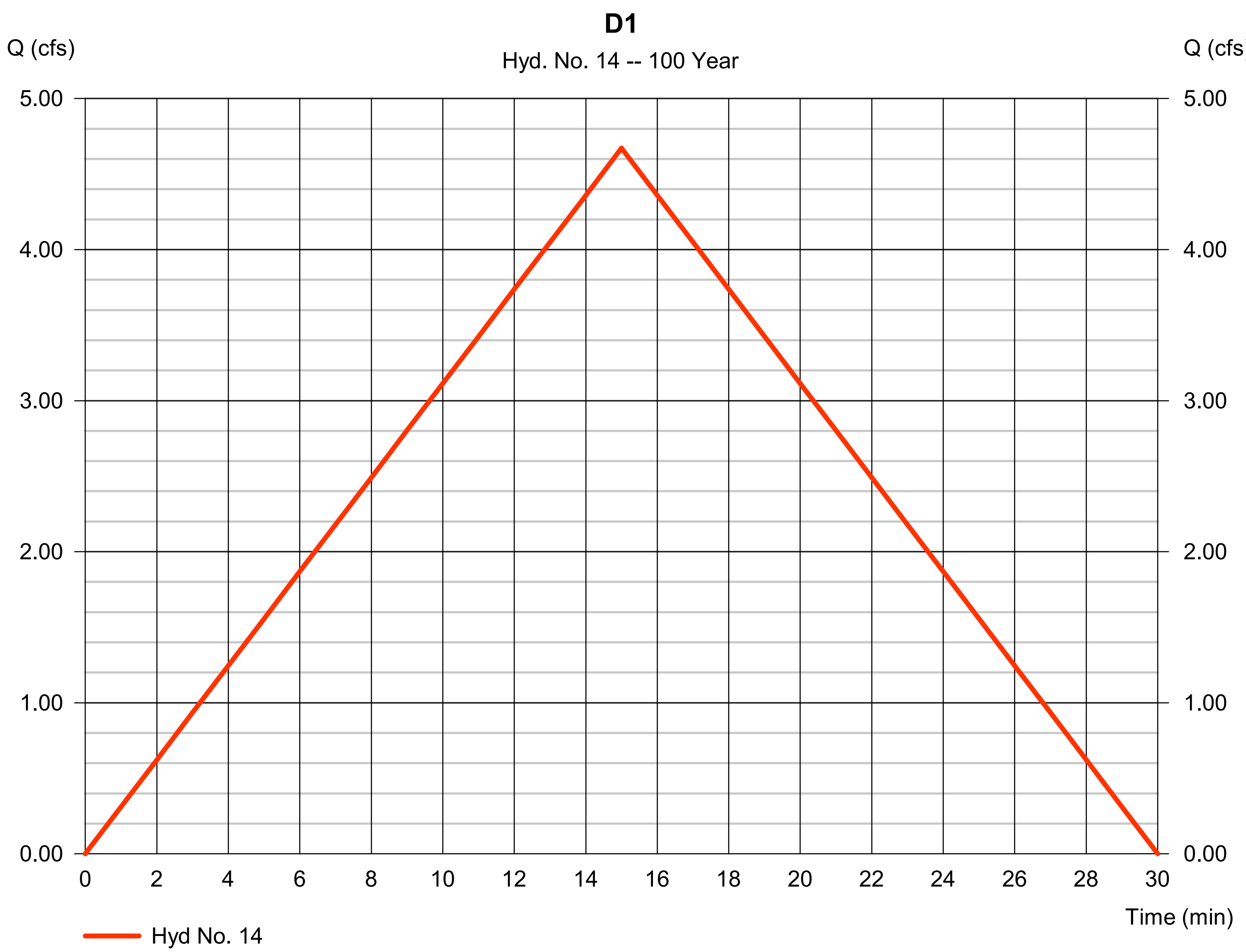
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 14

D1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 4.671 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 4,204 cuft |
| Drainage area | = 1.010 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



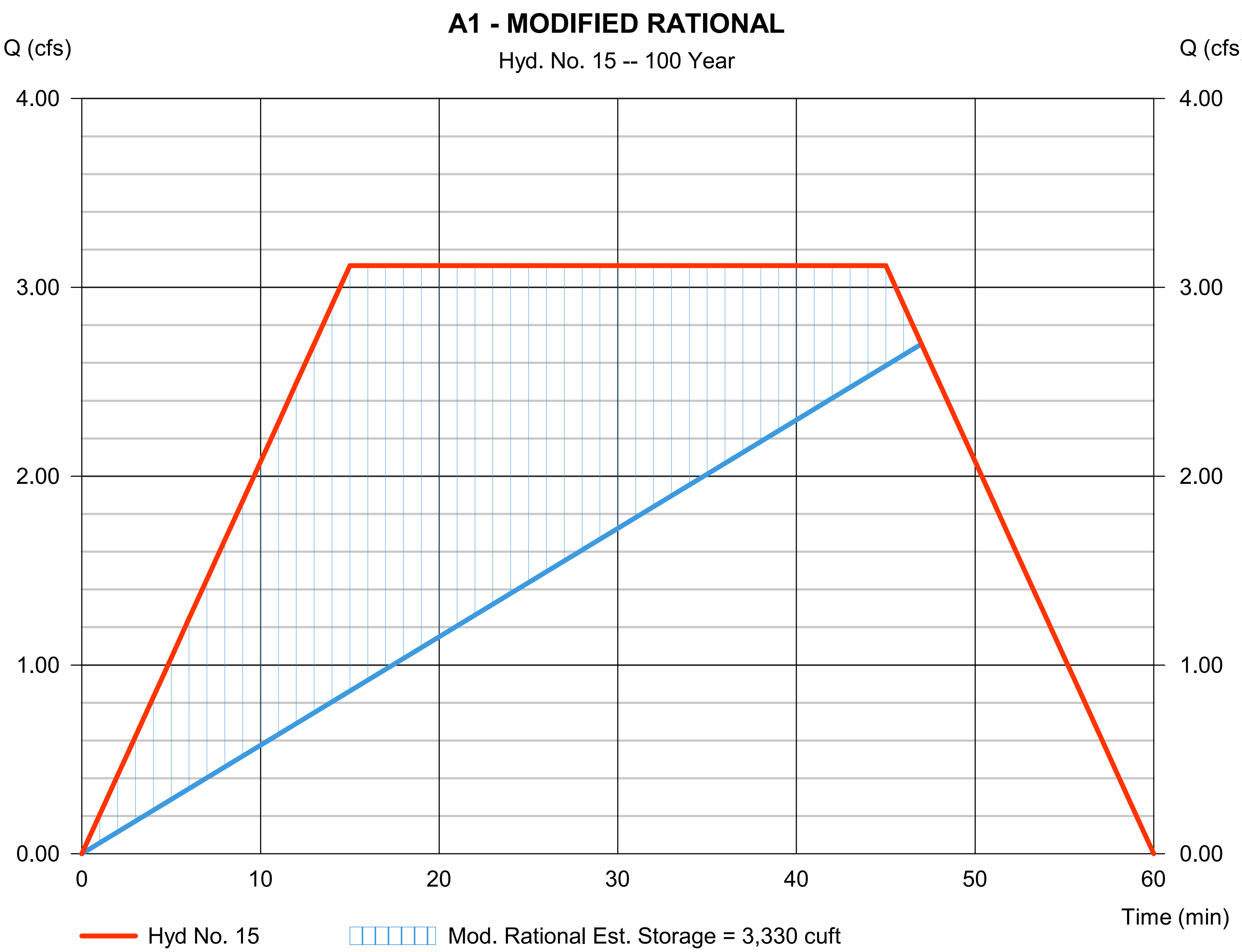
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 15

A1 - MODIFIED RATIONAL

| | | | |
|---|---|---|---|
| Hydrograph type | = Mod. Rational | Peak discharge | = 3.116 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 8,440 cuft |
| Drainage area | = 1.210 ac | Runoff coeff. | = 0.6 |
| Intensity | = 4.292 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Storm duration | = 3.0 x Tc |
| Target Q | =2.800 cfs | Est. Req'd Storage | =3,330 cuft |



# Hydrograph Report

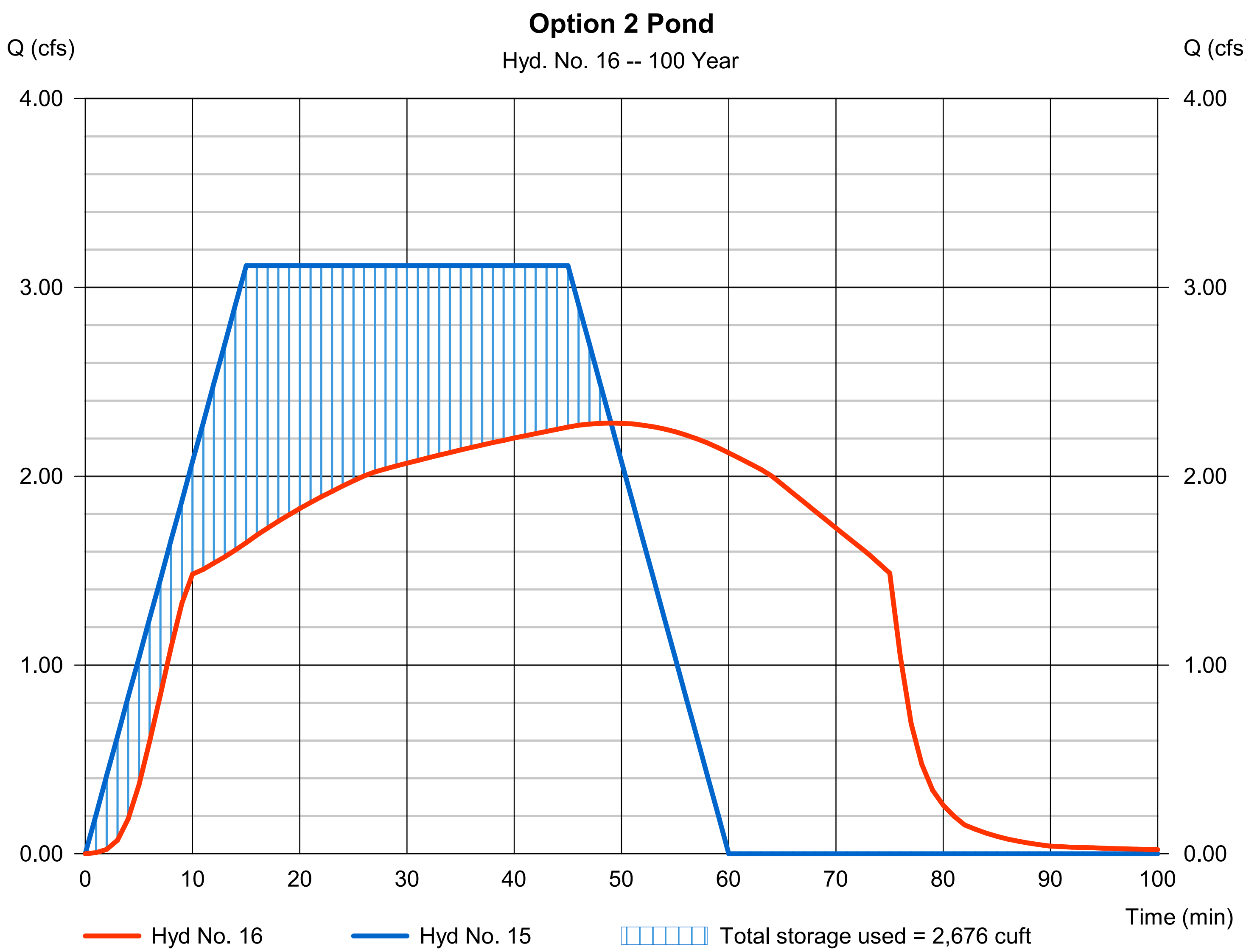
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 16

Option 2 Pond

| | | | |
|---|---|---|---|
| Hydrograph type | = Reservoir | Peak discharge | = 2.282 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 49 min |
| Time interval | = 1 min | Hyd. volume | = 8,411 cuft |
| Inflow hyd. No. | = 15 - A1 - MODIFIED RATIONAL | Max. Elevation | = 1195.67 ft |
| Reservoir name | = Option 2 Pond | Max. Storage | = 2,676 cuft |

Storage Indication method used.



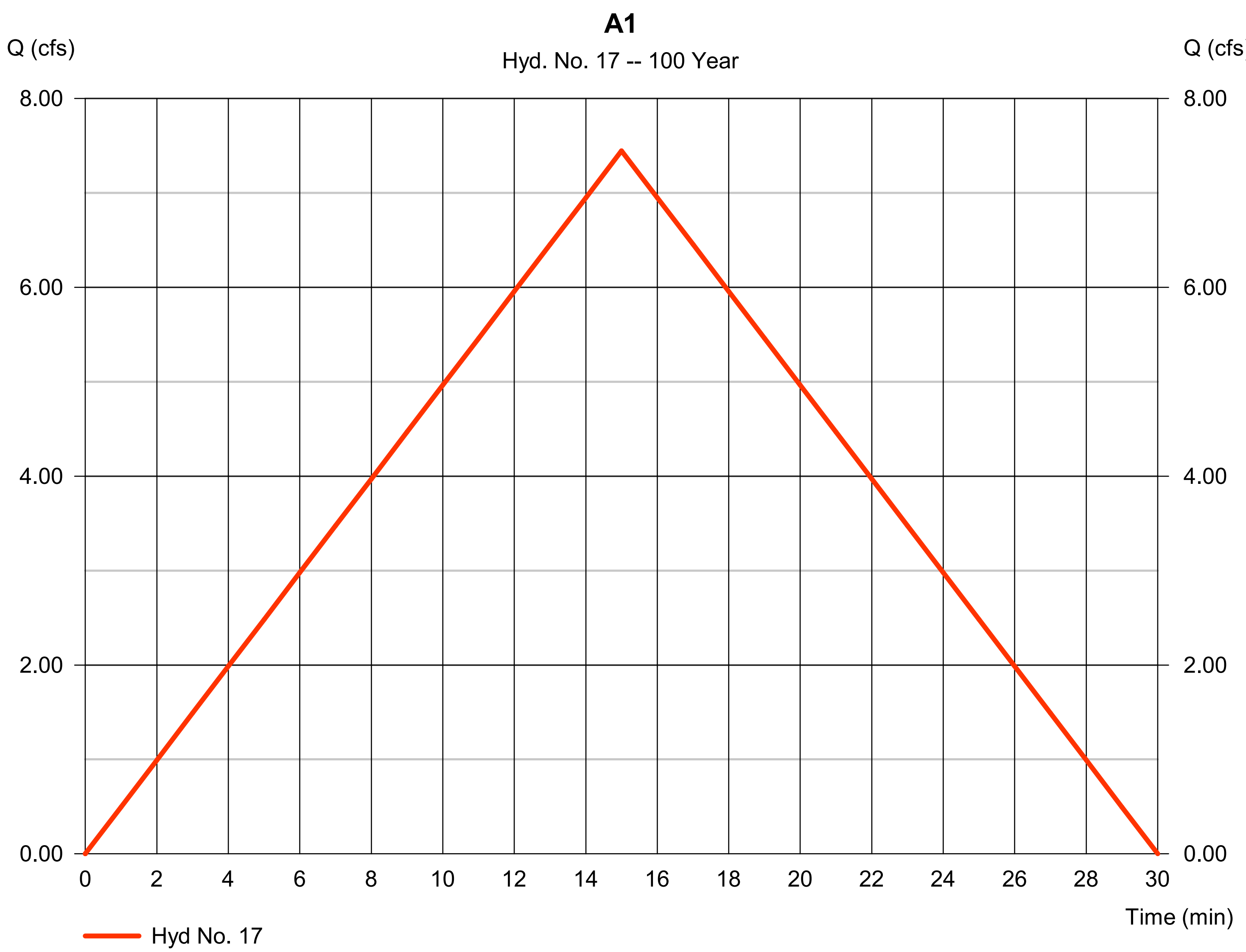
# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Friday, 11 / 8 / 2024

## Hyd. No. 17

A1

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 7.446 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 6,702 cuft |
| Drainage area | = 1.610 ac | Runoff coeff. | = 0.6 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



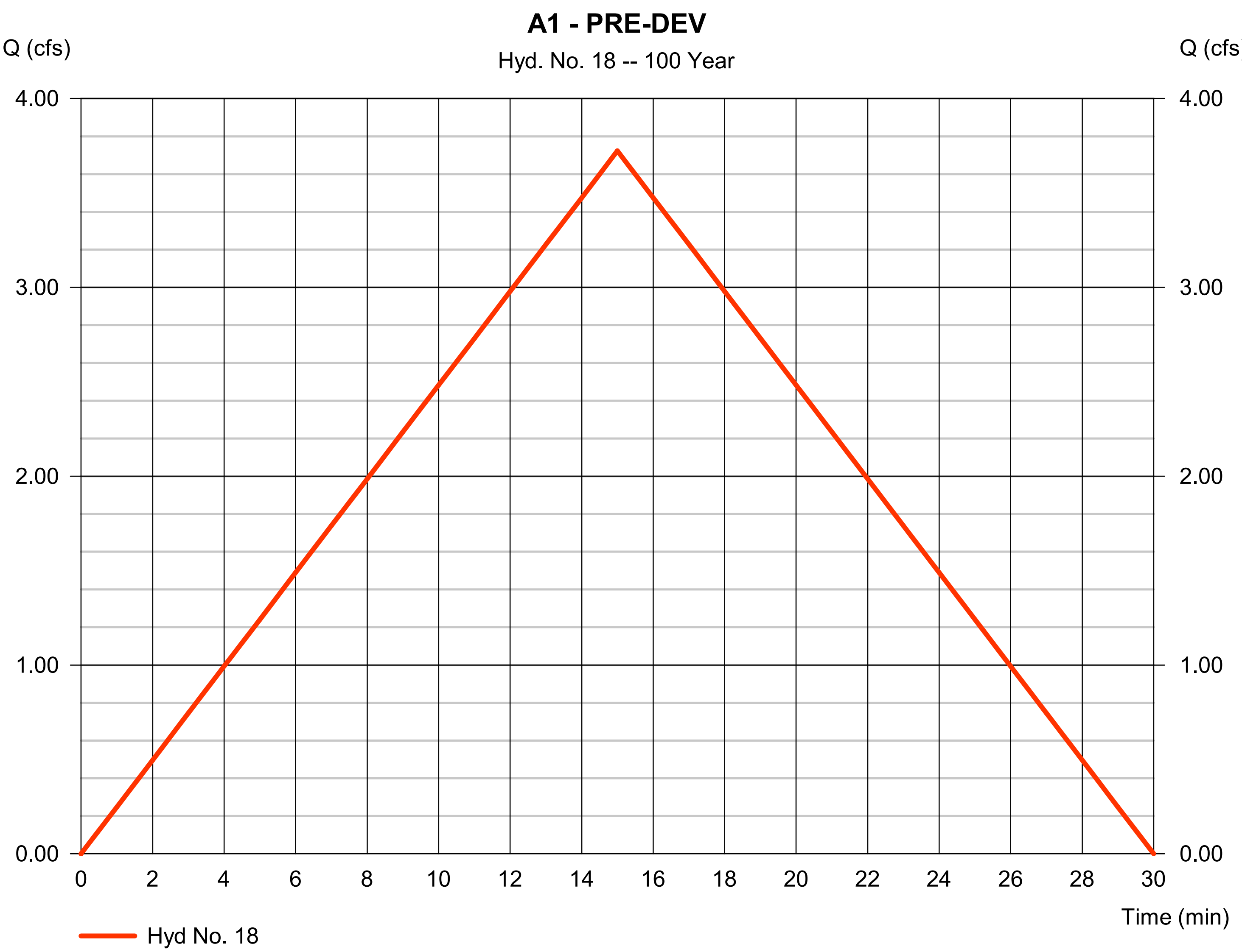
# Hydrograph Report



## Hyd. No. 18

A1 - PRE-DEV

| | | | |
|---|---|---|---|
| Hydrograph type | = Rational | Peak discharge | = 3.723 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 15 min |
| Time interval | = 1 min | Hyd. volume | = 3,351 cuft |
| Drainage area | = 1.610 ac | Runoff coeff. | = 0.3 |
| Intensity | = 7.708 in/hr | Tc by User | = 15.00 min |
| IDF Curve | = Dickinson Co.IDF | Asc/Rec limb fact | = 1/1 |



# Hydraflow Rainfall Report



| Return Period (Yrs) | Intensity-Duration-Frequency Equation Coefficients (FHA) | | | |
|---|---|---|---|---|
| | B | D | E | (N/A) |
| 1 | 25.7181 | 5.3000 | 0.7070 | -------- |
| 2 | 29.0047 | 5.1000 | 0.6969 | -------- |
| 3 | 0.0000 | 0.0000 | 0.0000 | -------- |
| 5 | 36.1916 | 5.2000 | 0.6956 | -------- |
| 10 | 38.0214 | 4.6000 | 0.6699 | -------- |
| 25 | 41.0167 | 4.0000 | 0.6429 | -------- |
| 50 | 40.7351 | 3.2000 | 0.6105 | -------- |
| 100 | 41.8686 | 2.7000 | 0.5889 | -------- |

File name: Dickinson Co.IDF

### Intensity = B / (Tc + D)^E

| Return Period (Yrs) | Intensity Values (in/hr) | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 5 min | 10 | 15 | 20 | 25 | 30 | 35 | 40 | 45 | 50 | 55 | 60 |
| 1 | 4.95 | 3.74 | 3.06 | 2.62 | 2.31 | 2.07 | 1.88 | 1.74 | 1.61 | 1.51 | 1.42 | 1.34 |
| 2 | 5.79 | 4.37 | 3.58 | 3.07 | 2.70 | 2.43 | 2.21 | 2.04 | 1.90 | 1.77 | 1.67 | 1.58 |
| 3 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5 | 7.20 | 5.45 | 4.47 | 3.84 | 3.38 | 3.04 | 2.77 | 2.55 | 2.37 | 2.22 | 2.09 | 1.98 |
| 10 | 8.36 | 6.31 | 5.18 | 4.45 | 3.93 | 3.54 | 3.23 | 2.99 | 2.78 | 2.61 | 2.46 | 2.33 |
| 25 | 9.99 | 7.52 | 6.18 | 5.32 | 4.71 | 4.25 | 3.89 | 3.60 | 3.36 | 3.16 | 2.98 | 2.83 |
| 50 | 11.27 | 8.43 | 6.93 | 5.97 | 5.30 | 4.80 | 4.41 | 4.09 | 3.82 | 3.60 | 3.41 | 3.24 |
| 100 | 12.58 | 9.37 | 7.71 | 6.66 | 5.92 | 5.37 | 4.94 | 4.59 | 4.30 | 4.05 | 3.84 | 3.66 |

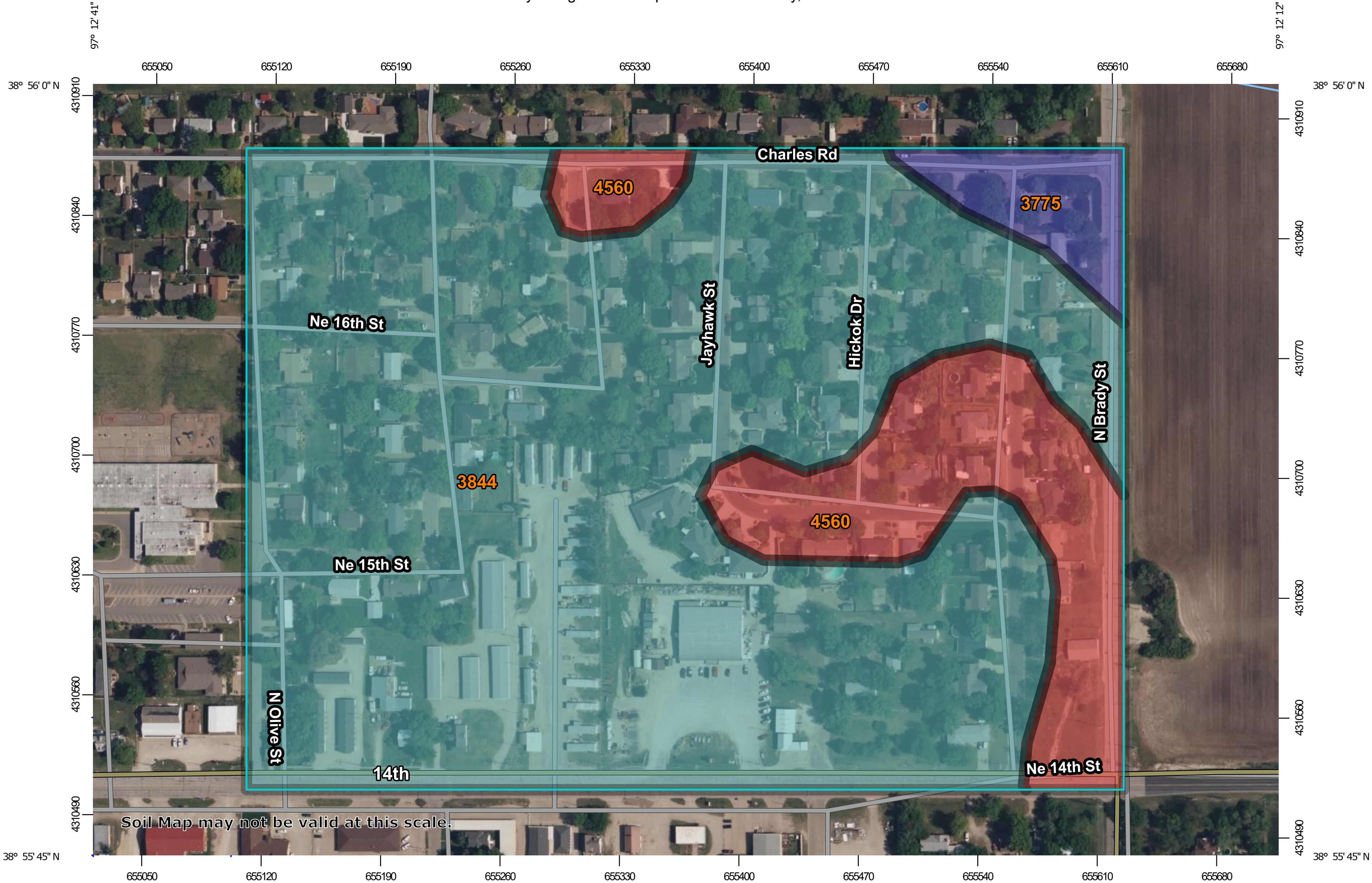
Tc = time in minutes. Values may exceed 60.

Precip. file name: Sample.pcp

| Storm Distribution | Rainfall Precipitation Table (in) | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 1-yr | 2-yr | 3-yr | 5-yr | 10-yr | 25-yr | 50-yr | 100-yr |
| SCS 24-hour | 0.00 | 2.20 | 0.00 | 3.30 | 4.25 | 5.77 | 6.80 | 7.95 |
| SCS 6-Hr | 0.00 | 1.80 | 0.00 | 0.00 | 2.60 | 0.00 | 0.00 | 4.00 |
| Huff-1st | 0.00 | 1.55 | 0.00 | 2.75 | 4.00 | 5.38 | 6.50 | 8.00 |
| Huff-2nd | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Huff-3rd | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Huff-4th | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Huff-Indy | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Custom | 0.00 | 1.75 | 0.00 | 2.80 | 3.90 | 5.25 | 6.00 | 7.10 |

# APPENDIX C:

Soils Report




Map Scale: 1:3,180 if printed on A landscape (11" x 8.5") sheet.

Meters: 0, 45, 90, 180, 270

Feet: 0, 150, 300, 600, 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

## MAP LEGEND

**Area of Interest (AOI)**

Area of Interest (AOI)

**Soils**

**Soil Rating Polygons**

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

**Soil Rating Lines**

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

**Soil Rating Points**

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

**Water Features**

Streams and Canals

**Transportation**

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

**Background**

Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Dickinson County, Kansas
Survey Area Data: Version 23, Sep 5, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 15, 2021—Jun 12, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

# Hydrologic Soil Group

| Map unit symbol | Map unit name | Rating | Acres in AOI | Percent of AOI |
|---|---|---|---|---|
| 3775 | Muir silt loam, rarely flooded | B | 1.7 | 3.6% |
| 3844 | Geary silt loam, 3 to 7 percent slopes | C | 39.1 | 81.7% |
| 4560 | Clime silty clay loam, 7 to 15 percent slopes | D | 7.0 | 14.7% |
| **Totals for Area of Interest** | | | **47.8** | **100.0%** |

## Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

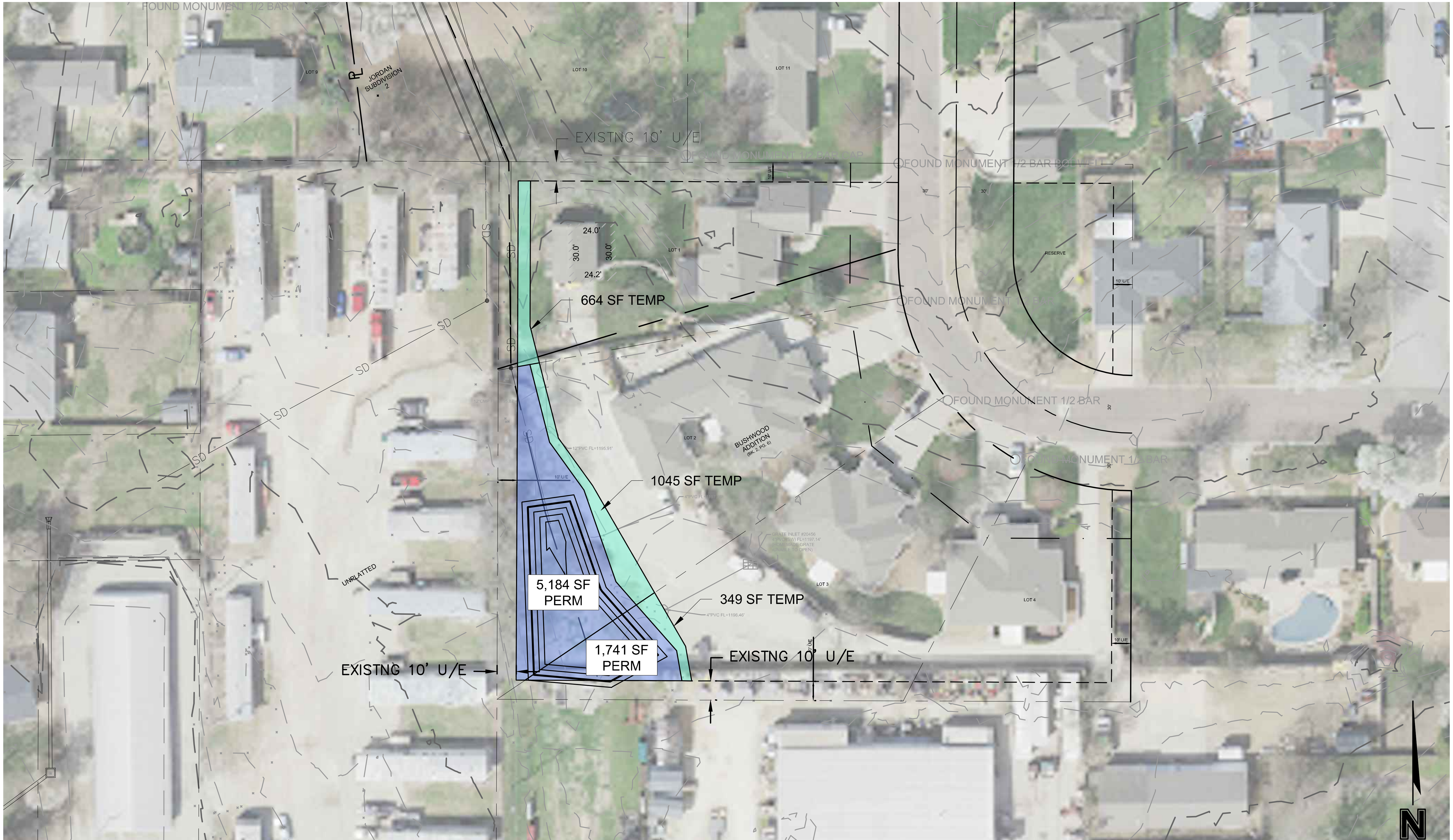
## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff: None Specified*

*Tie-break Rule:* Higher

DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map 02.03.25 - Storm C Grading.dwg
DATE: 2/26/20 USER: jloomis




EAST POND - PROPERTY ACQUISITION

LEGEND

PERMANENT DRAINAGE EASEMENT NEEDED

TEMPORARY EASEMENT NEEDED

0' 25' 50' 100'

SCALE IN FEET


olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502 TEL 785.539.6900 www.olsson.com

ABILENE
KANSAS

## City Commission

**Brandon Rein**
*Mayor*

**Wendy Miller**
*Vice-Mayor*

**John Kollhoff**
*Commissioner*

**Trevor Witt**
*Commissioner*

**Amy Meysenburg**
*Commissioner*

## CITY STAFF

**Ron Marsh**
*City Manager*

**Kelsey Briand**
*Interim Finance Director*

**Shayla Mohr**
*City Clerk*

**Kari Zook**
*Community Development*

**Kellee Timbrook**
*Recreation Director*

**Julie Roller Weeks**
*CVB Director*

**Jason Wilkins**
*Interim Chief of Police*

**Kale Strunk**
*Fire Chief*

**Brad Anderson**
*Public Works Director*

**City Commission Meeting Date:** Monday, July 14, 2025

**Session:** Study Session

**Topic:** Olsson Professional Services for CCLIP Project 021-U-2504-01 located on K15/ Buckeye. (South City limits to SW 6th St).

**Department:** Public Works

**Staff Contact:** PW Director Brad Anderson

**Background:**

Per the City of Abilene's Master Agreement for Professional Services with Olsson Engineering, dated December 20th 2024, the attached is for engineering services for the upcoming KDOT CCLIP project number 021 U-2548-01 located on K15 / Buckeye. (South City Limits to SW 6th.)

The agreement includes Project Management and meetings, Surveying Services, Engineering Services, Bidding Phase Services, and Construction Period Services.

The cost for these services in the agreement is $51,500

**Recommendation:**

Review the agreement for approval as a business item at the July 28th 2025 regular meeting.

**Fiscal Note:**

$51,500 for Master Agreement engineering fees

**Funding Source:**

Department of Commerce & GO Bonds

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Kansas
Department of Transportation
*Bureau of Local Projects*

Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.gov

Calvin E. Reed, P.E., Secretary
Dawn M. Hueske, P.E., Bureau Chief

Laura Kelly, Governor

October 31, 2024

City of Abilene
Mr. Brad Anderson
Public Works Director
601 NW 2nd
Abilene, KS 67410-

Dear Mr. Anderson:

Your awarded SFY 2026 CCLIP-SP project has been programmed and assigned the following project number:

**Project Name:** Abilene: Surface Preservation on K-15
**KDOT Project Number:** 021 U-2548-01

The approved Kansas Department of Transportation Project Authorization for this project is enclosed.

Also, attached to this letter is a Project Schedule. The dates are furnished as a guide to aid in maintaining this project on a recommended project development schedule. The letting date has been tentatively set and the amount of funds and/or the obligation authority available could cause the schedule to be revised. If the letting date is revised or the completion of the items fluctuate significantly from the dates listed, the schedule will be revised to indicate the new tentative letting date and project schedule.

If you have any questions, please do not hesitate to contact us or your BLP Project Manager, Jenny Egging, P.E..

Sincerely,

Cara Hodges
Digitally signed by Cara Hodges
DN: C=US, E=cara.hodges@ks.gov, O=Kansas Department of Transportation, OU=Bureau of Local Projects, CN=Cara Hodges
Date: 2024.10.31 16:18:18-05'00'

for Dawn M. Hueske, P.E., Bureau Chief
Bureau of Local Projects

dmh/cch
Enclosures
cc: Jenny Egging, P.E., BLP Project Manager
Dawn Hueske, P.E., BLP Bureau Chief
Mr. Brent Terstriep, P.E., District Two Engineer
File

# *Kansas Department of Transportation*

## PROJECT SCHEDULE

Bureau of Local Projects (785) 296-3861

| | |
|---|---|
| **Date Prepared:** | October 31, 2024 |
| **Prepared for:** | City of Abilene |
| **KDOT Project Number:** | 021 U-2548-01 |
| **Funding Program:** | CCLIP-SP |
| **Current Tentative Letting Date:** | 9/17/2025 |

## NOTICE

**The following dates are furnished as a guide to aid in maintaining this project on a schedule which will insure the letting date indicated. The letting date has been tentatively set and the amount of funds and/or the obligation authority available could cause the schedule to be revised. If the letting date is revised or the completion of items fluctuate significantly from the established dates listed, this schedule will be revised to indicated the new tentative letting date and project schedule.**

***Plans forwarded to BLP will not be processed without a current detailed estimate.***

| ITEMS TO BE COMPLETED | Months to Letting | DEADLINE COMPLETION DATE | DATE COMPLETED -For Your Use Only- |
|---|---|---|---|
| Consultant Design Contract to be Executed by | 14.0 | July 24, 2024 | |
| Pre-Design Field Check | 12.0 | September 22, 2024 | |
| Field Check Complete | 10.0 | November 21, 2024 | |
| Office/ Final Check Plans and Estimate to BLP | 8.0 | January 20, 2025 | |
| Office/ Final Check Plans Complete | 6.0 | March 21, 2025 | |
| Begin CE Agreement | 6.0 | March 21, 2025 | |
| R/W Clearances (1306 Form) to BLP | 4.0 | May 20, 2025 | |
| Utility Form (1304 Form) to BLP | 4.0 | May 20, 2025 | |
| Status of Permits (1307 Form) and Required Permits to BLP | 4.0 | May 20, 2025 | |
| PSE Plans to BLP | 3.5 | June 01, 2025 | |
| PSE Plans Complete | 1.5 | August 03, 2025 | |
| Final Letting Plans to BLP | 1.2 | August 10, 2025 | |
| CE Agreement Executed | 1.1 | August 13, 2025 | |
| Advertise | 1.0 | August 18, 2025 | |

# KANSAS DEPARTMENT OF TRANSPORTATION
# PROJECT AUTHORIZATION

| Program Addition | | | | | Sheet 1 of 6 |
|---|---|---|---|---|---|
| **Project Number:** | U-2548-01 | **Prog. Cat / Subcat:** | LC/K1R | **District:** | 02 |
| **Primary Route:** | K015 | **Env. Class:** | CLASS IIA | **MPO Area:** | |
| **Primary County:** | 021 | **Route Class-MFV:** | D | **Sales Tax Exempt:** | Exempt |
| **Prim Fed Proj Num:** | | **NHS Project:** | N | **Leaders** | |
| **Length (mi):** | 0.440 | **FHWA Func. Class-MFV:** | MIA | **Proj. Mgr:** | Jenny Egging |
| **FY Programmed:** | 2026 | **Design Criteria:** | 1R | **Area Engineer:** | Dale Hershberger |
| **Sched. Best Let (M17):** | September-2025 | **FHWA Oversight:** | NONE | **Road Design:** | |
| **Letting Type:** | LOCAL | **KDOT Program:** | ELTP | **Bridge Design:** | |
| **Technical Name:** | Abilene: Surface Preservation on K-15 | | | | |
| **Technical Location:** | Abilene: Surface Preservation on K-15 from South City Limits to Southwest 6th Street | | | | |
| **Technical Scope:** | Milling and overlay, curb and gutter, curb inlets and storm sewer, and sidewalk ramps | | | | |
| **Friendly Name:** | Surface Preservation in Abilene | | | | |
| **Friendly Location:** | South Buckeye Avenue from South City Limits to Southwest 6th Street | | | | |
| **Friendly Scope:** | Milling and overlay | | | | |
| **Reason / Justification for Change:** | Program Addition: Project was requested and approved for State FY 2026 CCLIP-SP funds. Funding will be 90/10 for Construction and CE work phases up to a maximum of $400,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of $400,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%. | | | | |

**Initiated By:** Local Projects ( Marotta ) **Signature:** Signed by Kimberly A Marotta at 10/21/2024 2:04:52 PM on PC DT17LP13L

Comments:

Signed by Colby L Farlow at 10/28/2024 2:56:04 PM on PC DT16LT06
**Chief of Program & Project Management**

| **FHWA Concurrence** | **STE PROJECT AUTHORIZATION** ◉ Approve ○ Disapprove |
|---|---|
| ☐ Proposed Environment Classification | Comments:<br>Signed by Gregory M. Schieber at 10/30/2024 1:53:20 PM on PC DTB00009 |

# KANSAS DEPARTMENT OF TRANSPORTATION
# PROJECT AUTHORIZATION



| Work Phase | Original Estimate | Current Estimate | WP Fund Category | Prorata | Fund Max |
|---|---|---|---|---|---|
| CONST | 640,407 | 640,407 | STATE | 62.46% | 0 |
| | | | U0010 | 37.53% | 0 |
| CE | 38,425 | 38,425 | STATE | 0.00% | 0 |
| | | | U0010 | 100.00% | 0 |
| **Totals:** | 678,832 | 678,832 | | | |

| Project Fund Category | Project Fund Prorata | Sum Of WP Maximums | Project Maximum |
|---|---|---|---|
| STATE | 58.92% | 0 | 400,000 |
| U0010 | 41.07% | 0 | 0 |

# KANSAS DEPARTMENT OF TRANSPORTATION
# PROJECT AUTHORIZATION



**Project Schedule**

| MI/CP | Name | Sched Start | Act Start | OBSE | Responsible OBSE Manager |
|---|---|---|---|---|---|
| M15 | Kauth | 10/23/2023 | | ELP | Dawn Hueske |
| C86 | Begconsel | 11/21/2023 | | ELP | Dawn Hueske |
| C07 | Bgagr | 4/19/2024 | | ELP | Dawn Hueske |
| C13 | Cycoa | 7/17/2024 | | ELP | Dawn Hueske |
| C87 | Endconsel | 7/24/2024 | | ELP | Dawn Hueske |
| M10 | Fcrec | 9/24/2024 | | ELN | Jenny Egging |
| C29 | Fdchk | 11/21/2024 | | ELN | Jenny Egging |
| C50 | Ocrec | 1/20/2025 | | ELN | Jenny Egging |
| C23 | Envcl | 2/4/2025 | | ELN | Jenny Egging |
| C92 | Dessumapr | 2/7/2025 | | ELN | Jenny Egging |
| M20 | Offck | 2/11/2025 | | ELN | Jenny Egging |
| C33 | Fnckr | 3/3/2025 | | ELN | Jenny Egging |
| M12 | Finck | 3/21/2025 | | ELN | Jenny Egging |
| C15 | Darec | 5/20/2025 | | ELN | Jenny Egging |
| C78 | Wrrec | 5/20/2025 | | ELN | Jenny Egging |
| C60 | Prpcl | 5/20/2025 | | ELN | Jenny Egging |
| C74 | Utcom | 5/20/2025 | | ELN | Jenny Egging |
| M22 | Prcom | 6/2/2025 | | PPT | Gene Ingwerson |
| C56 | Plcom | 6/2/2025 | | ELN | Jenny Egging |
| C08 | Bgpse | 6/5/2025 | | OCR | |
| C48 | Oblap | 6/19/2025 | | PPT | Gene Ingwerson |
| M14 | Fnplc | 8/11/2025 | | ELN | Jenny Egging |
| C89 | Ceagree | 8/14/2025 | | ELP | Dawn Hueske |
| C03 | Adver | 8/19/2025 | | PPT | Gene Ingwerson |
| M17 | Lettg | 9/17/2025 | | PPT | Gene Ingwerson |
| C02 | Aaout | 9/24/2025 | | ELP | Dawn Hueske |
| C01 | Aacom | 10/8/2025 | | ELP | Dawn Hueske |
| C47 | Notpr | 10/16/2025 | | OC0 | Jason Van Nice |
| M19 | Notac | 3/19/2026 | | OC0 | Jason Van Nice |
| M11 | Final | 9/21/2026 | | AF0 | Ami Fulghum |
| M41 | FedEnd | 3/21/2029 | | PPF | Marcy Anderson |

# KANSAS DEPARTMENT OF TRANSPORTATION
# PROJECT AUTHORIZATION



| | Official Estimated 2025 Base Year Cost | Official Estimated 2026 Inflated Cost @ 0.0450 |
|---|---|---|
| **Total Roadway** | 612,830 | 640,407 |
| **Total Structures** | 0 | 0 |
| **Grand Total** | 612,830 | 640,407 |

| Roadway Type | Roadway Type Name | FHWA Imp Type | Official Estimated 2025 Base Year Cost | Official Estimated 2026 Inflated Cost @ 0.0450 |
|---|---|---|---|---|
| SU | Surfacing | 005 | 612,830 | 640,407 |

| Bridge No. Str. No. | Structure Location Desc./ Featured Cross Desc. | KDOT Imp. Code FHWA Imp. Code | Fed Fund Cat. | FHWA Suff. Rating | Length Width Feet | Base Year Cost | Prog Year Cost |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

# KANSAS DEPARTMENT OF TRANSPORTATION
# PROJECT AUTHORIZATION



## Baseline Reason for Change:

**Project Baseline Last Date & Note –** 10/21/2024

Program Addition: Project was requested and approved for State FY 2026 CCLIP-SP funds. Funding will be 90/10 for Construction and CE work phases up to a maximum of $400,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of $400,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.

**Workphase Baseline Last Date & Note –** 10/21/2024

Program Addition: Project was requested and approved for State FY 2026 CCLIP-SP funds. Funding will be 90/10 for Construction and CE work phases up to a maximum of $400,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of $400,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.

**Funding Baseline Last Date & Note –** 10/21/2024

Program Addition: Project was requested and approved for State FY 2026 CCLIP-SP funds. Funding will be 90/10 for Construction and CE work phases up to a maximum of $400,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of $400,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.

**Schedule Baseline Last Date & Note –** 10/21/2024

Program Addition: Project was requested and approved for State FY 2026 CCLIP-SP funds. Funding will be 90/10 for Construction and CE work phases up to a maximum of $400,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of $400,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.

## KANSAS DEPARTMENT OF TRANSPORTATION
## PROJECT AUTHORIZATION



**Project Notes:**

Program Addition: Project was requested and approved for State FY 2026 CCLIP-SP funds. Funding will be 90/10 for Construction and CE work phases up to a maximum of $400,000. The city will be responsible for 100% of any non-participating construction costs and anything over the maximum of $400,000. The Bureau of Local Projects needs to be notified if there is a cost increase by more than 10%.

# MASTER AGREEMENT FOR PROFESSIONAL SERVICES
# WORK ORDER AMENDMENT #1

Date: July 9, 2025

This AMENDMENT (“Amendment”) hereby amends the Work Order which was executed February 26, 2024 in conjunction with the Master Agreement for Professional Services dated November 12, 2020 between the City of Abilene, Kansas (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services for the following Project (the “Agreement”):

**PROJECT DESCRIPTION AND LOCATION**

Project will be located at: Abilene, KS

Project Description: CCLIP: K-15 from South City Limits to SW 6th St
021 U-2548-01 Abilene

The Work Order is amended as follows:

**GENERAL**

Provide a 2" mill and overlay of the existing pavement for surface preservation. Improvements also include replacing the curb and gutter at the radius returns, replacement of curb inlets and storm sewer, and sidewalk ramp improvements at SW 7th Street. Construction Period Services for the Project will cover both CCLIP SP U-2504-01 K-15 from UPRR to 5$^{th}$ Street and CCLIP U-2548-01 K-15 from South City Limits to SW 6th St .

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

**SCOPE OF SERVICES**

Olsson shall provide the following services (Scope of Services) to Client for the Project:

**PHASE 100 – Project Management & Meetings**

Task 001: Project Management. Project management is responsible for coordination of the various people that are involved in the project, tracking of work completion, and project management.

Task 002: Meetings. Olsson will attend meetings related to the Project including attending up to five (5) project meetings with the City and KDOT related to the general management of the design of the project which includes field and office checks.

**PHASE 200 – Surveying Services**

Task 001: Topographic Design Survey. A topographic survey will be conducted within the public right-of-way and along the proposed project to include inlets and sidewalk ramps.

Establish a Horizontal Control Network. Olsson will locate the section line and existing property corners to define boundary information for the existing right of way. Additional control points will be established for use during the preliminary survey, design and construction phases of this project.

Establish a Vertical Control Network. Vertical benchmarks will be established in the vicinity of the project for use during the preliminary survey, design and construction phases of this project.

Utility Locations. The location of the existing utilities will be determined by surveying the visible features and the location of buried utilities as flagged by the utility owners. Record information will be gathered from the utility owners, including the City of Abilene.

Easements. It is anticipated that no easements are required for this project.

**PHASE 300 – Engineering Services**

Task 001: Construction Documents. Olsson will attend City staff and/or other permitting agencies meetings as required. Olsson will prepare construction documents for Field, Office and Final check plans to be reviewed by the city and KDOT.

CCLIP Design. Shall include all items listed below:

- Cover sheet
- General Notes
- Layout & Survey Control
- Demo and removals sheet
- Typical sections Geometric design
- Entrance Details
- Sidewalk ADA ramp design
- Curb and Gutter replacement as needed along K-15
- 2" mill and overlay
- Pavement marking details
- Sign Details
- Summary of Quantities

Temporary Traffic Control Design. Olsson will provide temporary traffic control plans associated with lane closure and paving operations according to the Manual on Uniform Traffic Control Devices, current edition, as well as applicable City and KDOT standard specifications.

Opinion of Probable Cost. Provided at Field, Office and Final check plans and will include a breakdown of Participating and Non-Participating costs for each item.
Permitting. Olsson anticipates that less than one (1) acre will be disturbed with this project so permitting is not required.

Specifications. Project specifications will be prepared utilizing the City's general conditions and standard specifications. Supplemental specifications and technical specifications prepared by consultant will be incorporated into the standard specifications when required to provide further detail or to provide for items not currently covered by City standards. Coordinate incorporation of specifications from other disciplines into the Project specifications.

**PHASE 400 – Bidding Phase Services**

Task 001: Invitation for Bids. Prepare an Engineers Opinion of Probable Cost prior to the invitation of bids. Identify potential contractors and distribute copies of Invitation to Bid for the Contract. Maintain a record of prospective bidders to whom drawings or specifications have been issued.

Distribute Plans and Specifications. Prepare and distribute five sets of construction contract drawings and specifications for the project to the City. Plan sets will be distributed to plan service agencies for use during bidding. Prepare and distribute construction contract documents to potential bidders. (Maintain a record of prospective bidders and suppliers to whom drawings or specifications have been issued).

Answer Questions / Prepare Addendum(s) and Distribute. Interpret construction contract drawings/specifications and provide responses to questions from bidders requiring clarification during bidding periods. Prepare and issue addenda to the construction contract documents when required.

Recommendation of Award. Evaluate bids and make written recommendations to the City and KDOT concerning contract award to the lowest responsive bidder.

**PHASE 500 – Construction Period Services**

Task 001: On Site Field Inspection. Olsson shall furnish construction inspection services on a varied level of part-time service during the active phases of the project. Olsson's on-site representative will perform inspections of the work and that it is proceeding in accordance with the plans and specifications. Olsson shall verify through site inspection and observation that all work being performed is per the contract documents. Whenever the field observer believes that any work is unsatisfactory, faulty or defective; or does not conform to the contract documents; or has been damaged; or does not meet the requirements of any governing agency, test or approval required to be made; then the field observer shall contact the City to inform them of the defective work. The City shall review the work in question and direct the Contractor to remove, repair or reconstruct the defective work to bring the work into conformance with the contract requirements.

Project Reporting. Olsson's field staff will prepare field reports summarizing each day's field tests and identify items with tests that are not in compliance with the project drawings and/or specifications.

Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report field observations and test results to the Contractor and City as provided herein.

- Project Reporting – Daily.

Task 002: Testing. Olsson shall provide materials testing and other testing as required for construction of the pavement replacement for this project.

Task 003: Project Management and Administration. This will include additional services to review submittals and necessary project meetings.

By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction. Olsson shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor furnishing and performing the work. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. It is the responsibility of the general contractor or their subcontractors to provide safe access to work requiring observation or testing by the special inspector or tester. These services shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications.

## EXCLUSIONS

The following items are not included in this scope, but are additional services that Olsson can provide:

- Construction Staking
- Waterline
- Sanitary Sewer
- Public Meeting
- Street Lighting Plan

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: August 2025
Anticipated Completion Date: June 2026

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated

Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

**COMPENSATION**

Phase 100 – Phase 400: Client shall pay to Olsson for the performance of the Scope of Services a lump sum a lump sum of FIFTY ONE THOUSAND FIVE HUNDRED dollars (**$51,500.00**). Olsson's reimbursable expenses for these fees are included in the lump sum.

Phase 500: Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services and all actual reimbursable expenses. Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed **$98,895.00**.

Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

**TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Brad Anderson.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, via email to Mark Bachamp at mbachamp@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By Jared E. Loomis
Jared Loomis, PE

By Brad Sonner
Brad Sonner, PLA, LEED AP

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

**CITY OF ABILENE, KANSAS**

By ______________________________
Signature

Print Name ______________________

Title ____________________________

Dated: __________________________

# Check Register

Abilene, KS

Packet: APPKT00532 - BILLS 070825

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| **Bank Code: AP Checking - Gen-AP Checking - General** | | | | | | |
| 1070 | ABILENE ANIMAL HOSPITAL, PA | 07/08/2025 | Regular | 0.00 | 422.25 | 2132 |
| 1340 | ABILENE ROTARY CLUB | 07/08/2025 | Regular | 0.00 | 209.00 | 2133 |
| 1696 | ARLAN CO INC | 07/08/2025 | Regular | 0.00 | 293.50 | 2134 |
| VEN01221 | BETTY BOWSER | 07/08/2025 | Regular | 0.00 | 90.00 | 2135 |
| 1000699 | CATLETT AUTOMOTIVE INC | 07/08/2025 | Regular | 0.00 | 88.30 | 2136 |
| 1000970 | CHAD'S PAINTING & REMODELING, L | 07/08/2025 | Regular | 0.00 | 576.18 | 2137 |
| 1000773 | CLARK, KENTON D. | 07/08/2025 | Regular | 0.00 | 70.00 | 2138 |
| 3380 | CONRAD FIRE EQUIPMENT, INC | 07/08/2025 | Regular | 0.00 | 5,591.86 | 2139 |
| 1000906 | COSSEL, RUSSEL | 07/08/2025 | Regular | 0.00 | 70.00 | 2140 |
| 4244 | DK CTY ADMINISTRATION | 07/08/2025 | Regular | 0.00 | 301.60 | 2141 |
| 6290 | FOUR SEASONS INC | 07/08/2025 | Regular | 0.00 | 611.38 | 2142 |
| VEN01220 | JON QUINDAY | 07/08/2025 | Regular | 0.00 | 7,000.00 | 2143 |
| VEN01198 | KAMBREE BRYSON | 07/08/2025 | Regular | 0.00 | 50.00 | 2144 |
| VEN01095 | KONZA LAB, INC | 07/08/2025 | Regular | 0.00 | 120.00 | 2145 |
| 16111 | MAHASKA | 07/08/2025 | Regular | 0.00 | 1,899.98 | 2146 |
| VEN01176 | MARCUS RIEGEL | 07/08/2025 | Regular | 0.00 | 35.00 | 2147 |
| 1000896 | MCCLANAHAN, CHRIS A. | 07/08/2025 | Regular | 0.00 | 65.00 | 2148 |
| 1000435 | MUNILOGIC | 07/08/2025 | Regular | 0.00 | 1,422.00 | 2149 |
| VEN01096 | NORTH AMERICA FIRE EQUIP. INC | 07/08/2025 | Regular | 0.00 | 1,955.51 | 2150 |
| VEN01204 | RFBOARDING | 07/08/2025 | Regular | 0.00 | 100.00 | 2151 |
| 12012 | ROASTER JOES, INC | 07/08/2025 | Regular | 0.00 | 183.94 | 2152 |
| VEN01196 | ROBERT KEENER | 07/08/2025 | Regular | 0.00 | 95.00 | 2153 |
| 18320 | ROBSON OIL CO, INC | 07/08/2025 | Regular | 0.00 | 7,894.96 | 2154 |
| 999901 | SECURE SHRED OF N.C.K. | 07/08/2025 | Regular | 0.00 | 103.25 | 2155 |
| VEN01199 | STOCTON TIMBROOK | 07/08/2025 | Regular | 0.00 | 80.00 | 2156 |
| 19892 | SUPERIOR SANITATION SERVICE | 07/08/2025 | Regular | 0.00 | 249.00 | 2157 |
| VEN01186 | SYDNEY STOUT | 07/08/2025 | Regular | 0.00 | 1,140.00 | 2158 |
| 999766 | THE ABY MANUFACTURING GROUP, | 07/08/2025 | Regular | 0.00 | 146.25 | 2159 |
| 999925 | THE WHITE CORPORATION, INC | 07/08/2025 | Regular | 0.00 | 200.00 | 2160 |
| 1000851 | TRANSUNION RISK & ALTERNATIVE | 07/08/2025 | Regular | 0.00 | 240.00 | 2161 |
| 23210 | UNIFIRST CORPORATION | 07/08/2025 | Regular | 0.00 | 930.26 | 2162 |
| 5046 | VYVE BROADBAND | 07/08/2025 | Regular | 0.00 | 6,299.08 | 2163 |
| 1000852 | XEROX FINANCIAL SERVICES | 07/08/2025 | Regular | 0.00 | 249.15 | 2164 |

**Bank Code AP Checking - Gen Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 42 | 33 | 0.00 | 38,782.45 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | **42** | **33** | **0.00** | **38,782.45** |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 099 | POOLED CASH | 7/2025 | 38,782.45 |
| | | | **38,782.45** |

# Check Register

Abilene, KS

Packet: APPKT00508 - BILLS 062425 KE

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| **Bank Code: AP Checking - Gen-AP Checking - General** | | | | | | |
| 1340 | ABILENE ROTARY CLUB | 06/24/2025 | Regular | 0.00 | 208.00 | 2041 |
| VEN01000 | ADOBE INC | 06/24/2025 | Regular | 0.00 | 613.77 | 2042 |
| 1001107 | AERZEN USA CORP | 06/24/2025 | Regular | 0.00 | 1,769.73 | 2043 |
| 19396 | APAC, INC - SHEARS | 06/24/2025 | Regular | 0.00 | 3,135.02 | 2044 |
| 1696 | ARLAN CO INC | 06/24/2025 | Regular | 0.00 | 345.00 | 2045 |
| 3391 | ASTRA BANK | 06/24/2025 | Regular | 0.00 | 1,150.00 | 2046 |
| VEN01194 | BROOKLYN HAAGA | 06/24/2025 | Regular | 0.00 | 50.00 | 2047 |
| 1000699 | CATLETT AUTOMOTIVE INC | 06/24/2025 | Regular | 0.00 | 245.47 | 2048 |
| 1000192 | CINTAS CORP NO. 2 | 06/24/2025 | Regular | 0.00 | 304.23 | 2049 |
| 1000773 | CLARK, KENTON D. | 06/24/2025 | Regular | 0.00 | 40.00 | 2050 |
| 1001125 | COOPER, JOHN | 06/24/2025 | Regular | 0.00 | 40.00 | 2051 |
| 8145 | CORE & MAIN LP | 06/24/2025 | Regular | 0.00 | 25.00 | 2052 |
| 1000906 | COSSEL, RUSSEL | 06/24/2025 | Regular | 0.00 | 70.00 | 2053 |
| 4370 | DON'S TIRE & SUPPLY | 06/24/2025 | Regular | 0.00 | 1,320.50 | 2054 |
| 6240 | FOLEY INDUSTRIES | 06/24/2025 | Regular | 0.00 | 69,579.61 | 2055 |
| 7120 | GINDER HYDRAULIC, L.C. | 06/24/2025 | Regular | 0.00 | 59.13 | 2056 |
| VEN01206 | JONES, KASEY ALLEN | 06/24/2025 | Regular | 0.00 | 295.00 | 2057 |
| VEN01198 | KAMBREE BRYSON | 06/24/2025 | Regular | 0.00 | 75.00 | 2058 |
| 11113 | KANEQUIP, INC | 06/24/2025 | Regular | 0.00 | 1,918.93 | 2059 |
| 1000787 | KANSAS TOURISM | 06/24/2025 | Regular | 0.00 | 2,000.00 | 2060 |
| 11355 | KNOXVILLE TV LLC | 06/24/2025 | Regular | 0.00 | 950.00 | 2061 |
| 11355 | KNOXVILLE TV LLC | 06/24/2025 | Regular | 0.00 | 1,072.50 | 2062 |
| 19770 | KS TREASURER | 06/24/2025 | Regular | 0.00 | 832.97 | 2063 |
| VEN01122 | LAWRENCE H. GREENWOOD | 06/24/2025 | Regular | 0.00 | 1,673.55 | 2064 |
| 12125 | LINDER ELECTRIC | 06/24/2025 | Regular | 0.00 | 685.00 | 2065 |
| 23110 | LUMBER HOUSE TRUE VALUE | 06/24/2025 | Regular | 0.00 | 548.75 | 2066 |
| 13147 | MCKEE POOLS, INC | 06/24/2025 | Regular | 0.00 | 1,671.54 | 2067 |
| 1000407 | MELLEN & ASSOCIATES, INC | 06/24/2025 | Regular | 0.00 | 3,255.43 | 2068 |
| 11227 | MIDWEST CONCRETE MATERIALS | 06/24/2025 | Regular | 0.00 | 844.88 | 2069 |
| 16021 | PACE ANALYTICAL SERVICES | 06/24/2025 | Regular | 0.00 | 351.50 | 2070 |
| 16195 | PIONEER FARM INC | 06/24/2025 | Regular | 0.00 | 28.27 | 2071 |
| 999835 | RENT ME TENTS | 06/24/2025 | Regular | 0.00 | 1,904.40 | 2072 |
| VEN01204 | RFBOARDING | 06/24/2025 | Regular | 0.00 | 200.00 | 2073 |
| VEN01196 | ROBERT KEENER | 06/24/2025 | Regular | 0.00 | 105.00 | 2074 |
| 999978 | ROLLER-WEEKS, JULIE | 06/24/2025 | Regular | 0.00 | 218.77 | 2075 |
| 1001127 | SHILLING ASPHALT, INC | 06/24/2025 | Regular | 0.00 | 174,092.00 | 2076 |
| 1000318 | SITEONE LANDSCAPE SUPPLY | 06/24/2025 | Regular | 0.00 | 405.27 | 2077 |
| 19550 | SMART INSURANCE | 06/24/2025 | Regular | 0.00 | 423.00 | 2078 |
| VEN01207 | SMITH, SHELBY | 06/24/2025 | Regular | 0.00 | 170.00 | 2079 |
| VEN01199 | STOCTON TIMBROOK | 06/24/2025 | Regular | 0.00 | 40.00 | 2080 |
| 13130 | TIMBROOK, KELLEE | 06/24/2025 | Regular | 0.00 | 193.20 | 2081 |
| 22020 | VAN DIEST CHEMICAL CO | 06/24/2025 | Regular | 0.00 | 261.50 | 2082 |
| 22016 | VISA - UMB CVB | 06/24/2025 | Regular | 0.00 | 9,846.10 | 2083 |
| 22010 | VISA - UMB PARKS | 06/24/2025 | Regular | 0.00 | 10,337.83 | 2084 |
| 22021 | VISA - UMB PUBLIC WORKS | 06/24/2025 | Regular | 0.00 | 6,447.08 | 2085 |
| 1000852 | XEROX FINANCIAL SERVICES | 06/24/2025 | Regular | 0.00 | 115.01 | 2086 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| VEN01197 | ZOEY DEBENHAM | 06/24/2025 | Regular | 0.00 | 20.00 | 2087 |

**Bank Code AP Checking - Gen Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 74 | 47 | 0.00 | 299,937.94 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | **74** | **47** | **0.00** | **299,937.94** |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 099 | POOLED CASH | 6/2025 | 299,937.94 |
| | | | **299,937.94** |

Abilene, KS

# Check Register

Packet: APPKT00511 - RENT ME TENTS X 3 REISSUE KE

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| **Bank Code: AP Checking - Gen-AP Checking - General** | | | | | | |
| 999835 | RENT ME TENTS | 06/24/2025 | Regular | 0.00 | 952.20 | 2088 |

**Bank Code AP Checking - Gen Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 1 | 1 | 0.00 | 952.20 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | **1** | **1** | **0.00** | **952.20** |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 099 | POOLED CASH | 6/2025 | 952.20 |
| | | | **952.20** |

Abilene, KS

# Check Register

Packet: APPKT00519 - BILLS 070125 KE

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| **Bank Code: AP Checking - Gen-AP Checking - General** | | | | | | |
| 19396 | APAC, INC - SHEARS | 07/01/2025 | Regular | 0.00 | 1,907.09 | 2089 |
| 1696 | ARLAN CO INC | 07/01/2025 | Regular | 0.00 | 244.75 | 2090 |
| 1756 | AUTOMOTIVE EQUIPMENT, INC | 07/01/2025 | Regular | 0.00 | 894.86 | 2091 |
| VEN01194 | BROOKLYN HAAGA | 07/01/2025 | Regular | 0.00 | 25.00 | 2092 |
| 1000699 | CATLETT AUTOMOTIVE INC | 07/01/2025 | Regular | 0.00 | 90.82 | 2093 |
| 1000192 | CINTAS CORP NO. 2 | 07/01/2025 | Regular | 0.00 | 304.23 | 2094 |
| 1000773 | CLARK, KENTON D. | 07/01/2025 | Regular | 0.00 | 35.00 | 2095 |
| 3300 | CLARK, MIZE & LINVILLE CHARTERED | 07/01/2025 | Regular | 0.00 | 4,464.20 | 2096 |
| 3380 | CONRAD FIRE EQUIPMENT, INC | 07/01/2025 | Regular | 0.00 | 463.11 | 2097 |
| 3441 | COOPER, KELLY | 07/01/2025 | Regular | 0.00 | 2,700.00 | 2098 |
| 1000906 | COSSEL, RUSSEL | 07/01/2025 | Regular | 0.00 | 105.00 | 2099 |
| 23159 | EVERGY | 07/01/2025 | Regular | 0.00 | 53,334.85 | 2100 |
| 6290 | FOUR SEASONS INC | 07/01/2025 | Regular | 0.00 | 157.50 | 2101 |
| VEN01217 | GOVERNMENTJOBS.COM, INC | 07/01/2025 | Regular | 0.00 | 4,978.54 | 2102 |
| 1000912 | GUFFEY PROPERTIES, LLC | 07/01/2025 | Regular | 0.00 | 2,547.32 | 2103 |
| VEN01198 | KAMBREE BRYSON | 07/01/2025 | Regular | 0.00 | 50.00 | 2104 |
| 999650 | KANSAS GAS SERVICE | 07/01/2025 | Regular | 0.00 | 1,177.30 | 2105 |
| 999303 | KOFFMAN ELECTRIC | 07/01/2025 | Regular | 0.00 | 876.52 | 2106 |
| 11525 | KS EMPLOYMENT SECURITY FUND | 07/01/2025 | Regular | 0.00 | 1,013.38 | 2107 |
| 1001045 | LEGACY KANSAS, LLC | 07/01/2025 | Regular | 0.00 | 369.80 | 2108 |
| 23110 | LUMBER HOUSE TRUE VALUE | 07/01/2025 | Regular | 0.00 | 231.58 | 2109 |
| 1000774 | MARSH, RON | 07/01/2025 | Regular | 0.00 | 130.20 | 2110 |
| 1000277 | MICHELLE WRIGHT | 07/01/2025 | Regular | 0.00 | 9,337.78 | 2111 |
| 1000914 | MID-AMERICA COURTWORKS | 07/01/2025 | Regular | 0.00 | 21,800.00 | 2112 |
| 999838 | MUNICIPAL SUPPLY, INC | 07/01/2025 | Regular | 0.00 | 2,338.75 | 2113 |
| 1000545 | NARAYAN, INC | 07/01/2025 | Regular | 0.00 | 172.15 | 2114 |
| 14860 | OLSSON | 07/01/2025 | Regular | 0.00 | 10,717.25 | 2115 |
| 16021 | PACE ANALYTICAL SERVICES | 07/01/2025 | Regular | 0.00 | 703.00 | 2116 |
| 16195 | PIONEER FARM INC | 07/01/2025 | Regular | 0.00 | 53.96 | 2117 |
| VEN01214 | RAGSDALE, MICHAEL | 07/01/2025 | Regular | 0.00 | 375.92 | 2118 |
| 1000772 | RESCUE SPECIALISTS LLC | 07/01/2025 | Regular | 0.00 | 950.00 | 2119 |
| VEN01196 | ROBERT KEENER | 07/01/2025 | Regular | 0.00 | 135.00 | 2120 |
| 999974 | RYAN & MULLIN, PA | 07/01/2025 | Regular | 0.00 | 3,250.00 | 2121 |
| 19180 | SALINA SUPPLY CO | 07/01/2025 | Regular | 0.00 | 260.40 | 2122 |
| VEN01212 | SPECIAL OLYMPICS KANSAS, INC | 07/01/2025 | Regular | 0.00 | 125.00 | 2123 |
| VEN01199 | STOCTON TIMBROOK | 07/01/2025 | Regular | 0.00 | 20.00 | 2124 |
| VEN01218 | TALLMAN EQUIPMENT CO, INC | 07/01/2025 | Regular | 0.00 | 11,559.89 | 2125 |
| VEN01219 | TERRACON CONSULTANTS, INC | 07/01/2025 | Regular | 0.00 | 6,300.00 | 2126 |
| 1000203 | TRIPLETT, INC | 07/01/2025 | Regular | 0.00 | 7,574.48 | 2127 |
| 1000835 | WUTHNOW HEATING & AIR. LLC | 07/01/2025 | Regular | 0.00 | 2,538.22 | 2128 |
| 1000852 | XEROX FINANCIAL SERVICES | 07/01/2025 | Regular | 0.00 | 637.73 | 2129 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| VEN01197 | ZOEY DEBENHAM | 07/01/2025 | Regular | 0.00 | 20.00 | 2130 |

**Bank Code AP Checking - Gen Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 58 | 42 | 0.00 | 154,970.58 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | **58** | **42** | **0.00** | **154,970.58** |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 099 | POOLED CASH | 7/2025 | 154,970.58 |
| | | | **154,970.58** |

**Expenditures over $2500 signed off by Interim Finance Director & City Clerk/HR Director**

| | | |
|---|---|---|
| Clark, Mize,& Linville | City Attorney fees | $4,464.20 |
| Cooper Cleaning | Cleaning fees | $2,700.00 |
| Evergy | Electric bill | $53,334.85 |
| GovernmentJobs.com | PowerDMS software - PD | $4,978.54 |
| Guffey Properties | June CID | $2,547.32 |
| Love's (Michelle Wright) | June CID | $9,337.78 |
| Olsson | Stormwater Study - Campbell | $3,080.00 |
| Olsson | SRF App/Biweekly Mtg/ WWTP | $7,637.25 |
| Ryan & Mullin | City Prosecutor | $3,250.00 |
| Tallman Equipment | Twin Hydraulic Power Unit | $11,559.89 |
| Triplett, Inc | June CID | $7,574.48 |
| | Total | $110,464.31 |

**Packet: PYPKT00186 - 07/03/2025 PAYROLL**
**Payroll Set: 01 - Abilene, KS**

**Pay Period: 06/15/2025 - 06/28/2025**

| | |
|---|---|
| **Males Paid:** | 75 |
| **Females Paid:** | 48 |
| **Unknown Paid:** | 0 |
| **Total Employees:** | 123 |

| | |
|---|---|
| **Total Direct Deposits:** | 128,769.92 |
| **Total Check Amounts:** | 0.00 |

**EARNINGS**

| Pay Code | | Units | Pay Amount |
|---|---|---|---|
| AUTO ALLOW | | 0.00 | 138.47 |
| BI-LINGUAL | | 2.00 | 65.26 |
| CALL OUT | | 79.75 | 1,886.12 |
| CALL OUT VOLUTEER | | 39.00 | 1,170.00 |
| CELL ALLOWANCE | | 0.00 | 253.84 |
| COMP TIME USED | | 48.75 | 1,222.85 |
| FITNESS ALLOW | | 0.00 | 15.00 |
| FTO/NIGHT SHIFT | | 67.00 | 1,892.75 |
| Funeral Leave | | 24.00 | 692.16 |
| HOURLY | | 3,615.25 | 92,102.68 |
| MANUAL CORRECTION | | 1.00 | 478.94 |
| NIGHT SHIFT | | 312.25 | 8,781.34 |
| NIGHT SHIFT OT | | 39.00 | 1,531.13 |
| OT | | 52.25 | 2,331.81 |
| PART-TIME | | 2,081.50 | 25,276.51 |
| PO VAC NO KPERS | | 99.86 | 5,795.66 |
| SALARY | | 425.00 | 27,578.04 |
| SICK LEAVE | | 257.50 | 5,121.77 |
| TRAINING | | 84.50 | 1,555.35 |
| VACATION LEAVE | | 401.75 | 8,184.82 |
| | **Total:** | 7,630.36 | 186,074.50 |

**DEDUCTIONS**

| Code | Subject To | Employee | Employer |
|---|---|---|---|
| AFLAC PRE-TAX | 0.00 | 663.08 | 0.00 |
| AFLAC-AFTER TAX | 0.00 | 287.56 | 0.00 |
| CHILD SUPPORT | 0.00 | 392.25 | 0.00 |
| CORRECTION | 0.00 | 86.72 | 0.00 |
| DENTAL INSURANCE | 0.00 | 17.54 | 52.60 |
| EMPOWER KPERS 457 PT | 0.00 | 296.00 | 120.00 |
| EMPOWER KPERS ROTH | 0.00 | 122.00 | 100.00 |
| FLEX SPEND MEDICAL | 0.00 | 1,519.17 | 0.00 |
| FTC 457 | 0.00 | 682.00 | 320.00 |
| GARNISHMENT | 0.00 | 0.00 | 0.00 |
| HEALTH INS | 0.00 | 7,531.75 | 24,187.65 |
| HEALTH SAVINGS ACCT | 0.00 | 210.00 | 100.00 |
| IMPACT SPORTS | 0.00 | 227.80 | 150.00 |
| KP&F | 62,660.85 | 4,480.26 | 15,458.45 |
| KP&F OGLI | 0.00 | 97.63 | 0.00 |
| KPERS OGLI | 0.00 | 158.35 | 0.00 |
| KPERS TIER 1 | 36,535.65 | 2,192.15 | 3,912.96 |
| KPERS TIER 2 | 11,765.49 | 705.92 | 1,260.09 |
| KPERS TIER 3 | 41,255.41 | 2,475.32 | 4,418.45 |
| LPL FIN. OPEN/ROTH | 0.00 | 175.00 | 0.00 |
| LPL FINANCIAL 529 | 0.00 | 50.00 | 0.00 |
| POLICE & FIRE INS | 0.00 | 20.92 | 0.00 |
| VISION CARE DIRECT | 0.00 | 269.94 | 0.00 |
| VISION SERVICE PLUS | 0.00 | 42.64 | 0.00 |
| | **Total:** | 22,704.00 | 50,080.20 |

**BENEFITS**

| Pay Code | | Units | Pay Amount |
|---|---|---|---|
| COMP EARNED 1.0 | | 0.25 | 0.00 |
| COMP EARNED 1.5 | | 21.01 | 0.00 |
| FTC 457 | | 0.00 | 320.00 |
| IMPACT SPORTS | | 0.00 | 150.00 |
| | **Total:** | 21.26 | 470.00 |

**TAXES**

| Code | Subject To | Employee | Employer |
|---|---|---|---|
| FEDERAL W/H | 164,659.79 | 13,248.38 | 0.00 |
| MEDICARE | 175,811.44 | 2,549.29 | 2,549.29 |
| SOCIAL SECURITY | 175,811.44 | 10,900.38 | 10,900.38 |
| STATE TAXES | 174,513.44 | 7,902.53 | 0.00 |
| UNEMPLOYMENT | 185,595.56 | 0.00 | 185.64 |
| | **Total:** | 34,600.58 | 13,635.31 |

**RECAP 01 - Abilene, KS**

| Earnings: | 186,074.50 | Benefits: | 470.00 | Deductions: | 22,704.00 | Taxes: | 34,600.58 | Net Pay: | 128,769.92 |
|---|---|---|---|---|---|---|---|---|---|