ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
July 27, 2015 - 4:00 pm

1. **Call to Order**
2. **Roll Call:** ____ Weishaar ____ Marshall ____ Payne ____ Shafer ____ Ray
3. **Pledge of Allegiance**

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

4. Agenda Approval for the July 27, 2015 City Commission Meeting
5. Meeting Minutes: July 13, 2015 Regular Meeting
6. A Resolution amending the Health Care Flexible Spending Account Non-Discrimination Requirements

Public Comments and Communications

7. **Public Comments.** Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of the City Commission may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court are not permitted. Speakers are limited to three minutes. Any presentation is for informational purposes only. No action will be taken.

8. **Declaration.** At this time City Commissioners may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

Proclamations and Recognition

9. **None**

Public Hearings

10. **None**

Old Business

11. **None**

New Business

12. **An Ordinance of the City of Abilene, Kansas, authorizing issuance of the City's (I) General Obligation Bonds, Series 2015A, in the principal amount of $245,000, to finance certain Capital Improvements in the City, and (II) General Obligation Refunding Bonds, Series 2015B to refund and redeem certain outstanding General Obligation Bonds of the City; providing for the levy and collection of an annual tax to pay the principal of and interest on the Bonds; authorizing other documents and actions and making other covenants relating to the Bonds.**

13. **A Resolution prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Bonds, Series 2015A, in the principal amount of $245,000 and General Obligation Refunding Bonds, Series 2015B, in the principal amount of $1,365,000 of the City of Abilene, Kansas, previously authorized by Ordinance No. 3277 of the City; making certain covenants and agreements for the payment and security thereof; and authorizing other documents and actions related to the Bonds.**

14. **A Resolution approving an Agreement for Interim Legal Services with Clark, Mize, and Linville, Chartered.**

15. **A Resolution approving a Services Agreement Contract with Banyon Data Systems, Inc. for accounting and utility billing software and related services.**

16. **A Resolution authorizing the publication of the Notice of Budget Hearing for the proposed 2016 Budget of the City of Abilene, Kansas.**

17. **A motion to approve a Letter of Support to the KDOT/KTA Selection Committee concerning the potential for a Transload Facility to be located near the City of Abilene, Kansas.**

18. **A motion to approve Letters of Support to be sent to Senators Roberts and Moran concerning the Wicker-Booker amendment to the Surface Transportation Program.**

Reports

19. **City Manager's Report**
20. **Expenditures Report**

Adjournment

21. **Consideration of a motion to adjourn the July 27, 2015 City Commission meeting.**

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

- CVB Board, July 28 at 2 pm (Civic Center)
- Library Board Meeting, Aug 3 at 4:00 pm
- Commission Study Session, Aug 4 at 7:00 pm (City Manager's Conference Room, City Hall)
- City Commission Meeting, Aug 10 at 4:00 pm

Abilene City Commission Minutes
Abilene Public Library
July 13, 2015 @ 4:00 p.m.
Abilene, Kansas

1. **Call to Order**

2. **Roll Call** – City Commission Present: Mayor Weishaar, Commissioners Ray, Payne, Marshall and Shafer.

Staff Present: City Manager Dillner, Human Resources Director/City Clerk Soukup, Finance Director Rothchild, Public Works Director Schrader, Convention & Visitors Bureau Director Purkis, Community Development Director Shea, Parks & Recreation Director Foltz, Police Lieutenant Mohn, Police Chief Heimer and Fire Chief Sims.

Others Present: Chris Ostermann, Angela Strunk, John Anderson, Donna Jackson, James Holland and Diane Miller.

3. **Pledge of Allegiance** - Mayor Weishaar led the Pledge of Allegiance.

Consent Agenda

4. Agenda Approval July 13, 2015 for the City Commission Meeting
5. Meeting Minutes: June 22, 2015, Regular Meeting

Motion by Commissioner Ray, seconded by Commissioner Payne to approve the Consent Agenda with the addition of item No. 16A, a letter to Congressman Huelskamp that the National League of Cities has asked us to write. Motion carried unanimously 5-0.

Public Comments and Communications

6. **Public Comments.** Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of the City Commission may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court are not permitted. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.

Mayor Weishaar asked for any comments or communications from the public that are not on the agenda.

Angela Strunk, 415 NE 9th, Donna Jackson, 419 NE 9th and John Anderson, 424 NE 9th expressed their concerns about a stray cat problem in their neighborhood. They asked for the City's help to resolve the problem.

Mayor Weishaar said this would be turned over to City staff and we will see what can be done about the stray cat problem.

7. **Declaration.** At this time City Commissioners may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

There were no declarations.

Proclamations and Recognition

8. There were no proclamations or recognitions.

Public Hearings

9. There were no public hearings.

Old Business

10. There was no old business.

New Business

11. Consideration of an Ordinance approving a Conditional Use Permit for 102 Highland Drive, at the request of Scott and Chris Ostermann, for the operation of a Bed and Breakfast Inn in an "R-1, Low Density Residential District" in the City of Abilene, Kansas.

City Manager Dillner explained the Conditional Use Permit would allow for a bed and breakfast to be operated at 102 Highland Dr. There were no objections heard during a public hearing held regarding this request just questions about the fence and the current fence at the property will remain in place.

Motion by Commissioner Shafter, seconded by Commissioner Ray to adopt Ordinance No. 3276 **AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR 102 HIGHLAND DRIVE, AT THE REQUEST OF SCOTT AND CHRIS OSTERMANN, CONCERNING THE OPERATION OF A BED AND BREAKFAST INN IN AN "R-1, LOW DENSITY RESIDENTIAL DISTRICT" OF THE CITY OF ABILENE, KANSAS.** Motion carried unanimously 5-0.

12. Consideration of a Resolution approving a Financial Services Agreement with Piper Jaffray & Co. for financial services related to the issuance of Series 2015-A General Obligation Bonds and Series 2015-B General Obligation Refunding Bonds of the City of Abilene, Kansas.

City Manager Diller explained this resolution is to approve a Financial Services Agreement with Piper Jaffray & Co. The City enters into an agreement for financial services every time we do general obligation bonds. Dustin Avey with Piper Jaffray conducts an analysis to see if we should refinance past bonds and work to get us the best interest rate.

Motion by Commissioner Marshall, seconded by Commissioner Payne to approve Resolution No. 071315-1 **A RESOLUTION APPROVING A FINANCIAL SERVICES AGREEMENT WITH PIPER JAFFRAY & CO. FOR FINANCIAL SERVICES RELATED TO THE ISSUANCE OF SERIES 2015-A GENERAL OBLIGATION BONDS AND SERIES 2015-B GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF ABILENE, KANSAS.** Motion carried unanimously 5-0.

13. Consideration of a motion accepting the terms and financing from First Bank Kansas concerning the issuance of Series 2015-A General Obligation Bonds and Series 2015-B General Obligation Refunding Bonds of the City of Abilene, Kansas.

City Manager Dillner explained the City decided it best not to hold a public bid because the Dawson Cottage is such a small bond issue. Dustin Avey recommended to move forward with a local bidding process so Finance Director Rothchild contacted our local banks and determined if they would be interested in bidding on the project. We had one local bank, First Bank Kansas, respond to the request. It is recommended to go with the proposal from First Bank Kansas. The savings by refinancing the library/pool project on the 2015-B refunding issue came out to be $50,386.26.

Motion by Commissioner Ray, seconded by Commissioner Payne to accept the financing terms presented from First Bank Kansas. Motion carried unanimously 5-0.

14. Consideration of a Resolution approving a Master Agreement with Alfred Benesch and Company concerning engineering services for the Abilene Municipal Airport.

City Manager Dillner explained this resolution would approve an agreement with Alfred Benesch and company for engineering services at the airport. This is an FAA requirement.

Motion by Commissioner Marshall, seconded by Commissioner Shafer to approve Resolution No. 071315-2 **A RESOLUTION APPROVING A MASTER AGREEMENT WITH ALFRED BENESCH AND COMPANY CONCERNING ENGINEERING SERVICES FOR THE ABILENE MUNICIPAL AIRPORT**. Motion carried unanimously 5-0.

15. Consideration of a Resolution approving a Professional Services Agreement with Olsson Associates concerning engineering services for the City of Abilene, Kansas.

City Manager Dillner explained this resolution would approve a general engineering agreement with Olsson Associates. This will by a multi-year agreement for various projects that the City will need engineering services for.

Motion by Commissioner Ray, seconded by Commissioner Payne to approve Resolution No. 071315-3 **A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES CONCERNING ENGINEERING SERVICES FOR THE CITY OF ABILENE, KANSAS.** Motion carried unanimously 5-0.

16. Consideration of a motion to accept a bid of $268,588.40 from APAC-Shears for the implementation of the 2015 Local Street Improvement Program.

Public Works Director Schrader explained the mill and inlay projects and some curb and gutter work for City streets this year. There were three bids, Schilling Construction, Bayer and APAC Shears with a very large variance in the bids. The streets to be done this year are: Olive Street from NE 14th Street to Charles Rd., the 300 block of NE 16th Street, the 400 block of NE 15th Street, Hickok Street from 15th Street to Charles Rd., 300 block of NE 11th, NE 12th from Buckeye to Olive Street, Cottage from Campbell to Brown, NW 4th Street right behind the Elks Club and NW 4th Street from Rogers to Poplar.

City Manager explained the street improvement plan. A couple years ago the City put on the ballot a sales initiative to fund about $4.2 million worth of local street projects that would be funded by a .25 percent sales tax for 10 years. It is a pay as you go program. The first year we did not do any projects because we had to accrue money and we budget about $350,000 a year for street projects, although we may not do $350,000 a year because of the bids. In the final year we will spend whatever is left in that fund for street improvements.

City Manager Dillner explained the rational for the sales tax was that we have a funding mechanism in place for many of our arterial streets for example Buckeye Avenue has the KLINK program, in 2011 the City Commission increased the mill levy 5 mills to pay for debt service associated with East First Street improvements and when the debt service is paid we can move onto other streets. Some streets can be considered for a mill and overlay but many require a full depth rebuild, which is what East First Street was. We have a mechanism in place for that, although we can only do a project every 5 years. The 3rd category, which is residential streets or not on arterial streets, and those streets do not have a funding mechanism in place for us to do any major maintenance on and that is where the .25 percent comes in. We are able to do some work but we are short on where we need to be to keep up on the maintenance that is out there now.

Motion by Commissioner Payne, seconded by Commissioner Ray to approve the bid from APAC Shears in the amount of $286,588.40 for the 2015 Local Street Improvement Program. Motion carried unanimously 5-0.

16a. Letter to Congressman Huelskamp

City Manager explained the National League of Cities sent out an email bullet requesting City's to contact their congressman concerning the Remote Transactions Parody Act or HR 2775. A letter has been prepared using their template. The letter encourages Congressman Huelskamp to support the bill that would require local sales tax for all on-line purchases.

Motion by Commissioner Ray, seconded by Commissioner Shafer to authorize letter concerning HR 2775 to be sent to Congressman Huelskamp. Motion carried unanimously 5-0.

17. Consideration of a motion to recess into executive session for the purposes of discussing non-elected personnel for fifteen minutes to include the City Manager.

Motion by Commissioner Shafer, seconded by Commissioner Payne to move into executive session at 4:45 p.m. for fifteen minutes to discuss non-elected personnel.

18. Consideration of a motion to return from executive session with only those items mentioned in the previous motion being discussed and no action being taken.

Motion by Commissioner Ray, seconded by Commissioner Payne to return from regular session at 5:00 p.m. Motion carried unanimously 5-0.

There was no action taken in executive session.

Reports

19. City Manager Reports

City Manager Dillner introduced Daniel Shea as the new Community Development Director.

The truck route ordinance needs to be updated so we will be looking at that in the near future.

The Great Plains Theatre Condition Use Permit hearing is tomorrow, July 14th at 4:00 p.m. The hearing regarding the text amendment will be on August 3rd at 4:00 p.m.

We have $10,000 left in the budget for the Business Improvement Grant.

20. Expenditures reports.
- **a. Accounts Payable**
- **b. Payroll**

Adjournment

20. Consideration of a motion to adjourn the July 13, 2015 City Commission meeting.

Motion by Commissioner Payne, seconded by Commissioner Ray to adjourn at 5:10 p.m. Motion carried unanimously 5-0.

(Seal)

_____
Dennis P. Weishaar, Mayor

ATTEST:

_____
Penny L. Soukup, CMC
City Clerk

RESOLUTION NO. 072715-1

A RESOLUTION AMENDING THE HEALTH CARE FLEXIBLE SPENDING ACCOUNT NONDISCIMINATION REQUIREMENTS

ARTICLE I PREAMBLE Adoption and effective date of amendment. The Employer adopts this Amendment to the City of Abilene Flexible Benefits Plan to reflect changes to the Nondiscrimination Requirements of the Plan. The sponsor intends this Amendment as good faith compliance with the requirements of this provision. This Amendment shall be effective on or after the date the Employer elects in Section 2.1 below.

1.2 **Supersession of inconsistent provisions.** This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

ARTICLE II NONDISCIMINATION REQUIREMENTS
2.1 **Effective Date.** This Amendment is effective as of August 1, 2015.

2.2 **Nondiscrimination Requirements.** Notwithstanding any provision contained in this Health Care Flexible Spending Account Plan to the contrary, the "Adjustment to avoid test failure." shall read as follows:

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

This Amendment has been executed this 27th day of July, 2015.

City of Abilene, Kansas

By: _____
Dennis P. Weishaar, Mayor

ATTEST:

_____
Penny L. Soukup, CMC
City Clerk

ORDINANCE NO. 3277

AN ORDINANCE OF THE CITY OF ABILENE, KANSAS, AUTHORIZING ISSUANCE OF THE CITY'S (I) GENERAL OBLIGATION BONDS, SERIES 2015-A, IN THE PRINCIPAL AMOUNT OF $245,000, TO FINANCE CERTAIN CAPITAL IMPROVEMENTS IN THE CITY, AND (II) GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015-B TO REFUND AND REDEEM CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING OTHER DOCUMENTS AND ACTIONS AND MAKING OTHER COVENANTS RELATING TO THE BONDS.

WHEREAS, the governing body of the City of Abilene, Kansas (the "City"), under the authority of K.S.A. 12-6a01 *et seq.*, as amended and supplemented (the "Special Assessment Act"), adopted Resolution No. 061013-2, as amended by Resolution No. 030915-2, which authorizes the construction and installation of street, drainage, water system and related improvements (the "Project"), which Project benefited various identified real properties; and

WHEREAS, the final total costs of the Project have been determined by the governing body and such final costs and amount of special assessments levied and pre-paid in cash are as follows:

Improvement	Final Cost	Paid by City-At-Large	Assessments to Properties Benefiting from Improvements	Amount of Special Assessments Paid in Cash
"Project" defined herein	$375,000.00	$48,721.08	$326,278.98	$76,810.02

WHEREAS, the City is authorized by the Special Assessment Act and K.S.A. 10-101 to 10-125, inclusive, as supplemented and amended (the "Bond Act"), to issue its general obligation bonds for the purpose of providing financing for the combined otherwise unpaid costs of the Project,; and

WHEREAS, pursuant to the Bond Act and K.S.A. 10-417 *et seq.*, (the "Refunding Act") and in order to achieve interest cost savings and provide a more orderly plan of finance for the City, the City is authorized to issue its general obligation refunding bonds to refund in advance of their maturity the City's General Obligation Bonds, Series 2008 maturing on or after September 1, 2017 (the "Refunded Bonds"); and

WHEREAS, the governing body determines it necessary to authorize issuance of such general obligation bonds to provide funds for the purposes here described; and to specify the terms, details, form and conditions of the general obligation bonds.

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

SECTION 1. Authorization of the Bonds. Pursuant to the Special Assessment Act and the Bond Act, the City's General Obligation Bonds, Series 2015-A, in the total principal amount of $245,000 (the "2015-A Bonds") are authorized to be issued for the purpose of providing funds to pay a portion of the costs of the Project. Pursuant to the Bond Act and the Refunding Act, the City's General Obligation Refunding Bonds, Series 2015-B, in the total principal amount of $1,365,000 (the "2015-B Bonds") are authorized to be issued for the purpose of refunding and redeeming a portion of the Refunded Bonds (as defined above). Proceeds of the Series 2015-A Bonds and the Series 2015-B Bonds (collectively, the "Bonds") are also authorized to be pay costs of issuing the Bonds.

SECTION 2. Security for the Bonds. The Bonds are general obligations of the City, payable as to principal and interest in part from special assessments levied upon property specially benefited by certain improvements, and if not so paid, from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the Bonds are payable as to principal and interest from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same become due and payable.

SECTION 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, mature and be payable at such times, and in such forms, be subject to redemption and payment prior to maturity, and be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements contained in a resolution adopted by the governing body of the City (the "Resolution") concurrently with this Ordinance.

SECTION 4. Designation of Paying Agent and Bond Registrar; Issuer/Agent Agreement. Pursuant to K.S.A. 10-620 *et seq.*, the governing body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds and designates and appoints the Treasurer of the State of Kansas, Topeka, Kansas, as the Bond Registrar and Paying Agent for the bonds (the "Paying Agent"). The terms, conditions and provisions under which the Paying Agent will perform its duties are set forth in an Agreement between Issuer and Agent dated as of August 13, 2015 (the "Issuer/Agent Agreement"). The Issuer/Agent Agreement, in substantially the form presented to the governing body with this Ordinance, is approved and the Mayor and City Clerk are authorized to execute and deliver the Issuer/Agent Agreement for and on behalf of the City.

SECTION 5. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the

Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent.

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

SECTION 6. Tax Covenants. The governing body of the City covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not use or permit the use of the proceeds of the Bonds in a manner which, if such use had been reasonably expected on the date of issuance and delivery of the Bonds, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"); and that it will comply with all applicable requirements of Section 148 of the Code and the applicable rules and regulations of the United States Treasury Department promulgated under the Code. The governing body further covenants to take all such action in its power as may be required from time to time in order to assure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department issued thereunder.

SECTION 7. Designation as Qualified Tax-Exempt Obligations. The governing body of the City designates the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b) (3) of the Code.

SECTION 8. Further Authority. The City and its officers, agents and employees are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as are necessary or desirable to carry out and comply with this Ordinance and give effect to the transactions contemplated and authorized herein, including final certificates required to be included in the official Transcript of Proceedings evidencing authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 9. Severability. If any section, paragraph, clause or provision of this Ordinance is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Ordinance.

SECTION 10. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

SECTION 11. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and its publication one time in the City's official newspaper.

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ADOPTED AND APPROVED by the governing body of the City of Abilene, Kansas on July 27, 2015.

CITY OF ABILENE, KANSAS

[seal]

By_____
Dennis P. Weishaar, Mayor

ATTEST:

By_____
Penny Soukup, City Clerk

RESOLUTION NO. 072715-2

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2015-A, IN THE PRINCIPAL AMOUNT OF $245,000 AND GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015-B, IN THE PRINCIPAL AMOUNT OF $1,365,000 OF THE CITY OF ABILENE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 3277 OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS RELATED TO THE BONDS.

WHEREAS, the governing body of the City of Abilene, Kansas (the "City"), has adopted Ordinance No. 3277 (the "Bond Ordinance") authorizing the issuance of the City's (i) General Obligation Bonds, Series 2015-A (the "2015-A Bonds") for the purpose of providing funds to pay a portion of the costs of the improvements described and defined in the Bond Ordinance (the "Project") and (ii) General Obligation Refunding Bonds, Series 2015-B (the "2015-B Bonds") for the purpose of refunding and redeeming certain of the City's outstanding General Obligation Bonds, Series 2008 (the "Refunded Bonds"), as defined in the Ordinance; and

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

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

SECTION 1. Authority for Bonds; Security; Bond Ordinance.

(A) The 2015-A Bonds and 2015-B Bonds (collectively, the "Bonds") are authorized and directed to be issued by the Bond Ordinance in the principal amount of and for the purposes described in the Bond Ordinance. Terms used in this Resolution and not defined herein shall have the meanings given them in the Bond Ordinance and the Bond Ordinance and this Resolution shall be read together in connection with the Bonds.

(B) The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same severally becomes due and payable in the manner described in the Bond Ordinance. The governing body of the City covenants that it shall annually make provision for the payment of the principal of and the interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary special assessment taxes upon the properties liable therefor, and/or by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City, in such amounts as are necessary to provide for such annual payment. When received, the proceeds derived from such taxes shall be deposited into the appropriate accounts

of the Series 2015 Principal and Interest Account created by this Resolution; provided, that if at any time the amount in the Series 2015 Principal and Interest Account are insufficient to make the payments of the principal of and the interest on the Bonds when required because of an untimely collection and/or receipt of said taxes, the City Treasurer is authorized to transfer from the City's general funds to the Series 2015 Principal and Interest Account hereinafter created, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said taxes.

SECTION 2. Details of Bonds; Payment of Principal and Interest. The 2015-A Bonds shall be issued in the total principal amount of $245,000.00, shall be designated "City of Abilene, Kansas, General Obligation Bonds, Series 2015-A"; and shall be dated August 13, 2015 (the "Dated Date"). The 2015-B Bonds shall be issued in the total principal amount of $1,365,000, shall be designated "City of Abilene, Kansas, General Obligation Refunding Bonds, Series 2015-B; and shall be dated the Dated Date. The 2015-A Bonds shall mature on September 1 (the "Series 2015-A Principal Payment Date") in each of the years and in the principal amounts and shall bear interest at the respective rates per annum (computed on the basis of a 360-day year of twelve 30-day months), as follows:

2015-A Bonds Maturity Schedule
SERIAL BONDS

Maturity Date	Principal Amount	Interest Rate
09/01/2016	$20,000.00	0.70%
09/01/2017	25,000.00	1.00%
09/01/2018	25,000.00	1.35%
09/01/2019	25,000.00	1.45%
09/01/2020	25,000.00	1.65%
09/01/2021	25,000.00	1.90%
09/01/2022	25,000.00	2.05%
09/01/2023	25,000.00	2.15%
09/01/2024	25,000.00	2.30%
09/01/2025	25,000.00	2.45%

The 2015-B Bonds shall mature on June 1 (the "2015-B Principal Payment Date") in each of the years and in the principal amounts and shall bear interest at the respective rates per annum (computed on the basis of a 360-day year of twelve 30-day months), as follows:

2015-B Bonds Maturity Schedule
SERIAL BONDS

Maturity Date	Principal Amount	Interest Rate
06/01/2016	$460,000.00	0.55%
06/01/2017	470,000.00	0.90%
06/01/2018	435,000.00	1.30%

Subject to the book entry provisions of Section 6 of this Resolution, the Bonds shall be issued as fully registered certificated bonds without coupons in denominations of $5,000, or integral multiples thereof not exceeding the principal amount of Bonds maturing on the respective Principal Payment Date; and the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

The interest on the 2015-A Bonds shall be payable semiannually on March 1 and September 1 of each year commencing March 1, 2016 (the "2015-A Interest Payment Date"). The interest on the 2015-B Bonds shall be payable semiannually on June 1 and December 1 of each year commencing June 1, 2016 (the "2015- B Interest Payment Dates"), to the Owners of the Bonds as shown on the Registration Books as of the fifteenth (15th) day of the month prior to the Interest Payment Date (the "Record Date"). The 2015-A Interest Payment Date and the 2015-B Interest Payment Dates are referred to collectively in this resolution as "Interest Payment Date"). The Bonds shall bear interest from their applicable Interest Payment Date immediately preceding their effective authentication date, unless such effective authentication date is an Interest Payment Date when the Bonds shall bear interest from such Interest Payment Date, or unless the effective authentication date is before the first Interest Payment Date, in which case the Bonds shall bear interest from the Dated Date. The effective date of authentication shall be set forth on each Bond, such date to be the date of authentication by the Bond Registrar.

The principal amount of the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent defined in this Resolution upon the presentation of the Bonds for payment and cancellation at the Paying Agent's principal office in the City of Topeka, Kansas. The interest on the Bonds shall be payable in lawful money of the United States of America to the owners of the Bonds (the "Owners") as of the Record Date, by check or draft of the Paying Agent mailed to the Owners at their addresses as shown on the Registration Books, at such other address as an Owner has furnished in writing to the Bond Registrar, or in the case of an Owner that is a securities depository, by electronic transfer, upon written notice given to the Paying Agent by that Owner, not less than 15 days before the Record Date for such payment, containing the electronic transfer instructions, including the bank address (required to be in the United States of America), ABA routing number and account number where the wire transfer should be directed.

If a 2015-A Principal Payment Date or a 2015-B Principal Payment Date (together "Principal Payment Date") or an Interest Payment Date (collectively a "Payment Date") is a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State of Kansas and on which the Paying Agent is scheduled in the normal course of its operations to be closed, then the payment of such principal, premium or interest need not be made on the scheduled Payment Date, and may be made on the next succeeding business day with the same force and effect as if made on the scheduled Payment Date, and no interest shall accrue for the period after the scheduled Payment Date.

The Paying Agent shall make payment directly to DTC or its nominee, as the registered owner, for the principal of and the interest on the Bonds; and DTC will remit such principal and interest to its Direct Participants for distribution to the Beneficial Owners, all as defined and in

the manner set forth in the following Section 6 and as governed by the terms of the Letter of Representation referred to in Section 6.

In the event that the Bonds should be issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Paying Agent shall maintain Registration Books for the ownership of the Bonds on behalf of the City; and the Paying Agent will make payment for the Bonds directly to the registered owners of the Bonds as shown by said Registration Books as described in this Section 2.

SECTION 3. Redemption of Bonds.

(A) Optional Redemption. The 2015-A Bonds maturing in the years 2016 to 2022, inclusive, shall become due and payable on their respective maturity dates without the option of prior call for redemption. At the option of the City, the 2015-A Bonds maturing September 1, 2023, and thereafter, may be called for redemption and payment prior to their respective maturities, on September 1, 2022 or thereafter, as a whole or in part, as determined by the City at any time, at a redemption price equal to the principal amount, plus accrued interest to the date of redemption, without premium. The 2015-B Bonds are not subject to optional redemption prior to their maturities.

(B) Selection of Bonds to be Redeemed. The 2015-A Bonds shall be redeemed only in face amounts of $5,000 or integral multiples thereof. If the City elects to call for redemption less than all of the 2015-A Bonds at the time outstanding, the Bonds shall be redeemed in such manner as the City shall determine, with 2015-A Bonds of less than a full maturity to be selected by lot in units of $5,000; and the City shall, in the case of 2015-A Bonds registered in denominations greater than $5,000, treat each $5,000 of face value of a 2015-A Bond so registered as though it were a separate Bond in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any fully registered 2015-A Bond certificate is selected for redemption, then the Owner of such 2015-A Bond shall forthwith present and surrender such 2015-A Bond to the Paying Agent for payment of the redemption price of the $5,000 unit or units of face value called for redemption, and for exchange, without charge to the Owner thereof for a new 2015-A Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such 2015-A Bond. If the Owner of any 2015-A Bond of a denomination greater than $5,000 shall fail to present such Bond to the Paying Agent for payment and exchange as aforesaid, such 2015-A Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount thereof called for redemption (and to that extent only).

(C) Notice of Redemption. The City shall give notice of any call for redemption and payment in writing to the Paying Agent not less than forty-five (45) days prior to the redemption date; and the Paying Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than thirty (30) days prior to the redemption date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State of Kansas which are in effect as of the date of giving any such notice. All notices of redemption given under the

provisions of this Section shall be dated at least thirty (30) days prior to the redemption date, and shall state (i) the redemption date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the redemption date the principal amount, and premium, if any, will become due and payable upon each such Bond or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the redemption date, (v) any conditions required prior to redemption and payment, and (vi) that the Bonds so selected for redemption are to be surrendered to or at the principal office of the Paying Agent for payment. The failure of any Owner of the Bonds to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

At the option of the City, a notice of optional redemption may be made conditional upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and moneys are not received, the notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that the Bonds will not be redeemed.

For as long as the Securities Depository (defined in Section 6) is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this subsection to the Securities Depository. It is expected the Securities Depository will, in turn, notify its Participants and that its Participants, in turn, will notify or cause to notification of the Beneficial Owners of the Bonds. A failure on the part of the Securities Depository or a Participant, or a failure on the part of a nominee of a Beneficial Owner of Bond (having received notice of a redemption from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bonds so affected, shall not affect the validity of the redemption of such Bond.

(D) Deposit of Moneys for and Payment of Redemption Price. On or prior to the redemption date, the City shall deposit with the Paying Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the redemption date, of all Bonds or portions thereof selected for redemption on the redemption date. Upon the surrender by the Owners of Bonds selected for redemption, the Paying Agent shall pay the redemption price thereof to the Owners. If one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Paying Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided above. All Bonds selected, called and surrendered for redemption shall be canceled by the Paying Agent and shall not be reissued.

(E) Effect of Call for Redemption. Whenever any Bond, or one or more of the $5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Section, all interest on such Bond, or such one or more of the $5,000 units of face value represented by any such Bond, shall cease from and after the redemption date, provided funds are then available for its payment at the price hereinbefore specified.

SECTION 4. Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, the governing body has elected to have the provisions of the Kansas Bond Registration Law apply to the Bonds and pursuant thereto, has designated and appointed the Treasurer of the State of Kansas, Topeka, Kansas, as the Bond Registrar and Paying Agent for the bonds (the "Paying Agent" or "Bond Registrar"). The terms, conditions and provisions under which the State Treasurer will perform its duties as Bond Registrar and Paying Agent for the Bonds are set forth in an "Agreement between Issuer and Agent", dated as of August 13, 2015 (the "Issuer/Agent Agreement"), authorized by the Bond Ordinance and incorporated here by this reference.

SECTION 5. Ownership; Transfers and Exchanges; Mutilated, Lost, Stolen or Destroyed Bonds. Pursuant to the Issuer/Agent Agreement, the Bond Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Bonds (the "Registration Books"), and the person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of, the principal of and the interest on any such Bond shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms, conditions and requirements for the transfer and exchange of the Bonds, and for the replacement of a mutilated, lost, stolen or destroyed Bond are fully set forth in the Issuer/Agent Agreement. Replacement bonds delivered upon any transfer or exchange made in compliance with the provisions, terms, conditions and requirements set forth in the Issuer/Agent Agreement shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the pledges made in this Resolution and the Bond Ordinance and shall be entitled to all of the security and benefits hereof to the same extent as the bonds surrendered.

SECTION 6. Book-Entry-Only Bonds. The Bonds shall be initially distributed in book-entry-only form through The Depository Trust Company, New York, New York ("DTC"), by depositing with DTC one certificate for each maturity in fully registered form, registered in the name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the Bonds maturing on the respective Principal Payment Dates as authorized herein. Notwithstanding anything in this Resolution to the contrary, so long as the Bonds remain in book-entry-only form the manner of payment of the principal of and the interest on the Bonds to DTC, and other matters relating to the distribution of the Bonds in book-entry-only form through DTC, shall be governed by the provisions of this Section 6 and a Letter of Representations from the City to DTC (the "Letter of Representations"), which the Mayor or City Clerk have previously executed and delivered on behalf of the City.

One certificate per maturity registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the each series of Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York; and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations permitted by Section 2

hereof must be made by or through Direct Participants of DTC (as defined in the Letter of Representation), which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

In the event the Bond Registrar receives written notice from Participants having interest in not less than 50% of the Bonds outstanding, as shown on the records of DTC (and certified to such effect by DTC), that the continuation of a book-entry only system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the registered owners of such determination or such notice, and the Bond Registrar shall register in the name of and authenticate and deliver replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption ("Replacement Bonds"). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

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

In the event DTC resigns, is unable to properly discharge is 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 City may appoint a successor securities depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor securities depository to discharge its responsibilities. Any such successor securities depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of the Bonds to the successor securities depository in appropriate denominations and form as provided in this Resolution.

SECTION 7. Execution and Authentication. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk, and shall have affixed or imprinted thereon a facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk on a Certificate of Registration which shall be printed on the reverse of the bonds, attested by a facsimile of the City's official seal imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in his or her office, which registration shall be evidenced by his or her manual or facsimile signature on a Certificate of State Treasurer which shall be printed on the reverse of the Bonds, and which shall be attested by a facsimile of his or her official seal imprinted opposite his or her signature. In case any officer of the City or of the State whose signature shall appear on the Bonds shall cease to be such officer before the actual delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No bond shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon has been duly executed by the Bond Registrar, and a duly executed Certificate on any Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Bond Registrar's Certificate of Authentication on any Bond shall be duly executed by it when manually signed by an authorized officer or signatory thereof; and it shall not be necessary that the same officer or signatory of the Bond Registrar manually sign such Certificate on all Bonds issued under this Resolution.

SECTION 8. Bonds Not Presented for Payment. If any Bond is not presented for payment when the principal becomes due at maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Owner thereof for the payment of such Bond shall then cease, determine and be completely discharged, and then it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at maturity, the Paying Agent shall repay to the City the funds therefore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

SECTION 9. Payment of Costs. The City shall pay out of the proceeds of the Bonds all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the bonds except (a) the reasonable fees and expenses of replacing a Bond or Bonds which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

SECTION 10. Form of Bonds. The Bonds issued under this Resolution shall be evidenced by printed certificates in the form required by the laws of the State of Kansas, and shall contain recitals as required by the Constitution and Laws of the State of Kansas, including a recital that the Bonds are issued in the manner prescribed by the Bond Act, and pursuant to the authority of the Special Assessment Act and Refunding Act (both as defined in the Bond Ordinance), for the purpose of refunding the Refunded Bonds and paying the costs of acquiring, constructing and installing the Project in the City.

The governing body hereby authorizes, orders and directs Triplett, Woolf & Garretson, LLC, the City's Bond Counsel, to prepare the form and text of the certificates for the Bonds, and to cause the same to be printed as the definitive bond certificates for the Bonds.

SECTION 11. Creation and Ratification of Accounts. Simultaneously with the issuance and delivery of the Bonds, there shall be created within the Treasury of the City, the following accounts for the Bonds:

General Obligation Bonds, Series A-2015 Principal and Interest Account (the "Series 2015-A Principal and Interest Account"); and

General Obligation Bonds, Series B-2015 Principal and Interest Account (the "Series 2015-A Principal and Interest Account"); and

General Obligation Bonds, Series 2015-A Bonds Project Fund (the "2015-A Project Fund"); and

City of Abilene, Series 2015-B Bonds Redemption Fund (the "2015-B Redemption Fund").

City of Abilene, Series 2015-A Bonds and Series 2015-B Bonds Costs of Issuance Account (the "2015 Bonds Cost of Issuance Account") containing a Series 2015-A Subaccount and a Series 2015-B Subaccount.

The Series 2015 Principal and Interest Accounts shall be administered and maintained for the purpose of depositing moneys from the issuance, sale and delivery of each corresponding series of the Bonds, which moneys represent accrued interest and premium, if any, paid on the corresponding Series of Bonds, and for depositing moneys for the subsequent payment and retirement of each corresponding series of the Bonds, whether upon an Interest Payment Date, Principal Payment Date or upon the redemption thereof prior to maturity, and for no other purpose. The Series 2015 Principal and Interest Accounts may be a subaccounts of the City's Bond and Interest Fund.

The Series 2015-A Project Fund shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Series 2015-A Bonds for the purpose of paying the costs associated with purchasing, acquiring, constructing and installing the Project, including the redemption and payment of the City's existing Temporary Notes, Series 2013, issued to temporarily finance costs of the Project, and

funds remaining after such expenditures, can thereafter be used together with the Series 2015-A Principal and Interest Account for the subsequent payment and retirement of the 2015-A Bonds.

The Series 2015-B Redemption Fund shall constitute the defeasance escrow for the Refunded Bonds. Moneys paid and credited to the Redemption Fund shall be transferred to the State Treasurer to be used and expended solely and only for the purpose of paying the principal of and interest on the Refunded Bonds, and the fees of the Fiscal Agent for acting as such, if any, as and when the same shall become due and payable, upon the redemption of the Refunded Bonds on August 14, 2015, and for no other purpose, all in accordance with the terms and at the times required by this Resolution, the Bond Ordinance and the terms of the Refunded Bonds. Any moneys remaining in the Redemption Fund after the payment of all of the principal of and interest on the Refunded Bonds shall thereafter be transferred to the Series 2015-B Principal and Interest Account to be used to pay the applicable portion of the principal due on the 2015-B Bonds on their first Principal Payment Date.

Money deposited in the corresponding subaccounts of the Costs of Issuance Account shall be applied to pay the costs of issuing the Series 2015-A Bonds and the Series 2015-B Bonds. Funds remaining in the Series 2015-A Bonds Subaccount of the Costs of Issuance Account after payment of all costs of issuing the Series 2015-A Bonds shall be transferred to the City and deposited in the Series 2015-A Principal and Interest Account to pay a portion of the first principal due on the Series 2015-A Bonds, not later than 30 days before the first Principal Payment Date or one year after the issue date of the Series 2015-A Bonds. Funds remaining in the Series 2015-B Bonds Subaccount of the Costs of Issuance Account after payment of all costs of issuing the Series 2015-B Bonds shall be transferred to the City and deposited in the Series 2015-B Principal and Interest Account to pay a portion of the first principal due on the Series 2015-B Bonds, not later than 30 days before the first Principal Payment Date or one year after the issue date of the Series 2015-B Bonds.

SECTION 12. Sale and Delivery of Bonds; Disposition of Proceeds. The Mayor and City Clerk are authorized and directed to prepare and execute the Bonds in the form and manner specified in this resolution, including a reasonable inventory quantity of bond certificates for transfer, exchange and replacement in accordance with the provisions hereof; and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as herein provided. The Bonds having been sold as provided by law, they are authorized to be delivered to First Bank Kansas, Abilene, Kansas, upon receipt by the City of the full purchase price and accrued interest from the Dated Date to the date of issuance and delivery.

The proceeds from the sale of the Bonds shall be deposited into the Treasury of the City for the credit of and shall be applied, together with other monies of the City, as follows:

(A) *Series 2015-A Principal and Interest Account.* The amount of the proceeds representing accrued interest on the 2015-A Bonds, if any, and the amount of the proceeds representing premium paid on the 2015-A Bonds, if any, shall be credited to and deposited in the Series 2015-A Principal and Interest Account; and any accrued interest used for payment of the

first maturing interest on the 2015-A Bonds, and any premium used for payment of the first maturing principal on the 2015-A Bonds; and

(B) *Series 2015-A Project Account – Costs of Issuance.* $226,081.16 of the 2015-A Bond proceeds shall be immediately credited to and deposited in the Project Fund, along with $78,656.32 of available funds of the City, and $76,810.02 of prepaid special assessments, and applied to the redemption and payment of the City's Temporary Improvement Notes, Series 2013. $18,917.84 of the 2015-A Bond proceeds shall be deposited in the Series 2015-A Subaccount of the Costs of Issuance Account.

(C) *Series 2015-B Principal and Interest Account.* The amount of the proceeds representing accrued interest on the 2015-B Bonds, if any, and the amount of the proceeds representing premium paid on the 2015-B Bonds, if any, shall be credited to and deposited in the Series 2015-B Principal and Interest Account; and any accrued interest used for payment of the first maturing interest on the 2015-B Bonds, and any premium used for payment of the first maturing principal on the 2015-A Bonds; and

(D) *Series 2015-B Redemption Fund and Costs of Issuance.* $1,345,567.76 of the 2015-B Bond proceeds shall be immediately credited to and deposited in the Redemption Fund for the redemption and payment of the Refunding Bonds on August 14, 2015 and $19,432.24 of the 2015-B Bond proceeds shall be immediately credit to and deposited in the Series 2015-B Subaccount of the Costs of Issuance Account for the payment of the costs of issuance of the 2015-B Bonds.

Moneys in each of the funds and accounts created by this Resolution shall be deposited and secured according to the laws of the state of Kansas. Moneys held in such accounts may be invested as permitted by the laws of the state of Kansas that mature at times as reasonably provide for moneys to be available for the authorized purposes of each account. All earnings and investments in such accounts shall accrue to and become a part of such fund or account.

SECTION 13. Resolution Constitutes Contract; Remedies of Owners. The provisions of this Resolution, and all of its covenants and agreements, shall constitute a contract between the City and the Owners, and the Owners of not less than ten percent (10%) of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas;

(B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

SECTION 14. Limitation on Actions by Owners; Remedies Cumulative; Delay or Omission Not Waiver. No one or more of the Owners secured hereby shall have any right in any manner whatsoever 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 of the Owners. Nothing in this Resolution or in the Bonds shall affect or impair the obligations of the City to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owners to enforce payment of the Bonds held by them, or to reduce to judgment their claim against the City for the payment of the principal amount of and the interest on the Bonds without reference to or consent of any other Owners. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without regard to any other remedy however given. No delay or omission of any Owners to exercise any right or power accruing upon any default as described here shall impair any such default or be construed as an acquiescence in default, and every right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by any Owners on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owners, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such proceedings had been taken.

SECTION 15. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security, or (iii) to more precisely identify the Project, or (iv) to conform this Resolution to the Code (as hereinafter defined) or future applicable Federal laws concerning tax-exempt obligations. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by an ordinance of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the bonds then outstanding, such consent to be evidenced by an instrument or instruments executed by the 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 City Clerk; provided that, the following modifications or alternations shall require the written consent of one hundred percent (100%) of the Owners of the then outstanding Bonds:

(A) Extending the maturity of any payment of principal or interest due upon the Bonds, or

(B) Effecting a reduction in the amount which the City is required to pay by way of principal or interest on the Bonds, or

(C) Permitting a preference or priority of any Bond or Bonds over any other Bond or Bonds, or

(D) Reducing the percentage of the principal amount of the then outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Any and all modifications made in the manner as described above shall not become effective until a copy of the ordinance of the City authorizing the modifications, duly certified and published, as well as proof of consent to the modification by the Owners of not less than the required percentage of the principal amount of the bonds then outstanding as described above is filed with the City Clerk. It shall not be necessary to note on any of the outstanding Bonds any reference to such amendment or modification.

SECTION 16. Defeasance. When the principal of and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by this Resolution shall cease and terminate. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or with a bank located in the State of Kansas and having full trust powers, at or prior to the maturity or date of redemption, as the case may be, of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Securities consisting of direct obligations of, or obligations payment of the principal of and interest on which are guaranteed by, the United States of America, which together with the interest to be earned on such Government Securities, will be sufficient for the payment of the principal amount of and the interest on the Bonds, to the date of maturity or redemption, as the case may be, or if default in such payment shall have accrued on such date, then to the date of the tender of such payments; provided that, if such payment and discharge is to be made on a redemption date that notice of such redemption has been duly and properly given as provided by this Resolution and that all of the other terms and provisions of this Resolution relative to the call for and the redemption and payment of the Bonds shall have been satisfied. Any moneys which at any time shall be deposited with the Paying Agent or such Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or such Kansas bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys so deposited with the Paying Agent or such Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

SECTION 17. Surrender and Cancellation of Bonds. Whenever any outstanding Bond shall be delivered to the Bond Registrar after payment of the principal amount of and the interest represented thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Bond Registrar and counterparts of a Certificate of Destruction describing

such Bonds so destroyed and evidencing such destruction shall be furnished by the Bond Registrar to the City.

SECTION 18. Tax Covenants. The governing body of the City covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not use or permit use of the proceeds thereof in a manner which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"); and that it will comply with all applicable requirements of Section 148 of the Code and the Rules and Regulations of the United States Treasury Department thereunder for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to assure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable Rules and Regulations of the United States Treasury Department thereunder.

SECTION 19. Designation as Qualified Tax-Exempt Obligations. The governing body of the City has designated the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code in the Bond Ordinance.

SECTION 20. Other Documents. The Mayor and City Clerk are authorized and directed to prepare and execute any and all supporting documents and certificates required in the issuance of the Bonds, including any applicable notice of redemption of the Refunded Bonds, a Bond Purchase Agreement, if supplied, and final certificates required to be included in the official Transcript of Proceedings evidencing authorization and issuance of the Bonds, and the refunding of the Refunded Bonds all without further action by the governing body.

SECTION 20. Further Authority. The City shall, and the officers, agents and employees thereof, are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with the provisions of this Resolution and to give effect to the transactions contemplated hereby.

SECTION 21. Severability. If any section, paragraph, clause or provision of this Resolution is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution.

SECTION 22. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

[*Remainder of Page Intentionally Left Blank*]

ADOPTED AND APPROVED by the governing body of the City of Abilene, Kansas on July 27, 2015.

CITY OF ABILENE, KANSAS

[seal]

By_____
Dennis P. Weishaar, Mayor

ATTEST:

By_____
Penny Soukup, City Clerk

RESOLUTION NO. 072715-3

A RESOLUTION APPROVING AN AGREEMENT FOR INTERIM LEGAL SERVICES WITH CLARK, MIZE, AND LINVILLE, CHARTERED

WHEREAS, the City of Abilene desires to enter into an agreement with Clark, Mize, and Linville, Chartered, as attached hereto as **Exhibit A**, for interim legal services for the City of Abilene, Kansas.

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

SECTION ONE. Agreement. That an Agreement for Interim Legal Services with Clark, Mize, and Linville, Chartered is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 27th day of July, 2015.

CITY OF ABILENE, KANSAS

By:_____
Dennis P. Weishaar, Mayor

ATTEST:

_____
Penny Soukup, CMC
City Clerk

EXHIBIT A

Agreement for Interim Legal Services

with

Clark, Mize, and Linville, Chartered

July 27, 2015

AGREEMENT FOR INTERIM LEGAL SERVICES

This Agreement is entered into this _____ day of July, 2015, by and between the CITY OF ABILENE, KANSAS (the "City") and CLARK, MIZE & LINVILLE, CHARTERED, Salina, Kansas ("CM&L").

Recitals

A. CM&L employs a number of attorneys who perform legal work relating to public entities as participants in the firm's Public Law Section.

B. The City desires to contract with CM&L for interim legal and related support services until such time as the City has formally filled the position of City Attorney.

THE PARTIES therefore agree as follows:

(1) Legal Services. CM&L agrees to perform legal services as assigned by the City through lawyers or legal assistants of the firm as designated by the lead attorney, Aaron O. Martin. CM&L shall be compensated for legal services performed on the basis of an hourly rate for the time required in completing the assigned legal work. The hourly rate for work performed by a licensed attorney shall be $175 per hour. The hourly rate for legal assistant work performed by CM&L staff legal assistants shall be $75 per hour. The City shall also reimburse CM&L for any out-of-pocket expenses incurred in the performance of the assigned legal work, including items such as overnight delivery charges, mileage, and extraordinary copying projects. CM&L will provide the City with a statement identifying the lawyer or legal assistant who performed the assigned legal work, describing the work performed, reporting the time required to the 1/10th of an hour, and itemizing any out-of-pocket expenses to be reimbursed.

(2) Support Services. In conjunction with the performance of legal work for the City, CM&L agrees to provide legal support staff, office space, computer equipment, and law library. CM&L also agrees that its library and conference room shall be available for City use when needed.

(3) Term. This Agreement shall commence July 27, 2015, and shall remain in effect thereafter until such time as either party gives the other party ten (10) days written notice of its intention to terminate the professional relationship.

(4) Relationship. It is expressly understood that CM&L, in performing services under this Agreement, does so as an independent contractor. The City shall neither have nor exercise any control or direction over the methods by which CM&L performs its services hereunder. The sole interest and responsibility of the City is to see that the services covered by this Agreement are performed and rendered in a competent, efficient, and satisfactory manner. CM&L shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, licensing fees, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.

(5) No Delegation of the City's Sovereign Authority. It is expressly understood that by entering into this Agreement, the City is not delegating any portion of its sovereign powers to any attorney in the employment of CM&L.

(6) Non-assignable. This Agreement shall not be assignable, in whole or in part, by CM&L.

EXECUTED the day and year first above written.

CITY OF ABILENE, KANSAS

_____

_____

_____

ATTEST:

_____

Penny Soukup, City Clerk

CLARK, MIZE & LINVILLE, CHARTERED

_____

Peter L. Peterson, Treasurer

RESOLUTION NO. 072715-4

A RESOLUTION APPROVING A SERVICES AGREEMENT CONTRACT WITH BANYON DATA SYSTEMS, INC. FOR ACCOUNTING AND UTILITY BILLING SOFTWARE

WHEREAS, the City of Abilene desires to enter into an agreement with Banyon Data Systems, Inc., as attached hereto as **Exhibit A**, for the acquisition and installation of accounting and utility billing software for the City of Abilene, Kansas.

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

SECTION ONE. Agreement. That a Services Agreement Contract for accounting and utility billing software with Banyon Data Systems, Inc. is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 27th day of July, 2015.

CITY OF ABILENE, KANSAS

By:_____
Dennis P. Weishaar, Mayor

ATTEST:

_____
Penny Soukup, CMC
City Clerk

EXHIBIT A

Services Agreement Contract

with

Banyon Data Systems, Inc.

July 27, 2015

banyondata

Services Agreement Contract

This Service Agreement Contract has been agreed upon by The City of Abilene, KS located at 419 North Broadway Street, Abilene, KS 67410. (Owner)

Start date of July 27, 2015 and an estimated Completion Date of August 28, 2015. Support and training may require an ongoing arrangement given the changes in software features and enhancements.

Contracted By **Banyon Data Systems, Inc., 350 W Burnsville Parkway, Burnsville MN, (800) 229-1130** (Service Provider) on this 27th Day of July, 2015.

The service activities attached will be provided and completed in accordance with the terms and conditions. Supplemental contractual issues are provided in the attached Addendum 1. Contractual activities are listed in the attached signed proposals.

This agreement shall last for the term of: Continuously so long as the City of Abilene remains on annual support maintenance with Banyon Data Systems, Inc.

The fee for the service provided under this agreement shall be $ $37, 225.00

Payment shall be made upon the signing of this agreement, the approval of an invoice from Banyon Data Systems, Inc. to the City of Abilene. Additional fees for addition add-on software modules not noted on the attached and supplemental training if necessary shall be discussed and agreed upon before it is performed.

Additional cost(s) incurred for payroll and vendor check forms and utility bill forms will be handled by a third party vendor. Banyon Data recommends Business Forms and Systems as an approved and reliable forms vendor (800) 383-1696. The service provider shall provide additional unscheduled services upon notification of any condition that the service provider believes can adversely affect the operations of the City of Abilene, Kansas.

The undersigned owner acknowledges and agrees that the information above is correct and complete. The owner also agrees to pay all charges under the agreement.

BANYON DATA SYSTEMS, INCORPORATED	JEFF CHRISTENSEN, PRESIDENT
Service Provider	Printed Name
	_____
	Signature
_____	_____
Software System Owner / Client	Printed name
	_____
	Signature

Addendum 1

1.) **Provisions of Services-** The owner and service provider have agreed that the services are provided on an as needed basis to fulfill the owner's responsibility to operate and maintain the system. The parties acknowledge that regulations can change and there may be an increase in the level of service which was initially agreed upon.

2.) **Owner's Obligation for System Maintenance-** The owner must promptly notify the service provider of any known defects, problems, or complaints.

3.) **Additional Items Purchased**-The owner will be responsible for paying the service provider for additional services and products.

4.) **Access-** The owner will grant the service provider access to the software for training, maintenance and operational endeavors for service included in the agreement and attached.

5.) **Natural and Man-Made Events Excluded-** The service provider will have no liability or obligations in connection with any damage resulting from electrical outage, storms, flooding, lightening, earthquakes, or any act of God. The owner will then be responsible for all costs incurred in connection with such events.

6.) **Delays-** The service provider shall not be liable for delays in performance or non-performance caused by circumstances beyond control. Such events include but are not limited to storms, flooding, fires, government actions, labor strikes, labor shortage, or the inability to maintain reasonable levels of use for the software applications and databases.

7.) **Payment-** The owner shall pay for the services provided in accordance with the payment terms listed on invoices submitted by the service provider.

8.) **Additional Unexpected Costs**-The owner is also responsible for paying all attorney fees and expenses, court costs, and any other costs incurred by the service provider to collect any overdue balances and interest.

9.) **Termination-** Failure to pay may result in the service provider terminating the agreement without notice and shall have no further obligations if any amount remains unpaid after 90 days from the date of the invoice.

10.) **Service Provider Liability-** The service provider's liability under this agreement for any defect or failure is limited to an exchange of the product and/or a return of the amounts paid for the software applications. No claim shall exceed the total paid for the service/materials for which damages are claimed. The service provider is not liable for lost profits or incidental damages.

11.) **Non-waiver**- No action or inaction on the part of the service provider shall be deemed a waiver of rights, remedies, breaches, or subsequent defaults by the owner in the performance of or compliance with the terms of this agreement.

12.) **Transferability-** This agreement cannot be transferred, delegated, or otherwise assigned to any party without the prior written consent of the service provider.

13.) **Severability-** If any term or provision of this agreement is deemed to be invalid or unenforceable, such a determination will not affect any of the remaining terms and provisions. All such remaining terms and provisions will remain in full force and effect.

14.) **Required Mediation-** All parties will agree that any disputes, including the construction or application of this agreement, shall be submitted to mediation between the service provider and owner. All items must be fully documented. If the mediation does not result in a mutual settlement within one year from the date submitted, each party has the right to enforce obligations in a court of law. All reasonable attorney fees, court costs, and expenses incurred by the prevailing party are to be paid in full by the other party, as allowed by the applicable law.

15.) **Modifications-** The terms of this agreement can only be modified if all involved parties have given a written agreement.

banyondata

350 West Burnsville Parkway, Burnsville, Minnesota 55337
(952) 882-7730 - (800) 229-1130 - (952) 882-7734 (FAX)

PROPOSAL

Date: 05/28/15
Expires: 07/31/15

For: City of Abilene
Darlene Provance
419 N. Broadway St.
Abilene KS 67410

Phone: 785-263-2550
Fax: (785) 263-2552
Email: adminasst@abilenecityhall.com

Banyon Contact	Title	Email/Phone	Comment	Invoice #
Ed Ragsdale	Sales Rep	edragsdale@banyon.com		

Description	Amount
Win Property Management Software	$5,295.00
Win Property Management Annual Support	$865.00
Licenses, Permits, Violations & Special Assessment	
Banyon Training 1 Day	$400.00

For on-site training, please add travel expenses for places 400 miles round trip from Burnsville, MN.

Sub-total	$6,560.00
Tax	$0.00
Total	$6,560.00

Banyon Data Systems, Inc. hereby proposes to provide the above stated product and service in accordance with the above specifications. All Product and service are guaranteed as specified. No returns will be accepted after 90 days from signed proposal date. If returned before 90 days then a restocking fee of 20% will be charged on software only. Training will not be refunded if already completed and annual support will be prorated from date on proposal.

I accept this proposal from Banyon Data Systems: Neil B. Gillen

Subject to formal contract approval

Acceptance Date: 7/22/15 Title/Position: City Manager

Banyon Authorized Signature: Ed Ragsdale

Banyon BDS software includes unlimited users. Property Management software includes Violations, Permits, Licenses and Special Assessments.

banyondata
350 West Burnsville Parkway, Burnsville, Minnesota 55337
(952) 882-7730 - (800) 229-1130 - (952) 882-7734 (FAX)

PROPOSAL

Date: 05/28/15
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For: City of Abilene
Darlene Provance
419 N. Broadway St.
Abilene KS 67410

Phone: 785-263-2550
Fax: (785) 263-2552
Email: adminasst@abilenecityhall.com

Banyon Contact	Title	Email/Phone	Comment	Invoice #
Ed Ragsdale	Sales Rep	edragsdale@banyon.com		

Description	Retail	Discount	Amount
Win Fund Accounting Software			$5,295.00
Billing/Invoicing			$995.00
Manage Payables			$595.00
Fixed Assets Tracking			$995.00
Purchase Order Module			$595.00
Payroll Software with Retirement/ HR	$3,695.00	$3,695.00	$0.00
Payroll Electronic Timecard Entry			$1,495.00
Payroll Direct Deposit ACH with Email			$995.00
Win Utility Billing Software			$5,295.00
WinUB Deposit Slip Printing			$295.00
UB Direct Payments/ ACH (Optional)			$595.00
UB Certification to Taxes			$595.00
UB Disconnect Notice Door Tags			$395.00
UB Meter Device Interface Sensus			$1,295.00
UB PSN Interface pay online/email bills			$995.00
Point of Sale Software Cash Receipts			$3,195.00
UB Service Orders			$395.00

For on-site training, please add travel expenses for places 400 miles round trip from Burnsville, MN.

Sub-total	$24,020.00
Tax	$0.00
Total	$24,020.00

Banyon Data Systems, Inc. hereby proposes to provide the above stated product and service in accordance with the above specifications. All Product and service are guaranteed as specified. No returns will be accepted after 90 days from signed proposal date. If returned before 90 days then a restocking fee of 20% will be charged on software only. Training will not be refunded if already completed and annual support will be prorated from date on proposal.

I accept this proposal from Banyon Data Systems: Neil B. Gillen

subject to formal contract approval

Acceptance Date: 7/22/15 Title/Position: City Manager

Banyon Authorized Signature: Ed Ragsdale

Banyon BDS software includes unlimited users. Please see attached proposal #2 for Property Management software Code Enforcement, Licensing, Permits and Special Assessments.

banyondata

350 West Burnsville Parkway, Burnsville, Minnesota 55337
(952) 882-7730 - (800) 229-1130 - (952) 882-7734 (FAX)

PROPOSAL

Date: 05/28/15
Expires: 07/31/15

For: City of Abilene
Darlene Provance
419 N. Broadway St.
Abilene KS 67410

Phone: 785-263-2550
Fax: (785) 263-2552
Email: adminasst@abilenecityhall.com

Banyon Contact	Title	Email/Phone	Comment	Invoice #
Ed Ragsdale	Sales Rep	edragsdale@banyon.com		

Description	Amount
Banyon Training and Data Conversion Cost	
Banyon 4 Day Training	$1,600.00
Fund Accounting Data Conversion	$200.00
Payroll Data Conversion	$200.00
Utility Billing Data Conversion	$500.00
Banyon Annual Support Cost	
Win Fund Accounting Annual Support	$795.00
Billing/Invoicing Annual Support	$195.00
Fixed Assets Module Annual Support	$195.00
Win Payroll Annual Support	$795.00
Electronic Timecard Entry Annual Support	$395.00
Win Utility Billing Annual Support	$795.00
UB Meter Device Interface Annual Support	$295.00
UB Service Orders Annual Support	$195.00
Win Point of Sales Annual Support	$485.00

For on-site training, please add travel expenses for places 400 miles round trip from Burnsville, MN.

Sub-total	$6,645.00
Tax	$0.00
Total	$6,645.00

Banyon Data Systems, Inc. hereby proposes to provide the above stated product and service in accordance with the above specifications. All Product and service are guaranteed as specified. No returns will be accepted after 90 days from signed proposal date. If returned before 90 days then a restocking fee of 20% will be charged on software only. Training will not be refunded if already completed and annual support will be prorated from date on proposal.

I accept this proposal from Banyon Data Systems: David B. Allison

Subject to formal contract approval

Acceptance Date: 7/22/15 Title/Position: City Manager

Banyon Authorized Signature: Ed Ragsdale

Banyon annual support cost includes software updates, unlimited calls and online help.

Dwight D. Eisenhower Municipal Building
419 N. Broadway Street, PO Box 519
Abilene, KS 67410
www.abilenecityhall.com
Phone: (785) 263-2550
Fax: (785) 263-2552

July 28, 2015

KDOT/KTA Transload Facility Advisory Committee
Attn: John Maddox
Kansas Department of Transportation
Bureau of Transportation Planning
Freight and Rail Unit
700 SW Harrison, 2nd Floor Tower
Topeka, KS 66603

KDOT/KTA Transload Facility Advisory Committee:

The City of Abilene is appreciative of the opportunity to be considered as a potential location for a transload facility. Abilene, and Dickinson County, have many advantages that make our site a great opportunity for a transload facility. Most notably, Abilene is connected to the Interstate Highway System and has access to Union Pacific and BNSF Railway.

Over the last several years, Abilene has been committed to its infrastructure and continues to plan improvements that will enhance safety and mobility while providing opportunities for economic growth. The City has invested about $3.5 million to improve E. First Street and partnered with KDOT to invest another $900,000 to improve the intersection of First Street and Buckeye Avenue (K-15).

A transload facility will no doubt require further investment in public infrastructure. The City is committed to partnering on the project to leverage public and private resources in order to better our community, the region, and the State of Kansas. The City understands that much work will be required to make a transload facility successful and will make a good faith effort to optimize the economic opportunity of such a facility if Abilene is selected for a transload facility.

The City also understands that regional partnership will be a critical element to a successful project. The City has proactively reached out to neighboring communities such as Salina, Junction City, and Manhattan. Dickinson County and the City have worked extensively to prepare the proposal, and are committed to continuing this relationship moving forward.

On behalf of the City of Abilene, I want to extend my appreciation for the Committee's consideration of Abilene and Dickinson County for a transload facility. The City looks forward to learning more about this opportunity and hopes to work with the State of Kansas to develop a transload facility for the betterment of Kansas and our region.

Sincerely,

Dennis P. Weishaar
Mayor

Dwight D. Eisenhower Municipal Building
419 N. Broadway Street, PO Box 519
Abilene, KS 67410
www.abilenecityhall.com
Phone: (785) 263-2550
Fax: (785) 263-2552

July 28, 2015

Honorable Senator Pat Roberts
109 Hart Senate Office Building
Washington, DC 20510

Honorable Senator Roberts:

On behalf of the City of Abilene, I ask you to advance the current transportation debate and support the Wicker-Booker amendment to direct additional transportation resources to local decision-makers.

The City fully supports the Wicker-Booker amendment to increase the total funding available for the Surface Transportation Program (STP) and increase the portion of STP funds distributed to local areas by population. Local elected officials are well-positioned to deploy this funding on a wide range of projects that increase mobility for the citizens they serve.

Regions, counties, and cities throughout the country are unique; STP funds acknowledge this by providing the most flexible funding to local governments, which own and operate 78 percent of the nation's road miles, 43 percent of the nation's federal-aid highway miles, 50 percent of the nation's bridge inventory, and operate a majority of the nation's transit systems. The City of Abilene estimates that it is responsible for the maintenance of about sixty linear miles of streets. While this number does not seem like much, these miles are critical to the well-being of Abilene's local economy and help connect it to the regional and national economy.

In addition to increasing funding for local governments under STP, the Wicker-Booker amendment will take important steps to increase the credibility and transparency of STP. State DOTs that do not currently suballocate STP dollars to areas under 200,000 in population would, under this carefully crafted amendment, be required to conduct a process that will provide these areas an opportunity to submit projects to their state for funding consideration. Abilene's population is about 6,800, and this provision may provide an opportunity for funds to be allocated to small communities like Abilene.

The Wicker-Booker amendment strengthens the partnership between the Federal government and local governments across the country by ensuring that federal surface transportation legislation provides additional resources to regions and local governments. By better aligning STP funding with the share of the nation's transportation system that is under local ownership, the City knows that this amendment is crucial to ensuring the economic vitality and competitiveness of our nation.

The City of Abilene respectfully requests your support of the Wicker-Booker amendment to help improve mobility for residents of Abilene, Kansas. Thank you for your ongoing leadership and work on behalf of Abilene.

Sincerely,

Dennis P. Weishaar
Mayor

Dwight D. Eisenhower Municipal Building
419 N. Broadway Street, PO Box 519
Abilene, KS 67410
www.abilenecityhall.com
Phone: (785) 263-2550
Fax: (785) 263-2552

July 28, 2015

Honorable Senator Jerry Moran
521 Dierksen Senate Office Building
Washington, DC 20510

Honorable Senator Moran:

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The City of Abilene respectfully requests your support of the Wicker-Booker amendment to help improve mobility for residents of Abilene, Kansas. Thank you for your ongoing leadership and work on behalf of Abilene.

Sincerely,

Dennis P. Weishaar
Mayor

City of Abilene
Payroll Expenditures Report
07/17/15

	TOTALS	
NET SALARIES	$	82,637.44
OASDI - CITY/EMPLOYEE	$	14,403.42
MEDICARE - CITY/EMPLOYEE	$	3,368.50
FEDERAL WITHHOLDING - EMPLOYEE	$	10,228.16
KPERS - CITY/EMPLOYEE	$	9,959.31
KPF - CITY/EMPLOYEE	$	12,269.77
WADDELL & REED 457 - CITY/EMPLOYEE	$	2,086.00
WADDELL & REED SAVINGS - EMPLOYEE	$	290.00
STATE TAX - EMPLOYEE	$	3,301.67
AFLAC INSURANCE - EMPLOYEE	$	556.80
VISION PLANS - EMPLOYEE	$	289.71
HEALTH INSURANCE - CITY/EMPLOYEE	$	21,867.10
ATHLETIC CLUBS - CITY/EMPLOYEE	$	223.63
KS PAYMENT CENTER SUPPORT - EMPLOYEE	$	785.64
WAGE GARNISHMENTS - EMPLOYEE	$	776.15
FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	$	1,035.46
POLICE & FIREMENS INS. - EMPLOYEE	$	20.92
TOTAL PAYROLL EXPENDITURES	**$**	**164,099.68**

		MANUAL PAYABLES			
			July 27, 2014		
Date	Check Number	Vendor	Line Item	Amount	Description
07/10/15	19971	Ab. Public Library	011-520790	$ 144,768.30	March & June 2015 Tax Disbursements
07/10/15	19972	Linda Mason-Reynolds	001-008-520550	$ 15,000.00	2015 Economic Development Grant
Total				$ 159,768.30	

CITY OF ABILENE

Summary Voucher Listing

Open, Completed , Printed, Requisitions

Vendor Number & Name		Voucher No	Sts	Date	Memo	Voucher Total	Scheduled Partial Payments	Man Chk#
01150	ABILENE BASEBALL CLUB	20151078	C	07/27/15	199 PARTICIPANTS	8,336.63		
01214	ABILENE FLYING SERVICE	20151098	C	07/27/15	LAWN MOWER SERVICED	146.69		
01250	ABILENE MUNICIPAL COURT	20151037	C	07/27/15	TERRY PACK 15-0119	540.00		
		20151038	C	07/27/15	PANTELEO DIPASQUALE 14-0263/13-0168	325.00		
		20151039	C	07/27/15	DUSTY FAIRBANKS 12-0728	585.00		
		20151073	C	07/27/15	JAYNIE WEISBENDER 12-0744	200.00		
		20151074	C	07/27/15	QIONE THOMAS 12-0727	365.00		
		20151075	C	07/27/15	MICHAEL STEELE 11-0557	585.00		
		20151076	C	07/27/15	TARA WAYMIRE 13-0133	190.00		
		20151077	C	07/27/15	CHRIS SPALL 14-0376	105.00		
01290	ABILENE PRINTING & OFFICE	20151040	C	07/27/15	OFFICE SUPPLIES	20.85		
01320	ABILENE REFLECTOR-CHRONICLE	20151041	C	07/27/15	JUNE ADS & LEGALS	175.16		
		20151042	C	07/27/15	ADVERTISING	260.70		
		20151079	C	07/27/15	2016 BUDGET HEARING NOTICE	42.90		
01340	ABILENE ROTARY CLUB	20151080	C	07/27/15	2ND QTR DUES - DILLNER, HEIMER & PURKIS	378.75		
01520	ALSOP SAND CO, INC	20151099	C	07/27/15	STREET REPAIRS	402.00		
19396	APAC, INC - SHEARS	20151100	C	07/27/15	HMA STREET REPAIRS	1,851.20		
01697	AQUA-AEROBIC SYSTEMS, INC	20151081	C	07/27/15	270 DIFFUSERS & KITS	7,155.41		
01696	ARLAN CO INC	20151049	C	07/27/15	CLARIFIER/YELLOW KLEAR - CHEMICALS	326.21		
01790	AVERY POSTCARDS	20151101	C	07/27/15	GIFT SHOP RESALE	62.50		
999215	BASHORE, CRYSTAL	20151082	C	07/27/15	REFUND SEASON PASS - CAMERON BOYER (FRACTURE)	42.50		
02014	BAYER CONSTRUCTION CO, INC	20151102	C	07/27/15	HMA STREET REPAIR	209.91		
999123	CHISHOLM TRAIL CLASSIC AUTO	20151103	C	07/27/15	2015 BUSINESS INVESTMENT GRANT	8,400.00		
03200	COMMUNITY FOUNDATION OF DK C	20151104	C	07/27/15	REIMB. FARMER'S MARKET BAGS	150.00		
03430	CONTINENTAL ANALYTICAL	20151105	C	07/27/15	LAB	373.20		
04005	D S & O RURAL ELECTRIC COOP	20151083	C	07/27/15	ELECTRIC SERVICE LIGHT @ CORNER OF CLR GARTEN & WATER TOWER	176.30		
04300	DK CTY REGISTER OF DEEDS	20151043	C	07/27/15	DEEDS FOR 204 N ROGERS - DAN REYNOLDS	2.00		
04320	DK CTY SHERIFF	20151044	C	07/27/15	PRISONER CARE JUNE 2015	3,255.00		
999081	EISENHOWER LIBRARY	20151106	C	07/27/15	SPONSORSHIP	700.00		
05230	EXPRESS PRINT & SIGNS	20151045	C	07/27/15	88 CAMP SHIRTS FB & GBB	391.50		
999212	FLINT HILLS COORDINATED	20151046	C	07/27/15	2015/2016 DUES	50.00		
06245	FOLTZ JANE	20151047	C	07/27/15	MAY/JUNE 2015 VEHICLE MILEAGE	244.38		
08070	HAMM INC	20151107	C	07/27/15	ROAD ROCK	244.90		

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08145	HD SUPPLY WATERWORKS	20151108	C	07/27/15	METERS	4,128.00		
08130	HEARTLAND HEALTH CARE CLINIC	20151050	C	07/27/15	RICKI - DRIVER'S PHYSICAL	195.00		
08220	HENRY HELGERSON CO.	20151109	C	07/27/15	TABLES & CHAIRS FOR STATE FAIR BOOTH	102.50		
08110	HICKMAN ENVIRONMENTAL	20151110	C	07/27/15	BI-YEARLY MAINT.ON LIFT STATION	400.00		
08400	HOLM AUTOMOTIVE CENTER	20151084	C	07/27/15	BRAKE HOSE #06 DUMP TRUCK/SHIFT CABLE FOR #07 PICKUP	185.35		
999160	HOOK, MICHAEL	20151111	C	07/27/15	CIVIC CENTER SET UP	150.00		
09069	IMAGE QUEST	20151085	C	07/27/15	BASE COPIER	38.56		
		20151112	C	07/27/15	MAINT. FEE 7/20-8/20/15	136.95		
09055	IMWRF	20151113	C	07/27/15	APPLE DAYS BOOTH	35.00		
11009	KA-COMM, INC.	20151114	C	07/27/15	EQUIPMENT INSTALL FOR NEW ANIMAL CONTROL VEHICLE	2,300.68		
11223	KANSAS ONE-CALL SYSTEM, INC	20151087	C	07/27/15	LOCATES	291.00		
11117	KANSAS!	20151086	C	07/27/15	2 YEAR SUBSCRIPTION	30.00		
11014	KAW VALLEY ENGINEERING	20151115	C	07/27/15	ENGINEERING SURVEY FOR KLINK PROJECT	3,200.00		
11450	KDHE	20151088	C	07/27/15	OPERATOR CERTIFICATE - JAY LEUSMAN	20.00		
11050	KELLER AMERICA INC	20151116	C	07/27/15	PROBE FOR WELL #21	600.25		
11254	KINDERKNECHT, MARK	20151117	C	07/27/15	NUISANCE ABATEMENT - 201 NE 15TH, 409 SW 3RD & 1405 N KUNEY	405.00		
11085	KRWA	20151089	C	07/27/15	ANNUAL DUES	920.00		
11525	KS EMPLOYMENT SECURITY FUND	20151048	C	07/27/15	2ND QTR UNEMPLOYMENT TAX	4,136.62		
06127	KS GAS SERVICE	20151051	C	07/27/15	GAS SERVICE	564.98		
11170	KS SAMPLER FOUNDATION	20151118	C	07/27/15	DUES	250.00		
19770	KS TREASURER	20151132	C	07/27/15	P & I ON CEDAR RIDGE, EASTRIDGE & DAWSON 4 - SERIES 2009	106,623.75		
		20151133	C	07/27/15	P & I ON HIGHLANDS - 2010A	232,406.88		
		20151134	C	07/27/15	P & I ON 1ST STREET - 2011 BI	229,058.75		
		20151135	C	07/27/15	P & I ON 2013 BONDS FOR LADDER TRUCK & REFINANCE BONDS - 2013BI	271,445.00		
12012	LA RUE DISTRIBUTING INC	20151121	C	07/27/15	COFFEE	59.98		
12010	LACAL EQUIPMENT, INC	20151119	C	07/27/15	SWEEPER GUTTER BROOM SEGMENTS	60.00		
12037	LAMPTON WELDING SUPPLY	20151120	C	07/27/15	WELD SHOP SUPPLIES	286.05		
13147	MCKEE POOLS, INC	20151052	C	07/27/15	WADING POOL CL2 FEEDER	147.50		
11227	MIDWEST CONCRETE MATERIALS	20151122	C	07/27/15	MANHOLE REPAIR	771.88		
09090	MILLER, JERRY A.	20151090	C	07/27/15	AWOS MAINT. FEE JULY 2015	300.00		
13458	MORRIS PUBLISHING GROUP, LLC	20151123	C	07/27/15	CAPITAL JOURNAL & ONLINE AD	280.00		

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14171	NEOFUNDS BY NEOPOST	20151053	C	07/27/15	POSTAGE	500.51		
		20151054	C	07/27/15	DBL TAPE - POSTAGE LABELS	67.99		
14270	NLETC	20151124	C	07/27/15	TRAINING - 214 BRADEN LONG	495.00		
14840	OCCK INC.	20151055	C	07/27/15	JUNE 2015 SERVICE	6,166.67		
999216	OSTERMANN, CHRIS	20151125	C	07/27/15	2015 BUSINESS INVESTMENT GRANT	15,000.00		
999211	PACK, TERRY	20151056	C	07/27/15	BOND REFUND 15-0119	385.00		
999217	PAWS & CLAWS	20151126	C	07/27/15	REIMB. FOR FARMER'S MARKET BAGS	150.00		
16135	POLYDYNE, INC	20151091	C	07/27/15	CLARIFLOC	1,080.00		
16300	PRAIRIE FIRE COFFEE	20151127	C	07/27/15	COFFEE	154.65		
999213	PRICE, JAMES	20151057	C	07/27/15	KAA 2015 SUMMER WORKSHOP	235.58		
16337	PROFESSIONAL WATER TECHNOLO	20151128	C	07/27/15	LAVASOL 1	669.00		
16401	PURKIS, GLENDA	20151129	C	07/27/15	TRAVEL	129.96		
16402	PURVIS, JOHN	20151058	C	07/27/15	RAGAS 15-0365, JONES 15-0071, BALDOCK 15-0425	292.50		
		20151059	C	07/27/15	HENDERSON 15-0125, MEIN 15-00167	357.50		
17009	QUILL	20151130	C	07/27/15	PENS/FLASH DRIVES	66.74		
999185	ROBERTS-MEYER, SHARON	20151131	C	07/27/15	ARTS FESTIVAL CONTRACT LABOR	610.00		
999036	RYLAND, CORINA	20151136	C	07/27/15	REIMB. FOR SISTER CITY EXPENSES	268.03		
999161	S & K ELECTRIC	20151061	C	07/27/15	ADD OUTLETS/SPLIT CIRCUIT ROSE GARDEN	300.00		
19080	SAGE PRODUCTS, INC	20151092	C	07/27/15	TRASH BAGS	175.00		
19180	SALINA SUPPLY CO	20151093	C	07/27/15	4" FIRE HYDRANTS/METER GASKETS	3,774.00		
19195	SAMS CLUB/GECF	20151060	C	07/27/15	POOL CONCESSION/SAFETY MTG SUPPLIES	420.12		
999083	SHERWIN WILLIAMS	20151094	C	07/27/15	REPAIRS TO TRAFFIC MARKING PAINT MACHINE & PAINT FOR FLOURIDE ROOM RESTORATION	1,203.89		
999677	SOLOMON STATE BANK	20151137	C	07/27/15	REIMB. FOR FARMER'S MARKET BAGS	150.00		
999214	STACKHOUSE, ED	20151095	C	07/27/15	MILEAGE	29.90		
19715	STANION WHOLESALE ELECTRIC	20151138	C	07/27/15	PERIOD LIGHTING REPAIRS	164.83		
19837	STOUT SERVICE & SALES, INC	20151096	C	07/27/15	HUSTLER MOWER REPAIRS	75.00		
20355	TRAILS END CAR WASH	20151062	C	07/27/15	TRUCK WASH	9.00		
		20151063	C	07/27/15	TRUCK WASH	20.00		
21110	UNIVERSITY OF KANSAS	20151097	C	07/27/15	TUITION FOR WASTEWATER CLASSES - HITE, CLARK & LOKKEN	255.00		
16260	US POST OFFICE-POSTMASTER	20151064	C	07/27/15	REGULAR BILLING AUG 2015	1,100.00		
22014	VISA - UMB ADMINISTRATION	20151065	C	07/27/15	SUPPLIES	993.35		

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22019	VISA - UMB COMMUNITY DEVELOP	20151066	C	07/27/15	SUPPLIES	253.73		
22016	VISA - UMB CVB	20151139	C	07/27/15	SUPPLIES	1,654.58		
22015	VISA - UMB FIRE DEPT	20151067	C	07/27/15	SUPPLIES	66.24		
22012	VISA - UMB MUNICIPAL COURT	20151068	C	07/27/15	SUPPLIES	25.56		
22010	VISA - UMB PARKS	20151069	C	07/27/15	SUPPLIES	6,577.76		
22011	VISA - UMB POLICE DEPT	20151140	C	07/27/15	SUPPLIES	1,834.83		
22021	VISA - UMB PUBLIC WORKS	20151070	C	07/27/15	SUPPLIES	4,855.05		
23020	WAGEWORKS	20151141	C	07/27/15	FSA MONTHLY ADMIN FEE FOR JUNE	115.00		
23159	WESTAR ENERGY	20151071	C	07/27/15	ELECTRIC SERVICE	45,382.81		
02155	WILKENS, JEFF	20151072	C	07/27/15	BETA PATHWAY - NORTH ROSE GARDEN	2,800.00		
					Report Total	994,688.15		