

CITY OF HAYSVILLE

Agenda

January 25, 2016

CALL TO ORDER

ROLL CALL

INVOCATION BY: Pastor David Vetter, West Haysville Baptist Church

PLEDGE OF ALLEGIANCE

SPECIAL ORDER OF BUSINESS

- A. Presentation of New Haysville Activity Center Design

PRESENTATION AND APPROVAL OF MINUTES

- A. [Minutes of January 11th, 2016](#)

ITEM #1 CITIZENS TO BE HEARD

- A. Sedgwick County Fire Department

ITEM #2 APPROVAL OF LICENSES AND BONDS

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. [AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.](#)
- B. [A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, OF THE CITY OF HAYSVILLE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 1027 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.](#)

- C. [AN ORDINANCE AMENDING AND UPDATING THE COMPREHENSIVE PLAN OF THE CITY OF HAYSVILLE, KANSAS AND REPEALING CONFLICTING PREVIOUSLY ADOPTED SECTIONS OF THE COMPREHENSIVE PLAN OF THE CITY OF HAYSVILLE, KANSAS.](#)

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Governing Body Announcements
- B. [Haysville Park Board 2015 Annual Report](#)
- C. [Memo to Council Re: Mileage Reimbursement Rate](#)

ITEM #5 OLD BUSINESS

ITEM #6 OTHER BUSINESS

- A. [Consideration of Approval of Haysville Senior Center Temporary Special Event Permit Application for Consumption of Alcoholic Liquor](#)

ITEM #7 DEPARTMENT REPORTS

- A. Administrative Services – Will Black
- B. City Clerk – Janie Cox
- C. Police – Jeff Whitfield
- D. Public Works – Randy Dorner
- E. Recreation – Georgie Carter

ITEM #8 APPOINTMENTS

ITEM #9 OFF AGENDA CITIZENS TO BE HEARD

ITEM #10 EXECUTIVE SESSION

ITEM #11 BILLS TO BE PAID

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

ITEM #12 CONSENT AGENDA

- A. [Land Bank Annual Report of Receipts and Disbursements](#)

ITEM #13 COUNCIL ITEMS

- A. Council Concerns

B. Council Action Request Update

a. 125 Van Arsdale

b. 700 block of Greenwood Ct.

ITEM #14 ADJOURNMENT

The Regular Council Meeting was called to order by Mayor Bruce Armstrong at 7:01 p.m. in the Haysville Municipal Building, 200 West Grand Avenue.

Roll was taken by Recording Secretary Ginger Cullen: Kessler here, Kanaga here, B. Rardin here, Ewert here, J. Rardin here, Crum here, Thompson here. Councilperson Dan Benner was not present.

Invocation was given by Pastor Elizabeth Cummings of the Resurrection Lutheran Church.

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

Under Presentation and Approval of Minutes, Mayor Bruce Armstrong presented for approval the Minutes of December 29th, 2015.

Motion by Kessler – Second by B. Rardin

I make a motion that we approve the minutes from December 29th, 2015.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert abstain, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

There were no Citizens to be Heard.

Under Approval of Licenses and Bonds, Mayor Bruce Armstrong presented Cereal Malt Beverage License for Selen Co., LLC Mini Stop – 7200 S. Broadway.

Motion by Kessler – Second by B. Rardin

I make a motion that we approve the Cereal Malt Beverage License for Selen Co., LLC Mini Stop at 7200 S. Broadway.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

There were no Ordinances or Resolutions.

Under Notices and Communications, Mayor Bruce Armstrong called for Governing Body Announcements. Councilperson Steve Crum advised of new hours at the Haysville Community Library, as well as library events and Campus sports information. He advised the Campus swim team would hold their Swim-to-a-Wish fundraiser for the Make a Wish Foundation on February 26th, 27th, and 28th. Crum stated in the three years they have been doing this, they have raised over \$86,000 for the Make a Wish Foundation. Mayor Armstrong advised there would be a Land Bank meeting on January 25th after the City Council meeting to discuss specials for the properties that were recently acquired. He advised the Mayor's Youth Leadership Council would take a trip to Topeka on January 14th. Mayor Armstrong advised a meeting occurred with the school district regarding problems with the previously signed inter-local agreement. He advised

Regular Council Meeting

January 11, 2016

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that the School Board could not do an inter-local agreement because of their bonds. Mayor Armstrong stated staff would discuss and look for a way to move forward and that Council would be kept up to date on what was happening.

Under Notices and Communications, Mayor Bruce Armstrong presented a Memo to Council Regarding New Business and an Email from Cox Communications Regarding Rate Change Notification.

There was no Old Business.

Under Other Business, Mayor Bruce Armstrong presented Consideration of Audit Services Proposals. Chief Administrative Officer Will Black advised the City's current auditor had been purchased by BKD CPAs and Advisors so new requests for proposals had to be sent out. Black was available to answer questions from Council.

Motion by Crum – Second by Thompson

If there is no other discussion, I'll go ahead and make a motion that we approve the audit proposals from BKD CPAs and Advisors for \$101,450.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

Under Other Business, Mayor Bruce Armstrong presented First Reading of the Comprehensive Plan. Planning Coordinator Zach McHatton advised that no motion was required tonight, but he wanted Council to begin to review the plan. He advised the plan would have to be updated again next year to account for changes to the Zoning Area of Influence and the Land Use Map. McHatton answered questions from Council.

Under Other Business, Mayor Bruce Armstrong presented Quarterly Economic Development Update. Economic Development Director James Oltman provided a review of 2015 and advised the finishing touches were being put on the 2016 community survey.

Mayor Bruce Armstrong asked for Department Reports.

Chief Administrative Officer Will Black had nothing to report.

City Clerk Janie Cox advised city offices would be closed on January 18th in observance of Martin Luther King Jr. Day.

Police Chief Jeff Whitfield stated the visiting officer was Master Police Officer Brady Simmons. He also advised two police officer recruits, Thomas Oldenettel and Aaron Watkins, would be graduating from the Kansas Law Enforcement Training Center on Friday, January 15th. Whitfield advised that the City of Haysville had received a Gold Star Award from the Kansas Municipal Insurance Trust and that the City's gold rating

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January 11, 2016

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saved \$5,967 on insurance premiums. He advised that in the past 11 years, earning the gold rating has saved the City a total of \$52,255 on work comp insurance premiums.

Public Works Director Randy Dorner stated Code Enforcement had worked with the railroad and received permission for Public Works to cut down trees on the railroad side of the retaining wall. He showed photos of the progress made. Dorner also advised Public Works would be closed on January 18th in observance of Martin Luther King Jr. Day, but Public Works would have staff on call. He stated the Build Haysville signs in River Forest had been lowered to a more secure height and yield signs have been installed on the hike and bike path on each side of Delos. He stated the Building Inspector had checked for earthquake related damage on the City's concrete buildings and that none was discovered, but there were some maintenance items found that they would need to take care of.

Recreation Director Georgie Carter advised there would be S.O.S. days on January 15th and 18th due to school not being in session. She also advised of classes and programs coming up. Carter advised the Special Olympics Polar Plunge would be held in Haysville at Riggs Park on February 6th.

Under Appointments, Mayor Bruce Armstrong presented Appointment of Municipal Judge. Mayor Armstrong advised that his choice was Greg Keith.

Motion by Kessler – Second by B. Rardin

I make a motion that we allow you to appoint Greg Keith as the Municipal Judge.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

Under Appointments, Mayor Bruce Armstrong presented Appointment of City Attorney. Mayor Armstrong advised that his choice was Alison Brown.

Motion by Kessler – Second by Ewert

I make a motion that we allow you to appoint Alison Brown as City Attorney.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

Under Appointments, Mayor Bruce Armstrong presented Appointment of Chief Administrative Officer. Mayor Armstrong advised that his choice was Will Black.

Motion by Crum – Second by Ewert

I make a motion that we allow you to appoint Chief Administrative Officer Will Black to continue in that position.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, J. Rardin yea, Crum yea, Thompson yea.

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Motion declared carried.

Under Appointments, Mayor Bruce Armstrong presented Appointment of City Clerk/ Treasurer. Mayor Armstrong advised that his choice was Janie Cox.

Motion by Kanaga – Second by Ewert

I make a motion that we approve the appointment of Janie Cox as City Clerk/ Treasurer.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

Under Appointments, Mayor Bruce Armstrong presented Appointment of Chief of Police. Mayor Armstrong advised that his choice was Jeff Whitfield.

Motion by Kessler – Second by Kanaga

I make a motion that we allow you to appoint Jeff Whitfield as Chief of Police.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

Under Appointments, Mayor Bruce Armstrong presented Appointment of Public Works Director. Mayor Armstrong advised that his choice was Randy Dorner.

Motion by Crum – Second by J. Rardin

I make a motion that we allow you to appoint Randy Dorner as Public Works Director.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

Under Appointments, Mayor Bruce Armstrong presented Appointment of Recreation Director. Mayor Armstrong advised that his choice was Georgie Carter.

Motion by Kessler – Second by Ewert

I make a motion that we allow you to appoint Georgie Carter as Recreation Director.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

Under Appointments, Mayor Bruce Armstrong presented Appointment of Pat Ferguson, 944 Alexander, Regarding Appointment to Historic Committee for a Three Year Term.

Motion by Crum – Second by Ewert

I make a motion that we allow the Mayor to appoint Pat Ferguson at 944 Alexander for a three year term to the Historic Committee.

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Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

Under Appointments, Mayor Bruce Armstrong presented Appointment of Wanda Gilmore, 322 Hungerford, Regarding Appointment to Historic Committee for a Three Year Term.

Motion by Crum – Second by J. Rardin

I move that we allow the Mayor to appoint Wanda Gilmore, 322 Hungerford, to a three year term for the Historic Committee.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

Under Appointments, Mayor Bruce Armstrong presented Appointment of Carole Gonzalez, 219 N. Twin Pines, Regarding Appointment to Historic Committee for a Three Year Term.

Motion by Crum – Second by Ewert

I move that we allow the Mayor to appoint Carole Gonzalez, 219 N. Twin Pines to a three year term for the Historic Committee.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

There were no Off Agenda Citizens to be Heard.

There was no Executive Session.

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

Motion by Ewert – Second by B. Rardin

I make a motion that we pay the first half of January bills.

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

There was nothing under the Consent Agenda.

Under Council Items, Mayor Bruce Armstrong asked for Council Concerns. Councilperson Mike Kanaga advised people had been receiving notices from AT&T stating that services could be interrupted due to installation of fiber optic lines. Public Works Director Randy Dorner advised that the ZAYO Group was installing fiber optic

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January 11, 2016

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lines between cell towers, but he did not know if that was the interruption the AT&T letters were referring to.

Mayor Bruce Armstrong presented for approval Adjournment.

Motion by Kessler – Second by Ewert

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

Kessler yea, Kanaga yea, B. Rardin yea, Ewert yea, J. Rardin yea, Crum yea, Thompson yea.

Motion declared carried.

The Regular Council Meeting adjourned at 7:39 p.m.

Janie Cox, City Clerk

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ORDINANCE NO. 1027

OF

THE CITY OF HAYSVILLE, KANSAS

PASSED

JANUARY 25, 2016

**GENERAL OBLIGATION REFUNDING BONDS
SERIES 2016**

ORDINANCE NO. 1027

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

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

WHEREAS, the City heretofore issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, reduce debt service requirements of the City for certain years and provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the Refunded Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HAYSVILLE, KANSAS, AS FOLLOWS:

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

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.* and K.S.A. 10-620 *et seq.*, all as amended and supplemented from time to time.

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

“**Bond Resolution**” means the resolution to be adopted by the governing body of the City prescribing the terms and details of the Bonds and making covenants with respect thereto.

“**Bonds**” means the City's General Obligation Refunding Bonds, Series 2016, dated February 1, 2016, authorized by this Ordinance.

“**City**” means the City of Haysville, Kansas.

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

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

“**Ordinance**” means this Ordinance authorizing the issuance of the Bonds.

“**Refunded Bonds**” means collectively: (a) the Series 2006 Bonds maturing in the years 2017 to 2021, inclusive, in the aggregate principal amount of \$625,000; (b) the Series 2007 Bonds maturing in the years 2018 to 2027, inclusive, in the aggregate principal amount of \$2,615,000; (c) the Series 2008 Bonds maturing in the years 2018 to 2028, inclusive, in the aggregate principal amount of \$1,565,000; and (d) the Series 2010 Bonds maturing in the years 2020 to 2030, inclusive, in the aggregate principal amount of \$1,460,000.

“**Series 2006 Bonds**” means the City's General Obligation Bonds, Series 2006, dated March 1, 2006.

“**Series 2007 Bonds**” means the City's General Obligation Bonds, Series 2007, dated August 1, 2007.

“**Series 2008 Bonds**” means the City's General Obligation Bonds, Series 2008, dated September 15, 2008.

“**Series 2010 Bonds**” means the City's General Obligation/General Obligation Bonds, Series 2010, dated April 15, 2010.

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

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds, Series 2016, of the City in the principal amount of \$6,455,000, for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain internal improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body 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 above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

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

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

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

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor and publication in the official City newspaper.

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PASSED by the governing body of the City on January 25, 2016 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on January 25, 2016; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in *The Haysville Sun Times* on January 28, 2016.

DATED: January 28, 2016.

Clerk

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(PUBLISHED IN *THE HAYSVILLE SUN TIMES* ON JANUARY 28, 2016)

SUMMARY OF ORDINANCE NO. 1027

On January 25, 2016, the governing body of the City of Haysville, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, OF THE CITY OF HAYSVILLE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2016 Bonds approved by the Ordinance are being issued in the principal amount of \$6,455,000, to refund previously issued general obligation bonds of the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 200 W. Grand, P.O. Box 404, Haysville, Kansas 67060-0404. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.haysville-ks.com.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: January 25, 2016.

City Attorney

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RESOLUTION NO. 16-01

OF

THE CITY OF HAYSVILLE, KANSAS

ADOPTED

JANUARY 25, 2016

**GENERAL OBLIGATION REFUNDING BONDS
SERIES 2016**

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RESOLUTION NO. 16-01

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, OF THE CITY OF HAYSVILLE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 1027 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

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

WHEREAS, in order to provide for the payment of the Refunded Bonds it is desirable to enter into the Escrow Agreement, by and between the Issuer and the Escrow Agent; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$6,455,000 to refund the Refunded Bonds.

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

ARTICLE I

DEFINITIONS

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

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.* and K.S.A. 10-620 *et seq.*, all as amended and supplemented from time to time.

“AGM” means Assured Guaranty Municipal Corp., a New York domiciled financial guaranty insurance company, or any successor thereto.

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

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

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

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

“Bond Insurance Policy” means the municipal bond insurance policy issued by the Bond Insurer concurrently with the delivery of the Bonds guaranteeing the scheduled payment when due of the principal of and interest on the Bonds.

“Bond Insurer” means AGM with respect to the Bonds.

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

“Bond Purchase Agreement” means the Bond Purchase Agreement dated as of January 21, 2016, between the Issuer and the Purchaser.

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

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

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

“Bonds” means the General Obligation Refunding Bonds, Series 2016, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

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

“City” means the City of Haysville, Kansas.

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

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

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

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

connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Refunding Bonds, Series 2016 created pursuant to *Section 501* hereof.

“Dated Date” means February 1, 2016.

“Debt Service Account” means the Debt Service Account for General Obligation Refunding Bonds, Series 2016 created within the Bond and Interest Fund pursuant to *Section 501* hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

(b) evidences of ownership of proportionate interests in future interest and principal payments on United States Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying United States Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated; or

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

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

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

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

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

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

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

“Disclosure Undertaking” means the Issuer’s Omnibus Continuing Disclosure Undertaking, as may be amended and supplemented, relating to certain obligations contained in the SEC Rule.

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

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

“Escrow Agent” means Security Bank of Kansas City, Wichita, Kansas, and its successors and assigns.

“Escrow Agreement” means the Escrow Trust Agreement, dated as of February 1, 2016, between the Issuer and the Escrow Agent.

“Escrow Fund” means the Escrow Fund for Refunded Bonds referred to in *Section 501* hereof.

“Escrowed Securities” means the direct, noncallable obligations of the United States of America, as described in the Escrow Agreement.

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

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

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

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

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

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

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

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

“Insurer’s Fiscal Agent” means the agent designated by the Bond Insurer pursuant to the Bond Insurance Policy.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be April 1 and October 1 of each year, commencing April 1, 2016.

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

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

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

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

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

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

(a) To the Issuer at:

City Hall
200 W. Grand
P.O. Box 404
Haysville, Kansas 67060-0404
Fax: (316) 529-5925

(b) To the Paying Agent at:

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

(c) To the Purchaser:

George K. Baum & Company
100 N. Main, Suite 810
Wichita, Kansas 67202
Fax: (316) 264-9370

(d) To the Rating Agency(ies):

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

Standard & Poor's Ratings Services,
a division of McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

(e) To the Escrow Agent at:

Security Bank of Kansas City
Corporate Trust Department
200 W. Douglas, Suite 612
Wichita, Kansas 67202
Fax: (913) 279-7960

with a copy to:

Security Bank of Kansas City
Corporate Trust Department
701 Minnesota Avenue
Suite 206, P.O. Box 171297
Kansas City, Kansas 66117
Fax: (913) 279-7960

(f) To the Bond Insurer:

Assured Guaranty Municipal Corp.
31 West 52nd Street
New York, New York 10019
Telephone: (212) 826-0100
Fax: (212) 339-3529

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

“Notice Representative” means:

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

- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.
- (e) With respect to the Escrow Agent, the Manager of the Corporate Trust Department.
- (f) With respect to the Bond Insurer, Attn: Managing Director -- Surveillance -- Re: Policy No. [_____].

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

“Ordinance” means Ordinance No. 1027 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

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

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

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

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

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

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either

of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f); or (m) other investment obligations authorized by the laws of the State and approved in writing by the Bond Insurer, all as may be further restricted or modified by amendments to applicable State law.

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

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

“Purchaser” means George K. Baum & Company, Wichita, Kansas, the original purchaser of the Bonds, and any successor and assigns.

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

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

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

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

“Refunded Bonds” means collectively: (a) the Series 2006 Bonds maturing in the years 2017 to 2021, inclusive, in the aggregate principal amount of \$625,000; (b) the Series 2007 Bonds maturing in the years 2018 to 2027, inclusive, in the aggregate principal amount of \$2,615,000; (c) the Series 2008 Bonds maturing in the years 2018 to 2028, inclusive, in the aggregate principal amount of \$1,565,000; and (d) the Series 2010 Bonds maturing in the years 2020 to 2030, inclusive, in the aggregate principal amount of \$1,460,000.

“Refunded Bonds Paying Agent” means the respective paying agent for each series of the Refunded Bonds as designated in the respective Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent for any of the Refunded Bonds.

“Refunded Bonds Redemption Date” means, collectively: (a) October 1, 2016, for the Series 2006 Bonds; (b) October 1, 2017, for the Series 2007 Bonds and Series 2008 Bonds; and (d) October 1, 2019, for the Series 2010 Bonds.

“Refunded Bonds Resolution” means each ordinance and resolution which authorized the Refunded Bonds.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 210* hereof.

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

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

“Series 2006 Bonds” means the City's General Obligation Bonds, Series 2006, dated March 1, 2006.

“Series 2007 Bonds” means the City's General Obligation Bonds, Series 2007, dated August 1, 2007.

“Series 2008 Bonds” means the City's General Obligation Bonds, Series 2008, dated September 15, 2008.

“Series 2010 Bonds” means the City's General Obligation/General Obligation Bonds, Series 2010, dated April 15, 2010.

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

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

“State” means the state of Kansas.

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

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

“Term Bonds” means the Bonds scheduled to mature in the year 2030.

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

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in

such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

“**Verification Report**” means the verification report referenced in *Article V* hereof relating to the sufficiency of money and obligations deposited in the Escrow Fund to be applied in accordance with the Escrow Agreement.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$6,455,000, for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay Costs of Issuance.

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

SERIAL BONDS

<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2016	\$100,000	2.00%	2022	\$610,000	3.00%
2017	145,000	2.00%	2023	575,000	3.00%
2018	605,000	3.00%	2024	455,000	3.00%
2019	575,000	3.00%	2025	480,000	3.00%
2020	940,000	3.00%	2026	435,000	3.00%
2021	715,000	3.00%	2027	445,000	3.00%

TERM BONDS

<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2030	\$375,000	3.25%

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

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

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

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

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

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

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

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

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

notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated December 29, 2015, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

Section 213. Sale of the Bonds – Bond Purchase Agreement. The execution of the Bond Purchase Agreement by the Mayor is hereby ratified and confirmed. Pursuant to the Bond Purchase Agreement, the Issuer agrees to sell the Bonds to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

Section 214. Authorization of Escrow Agreement. The Issuer is hereby authorized to enter into the Escrow Agreement and the Mayor and Clerk are hereby authorized and directed to execute the Escrow Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the Issuer. The Escrow Agent is hereby authorized to carry out, on behalf of the Issuer, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the Purchaser and Bond Counsel are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities described therein, including the subscription for United States Treasury Securities – State and Local Government Series.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on October 1 in the years 2026, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on October 1, 2025, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

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

<u>Principal Amount</u>	<u>Year</u>
\$175,000	2028
100,000	2029
100,000	2030*

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the

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

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

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

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

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar, the Bond Insurer and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of

said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

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

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

(a) Debt Service Account for General Obligation Refunding Bonds, Series 2016 (within the Bond and Interest Fund).

(b) Compliance Account.

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

In addition to the Funds and Accounts described above, the Escrow Agreement establishes the following Funds and Accounts to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement:

(a) Escrow Fund for Refunded Bonds.

(b) Costs of Issuance Account for General Obligation Refunding Bonds, Series 2016.

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

(a) All accrued interest and excess proceeds, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) An amount necessary to pay the Costs of Issuance shall be transferred to the Escrow Agent for deposit into the Costs of Issuance Account and applied in accordance with the Escrow Agreement.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be transferred to the Escrow Agent for deposit in the Escrow Fund and applied in accordance with the Escrow Agreement.

Section 503. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and

Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

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

Section 504. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

Section 505. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Escrow Agent to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Issuer for deposit into the Compliance Account or the Debt Service Account.

Section 506. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish an initial cash balance in accordance with the Escrow Agreement. The cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely in the manner authorized by the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Escrow Agreement.

Section 507. Verification of Certified Public Accountant. Prior to or concurrently with the issuance and delivery of the Bonds and the creation of the Escrow Fund, the Issuer shall obtain a Verification Report from an independent certified public accountant that such accountant has verified the accuracy of the calculations that demonstrate that the money and obligations required to be deposited with the Escrow Agent pursuant to this *Article V* and the Escrow Agreement, together with the earnings to accrue thereon, will be sufficient for the timely payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds in accordance with the Escrow Agreement.

Section 508. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined

adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 604. Control of Remedies Upon an Event of Default and Event of Insolvency. Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Bonds.

ARTICLE VII

DEFEASANCE

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

Notwithstanding anything in this Bond Resolution to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer to the

Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.

ARTICLE VIII

TAX COVENANTS

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

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

ARTICLE IX

PROVISIONS RELATING TO THE BOND INSURANCE POLICY

Section 901. Payment Procedure Pursuant to Bond Insurance Policy. As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

(a) If, on the Business Day prior to the related Stated Maturity there is not on deposit with the Paying Agent, after making all transfers and deposits required under the Bond Resolution, moneys sufficient to pay the principal of and interest on the Bonds due on such Stated Maturity, the Paying Agent shall give notice to the Bond Insurer and to the Insurer's Fiscal Agent by telephone or telecopy of the amount of such deficiency by 1:00 p.m., New York City time, on such Business Day. If, on the related Stated Maturity, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Stated Maturity, the Paying Agent shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal on the Bonds, confirmed in writing to the Bond Insurer and the Insurer's Fiscal Agent by 1:00 p.m., New York City time, on such Stated Maturity by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

(b) In the event the claim to be made is for a mandatory sinking fund redemption installment, upon receipt of the moneys due, the Paying Agent shall authenticate and deliver to affected Owners who surrender their Bonds a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. The Paying Agent shall designate any portion of payment of principal

on Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Bond Insurer, registered in the name of the Bond Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Bond or the subrogation rights of the Bond Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (as hereinafter defined) and the allocation of such funds to payment of interest on and principal paid in respect of any Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Bond Insurance Policy the Paying Agent shall establish a separate special purpose trust account for the benefit of Owners referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Bond Insurance Policy in trust on behalf of Owners and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Owners in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent.

Any funds remaining in the Policy Payments Account following a Stated Maturity date shall promptly be remitted to the Bond Insurer.

(c) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy.

(d) The Issuer agrees to pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur in connection with (1) the administration, enforcement, defense or preservation of any rights or security in respect of the Bond Resolution, (2) the pursuit of any remedies under the Bond Resolution or otherwise afforded by law or equity, (3) any amendment, waiver or other action with respect to, or related to, the Bond Resolution whether or not executed or completed, (4) the violation by the Issuer of any law, rule or regulation, or any judgment, order or decree applicable to it or (5) any litigation or other dispute in connection with the Bond Resolution or the transactions contemplated thereby, other than amounts resulting from the failure of the Bond Insurer to honor its obligations under the Bond Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Bond Resolution.

(e) Payments required to be made to the Bond Insurer shall be payable solely from the taxes levied pursuant to *Article IV* hereof and shall be paid (1) prior to an Event of Default, to the extent not paid from the Debt Service Account, and (2) after an Event of Default, with respect to amounts other than principal and interest on the Bonds, on the same priority as payments to the Paying Agent for expenses. The obligations to the Bond Insurer shall survive discharge or termination of the Bond Resolution.

(f) The Bond Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with this Bond Resolution, whether or not the Bond Insurer has received a Notice (as defined in the Bond Insurance Policy) of Nonpayment or a claim upon the Bond Insurance Policy.

Section 902. Consent of the Bond Insurer. Any provision of this Bond Resolution expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner which affects the rights of the Bond Insurer hereunder without the prior written consent of the Bond Insurer.

The Bond Insurer's consent shall be required in addition to Owner consent, when required, for the execution and delivery of any supplemental resolution, or any amendment, supplement or change to or modification of other documents relating to the security for the Bonds; removal or substitution of the Paying Agent; or approval of any action or document requiring approval of the Owners.

The Bond Insurer shall be deemed to be the sole Owner of the Bonds insured by it for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Bonds insured by it are entitled to take pursuant to this Bond Resolution.

Section 903. Notices to the Bond Insurer.

(a) While the Bond Insurance Policy is in effect, the Issuer shall, in addition to the other notice requirements contained in this Bond Resolution, furnish to the Bond Insurer:

(1) As soon as practicable after the filing thereof, a copy of any financial statement, audit and/or annual report of the Issuer;

(2) A copy of any notice to be given to the Owners, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Bonds;

(3) Notice of an Event of Default within five business days after the occurrence of such event; and

(4) such additional information as the Bond Insurer may reasonably request.

(b) The Issuer shall notify the Bond Insurer of any failure of the Issuer to provide relevant notices, certificates, etc.

(c) The Issuer will permit the Bond Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer. The Issuer will permit the Bond Insurer to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

(d) The Bond Insurer shall have the right to direct an accounting at the Issuer's expense, and the Issuer's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Bond Insurer shall be deemed an Event of Default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as

compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner.

(e) Notwithstanding any other provision of this Bond Resolution, the Issuer shall immediately notify the Bond Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder.

(f) In each case in which notice or other communication to the Bond Insurer refers to an Event of Default or with respect to which failure on the part of the Bond Insurer to respond shall be deemed to constitute consent or acceptance, then a copy of such notice or other communication shall also be sent to the attention of General Counsel and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

Section 904. Third Party Beneficiary. To the extent that this Bond Resolution confers upon or gives or grants to the Bond Insurer any right, remedy, or claim under or by reason of this Bond Resolution, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 905. Parties Interested Herein. Nothing in this Bond Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Bond Insurer, the Paying Agent and the Owners, any right, remedy or claim under or by reason of this Bond Resolution, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, the Bond Insurer and the Owners of the Bonds.

Section 906. Suspension of Bond Insurer's Rights. Rights of the Bond Insurer to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which the Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.

ARTICLE X

CONTINUING DISCLOSURE REQUIREMENTS

Section 1001. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. The Issuer further authorizes and ratifies the amendment to the Disclosure Undertaking, pursuant to *Section 6(c)* thereof, to revise the categories of Operating Data to be updated pursuant to *Section 2(a)(2)* thereof. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 1002. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the

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

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate, if any, and covenants regarding continuing disclosure contained herein and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser and to the Bond Insurer. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency

Section 1102. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Bond Insurer and the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by the Bond Insurer and such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

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

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

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

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

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

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

Section 1103. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this

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

Section 1104. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent and the Bond Insurer. The Issuer, the Paying Agent, the Bond Insurer and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

Section 1105. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1106. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1107. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1108. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1109. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on January 25, 2016.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the governing body on January 25, 2016, as the same appears of record in my office.

DATED: January 25, 2016.

Clerk

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EXHIBIT A
(FORM OF BONDS)

**REGISTERED
NUMBER** __

**REGISTERED
\$**

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

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF HAYSVILLE
GENERAL OBLIGATION REFUNDING BOND
SERIES 2016**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: February 1, 2016**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Haysville, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing April 1, 2016 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on

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

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

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

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

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

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

CITY OF HAYSVILLE, KANSAS

(Facsimile Seal)

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Refunding Bonds, Series 2016, of the City of Haysville, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

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

By _____

Registration Number: 1120-087-020116-[]

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Refunding Bonds, Series 2016,” aggregating the principal amount of \$6,455,000 (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-427 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

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

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system

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

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

LEGAL OPINION

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

GILMORE & BELL, P.C.

Attorneys at Law

100 N. Main Suite 800

Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to the Treasurer of the State of Kansas, Topeka, Kansas, or its successor, as paying agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

BOND ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

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

Dated _____

Name

Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

MEMORANDUM

TO: The Honorable Bruce Armstrong, Mayor
Haysville City Councilmembers

FROM: Zach McHatton, Planning and Community Relations Coordinator

SUBJECT: Comprehensive Plan

DATE: January 22, 2016

The Planning Commission held a public hearing on December 10, 2015, for the Comprehensive Plan. The following action was taken:

Motion by Parton - Second by Coleman

Move to recommend approval of the Comprehensive Plan with proposed changes.

Aziere yea, Coleman yea, Meyer abstain, Parton yea, Randel yea, Rosendale yea, Wethington yea.

Motion declared carried.

Attachments:

1. Memo
2. Approved Planning Commission Minutes
3. Comprehensive Plan Redline

The Comprehensive Plan is now before you for your consideration.

Zach McHatton, Coordinator
Planning | Community Relations

Haysville Planning Commission
Minutes
December 10, 2015

The regular Planning Commission Meeting was called to order by Chairperson Tim Aziere at 7:01 p.m. in the Council Chambers, located in the Haysville Municipal Building, 200 W. Grand Avenue.

Those members present were: Tim Aziere, Debbie Coleman, Richard Meyer, Janet Parton, Clay Randel, Penney Rosendale, and Bob Wethington. Zach McHatton, Planning Commission Secretary was also present.

Chairperson Tim Aziere presented for approval the Minutes of November 12, 2015.

Motion by Parton - Second by Coleman

Move to approve the minutes.

Aziere yea, Coleman yea, Meyer abstain, Parton yea, Randel yea, Rosendale yea, Wethington yea.

Motion declared carried.

Under New Business Chairperson Tim Aziere presented the Public Hearing for the Comprehensive Plan. He opened the Public Hearing, and with no outside correspondence from the Commission or Secretary, he asked for the staff report.

McHatton said this year's update to the Comprehensive Plan would be minor. He said that with the recent decision from BoCC to reduce the ZAOI, the land use map would need extensive work. He stated his intent to focus on a more substantial update to the Comprehensive Plan in 2016. McHatton addressed the Commission's considerations. He said that timing all stop lights would not be feasible at this time due to cost and authority over the Broadway signal. McHatton said that at the time of Fire Station #34's construction, the SGFD did not want to fund the equipment for their vehicles, and in response the City did not fund the equipment for the signals. He said that SGFD had been operating without any issues, and did not have an interest in preemption at this time. Coleman listed several changes: Fire Station #34 location, building and expansion of the HAC, USD 261 bond update, proposed removal of objectives relating to USD 261, and addition of an emergency security objective to continue HPD's involvement in working with the USD 261 crisis team. Chairperson Aziere questioned the removing the objective regarding location and placement of schools.

Chairperson Aziere opened the floor for public comment. There were none. He asked for any additional Commissioner comment. There were none. Chairperson Aziere closed the public hearing, and asked for a motion.

Motion by Parton - Second by Coleman

Move to recommend approval of the Comprehensive Plan with proposed changes.

Aziere yea, Coleman yea, Meyer abstain, Parton yea, Randel yea, Rosendale yea, Wethington yea.

Motion declared carried.

There was no Old Business.

There were no Correspondences or Informational Readings.

Under Committee Updates, Coleman said HFI had reported the River Forest bike/ped project had been completed, and the boat dock had been installed at Old Oaks pond. She said the Council had approved using Armstrong Chamberlin for online marketing. She said the City and USD 261 would be sharing a booth at this year's Wichita Area Builders Association Home Show.

Meyer announced that Park Board had finalized selection of toddler playground equipment to be installed at Riggs and Whisler Parks this spring. He added that the Old Oaks boat dock would have ADA sidewalk rest areas to help wheelchairs with elevation changes when accessing the dock.

There were no Off Agenda items.

Chairperson Tim Aziere presented for approval Adjournment.

Motion by Parton - Second by Randel

Move to adjourn.

Aziere yea, Coleman yea, Meyer yea, Parton yea, Randel yea, Rosendale yea, Wethington yea.

The meeting of the Haysville Planning Commission adjourned at 7:14 pm.



**CITY OF HAYSVILLE, KANSAS
COMPREHENSIVE PLAN**

**PREPARED BY THE
HAYSVILLE PLANNING COMMISSION**

**WITH ASSISTANCE BY
CITY STAFF**

DECEMBER 2015

*Leading the Way Today to a Better
Tomorrow*

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EXISTING CONDITIONS AND ISSUES

INTRODUCTION

The purpose of this section is to summarize technical reports that address current service and facility needs, existing trends in the community, and future growth projections. These technical reports, along with public input, serve as the foundation for the plan.

Information on topics such as population, land use, transportation, water, fire and law enforcement are presented on the following pages of this section. Also presented are key planning considerations for each topic area. Thus, the questions - where is the community currently and what issues need to be addressed in the future - are answered.

POPULATION

Haysville has had an irregular rate of growth over the last 40 years, sometimes growing very rapidly and other times barely growing at all. However, Haysville has never experienced a decline in population from one decade to another.

The 2000 Census indicated Haysville grew from 8,364 in 1990 to 8,502 in 2000. This is a growth rate of 0.16%. Unfortunately, Haysville suffered severe damage to its housing stock when a tornado struck on May 3, 1999. Prior to the tornado, Haysville's estimated population was 9,202. The July 1, 201~~5~~³ Kansas Certified Population confirms the current population to be ~~10,951~~11,112. This is a growth rate of 1.1% from the 2010 census. This population is contained within 4.625 square miles.

The amount of residential construction in Haysville since 2000 clearly indicates dramatic growth in Haysville. Using building permit information, the Wichita-Sedgwick County Metropolitan Area Planning Department estimates the 2035 population of Haysville at 16,700, a 1.95% growth rate.

ECONOMY OF THE AREA

Haysville is dominated by lower-density residential land uses. It is recognized that this concentration of lower-density housing is an appealing factor for many existing and potential new residents of Haysville. In recent years higher density housing has been developed, providing additional housing options for a wider range of income levels.

A crucial part of future community planning will be to balance the needs for higher-density housing with the character of the existing community. Higher-density housing must be planned so as to blend with existing developments and not adversely affect existing property values or alter the character of the community.

Haysville is most interested in recruiting new business and industry into its community. It has never had to be a so-called self-supporting community because many of its residents work in nearby Wichita and do not have to depend on local sources for many goods and services. However, the City is determined to broaden its economic base by providing desirable sites for new business enterprises.

One of the most effective methods of promoting economic development is to make very clear to prospective business and industry the land use regulations and permit procedures that are enforced by the City. Through this kind of leadership by City Officials, the personal communication of the City's intentions for working with prospective industries to assist with site selection will enhance the chances of choosing a site in Haysville for their business activities. The long term result of these leadership efforts will be the creation of jobs and the continued growth in population necessary to provide a broad base of public services for all of the City's residents.

PHYSICAL FACTORS THAT AFFECT GROWTH AND DEVELOPMENT

Physical features of a community, both natural and manmade, have a significant impact on development. Natural characteristics, such as climate, terrain, soil, and water, as well as manmade features, such as airports and highways, present both opportunities and constraints for development. For example, the terrain in Haysville is relatively flat, which allows for construction at minimum cost. However, several areas within the City have constraints that combine to restrict or prohibit urban development. Six of these local constraints are identified and discussed below:

Ridgelines - Ridgelines are elevated land areas separating natural drainage basins. Ridgelines primarily impact the development of public sewer facilities. If a sewer line must cross a ridgeline, the sewage may need to be pumped or forced over the ridgeline, which adds to the cost of the project.

High Water Table – In Haysville and its Planning Area, water table levels range from a few feet below the surface along the river valleys to more than 50 feet below the surface in upland areas. If groundwater is very close to the surface (generally within six feet), it affects the development of sewer systems and buildings with basements. High water table areas in Sedgwick County can be found primarily along the Arkansas River Valley and the Ninnescah River Valley.

Floodplains - The Federal Emergency Management Agency (FEMA) has identified areas throughout the County that are prone to flooding (generally low, flat areas close to rivers or creeks). FEMA has continued work on the digitalization and remapping of communities, including Haysville. This work has also included in-depth studies of water movement. Floodplains and other wetlands provide habitat for local as well as migratory wildlife. Fourteen species of wildlife in Sedgwick County are protected, including the eastern spotted skunk and the speckled chub. Any development within these flood prone areas is subject to FEMA regulations and possibly other federal reviews and permits. Floodplains are often considered ideal sites for parkways, open space, or nature preserves because of their diverse vegetation, endangered wildlife, and natural beauty.

Wichita-Valley Center Floodway – The Wichita-Valley Center Floodway provides flood protection for the Arkansas River. Crossing the Floodway with utilities requires special permitting and additional considerations. Utility crossings have already been established along Seneca Street and Broadway (US-81).

Groundwater Contamination - The Kansas Department of Health and Environment has identified specific areas in Sedgwick County with

groundwater pollution problems. Groundwater problems are due to a history of unregulated disposal of certain industrial solvents and wastes, agricultural compounds and other production materials now known to be hazardous. The required cleanup of these areas can be costly, thus affecting existing land use and future redevelopment potential of contaminated areas. Most of these areas are either under study or being cleaned up by private property owners or state and federal agencies.

US-81 and KTA – The existence of US-81 and the Kansas Turnpike Authority and the access they provide to Wichita have a strong impact on Haysville's development. The construction of the Kansas Star Casino in Sumner County (Mulvane) has likely increased the impact on Haysville's development in the South Broadway Corridor. Preliminary data also suggests that additional routes are facing increased traffic, creating the need to monitor areas once believed outside of the growth timeframe of this plan.

LAND USE AND GROWTH

The Haysville Planning Area contains 48 square miles of land which is used for a variety of land use activities. These activities range from agricultural uses to industrial uses.

Suburban development in the Planning Area has generally consisted of unplatted tracts and lots in the range of 1 to 20 acres in size. Generally this precludes continued agricultural use. This type of development, if not properly located, can impact future urban growth patterns and removes prime agricultural land.

The Comprehensive Plan should not only address the direction and timing of growth, but also must consider the pattern and quality of future land use. Patterns, intensities, and standards for land development are regulated by subdivision and zoning regulations. Undeveloped land is zoned for appropriate land uses and then subdivided into lots. Land use conflicts and impacts are supposed to be minimized or prevented through this process. For instance, residential land uses should be protected from industrial use by distance or buffers of intermediate intensity. Impacts generated by various land uses, such as traffic generation, are minimized by the regulation of intensity and the location of a development so that traffic does not congest the streets serving a development. Zoning districts vary by ranges of allowable intensities of residential, commercial, and industrial land uses.

PLANNING CONSIDERATIONS

1. Sizable tracts of presently undeveloped and unincorporated land are needed to accommodate Haysville's anticipated Year 2035 population. Future land use decisions should consider impacts to municipal financing, community resources, unique natural areas and the demand for water, sanitary sewer and transportation improvements.
2. In the future, development of additional employment opportunities in Haysville will provide a more balanced Community relative to jobs and housing.
3. Directing urban growth away from prime agricultural land and discouraging large lot rural residential development could work together to preserve the economic benefits of agriculture and the rural landscape in the Planning Area. Another tool for achieving this would be the requirement for rural residential development to be clustered on small portions of farm acreage.

4. Urban design and land use location guidelines could be used as a systematic guide to evaluate the location, pattern, intensity, and aesthetics of new development. Keyed to the impact of the automobile, location criteria can guide land use decisions to appropriate locations of intersections and along streets in the street network hierarchy. Design criteria can recommend appropriate intensities of land use, and location criteria takes into account the natural environment and surrounding development factors.

TRANSPORTATION

The availability of transportation facilities is key to maintaining and enhancing the mobility that residents of Haysville and the Planning Area currently enjoy. Our ability to travel to and from Wichita, throughout Sedgwick County and to destinations in nearby Counties is affected by the types of streets and highways that make up the overall roadway system.

ROADWAYS

On a daily basis, no other transportation system impacts the citizens of the Planning Area more than the network of residential streets, streets serving schools, businesses and offices, collector streets, arterial roadways, US Highway 81 and the Kansas Turnpike Authority. Within the overall Planning Area, the network of roads is built around a grid system of section line roads. The key transportation links are US-81 and the KTA, which connect Haysville with Wichita and the Metropolitan Area's interstate freeways (I-35, I-135 and I-235).

Even though the commuting time is relatively short, the current roadway system will require future improvements.

BICYCLE FACILITIES

The people of Haysville currently enjoy over 5-6.5 miles of bicycle paths (i.e., those that are completely separated from vehicular traffic). These include the Timberlane Bike Path, Nelson Bike Path, Historic Bike Path, Orchard Acres Bike Path, North Main Bike Path, Pear Tree Bike Path, ~~and~~ Old Oaks Path and recent River Forest Path addition.

Increased levels of bicycling and walking transportation will not only result in significant personal benefits to the citizens of Haysville in terms of health and physical fitness, but benefits would also be realized for the environment and the community's general transportation system. Replacing automobile trips with non-motorized and non-polluting bicycling or walking trips would reduce pollution from vehicle exhaust. Development of bicycle and/or pedestrian paths also can yield recreational, educational and aesthetic benefits. Efforts to facilitate bicycling and walking can also result in the development of a travel option for those persons who choose not to drive for some of their trips and for those persons who are too young or unable to drive an automobile.

PLANNING CONSIDERATIONS

1. The transportation network must operate in a manner that maximizes public safety and convenience and does not impose upon the enjoyment of private property. In order to accomplish this, it is important that appropriate designs and regulations are developed (i.e., landscaped boulevards, major street setbacks, bike path reserves, etc.). Furthermore, it is critical that transportation system planning mesh with long-range land use planning efforts to create a cost-effective and efficient transportation network for the total community.
2. The transportation network must operate in a manner that is cost effective, efficient, multi-modal, and in which creates links between local jurisdictions within the metropolitan area to benefit the region as a whole. Establishing vital links between the small communities will create economic development opportunities and allow for the utilization of increased multi-modal miles available to Haysville's residents.
3. As Haysville, Wichita, other small communities, and rural Sedgwick County grow, it will become vital to provide effective transportation alternatives besides the automobile. Environmental factors (i.e. air quality), population and employment characteristics, and the location of employment centers, residential areas, and recreation areas in relation to one another will require a strong look at transportation alternatives in order to enhance the mobility of all segments of the community. The economics of auto travel in the future may force a greater percentage of people to rely on such alternatives.
4. The presence of an effective bicycle path system creates the opportunity for recreational activity and alternative transportation. The desire for a complete system will require: including new bike trails in the Capital Improvements Program; monitoring road improvements to include sidewalks, paved shoulders, or wide curb lanes; and continual review of the route system and bicycle plan.
5. As the population of Haysville ages, the need for safe and accessible transportation increases. This includes retrofitting existing sidewalks and multi-use paths with ADA compliant ramps and replacing areas to meet incline/decline recommendations. Consideration also needs to be given for marked pedestrian crossings or light controlled crossings, based upon street widths and traffic volumes.

WATER

The City of Haysville Water Utility serves Haysville residents and various private individuals and business in unincorporated areas of Sedgwick County. Haysville's water supply consists of six wells. Of these water wells, the City currently uses five wells.

The City has one elevated water storage tower near Meridian and Grand Avenue, five active ground water wells, 1.1 million gallons of ground storage, and a duplex high service pump station. The high service pump station located near the original treatment facility pumps the treated water to the water tower and into the distribution system.

There is concern over the existing groundwater plume ~~from~~ from OxyChem. OxyChem's Occidental Chemical Corporation's plant, which is located northwest of the City. Occidental Chemical Corporation's OxyChem's predecessor companies, Vulcan Chemical and Frontier Chemical, previously produced chlorine. This plume is being monitored by KDHE and the EPA.

PLANNING CONSIDERATIONS

1. Based on population forecasts and water demand projections, the City will need to either activate the Cowskin Creek Well Field or obtain additional water supply prior to the year 2035.
2. An effective water resource conservation program promotes the wise use of water supplies. By conserving water, bills may remain low and less water usage may provide a cushion of time to delay the need for additional supplies. Conservation of water is both economically and environmentally sound.
3. It can be expected that EPA water treatment standards will become more stringent in the future. This will require additional capital expenditures beyond the normal operation, maintenance, and expansion costs for the system, which are relatively unpredictable.
4. Continuous system and plant upgrades and remedial maintenance activities would improve system efficiency and allow the water utility to meet growth and water use pressures. Such measures implemented at the appropriate time can conserve water and save money.

5. The City of Haysville should continue to monitor the contaminant plume from Occidental Chemical Corporation~~OxyChem~~ to verify that it is not migrating towards the City's water supply wells. Any potential water supply well sites should also be reviewed with Occidental Chemical Corporation~~OxyChem~~ to verify that they will not adversely affect the plume.

WASTEWATER

The availability of a reliable and cost effective sanitary sewer network is required if projected urban densities are to be achieved. The timing for construction of wastewater improvements often dictates when land on the City's fringe can develop. In effect, the capacity of the wastewater system, natural and topographic constraints and system design limitations strongly influence the direction and limits of future urban growth and development.

PLANNING CONSIDERATIONS

1. The corrosive nature of sewage can cause ongoing damage to both pipes and treatment facilities. Given the age of much of the wastewater collection (piping) system, it is important that continual evaluation of system conditions takes place. Such evaluations can set the foundation for a comprehensive rehabilitation and replacement program, which prevents system failures and breakdowns.
2. It can be expected that EPA standards will become more stringent in regard to the removal of pollutants from the sludge and wastewater. As this happens, the cost for treating sewage will increase.
3. The ability to reduce pollutants entering the public system through effective pretreatment will save costs by extending facility lifetimes. Pretreatment close to the waste production source will reduce the corrosiveness of the wastes traveling long distances within the system and will provide a waste stream that is easier to treat prior to release.
4. The availability of sewers is a prime factor for the development of an area. The need for rational expansion due to higher treatment costs and EPA standards will require that continuous assessment of proposed extensions and expansions takes place.
5. The recycling of these waste products is possible and can supplement other resource recovery and environmental efforts. As EPA standards become more stringent, the possibility for using these products is greater. Graywater can be used for irrigation, industrial uses, or even drinking water purposes, and sludge may be available for greater land application.
6. A Wastewater Master Plan for the City of Haysville has been developed and should continue to be updated as growth or development patterns change.

STORMWATER

Drainage characteristics significantly affect the development of water and sewer lines, roadways, building sites, and the general pattern of land use and urban growth. The natural system of ridges and streambeds are the basis for the movement of stormwater. The natural drainage system in Haysville is supplemented by three manmade components: streets, storm sewers, and open channels. Street drainage most often affects the public. Streets carry storm run-off from yards, parking lots, and other surfaces by way of street gutters or roadside ditches to the underground system of storm sewers or directly to a river or stream. The effectiveness of the drainage system is dependent upon the interaction of both natural and manmade features within each drainage basin.

The D-21 Study was recently completed in the area around Meridian. This plan has given direction for stormwater related improvements. These improvements are necessary before additional growth and land development occurs in this corridor.

Regulatory and facility devices must work in a coordinated manner in order to minimize potential flooding, prevent personal property damage, preserve water resources, and enhance natural habitats and environmental characteristics.

A stormwater utility program has been created to generate funds necessary to implement regulations and assist with future improvements due to additional requirements.

PLANNING CONSIDERATION

1. The consequences of poor drainage management are: damage to private property, wasted public improvement dollars, loss of economic development opportunities, destruction of environmental characteristics, and degradation of the general "quality of life" in Haysville. The private land owner and developer must be responsible for drainage management on their property prior to the run-off entering the public system, which must effectively collect and transport stormwater through town.

2. Stormwater management benefits the individual and the community. Drainage basins extend beyond political and property boundaries. Drainage or run-off from outside the City of Haysville's drainage system affects Haysville; conversely, run-off from Haysville impacts other areas downstream. This requires that a system of management devices be implemented in a coordinated manner with land use development and other infrastructure improvements throughout the County.
3. The two primary purposes of stream and creek channels are to move water and provide natural habitats that contribute to the overall "quality of life" in a community. The impacts of land development and facility implementation should be minimized so that both purposes can be accomplished in a manner that is acceptable to the community.
4. Haysville has completed phase 1 of EPA stormwater regulatory requirements and is currently in phase 2.

LAW ENFORCEMENT

Police protection is one of the most fundamental services provided by a municipal government. Protecting lives and property, enforcing the laws, apprehending criminals, recovering stolen property, locating missing persons, and traffic safety are among the many responsibilities and services that we as citizens have come to expect from our local police department. In order to better serve the citizens of Haysville, the Police Department remodeled and relocated to a new facility in 2010. This has relieved previous space constraints and has allowed for additional law enforcement related services, many of which are utilized by various agencies throughout the region.

Police protection in Haysville is provided by the Haysville Police Department.

The Haysville Police Department employs 33 people, 26 of which are commissioned officers. The Police Department provides investigation, road patrol, animal control, nuisance control and community policing.

Dispatching is provided by Sedgwick County. The Haysville Police Department is staffed to receive non-emergency calls 24/7.

PLANNING CONSIDERATIONS

1. Budgeting constraints, crime rates, and desired level of police protection will ultimately be the deciding factors for police department staffing. Conservative estimates at this time for police staffing needs, based on a national average is to maintain a staff of 2.5 officers per 1,000 citizens of Haysville.

FIRE PROTECTION FACILITIES

Fire protection in Haysville is provided by the Sedgwick County Fire Department. ~~In 2014, the Sedgwick County Fire Department is in the process of constructing a new location within Haysville City Limits~~finished construction of Fire Station #34, and moved all operations to Haysville. Residents of Haysville will continue to benefit from the ISO 2 classification and the rating will expand to include residents in Haysville's growth area.

The Sedgwick County Fire Department provides not only fire fighting services, but also rescue and emergency medical response, fire prevention and education, fire investigation, and hazardous materials response.

PLANNING CONSIDERATIONS

1. As Wichita and surrounding smaller cities that provide their own fire protection grow, the tax base for the Sedgwick County Fire Department diminishes creating a substantial increase in taxes levied to the citizens of Haysville to fund the Sedgwick County Fire Department.

EMERGENCY MEDICAL SERVICES

Providing advanced life support in medical emergencies and safe transportation to a hospital are the primary responsibilities of the Sedgwick County Emergency Medical Service (EMS).

There is a Sedgwick County Emergency Medical Service location at 63rd and Mabel, located within the Haysville City Limits.

PARKS, OPEN SPACE AND RECREATION

One of the important recreational assets of our community is the parks and open space system, which provides the opportunity for both indoor and outdoor recreation. The City of Haysville contains 14 public parks. Two other sources of open space are school grounds and privately reserved lands.

The Haysville Recreation Department and its services are one of the primary elements contributing to the community's quality of life. The Recreation Department provides public recreation programming to the youth and adults of the community. Youth programming includes recreation and special activities, arts, sports and aquatics. Adult programming includes fitness, special activities and sports. School related services such as latchkey, half day programs for kindergarten, summer programs, and involvement in the Haysville SPARK program are also provided by the Recreation Department.

The Haysville Activity Center is comprised of fitness rooms, instructional classrooms, multi-sport courts, a walking/jogging track and offices. The HAC is located in a building originally constructed for manufacturing and later converted to a bowling alley. The building does constrain the types of programs offered by the Recreation Department.

The Haysville Park Plan was updated in 2015, and now reflects the changes made to the park system. The update also included the history of the park system. The addition insures Haysville's past for reference from future generations. .2008 and is currently undergoing minor updates to reflect changes in the park system.—The 1% sales tax facilitated proposed improvements at such a rapid rate, the park system needed reevaluation for future development. The sales tax also accelerated the design and highly anticipated 2016 construction of a new Haysville Activity Center. Proposed improvements from the 1991 Plan were evaluated and changed to meet the current needs of the public. Prioritization was given to certain projects deemed a necessity. Emphasis was given on the need for an expanded Recreation facility.

In addition to city park facilities, there are several private neighborhood facilities. These are located within the Country Lakes Addition, River Forest 2nd Addition, and Timber Creek Estates Addition.

PLANNING CONSIDERATIONS

1. The acquisition of additional park land should be focused upon reducing existing land deficits and placing parks in strategic locations to meet the demands of population growth. In addition to meeting deficits

based on standards, it is important that the open space system and associated recreational facility development address vocational and public needs. Assessing these needs involves an understanding of park use and recreation trends in the community through direct public input.

2. Park lands of various sizes and locations will be needed in the future. In the case of neighborhood parks or recreation corridors, future acquisition or public access to land may require mandatory land dedication or fees in lieu of land so the burden of new growth upon the existing tax base is minimal and tax dollars can be utilized for community wide park improvements and operations.
3. Areas that provide habitat for wildlife, including streams, wetlands, surface water, and significant areas of woodland, should be actively protected. These can serve as community and regional resources that enhance the unique qualities of the area and provide new recreational opportunities for the community.
- ~~4. The construction of a recreation facility will enhance the overall effectiveness of the recreation service. Adequate sized rooms could be constructed for the types of programs currently offered by the Recreation Department and could allow for more programs to be developed. The construction of a recreation facility would also enhance the image of the City of Haysville.~~

LIBRARY

The Haysville Community Library provides a valuable public service by making available materials and services that help to fulfill the community's recreational, educational, informational, and cultural needs. Services include book and media loan, computer use and classes, reference and reader's advisory assistance and programs for children and adults.

The relocation and expansion of the library has enhanced the overall effectiveness of the library service. Increased space has provided the library the ability to customize its service by providing room for both a larger collection and increased programs.

PLANNING CONSIDERATIONS

1. Population alone does not tell the whole story about a community. Age, income level, travel patterns, ethnic and cultural backgrounds, education, family structure, and other facilities and services have a bearing on how libraries are utilized. Library service can be enhanced if library programs, materials, and facilities are tailored to meet the specific needs of the community.

PUBLIC SCHOOLS

School districts in Kansas are independent taxing units with boundaries that are separate from the political boundaries of cities and counties. Public education within the Planning Area is primarily provided by USD 261.

To ensure that the USD 261 School District has safe and secure schools the voters of USD 261 approved a \$59,000,000.00 bond project on June 9, 2015. The renovations and improvements include but are not limited to infrastructure upgrades, secure entries, and storm shelters to the District's facilities.

Future District expansion will be determined by population growth within the USD 261 boundaries. The School District has established ideal enrollment levels for each facility and those levels will play a role in determining the need for new or expanded school facilities. When the USD 261 District Administration determines the need for new facilities and increased transportation the USD 261 voters, school board, teachers, and school administrators will need to address these issues.

~~The projected growth in enrollments will raise many questions, especially regarding the need for new or expanded school facilities and increased transportation needs. The voters, school boards, teachers, and school administrators will need to address these issues as they relate specifically to their own areas so that the most appropriate solutions can be found. The School District has established ideal enrollment levels for each facility and those levels will play a role in determining the need for new or expanded school facilities.~~

PLANNING CONSIDERATIONS

1. School districts and other governmental entities should work together to ensure that appropriate facility development takes place. Projected land use patterns, population growth, and location criteria set the foundation for school site selection, facility size and number, provision of transportation, and other educational policies. The coordination of agencies involved in these activities, through the establishment of an intergovernmental/interagency committee comprised of city, county and school district officials, will aid in creating more efficient school systems.
2. School districts and other organizations and agencies (i.e., parks, libraries, continuing education, and social services) should work to get the most use of existing and future facilities. By using a school for traditional education purposes during the day and community activities

and programs during other hours, maximum use of the facility and tax dollars can be achieved. By promoting multiple uses of existing facilities, the school building can remain a focal point for an entire neighborhood as well as maximize the use of existing resources.

HISTORIC PRESERVATION

Recognizing the importance of Haysville's heritage and the need for its protection, the Haysville City Council adopted a preservation ordinance in 1991 and designated the "original town" of Haysville as a Historic District. In 1999 much of the original "historic landmarks" were demolished by a tornado. In 2004 the Haysville City Council adopted a Historic Master Plan to recreate the historic nature of Haysville.

PLANNING CONSIDERATIONS

1. Much of the funds that are needed to complete the Haysville Historic Master Plan will need to be acquired through private foundations and donations. To complete the Plan in a timely fashion the City will need to fund the Plan through the Capital Improvements Program.
2. The City should continue to provide a mechanism to identify and conserve the distinctive historic and architectural characteristics and other historic resources of the City of Haysville, which represent elements of the City's cultural, social, economic, political and architectural history.
3. The function of the Historic District and characteristics of the Historic District Overlay should periodically be re-evaluated for appropriateness. As the City expands programming available in the district, conflicts between historical preservation and event logistics may occur.

GOALS AND OBJECTIVES

INTRODUCTION

The establishment of planning goals and objectives for the City of Haysville is considered one of the most important steps in the planning process. These goals and objectives take into consideration not only the provision of the physical needs of the community; they also consider the social, economic and governmental needs.

Long term goals identified in the Comprehensive Plan will be the basis for day-to-day decisions. The land use plan is the framework on which the City's zoning ordinance and subdivision regulations are based. Unfortunately, these plans often do not provide the detail necessary to correctly make these daily decisions. While they provide a general prospective of future change, a more detailed guidance system is sometimes needed to assure incremental progress. For example, the economic development efforts directed by the City will require specific guidelines and policies that are formulated by Haysville's Governing Body based on the contents of this Comprehensive Plan.

The goals and objectives found in this Comprehensive Plan provide direction. They are detailed enough to be referred to when considering individual zoning, subdivision, annexation or other public improvement matters. They provide specific criteria to assure that day-to-day decisions are made with respect to the overall Comprehensive Plan.

Goals and Objectives also provide a second function beyond that of directing change. They assure that the Comprehensive Plan will truly accomplish the development desired by the people in the Haysville Community. In this respect, this section is a reflection of local attitudes and, if followed, future development will conform to local desires. It is, therefore, these goals and objectives that comprise the heart of the City's Comprehensive Plan. They should be referred to as frequently as the Future Land Use Plan Map, Comprehensive Park Plan, Historic District Master Plan, South Broadway Corridor Plan, and South Meridian Corridor Plan which is hereby made a part of this Comprehensive Plan by reference, or any other portion of the Comprehensive Plan.

Goals and objectives are dynamic, and as a community changes, so must its goals and objectives. Therefore, it is recommended that periodic review and revision be made in these goals and objectives to reflect new and/or more specific needs and desires of the Haysville citizens.

The goals and objectives for the City of Haysville are listed under the following headings:

1. Population
2. Economic Development
 - Industrial Development
 - Commercial Development
3. Land Use Planning
 - Urban Development
 - Area of Influence Jurisdiction Development
4. Quality of Life
 - Public Utilities and Service
 - Community Facilities/Recreation/Education
 - Emergency and Security Services
5. Transportation
6. Housing
7. Plan Implementation and Community Management
 - Zoning Ordinance and Subdivision Regulations
 - South Broadway Corridor Plan
 - South Meridian Corridor Plan
 - Capital Improvement Program

POPULATION

GOAL: Encourage the orderly and planned in-migration of people to the Haysville area and work to maintain continued population growth.

Objective 1: To provide amenities instrumental in recruiting new employers (jobs) into the area.

Objective 2: To guide future development through on-going comprehensive planning.

Objective 3: To offer home buying incentives for all financial demographics, to increase housing diversification within the community.

ECONOMIC DEVELOPMENT

GOAL: Build partnerships with Government, Business, and Community to support economic development.

Objective 1: Establish ways to communicate with and educated the community on economic development activities such as a partnership forum.

GOAL: Attract new retail, commercial, and industrial businesses.

Objective 1: Align regulations for new business with economic development goals and program of work.

Objective 2: To provide support for new businesses and expansion/retention of existing businesses.

INDUSTRIAL DEVELOPMENT

GOAL: Provide a diversified, stable industrial sector that will afford the citizens of Haysville a broad economic base.

Objective 1: To preserve existing industrial sites and create new industrial sites as needed, supported by long-range zoning protection.

Objective 2: To use fiscal incentives to attract new industry, such as, plastics and fiberglass molding, warehousing, packaging and high technology type industries; e.g., explore the use of tax increment financing; Business Incubator Buildings for both manufacturing and retailing operations; expansion of designated enterprise zones; industrial revenue bonds; extension of requested public utilities at the least possible cost to the industry; etc.

Objective 3: To encourage large scale warehousing and manufacturing facilities to locate on existing industrial park sites.

Objective 4: To develop, or redevelop sites within the City's subdivision jurisdiction which are appropriately located for light industrial uses.

Objective 5: To encourage industries which will provide jobs to the citizens of Haysville.

COMMERCIAL DEVELOPMENT

GOAL: Provide opportunities for the continuation and expansion of retail activities in the Haysville area.

Objective 1: To preserve and continue development of commercial activities within the City.

Objective 2: To develop adequate parking in close proximity to centers of commercial activity.

Objective 3: To encourage in-migration of new commercial activities and expansion of existing commercial activities in all sectors of the City's economy.

LAND USE PLANNING

URBAN DEVELOPMENT

GOAL: Assure an orderly planned future for the City of Haysville.

Objective 1: To develop and maintain a future land use plan and land use plan map which will assure the highest and best use of all parcels within the City.

Objective 2: To guide development in Haysville by strictly enforcing the City's land use tools.

Objective 3: To maintain an efficient and publicly responsive planning and implementation process.

Objective 4: To keep planning and implementation tools current and up to date.

Objective 5: To strategically annex properties in a contiguous manner and avoid creating unincorporated "pockets" surrounded by the city.

AREA OF INFLUENCE DEVELOPMENT

GOAL: Work toward more efficient use of land within Haysville's Area of Influence.

Objective 1: To guide development in Haysville's Area of Influence by strictly enforcing the City's land use tools.

QUALITY OF LIFE

PUBLIC UTILITIES AND SERVICES

GOAL: Provide a service network system that will meet the needs of the community through a continuing maintenance program, an orderly modernization program, and an ongoing search for improvement through alternative systems.

Objective 1: To budget funds so that improvements may be made within fiscal limits of the City by adopting, annually, a Capital Improvement Program (CIP).

Objective 2: To ensure that public and privately operated utilities are adequate to accommodate present and future needs of the City.

Objective 3: To evaluate and plan for the physical expansion of the Water System and the Wastewater System to accommodate development needs.

Objective 4: To develop a method of financing the maintenance and replacement of streets.

COMMUNITY FACILITIES/RECREATION/EDUCATION

GOAL: Provide a complete range of recreational facilities and services at the neighborhood and community levels and provide for the educational and cultural needs of all residents at all age levels, with the highest quality of services available.

Objective 1: To continue implementation of a parks and recreation program which will meet local needs and make facilities and services accessible to all City residents and visitors.

~~Objective 2: To maintain the high quality of educational facilities and services at the elementary, middle and high school levels.~~

Objective 3: To expand existing programs and develop new programs for pre-school, young adults, adults and the elderly populations.

Objective 4: To continue to develop new programs at the library.

Objective 5: To continue to expand cultural and historical opportunities for residents and visitors.

~~Objective 6: To consider the communitywide location needs and the possible co-location of future school sites, public safety facilities, and other community facilities.~~

Objective 7: To develop a complete network of hike and bike paths to serve both existing and future developments.

EMERGENCY AND SECURITY SERVICES

GOAL: Maintain a high level of emergency and security services.

Objective 1: To maintain a high quality of Emergency Medical Services.

Objective 2: To maintain a high quality of fire protection and prevention thereby continuing excellent ratings from the State of Kansas Insurance Services Office.

Objective 3: To maintain high quality police protection.

Objective 4: To maintain emergency preparedness teams for early warnings of dangerous weather, transport spills, etc. for providing aid to residents under emergency situations.

Objective 5: To continue the Haysville Police Department's involvement with USD 261's crisis team.

TRANSPORTATION

GOAL: Classify and delineate the function, location, standards and methods of financing for local, collector and arterial streets to efficiently serve the community.

Objective 1: To maintain an efficient and safe transportation system accessible to all residents of the community.

Objective 2: To maintain Haysville representation on the Wichita Area Metropolitan Area Planning Organization (WAMPO). Perform activities and updates to the metropolitan area Long Range Transportation Plan (MOVE 2040).

Objective 3: Coordinate with future long range efforts by WAMPO and Wichita Transit for a neighborhood type “connector/circulator” transit route service in Haysville, and for connections to major employers and the main system in Wichita.

Objective 4: To design improvements where appropriate for major roadways to include paved shoulders or bike lanes to accommodate bicycling, consistent with complete street concepts.

HOUSING

GOAL: Provide a variety of housing choices for current and future populations.

Objective 1: To insure high quality neighborhoods and residential areas.

Objective 2: To provide diversity in housing types and styles.

Objective 3: To encourage a range of housing prices thereby accommodating needs of all potential residents.

Objective 4: To protect residential areas from incompatible land uses through enforcement of existing regulations and ordinances.

Objective 5: To protect residential areas from incompatible land uses through the creation of new zoning districts and the updating of current ordinances.

PLAN IMPLEMENTATION AND COMMUNITY MANAGEMENT

ZONING AND SUBDIVISION REGULATIONS

GOAL: Plan and guide the development of Haysville into desirable, efficient and compatible patterns consistent with long-range community goals.

Objective 1: Review future zoning and subdivision proposals for consistency with the Comprehensive Plan.

Objective 2: To research and utilize implementation tools to preserve prime farmland and protect it from the intrusion of "nonfarm" uses.

SOUTH BROADWAY CORRIDOR PLAN

GOAL: To guide the development and redevelopment of the South Broadway Corridor and provide for improved transportation, an efficient development pattern and an attractive environment which will improve the economic potential of the corridor.

Objective 1: Review future development and levels of redevelopment proposals for consistency with the South Broadway Corridor Plan.

Objective 2: Implement zoning and subdivision regulatory changes, reviewing the changes for effectiveness during the annual review of zoning and subdivision ordinances.

SOUTH MERIDIAN CORRIDOR PLAN

GOAL: To guide the development and redevelopment of the South Meridian Corridor and provide for improved transportation, an efficient development pattern and an attractive environment which will improve the economic potential of the corridor.

Objective 1: Review future development and levels of redevelopment proposals for consistency with the South Meridian Corridor Plan.

Objective 2: Implement zoning and subdivision regulatory changes, reviewing the changes for effectiveness during the annual review of zoning and subdivision ordinances.

CAPITAL IMPROVEMENT PROGRAM

GOAL: Provide for the acquisition and/or development of the physical needs of the City in not only a fiscally responsible manner but also in a timely manner.

Objective 1: To prepare a Capital Improvement Program and review annually as part of the annual budgetary process to carry out orderly long term finance for public improvements.

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(First published in The Sun-Times on January 28, 2016)

ORDINANCE NO: 1028

AN ORDINANCE AMENDING AND UPDATING THE COMPREHENSIVE PLAN OF THE CITY OF HAYSVILLE, KANSAS AND REPEALING CONFLICTING PREVIOUSLY ADOPTED SECTIONS OF THE COMPREHENSIVE PLAN OF THE CITY OF HAYSVILLE, KANSAS.

WHEREAS, Pursuant to K.S.A. 12-757, the City of Haysville has adopted a Comprehensive Plan for the development of the City and any unincorporated territory lying outside of the City but within the same county, which in the opinion of the Planning Commission, forms the total community of which the city is a part;

WHEREAS, The Planning Commission has adopted a resolution approved by a majority vote of all members of the Planning Commission regarding updates to the Comprehensive Plan;

WHEREAS, The Planning Commission has submitted a certified copy of the Comprehensive Plan, and a written summary of the hearing thereon, to the Governing Body.

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

SECTION 1: The recommendations of the Planning Commission regarding updates and changes to the City's Comprehensive Plan are hereby approved.

SECTION 2: Any conflicting sections of the Comprehensive Plan approved and adopted prior to the adoption of this Ordinance shall be and the same are hereby repealed.

SECTION 3: This Ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

Passed by the City Council this 25th day of January, 2016.

Approved by the Mayor this 25th day of January, 2016.

MAYOR BRUCE ARMSTRONG

SEAL

ATTEST:

CITY CLERK, JANIE COX

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HAYSVILLE PARK BOARD ANNUAL REPORT - 2015

1) Listed below are Park Board's 2015 accomplishments. When looking at projects for the year the goals from the master plan are taken into consideration first. Often there are times when other improvements/repairs come up that are not listed on the master plan. The board members think that all of our parks are currently in good condition. The main priority for 2016 is completing the following projects: the development of the soccer fields at the 79th Street Park, installation of toddler playground equipment at Whisler & Riggs Parks, and the installation of new scoreboards on fields #2, #3 and #4 at the Plagens Carpenter Sports Complex.

RIGGS PARK & LAKE

Installed riprap around Riggs Lake to help with erosion.

Removed the fence from around the horseshoe pit for easier maintenance.

Removed 3 swing sets and a merry-go-round.

Installed a new 3-bay swing set.

Installed a fishing dock with an ADA sidewalk path.

A ribbon cutting ceremony was held.

Purchased new toddler playground unit (Circle of Fun). It will be installed in summer 2016.

Lake: Detention/Recreational Lake

FRED A. COHLMIA MEMORIAL

PLAGENS CARPENTER PARK & SPORTS COMPLEX

Replaced infield sod on field #1.

WHISLER

Purchased new toddler playground unit (Climber's Nook). It will be installed in summer 2016.

KIRBY

Stripped down playground area to bare ground.

Added 2 new pieces of equipment.

Updated the drainage system.

Added new mulch and installed a concrete apron around the perimeter.

A Ribbon cutting ceremony was held.

Lake: Detention/Recreational Lake

TIMBERLANE NORTH

Lake: Detention/Recreational Lake

OLD OAKS

Installed an aerator kit in the lake to help circulate water and prevent algae growth.

Installed a fishing dock with an ADA sidewalk path.

Plans are to install concrete pads to the disc golf course in 2016.

Lake: Detention/Recreational Lake

ORCHARD ACRES

Stripped down the playground area to bare ground.
Added 3 new pieces of equipment.
Updated the drainage system.
Added new mulch and installed a concrete apron around the perimeter.
A ribbon cutting ceremony was held.
Arbor Day – 3 trees were planted with help from the Cub Scouts.

PRIDE

Irrigated north circle and planted flowers/plants.

CHRIS ELSER MEMORIAL SKATE PARK

L.W. ROBERTS

W. W. HAYS VILLAGE HISTORIC PARK

Removed dead trees.

PEAR TREE

Completed the process that began in 2014 of updating the park with new equipment, drainage, mulch and a concrete apron.
A ribbon cutting ceremony was held.

RESERVES A & B

79TH STREET PARK

Dirt work has begun for the first 4 soccer fields. These fields are expected to be completed for the fall 2016 season. The remaining 4 soccer fields will be completed for the spring 2017 season.

2) 2015 Board Projects:

Purchased trees for City Parks.
Assisted in installing security cameras covering Pride Park, Riggs Park and the Historic District.
Installed Wi-Fi to 4 of Haysville's most popular parks: Riggs Park, Dewey Gunzelman Memorial Swimming Pool, W. W. Hays Village Historic Park and Plagens Carpenter Sports Complex.

3) 2015 Programs in Parks:

July 4th Celebration - Riggs Park & Lake/Fred A. Cohlmi Memorial Park & Pool
Kids to Parks Day - Cancelled due to Weather
Swimming Activities - Dewey Gunzelman Memorial Pool
Father/Son Campout - Dewey Gunzelman Memorial Pool/Fred A. Cohlmi Memorial Park
Sand Volleyball League/Tournament - Fred A. Cohlmi Memorial Park
Easter Egg Hunt - W. W. Hays Village Historic Park
Pumpkin Decorating - Riggs Park (Fall Festival)
Halloween Parade - W. W. Hays Village Historic Park
Christmas Lighting Ceremony - Pride Park/W. W. Hays Village Historic Park
Youth Baseball/Softball Leagues & Soccer Camp - Plagens Carpenter Park & Sports Complex
Adult Softball/Flag Football Leagues - Plagens Carpenter Sports Complex
Disc Golf Tournaments - Riggs Park/Old Oaks Park

Spring/Fall Soccer Practices - Kirby Park
Gathering at the Gazebo - W. W. Hays Village Historic Park
Mid-Kansas Living History Rendezvous along with Buffalo Soldiers - Riggs Park
National Night Out - Dewey Gunzelman Memorial Pool/Fred A. Cohlmi Memorial Park
Chili CookOff - W. W. Hays Village Historic Park
Hometown Market - W. W. Hays Village Historic Park
Haulin' Eggs 5K, 10K & Relay Runs - Fred A. Cohlmi Memorial Park
Gobble Wobble 5K - Fred A. Cohlmi Memorial Park
Ballet in the Park - Riggs Park

4) Initiatives are being taken to enhance the image of the community by continuing to offer family activities in the parks and by replacing trees and equipment as deemed necessary.

5) Recommendations for the Tree Planting (Updated in 2011, no changes)

6) Arbor Day - Planned for May 2016.

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MEMORANDUM

from the desk of the City Clerk

TO: The Honorable Mayor Bruce Armstrong and
City Council Members

FROM: Janie Cox, City Clerk/Treasurer

DATE: January 20, 2016

SUBJECT: Mileage Rate

In accordance with our Personnel Manual, the mileage rate paid by the City for personal mileage is the same as that paid by the State to their employees.

The privately owned vehicle mileage rate paid by the State is currently 57 cents for business miles driven and 54 cents for privately owned motorcycles mileage for business miles driven.

This memo is notice that the City's mileage rate for use of personal vehicles will be 57 cents per mile and personal motorcycles will be 54 cents, effective January 25, 2016


Janie Cox

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CITY OF HAYSVILLE, KANSAS

TEMPORARY SPECIAL EVENT PERMIT APPLICATION

This is an application for (check only one): *All beverages sold in compliance with Chapter 3, Haysville Municipal Code.*

Temporary Special Event Permit for consumption of alcoholic liquor.
Special Event approved by Ordinance 1018, which requires the Governing Body to approve a T.S.E.P.A. all in accordance with K.S.A. 41-719 and K.S.A 41-2645. **Attach a copy of State Issued Temporary Permit in lieu of sections #3 and #4 below.**

Temporary Special Event Permit for consumption of cereal malt beverage.
 K.S.A. 41-2703(e), and Section 3-102(c) of the Haysville Code provide that a special event license may be issued for the sale of cereal malt beverages for consumption on the generally unpermitted premises of a special event site. **Attach copy of approved CMB license.**

Name of Special Event: Wine Tasting Requested date(s) of operation: 2-25-2016

Anticipated hours of operation of Special Event 4:30 pm to 8:30 p.m. (actual Event 5:30 p.m. to 7:30 p.m.)

SITE DESCRIPTION: The applicant shall define the special event site by 1) the address of a permanent structure, or common name of an outdoor location, and 2) the exact boundaries of the proposed site, including any outdoor areas directly adjacent to a structure to be used as part of a site. Include a photo of any site located outside a structure, and include a site plan showing type and height of boundary structure, ingress/egress, method of restricting juvenile access, restroom access, security placement, etc.

160 E. Karla Ave., Haysville, KS 67060-Haysville Senior Center Meeting Room

Please see floor plan of Senior Center - Appendix A

1. Applicant Information

Name of Applicant: <u>Kim Landers</u>		
Spouse's full name: <u>N/A</u>		
Date of birth: <u>[REDACTED]</u>	Age: <u>[REDACTED]</u>	SSN: <u>[REDACTED]</u>
Place of Birth: (City) <u>[REDACTED]</u>	(State) <u>[REDACTED]</u>	(County) <u>[REDACTED]</u>
Length of residency: (Haysville) <u>32 years</u>	(State) <u>42 yrs</u>	(County) <u>42 yrs</u>
Current address: <u>[REDACTED]</u>		
City: <u>Haysville</u>	State: <u>KS</u>	ZIP Code: <u>67060</u>
Mailing address: <u>160 E. Karla</u>		
City: <u>Haysville</u>	State: <u>KS</u>	ZIP Code: <u>67060</u>
Home Phone: <u>N/A</u>	M <u>[REDACTED]</u> P <u>[REDACTED]</u>	Driver's License: (State) <u>[REDACTED]</u>

2. Business Information

Name of Business: <u>Haysville Senior Center Advisory Board</u>		
Business address: <u>160 E. Karla</u>		
City: <u>Haysville</u>	State: <u>KS</u>	ZIP Code: <u>67060</u>
Business Phone: <u>316-529-5903</u>	Premises Owner Phone: <u>316-529-5900</u>	
Name of Premises Owner: <u>City of Haysville</u>	Years of ownership: <u>9 years</u>	
Address of Premises Owner: <u>200 W. Grand; P.O. Box 404</u>		
City: <u>Haysville</u>	State: <u>KS</u>	ZIP Code: <u>67060</u>

3. Citizenship

Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Citizen by: By Birth <input checked="" type="checkbox"/> Naturalization <input type="checkbox"/>
If naturalized give place and date of naturalization:	

4. Criminal History

Within the past five years, have you ever been convicted of:

- 1) Felony? Yes _____ No X
- 2) A crime of Moral Turpitude? Yes _____ No X
(moral turpitude includes any act associated with prostitution, pandering, crimes opposed to decency, gambling)
- 3) Drunkenness? Yes _____ No X
- 4) Driving under the influence of intoxicating substance? Yes _____ No X
- 5) Violating any state or federal liquor law? Yes _____ No X

If the answer to any part of this section is "Yes" explain (use a separate sheet if necessary):

5. Insurance Certification

Permittee shall furnish a Certificate of Insurance evidencing coverage for any damage caused by Permittee, or Permittee's agents, servants, employees, guests, invitees, volunteers and/or individuals participating in the event(s) described herein. Such Certificate of Insurance shall name "City of Haysville, Kansas, and its officers, employees and agents" as additional insureds if such special event site is located on City property and shall be in the amount of \$500,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. Said Certificate shall be submitted to the Haysville City Clerk, 200 W. Grand, Haysville, Kansas, 67060. Said Certificate shall also contain a clause agreeing to notify City of any material change or cancellation of insurance before such is effective. Failure of Permittee to provide City an approved Certificate of Insurance prior to use of above described recreational area, public area, facility or roadway, shall cancel and make void this permit. Permittee agrees to indemnify and hold harmless City, its agents, servants, employees or invitees, from and against any and all claims of every kind or character for injuries and/or damages to persons and/or property arising out of or in connection with the use and occupancy of any streets, easements, structures or public areas within the City, and not caused by City negligence. City shall give to Permittee notice of any claim made or litigation instituted which directly or indirectly, contingently or otherwise in any way affects or might affect Permittee. Permittee shall have the right to compromise and participate in the defense of the same to the extent of their own interests. **Tort Claims Applicability, Reimbursement for Damage:** I understand that the City of Haysville does not assume liability for any loss or damage associated with the aforedescribed activity permitted to be operated within Haysville parks or in/on public property/roadways pursuant to this permit as part of a recreational or community event, and understand that this permit is approved subject to applicability of the provisions of K.S.A. 75-6104. Permittee shall reimburse City for any cost associated with damage to a public facility, area, or roadway that exceed normal or routine maintenance requirements.

The following additional requirements shall apply when determined applicable by authorized City Staff. Such additional requirements may require separate Agreement.

- _____ Designated Parking Area _____ Trash Containers _____ Site Clean-up
- _____ Portable Restrooms _____ Barricades for Streets _____ Security
- _____ Other _____

I, hereby agree to comply with all of the ordinances of the City of Haysville and the laws of the State of Kansas, and all the rules and regulations prescribed by the City relating to the operation of the identified "temporary event", and I agree to notify the City immediately if any information provided on this application shall change at any time prior to or during the term of the permit, and do hereby further consent to the immediate revocation of my permit, by the proper officials, for any violation of such laws, rules and regulations. I authorize the verification of the information provided on this form AND agree to permit an investigation of my business history, criminal background, and any other screening by or on behalf of the City of Haysville, Kansas, for the limited purpose of determining the truthfulness of this application, as provided by the law of the State of Kansas, and the City of Haysville, Kansas. By signing this document I certify the foregoing information is true and I am aware that any falsification on this form and any attachments hereto is cause for revocation of the permit or license issued as a result thereof.

Kim Samolax 1-22-2016
 Signature of Applicant Date

 Signature of MAYOR/ or other Authorized Haysville Official Date

OFFICE USE ONLY

Date Received: _____ By: _____ Fee: _____ Receipt #: _____

Fees paid in association with rental of City facilities? Receipt # _____

Permit approved: _____ Permit disapproved: _____ By: _____ Date: _____

Police Department Approval of Request: _____ Maintenance Department Approval of request: _____

Recreation Department Approval of Request: _____

Date of Governing Body Approval of Special Event: _____ **ORDINANCE NUMBER 1018**

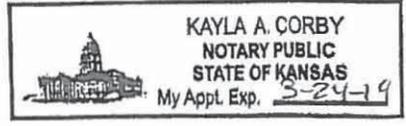
This document must be acknowledged by Notary Public before submission to City of Haysville, Kansas.

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing Application for Temporary Special Event Permit was acknowledged before me this 22nd day of January A.D., 2016 by the individual listed above as the Applicant, and who signed as Applicant, who appeared before me and are personally known by me to be the parties named in the foregoing document.,

Notary Public Kayla A Corby
My Appointment Expires: 3-24-19

SEAL



↑ N



Proposed Wine Tasting Event

- Sponsored by the Senior Center Advisory Board
- Wine samples will be provided at no cost by Wildwood Cellars of Mulvane along with some information regarding the type of each wine being offered and suggested pairing with it.
- A variety of cheese and crackers will be provided by the Senior Center along with non-alcoholic beverages.
- The cost of attendance of this will be \$0.
- Purpose of event is to encourage individuals who have not visited the center to do so and potentially become members.

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VENDOR NO NAME	PAYMENT AMT
10 A & E ANALYTICAL	210.00
266 ALL SEASONS SPORTSWEAR	66.00
268 ALLEN, JIMMY	120.00
274 ALTERATIONS ETC.	1.80
285 AMERICAN ELECTRIC COMPANY	78.50
460 ASSOCIATED BUSINESS FORMS	57.13
490 AT&T	2,320.96
590 BSN SPORTS, LLC.	1,418.33
798 BLACK EAGLE MARTIAL ARTS	330.00
992 CAMPUS HIGH SCHOOL	1,845.00
1155 CINTAS CORPORATION	624.83
1816 FAMILY MEDCENTERS PA	296.00
1950 FOLEY INDUSTRIES	803.73
1990 GADES SALES CO INC	302.00
2230 HACH COMPANY	1,130.08
2246 HAMPEL OIL	3,352.00
2300 HAYSVILLE COMM LIBRARY	158,226.91
2345 HAYSVILLE RENTAL CENTER	308.96
2367 HAYSVILLE TRUE VALUE	457.18
2500 HAC DBA HOMELAND	470.51
2680 IACP	150.00
2850 JOHNSTONE SUPPLY	101.43
2880 KACM	50.00
3010 KS ASSN OF CHIEFS OF POLI	30.00
3034 KEDA	350.00

VENDOR NO NAME	PAYMENT AMT
3050 KS FIRE EQUIPMENT CO	86.00
3070 KDHE #K6000	1,060.00
3130 KDOR - PROTECT/CLEAN	4,115.75
3275 KS MUNICIPAL INSURANCE TR	113,564.00
3290 KS MUNICIPAL UTILITIES	1,306.00
3413 KECK, JORDAN	135.00
3414 KECK, KAITLYN	27.00
3500 KONICA MINOLTA BUS SYS	460.54
3550 KS SECRETARY OF STATE	364.50
3730 LOCKE SUPPLY INC	140.05
3790 M6 CONCRETE ACCESSORIES	311.85
3841 MARTENS APPRAISAL	1,250.00
4032 MIDWEST INDUSTRIAL SUPP	5,388.75
4035 MIDWEST ELECTRIC & MACH.	11,500.59
4317 NRP	1,680.00
4336 NELSON ELEMENTARY	667.00
4357 NOWAK RANDY	155.50
4370 OFFICE DEPOT	1,066.23
4396 O'REILLY AUTOMOTIVE INC	41.14
4444 PARKER, DELBERT	120.00
4520 PETTY CASH	222.95
4540 PHILLIPS 66 - CONOCO-76	18.29
4662 POWERPLAN	407.37
4708 PRICHARD ANIMAL HOSPITAL	121.17
5007 REX ELEMENTARY	275.00

VENDOR NO	NAME	PAYMENT AMT
5260	SCHILLBILLY'S RV & BOAT	1,219.95
5326	SEDG CTY ANIMAL CONTROL	29.00
5330	SEDGWICK COUNTY ELECTRIC	995.88
5445	SIMMONS BRADY	155.50
5680	STANION WHOLESALE ELECTRI	99.00
5916	TIMES-SENTINEL NEWSPAPERS	150.00
6030	UNITED STATES POSTAL SERV	1,080.00
6095	USA BLUE BOOK	119.15
6290	WALDINGER CORPORATION	731.25
6300	WAL-MART COMMUNITY	73.53
6600	WICHITA STAMP & SEAL INC	24.79
6615	WICHITA THUNDER	1,000.00
6630	WICHITA WINWATER	8.38
10135	LONG CHRISTOPHER	155.00
10140	MCKELVEY TRACI	35.63
10190	MUSGROVE DUSTIN	135.00
10280	RITTHALER GORDON	100.00
10420	SKYES, MARVIN	108.75
	REPORT TOTAL	<u>323,806.84</u>

FUND	NAME	TOTAL
01	GENERAL FU	124,387.42
10	SEWER FUND	25,289.85
11	WATER FUND	8,341.39
14	STORMWATER	440.61
21	STREET FUN	982.60
25	LIBRARY FU	158,226.91
29	OFFICE EQU	75.00
30	RECREATION	2,009.12
32	HAYSVILLE	55.68

VENDOR NO	NAME	PAYMENT AMT
36	CAPITAL IM	1,313.92
92	TR GUEST T	1,150.00
99	ST REC RES	1,534.34
	TOTAL	<u>323,806.84</u>

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

INTRUST								
10 A & E ANALYTICAL LAB INC.								
1600075	1	1/26/16	1/20/16	WATER TESTING	210.00	10	10-30-2040	1
				INVOICE TOTAL	210.00			
				VENDOR TOTAL	210.00			
266 ALL SEASONS SPORTSWEAR								
047074	1	1/26/16	1/11/16	EMBROIDERY - 11EA. SHIRTS (PW)	22.00	10	10-30-2016	1
	2			EMBROIDERY - 11EA. SHIRTS (PW)	22.00	11	11-31-2016	1
	3			EMBROIDERY - 11EA. SHIRTS (PW)	22.00	21	21-41-2016	1
				INVOICE TOTAL	66.00			
				VENDOR TOTAL	66.00			
268 JIMMY ALLEN								
1/26/16	1	1/26/16	1/26/16	REFEREE BASKETBALL 3 HRS 1/13	60.00	30	30-00-2001	1
				INVOICE TOTAL	60.00			
1/26/16 A	1	1/26/16	1/26/16	REFEREE BASKETBALL 3 HRS 1/20	60.00	30	30-00-2001	1
				INVOICE TOTAL	60.00			
				VENDOR TOTAL	120.00			
274 ALTERATIONS ETC.								
874083	1	1/26/16	1/01/16	1EA. ALTERATION SHIRT/MEND	1.80	01	01-02-2016	1
				INVOICE TOTAL	1.80			
				VENDOR TOTAL	1.80			
285 AMERICAN ELECTRIC COMPANY								
9442653828	1	1/26/16	1/07/16	15 IN FLOUR LAMP-VEND. MACHINE	9.85	01	01-09-2009	1
				INVOICE TOTAL	9.85			
9442654833	1	1/26/16	1/07/16	DUAL SECURITY LIGHT 1EA. - HAC	16.50	30	30-50-2009	1
				INVOICE TOTAL	16.50			
9442654835	1	1/26/16	1/11/16	GZ4 BASE W/9" LEADS - HAC	25.08	30	30-50-2025	1
				SECURITY LIGHTS				
				INVOICE TOTAL	25.08			
9442656000	1	1/26/16	1/11/16	VEND. MACHINE PART (PD)	27.07	01	01-09-2009	1
				INVOICE TOTAL	27.07			
				VENDOR TOTAL	78.50			
460 ASSOCIATED BUSINESS FORMS INC								
40978	1	1/26/16	1/15/16	2015 FORM 1099-MISC. 100 EA.	57.13	01	01-10-2077	1
				INVOICE TOTAL	57.13			
				VENDOR TOTAL	57.13			
490 A T & T								
JAN 2016	1	1/26/16	1/11/16	MONTHLY PHONE BILL	1,475.60	01	01-00-2001	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	2			MONTHLY PHONE BILL	.20	01	01-01-2002	1
	3			MONTHLY PHONE BILL	.63	01	01-02-2002	1
	4			MONTHLY PHONE BILL	.15	01	01-06-2002	1
	5			MONTHLY PHONE BILL	.10	01	01-12-2003	1
	6			MONTHLY PHONE BILL	.01	01	01-03-2002	1
	7			MONTHLY PHONE BILL	.01	01	01-04-2002	1
	8			MONTHLY PHONE BILL	.18	01	01-18-2002	1
	9			MONTHLY PHONE BILL	.01	01	01-21-2002	1
	10			MONTHLY PHONE BILL	.01	01	01-22-2002	1
	11			MONTHLY PHONE BILL	.05	01	01-20-2002	1
	12			MONTHLY PHONE BILL	237.20	10	10-00-2001	1
	13			MONTHLY PHONE BILL	.22	10	10-30-2002	1
	14			MONTHLY PHONE BILL	237.20	11	11-00-2001	1
	15			MONTHLY PHONE BILL	.22	11	11-31-2002	1
	16			MONTHLY PHONE BILL	105.44	21	21-00-2001	1
	17			MONTHLY PHONE BILL	263.50	30	30-00-2001	1
	18			MONTHLY PHONE BILL	.23	30	30-50-2002	1
				INVOICE TOTAL	2,320.96			
				VENDOR TOTAL	2,320.96			
97579863	1	1/26/16	1/18/16	590 BSN SPORTS, LLC. BALL CART	1,418.33	99	99-00-2001	1
				INVOICE TOTAL	1,418.33			
				VENDOR TOTAL	1,418.33			
JAN 2016	1	1/26/16	1/26/16	798 DOJANG LLC 22 STUDENTS FOR LESSONS @\$15EA	330.00	30	30-50-1100	1
				INVOICE TOTAL	330.00			
				VENDOR TOTAL	330.00			
1/26/16	1	1/26/16	1/26/16	992 CAMPUS HIGH SCHOOL COURT ORDERED RESTITUTION CASE #2015/868-869	1,845.00	01	01-00-5059	1
				INVOICE TOTAL	1,845.00			
				VENDOR TOTAL	1,845.00			
451202823	1	1/26/16	1/05/16	1155 CINTAS CORPORATION #451 SHOP TOWELS & SUPPLIES	41.24	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	41.24	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	41.23	21	21-41-2009	1
	4			UNIFORM CLEAN & RENT	47.27	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	11.65	01	01-20-2016	1
	6			UNIFORM CLEAN & RENT	51.21	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	43.49	11	11-31-2016	1
	8			UNIFORM CLEAN & RENT	35.46	21	21-41-2016	1
				INVOICE TOTAL	312.79			
451205153	1	1/26/16	1/12/16	SHOP TOWELS & SUPPLIES	41.24	10	10-30-2009	1
	2			SHOP TOWELS & SUPPLIES	41.24	11	11-31-2009	1
	3			SHOP TOWELS & SUPPLIES	41.23	21	21-41-2009	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	4			UNIFORM CLEAN & RENT	47.27	01	01-03-2012	1
	5			UNIFORM CLEAN & RENT	11.65	01	01-20-2016	1
	6			UNIFORM CLEAN & RENT	50.96	10	10-30-2016	1
	7			UNIFORM CLEAN & RENT	43.24	11	11-31-2016	1
	8			UNIFORM CLEAN & RENT	35.21	21	21-41-2016	1
				INVOICE TOTAL	312.04			
				VENDOR TOTAL	624.83			
16745590A				1816 FAMILY MEDCENTERS PA				
	1	1/26/16	1/01/16	WORK COMP MEDICAL TREATMENT	80.33	10	10-30-2012	1
	2			WORK COMP MEDICAL TREATMENT	80.33	11	11-31-2012	1
	3			WORK COMP MEDICAL TREATMENT	80.34	21	21-41-2012	1
				INVOICE TOTAL	241.00			
16745590B				1816 FAMILY MEDCENTERS PA				
	1	1/26/16	1/01/16	WORK COMP MEDICAL TREATMENT	18.33	10	10-30-2012	1
	2			WORK COMP MEDICAL TREATMENT	18.33	11	11-31-2012	1
	3			WORK COMP MEDICAL TREATMENT	18.34	21	21-41-2012	1
				INVOICE TOTAL	55.00			
				VENDOR TOTAL	296.00			
000062993				1950 FOLEY INDUSTRIES				
	1	1/26/16	1/07/16	MISC. PARTS - CHALLENGER 55	684.05	10	10-30-2006	1
				INVOICE TOTAL	684.05			
000062994				1950 FOLEY INDUSTRIES				
	1	1/26/16	1/07/16	MISC. PARTS - CHALLENGER 55	26.22	10	10-00-2001	1
				INVOICE TOTAL	26.22			
000063100				1950 FOLEY INDUSTRIES				
	1	1/26/16	1/08/16	TUBE - CHALLENGER 55 REPAIR	28.36	10	10-30-2006	1
	2			TUBE - CHALLENGER 55 REPAIR	65.10	10	10-00-2001	1
				INVOICE TOTAL	93.46			
				VENDOR TOTAL	803.73			
0067829-IN				1990 GADES SALES CO INC				
	1	1/26/16	1/08/16	CROSSWALK RPLCMNT PARTS ACCIDENT @ MAIN/GRAND	302.00	21	21-41-2009	1
				INVOICE TOTAL	302.00			
				VENDOR TOTAL	302.00			
9742882				2230 HACH COMPANY				
	1	1/26/16	1/08/16	MISC. WW LAB SUPPLIES	1,130.08	10	10-30-2009	1
				INVOICE TOTAL	1,130.08			
				VENDOR TOTAL	1,130.08			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				2246 HAMPEL OIL				
90753532	1	1/26/16	1/13/16	UNLEADED FUEL 1576 GAL.	2,364.00	01	01-00-2001	1
	2			DIESEL FUEL 650 GAL.	988.00	10	10-00-2001	1
				INVOICE TOTAL	3,352.00			
				VENDOR TOTAL	3,352.00			
				2300 HAYSVILLE COMMUNITY LIBRARY				
JAN 2016	1	1/26/16	1/26/16	LIBRARY AD-VALOREM DISTR.	152,679.70	25	25-45-2012	1
	2			LIBRARY AD-VALOREM DISTR.	38.33	25	25-45-2012	1
	3			LIBRARY - BACK TAX	3,870.52	25	25-45-2012	1
	4			LIBRARY - MOTOR VEHICLE	1,424.44	25	25-45-2012	1
	5			LIBRARY - REC. VEHICLE	4.50	25	25-45-2012	1
	6			COMMERCIAL VEHICLE TAX	87.29	25	25-45-2012	1
	7			WATERCRAFT TAX	122.13	25	25-45-2012	1
				INVOICE TOTAL	158,226.91			
				VENDOR TOTAL	158,226.91			
				2345 HAYSVILLE RENTAL CENTER				
31050	1	1/26/16	1/07/16	RENTAL: SCISSOR LIFT 1/7/15 CHRISTMAS DECORATIONS	110.00	01	01-03-2012	1
				INVOICE TOTAL	110.00			
				2345 HAYSVILLE RENTAL CENTER				
31080	1	1/26/16	1/08/16	RENTAL:AERIAL LIFT 1/8/15 ACCIDENT @ MAIN/GRAND	145.00	21	21-41-2009	1
				INVOICE TOTAL	145.00			
				2345 HAYSVILLE RENTAL CENTER				
31127	1	1/26/16	1/11/16	PURCHASE: MISC. CHAINS (SAWS)	26.98	01	01-03-2009	1
	2			PURCHASE: MISC. CHAINS (SAWS)	26.98	11	11-31-2009	1
				INVOICE TOTAL	53.96			
				VENDOR TOTAL	308.96			
				2367 HAYSVILLE TRUE VALUE				
12/31/15	1	1/26/16	1/01/16	MONTHLY HARDWARE SUPPLIES	2.51	10	10-30-2006	1
	2			MONTHLY HARDWARE SUPPLIES	198.26	10	10-00-2001	1
	3			MONTHLY HARDWARE SUPPLIES	5.79	11	11-00-2001	1
	4			MONTHLY HARDWARE SUPPLIES	33.89	21	21-00-2001	1
	5			MONTHLY HARDWARE SUPPLIES	33.69	14	14-00-2001	1
	6			MONTHLY HARDWARE SUPPLIES	63.92	36	36-00-2001	1
	7			MONTHLY HARDWARE SUPPLIES	1.99	32	32-00-2001	1
	8			MONTHLY HARDWARE SUPPLIES	116.86	01	01-00-2001	1
	9			MONTHLY HARDWARE SUPPLIES	.27	14	14-34-2012	1
				INVOICE TOTAL	457.18			
				VENDOR TOTAL	457.18			
				2500 HAC INC				
JAN 2016	1	1/26/16	1/01/16	MONTHLY GROCERIES	87.83	30	30-00-2001	1
	2			MONTHLY GROCERIES	37.02	30	30-00-2001	1
	3			MONTHLY GROCERIES	135.04	10	10-00-2001	1
	4			MONTHLY GROCERIES	107.93	01	01-18-2012	1
	5			MONTHLY GROCERIES	49.00	01	01-00-2001	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	6			MONTHLY GROCERIES	53.69	32	32-00-2001	1
				INVOICE TOTAL	470.51			
				VENDOR TOTAL	470.51			
1001187806	1	1/26/16	1/08/16	2680 IACP MEMBERSHIP RENEWAL 2016	150.00	01	01-02-2012	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	150.00			
32143.001	1	1/26/16	1/20/16	2850 JOHNSTONE SUPPLY BELT - LIBRARY	101.43	01	01-09-2009	1
				INVOICE TOTAL	101.43			
				VENDOR TOTAL	101.43			
2016	1	1/26/16	1/26/16	2880 KS ASSOC. FOR COURT MANAGEMENT ANNUAL MEMBERSHIP-J. CHILCOTE	50.00	01	01-06-2064	1
				INVOICE TOTAL	50.00			
				VENDOR TOTAL	50.00			
2016 DUES*	1	1/26/16	1/26/16	3010 KANSAS ASSOCIATION OF CHIEFS ANNUAL MEMBERSHIP - B. POWERS	30.00	01	01-02-2012	1
				INVOICE TOTAL	30.00			
				VENDOR TOTAL	30.00			
JAN 2016	1	1/26/16	1/26/16	3034 KEDA 2016 MEMBERSHIP DUES	300.00	01	01-18-2012	1
				INVOICE TOTAL	300.00			
JAN 2016*	1	1/26/16	1/26/16	KEDA LEGISLATIVEDAY REGISTR.	50.00	01	01-18-2015	2
				INVOICE TOTAL	50.00			
				VENDOR TOTAL	350.00			
0422016-IN	1	1/26/16	1/18/16	3050 KANSAS FIRE EQUIPMENT CO INC FIRE SYSTEM 6MO INSP - LIBRARY	65.00	01	01-09-2006	1
	2			CO2 CARTIRIDGE	11.50	01	01-09-2006	1
	3			CO2 O-RING	1.00	01	01-09-2006	1
	4			FUSEABLE LINK	8.00	01	01-09-2006	1
	5			S HOOK	.50	01	01-09-2006	1
				INVOICE TOTAL	86.00			
				VENDOR TOTAL	86.00			
4QTR 2015	1	1/26/16	1/01/16	3070 KANSAS DPT OF HEALTH & ENVIRO, ANALYTICAL TESTING	460.00	11	11-31-2040	1
	2			ANALYTICAL TESTING	600.00	11	11-00-2001	1
				INVOICE TOTAL	1,060.00			
				VENDOR TOTAL	1,060.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
4TH QTR 15	1	1/26/16	1/26/16	3130 KANSAS DEPT OF REVENUE WATER PROTECTION FEE	2,124.26	11	11-00-2001	1
	2			CLEAN DRINKING WATER FEE	1,991.49	11	11-00-2001	1
				INVOICE TOTAL	4,115.75			
				VENDOR TOTAL	4,115.75			
13-812	1	1/26/16	1/26/16	3275 KS MUNICIPAL INSURANCE TRUST 2016 WORK COMP INSUR. PREMIUM	113,564.00	01	01-23-2084	1
				INVOICE TOTAL	113,564.00			
				VENDOR TOTAL	113,564.00			
13029	1	1/26/16	1/14/16	3290 KANSAS MUNICIPAL UTILITIES 2016 KMU MEMBERSHIP DUES	653.00	10	10-30-2040	1
	2			2016 KMU MEMBERSHIP DUES	653.00	11	11-31-2040	1
				INVOICE TOTAL	1,306.00			
				VENDOR TOTAL	1,306.00			
1/26/16 A	1	1/26/16	1/26/16	3413 JORDAN KECK REFEREE BASKETBALL 4 HRS 1/9	60.00	30	30-00-2001	1
				INVOICE TOTAL	60.00			
1/26/16 B	1	1/26/16	1/26/16	REFEREE BASKETBALL 5 HR 1/16	75.00	30	30-00-2001	1
				INVOICE TOTAL	75.00			
				VENDOR TOTAL	135.00			
1/26/16 A	1	1/26/16	1/26/16	3414 KAITLYN KECK REFEREE BASKETBALL 3 HRS 1/13	27.00	30	30-00-2001	1
				INVOICE TOTAL	27.00			
				VENDOR TOTAL	27.00			
237800067	1	1/26/16	1/12/16	3500 KONICA MINOLTA BUSINESS COPIER MAINT. - HAC	116.01	99	99-00-2001	1
				INVOICE TOTAL	116.01			
9002038918	1	1/26/16	1/01/16	COPIER MAINT. - ADMIN.	34.13	01	01-00-2001	1
	2			COPIER MAINT. - PW	16.38	01	01-20-2004	1
				INVOICE TOTAL	50.51			
9002039153	1	1/26/16	1/01/16	COPIER MAINT. ADMIN (COLOR)	143.22	01	01-10-2040	1
	2			COPIER MAINT. ADMIN (COLOR)	115.87	01	01-00-2001	1
				INVOICE TOTAL	259.09			
9002065494	1	1/26/16	1/08/16	COPIER MAINT. - SR. CNTR.	34.93	01	01-12-2004	1
				INVOICE TOTAL	34.93			
				VENDOR TOTAL	460.54			
JAN 2016	1	1/26/16	1/01/16	3550 KANSAS SECRETARY OF STATE KSA SUPPLEMENTS - PD 2 EA.	243.00	01	01-02-2004	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	2			KSA SUPPLEMENTS - COURT 1 EA. INVOICE TOTAL	121.50 364.50	01	01-06-2064	1
				VENDOR TOTAL	364.50			
27688308	1	1/26/16	1/14/16	3730 LOCKE SUPPLY INC 400W MERC COATED MV 1 EA. INVOICE TOTAL	18.16 18.16	30	30-50-2025	1
27695972	1	1/26/16	1/15/16	400W MERC COATED MV 6 EA.	108.94	30	30-50-2025	1
	2			GEMSBOK DRIVER MEDIUM 1 EA. INVOICE TOTAL	12.95 121.89	30	30-50-2025	1
				VENDOR TOTAL	140.05			
0768008-IN	1	1/26/16	1/13/16	3790 M6 CONCRETE ACCESSORIES COMM GRD SAND MED 80#/BAG 25EA FOR LED SIGN TRAILER INVOICE TOTAL	311.85 311.85	10	10-30-2080	1
				VENDOR TOTAL	311.85			
A2015-590	1	1/26/16	1/01/16	3841 MARTENS APPRAISAL FINAL PYMT-HAYSVILLE ACT CNTR INVOICE TOTAL	1,250.00 1,250.00	36	36-56-3001	1
				VENDOR TOTAL	1,250.00			
1683	1	1/26/16	1/12/16	4032 MIDWEST INDUSTRIAL SUPPLIES PUMP - SOUTH HAMPTON INVOICE TOTAL	5,388.75 5,388.75	10	10-30-2006	1
				VENDOR TOTAL	5,388.75			
9682E	1	1/26/16	1/01/16	4035 MIDWEST ELECTRIC & MACHINE AERATOR REPAIR 12/29/15	3,000.00	10	10-00-2001	1
	2			AERATOR REPAIR 12/29/15 INVOICE TOTAL	6,530.58 9,530.58	10	10-30-2006	1
9729E	1	1/26/16	1/20/16	AERATOR REPAIR 1/20/16 INVOICE TOTAL	1,970.01 1,970.01	10	10-30-2006	1
				VENDOR TOTAL	11,500.59			
2814	1	1/26/16	1/15/16	4317 NRP FEB 2016 FOG CONTROLS INVOICE TOTAL	1,680.00 1,680.00	10	10-30-2040	1
				VENDOR TOTAL	1,680.00			
1/26/16	1	1/26/16	1/26/16	4336 NELSON ELEMENTARY COURT ORDERED RESTITUTION CASE #2015/868-869 INVOICE TOTAL	667.00 667.00	01	01-00-5059	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
VENDOR TOTAL					667.00			
1/26/16	1	1/26/16	1/26/16	4357 RANDY NOWAK TRAVEL ADVANCE - GANG CONFER. 2/2-2/5/16	155.50	01	01-02-2015	1
INVOICE TOTAL					155.50			
VENDOR TOTAL					155.50			
3744	1	1/26/16	1/15/16	4370 OFFICE DEPOT PERF. POLO S/S 2EA. - POLICE	144.00	01	01-00-2001	1
	2			PERF. POLO S/S 2EA. - POLICE	.10	01	01-02-2016	1
INVOICE TOTAL					144.10			
813033391	1	1/26/16	1/05/16	RETURN - 42U SERVER RACK MISSING PARTS	289.99-	29	29-49-2044	1
INVOICE TOTAL					289.99-			
817526856	1	1/26/16	1/13/16	42U SERVER RACK	364.99	29	29-49-2044	1
INVOICE TOTAL					364.99			
817684450	1	1/26/16	1/14/16	MISC. OFFICE SUPPLIES	847.13	01	01-10-2077	1
INVOICE TOTAL					847.13			
VENDOR TOTAL					1,066.23			
4814110093	1	1/26/16	1/01/16	4396 O'REILLY AUTOMOTIVE INC CREDIT-TRNS CS MTR (TRK #02)	8.00-	10	10-30-2006	1
	2			CREDIT-TRNS CS MTR (TRK #02)	8.00-	11	11-31-2006	1
	3			CREDIT-TRNS CS MTR (TRK #02)	8.00-	21	21-41-2006	1
INVOICE TOTAL					24.00-			
4814110911	1	1/26/16	1/01/16	CREDIT - JCASE FUSE 1 EA.	4.49-	21	21-41-2006	1
INVOICE TOTAL					4.49-			
4814114068	1	1/26/16	1/01/16	CREDIT-DRV SHFT BRG (TRK #49)	27.15-	01	01-03-2006	1
INVOICE TOTAL					27.15-			
4814114457	1	1/26/16	1/01/16	CREDIT- BATTERY (TENNANT SWPR)	22.00-	21	21-41-2009	1
INVOICE TOTAL					22.00-			
4814115173	1	1/26/16	1/01/16	CREDIT- BATTERY(310SJ BACKHOE)	44.00-	11	11-31-2006	1
INVOICE TOTAL					44.00-			
4814129930	1	1/26/16	1/01/16	10AMP FUSES - PUBLIC WORKS	3.33	10	10-30-2006	1
	2			10AMP FUSES - PUBLIC WORKS	3.33	11	11-31-2006	1
	3			10AMP FUSES - PUBLIC WORKS	3.33	21	21-41-2006	1
INVOICE TOTAL					9.99			
4814143887	1	1/26/16	1/08/16	6PK PAPER - TRK #2	1.67	10	10-30-2006	1
	2			6PK PAPER - TRK #2	1.66	11	11-31-2006	1
	3			6PK PAPER - TRK #2	1.66	21	21-41-2006	1
INVOICE TOTAL					4.99			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
4814144283	1	1/26/16	1/13/16	BATTERY - VAC TRAILER	97.60	10	10-30-2006	1
				INVOICE TOTAL	97.60			
4814144444	1	1/26/16	1/14/16	EXHST PIPE GSKT,U-JOINT-TRK#30	21.73	10	10-30-2006	1
	2			EXHST PIPE GSKT,U-JOINT-TRK#30	21.73	11	11-31-2006	1
	3			EXHST PIPE GSKT,U-JOINT-TRK#30	21.74	21	21-41-2006	1
				INVOICE TOTAL	65.20			
4814144906	1	1/26/16	1/19/16	CREDIT - STARTER (TRK #35)	15.00-	21	21-41-2006	1
				INVOICE TOTAL	15.00-			
				VENDOR TOTAL	41.14			
				4444 DELBERT PARKER				
1/26/16 A	1	1/26/16	1/26/16	REFEREE BASKETBALL 3 HRS 1/13	60.00	30	30-00-2001	1
				INVOICE TOTAL	60.00			
1/26/16 B	1	1/26/16	1/26/16	REFEREE BASKETBALL 3 HRS 1/20	60.00	30	30-00-2001	1
				INVOICE TOTAL	60.00			
				VENDOR TOTAL	120.00			
				4520 PETTY CASH				
1/26/16	1	1/26/16	1/26/16	REIMBURSE FUND	45.43	01	01-02-2015	1
	2			REIMBURSE FUND	24.14	01	01-18-2012	1
	3			REIMBURSE FUND	3.38	11	11-00-5012	1
	4			REIMBURSE FUND	150.00	01	01-00-5016	1
				INVOICE TOTAL	222.95			
				VENDOR TOTAL	222.95			
				4540 PHILLIPS 66 - CONOCO-76				
DEC 2015	1	1/26/16	1/26/16	MONTHLY FUEL PURCHASES	18.29	01	01-00-2001	1
				INVOICE TOTAL	18.29			
				VENDOR TOTAL	18.29			
				4662 POWERPLAN				
452058	1	1/26/16	1/14/16	SHOE 2EA. - JD 310SJ BACKHOE	115.14	21	21-41-2006	1
				INVOICE TOTAL	115.14			
459012	1	1/26/16	1/08/16	S/C 1/8/16 JD 310SJ HYDR CYLD.	131.08	10	10-30-2006	1
	2			S/C 1/8/16 JD 310SJ HYDR CYLD.	131.07	11	11-31-2006	1
	3			S/C 1/8/16 JD 310SJ HYDR CYLD.	30.08	21	21-41-2006	1
				INVOICE TOTAL	292.23			
				VENDOR TOTAL	407.37			
				4708 PRICHARD ANIMAL HOSPITAL PA				
236096	1	1/26/16	1/14/16	EVP CANINE ADV FITNESS 38.5 LB	121.17	01	01-02-2047	1
				INVOICE TOTAL	121.17			
				VENDOR TOTAL	121.17			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
1/26/16	1	1/26/16	1/26/16	5007 REX ELEMENTARY COURT ORDERED RESTITUTION CASE #2015/868-869	275.00	01	01-00-5059	1
				INVOICE TOTAL	275.00			
				VENDOR TOTAL	275.00			
1	1	1/26/16	1/20/16	5260 SCHILLBILLY'S RV & BOAT STRG. 5 GAL. PAILS - LIQUITUBE/PUMP	406.65	01	01-03-2006	1
	2			5 GAL. PAILS - LIQUITUBE/PUMP	406.65	10	10-30-2006	1
	3			5 GAL. PAILS - LIQUITUBE/PUMP	406.65	14	14-34-2012	1
				INVOICE TOTAL	1,219.95			
				VENDOR TOTAL	1,219.95			
DEC 2015	1	1/26/16	1/06/16	5326 SEDGWICK COUNTY ANIMAL CONTROL - PICK UP	29.00	01	01-00-2001	1
				INVOICE TOTAL	29.00			
				VENDOR TOTAL	29.00			
DEC 2015	1	1/26/16	1/01/16	5330 SEDGWICK COUNTY ELECTRIC COOP ELECTRIC USE @ EAST WATER WELL	412.58	11	11-00-2001	1
				INVOICE TOTAL	412.58			
DEC 2015-	1	1/26/16	1/01/16	ELECTRIC USE @ WEST WATER WELL	583.30	11	11-00-2001	1
				INVOICE TOTAL	583.30			
				VENDOR TOTAL	995.88			
1/26/16	1	1/26/16	1/26/16	5445 BRADY SIMMONS TRAVEL ADVANCE - GANG CONFER. 2/2-2/5/16	155.50	01	01-02-2015	1
				INVOICE TOTAL	155.50			
				VENDOR TOTAL	155.50			
4021011-00	1	1/26/16	1/15/16	5680 STANION WHOLESALE ELECTRIC CO PHIL 45375-3 LIGHTS 30PK - HAC	99.00	30	30-50-2025	1
				INVOICE TOTAL	99.00			
				VENDOR TOTAL	99.00			
21628-3	1	1/26/16	1/20/16	5916 TIMES-SENTINEL NEWSPAPERS NEW HOMES AD 12/17/15	100.00	92	92-66-3001	1
				INVOICE TOTAL	100.00			
22577	1	1/26/16	1/14/16	HONOR ROLL OF BUSINESS AD 1/14	50.00	92	92-66-3001	1
				INVOICE TOTAL	50.00			
				VENDOR TOTAL	150.00			
JAN 2016	1	1/26/16	1/26/16	6030 UNITED STATES POSTAL SERVICE PAYMENT ON PERMIT #1	360.00	10	10-30-2011	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
	2			PAYMENT ON PERMIT #1	720.00	11 11-31-2011	1
				INVOICE TOTAL	1,080.00		
				VENDOR TOTAL	1,080.00		
836800	1	1/26/16	1/04/16	6095 USA BLUE BOOK PIPE DESCALER 1 EA. WATER METER SUPPLIES	119.15	11 11-31-2009	1
				INVOICE TOTAL	119.15		
				VENDOR TOTAL	119.15		
5567315-1	1	1/26/16	1/11/16	6290 THE WALDINGER CORPORATION S/C 1/5 - MUA HASTINGS REPAIR AIR EXCHANGE NOT HEATING	731.25	10 10-30-2006	1
				INVOICE TOTAL	731.25		
				VENDOR TOTAL	731.25		
DEC 2015	1	1/26/16	1/16/16	6300 WAL-MART COMMUNITY/GECRB MONTHLY SUPPLIES	73.53	30 30-00-2001	1
				INVOICE TOTAL	73.53		
				VENDOR TOTAL	73.53		
198929	1	1/26/16	1/12/16	6600 WICHITA STAMP & SEAL INC CASE CLOSED STAMP - INSPECTION	24.79	01 01-20-2004	1
				INVOICE TOTAL	24.79		
				VENDOR TOTAL	24.79		
1088	1	1/26/16	1/01/16	6615 WICHITA THUNDER 2015-2016 CORP SPONSORSHIP PKG	1,000.00	92 92-00-2001	1
				INVOICE TOTAL	1,000.00		
				VENDOR TOTAL	1,000.00		
210702 00	1	1/26/16	1/20/16	6630 WICHITA WINWATER WORKS 4" INSIDE GRIPPER	8.38	11 11-31-2009	1
				INVOICE TOTAL	8.38		
				VENDOR TOTAL	8.38		
1/26/16 A	1	1/26/16	1/26/16	10135 CHRISTOPHER LONG REFEREE BASKETBALL 4 HRS 1/9	80.00	30 30-00-2001	1
				INVOICE TOTAL	80.00		
1/26/16 B	1	1/26/16	1/26/16	REFEREE BASKETBALL 5 HR 1/16	75.00	30 30-00-2001	1
				INVOICE TOTAL	75.00		
				VENDOR TOTAL	155.00		
1/26/16 A	1	1/26/16	1/26/16	10140 TRACI MCKELVEY REFEREE VOLLEYBALL 3.75HR 1/14	35.63	30 30-50-1100	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
					INVOICE TOTAL			
					35.63			
					VENDOR TOTAL			
					35.63			
1/26/16 A	1	1/26/16	1/26/16	10190 DUSTIN MUSGROVE REFEREE BASKETBALL 4 HRS 1/9	60.00	30	30-00-2001	1
					INVOICE TOTAL			
					60.00			
1/26/16 B	1	1/26/16	1/26/16	REFEREE BASKETBALL 5 HR 1/16	75.00	30	30-00-2001	1
					INVOICE TOTAL			
					75.00			
					VENDOR TOTAL			
					135.00			
1/26/16 A	1	1/26/16	1/26/16	10280 GORDON RITTHALER REFEREE BASKETBALL 5 HR 1/16	100.00	30	30-00-2001	1
					INVOICE TOTAL			
					100.00			
					VENDOR TOTAL			
					100.00			
1/26/16 A	1	1/26/16	1/26/16	10420 MARVIN E SYKES REFEREE ARENABALL 3.5 HR 1/10	52.50	30	30-50-1100	1
	2			REFEREE ARENABALL 3.75 HR 1/17	56.25	30	30-50-1100	1
					INVOICE TOTAL			
					108.75			
					VENDOR TOTAL			
					108.75			
					INTRUST TOTAL			
					323,806.84			
					TOTAL MANUAL CHECKS			
					.00			
					TOTAL E-PAYMENTS			
					.00			
					TOTAL PURCH CARDS			
					.00			
					TOTAL ACH PAYMENTS			
					.00			
					TOTAL OPEN PAYMENTS			
					323,806.84			
					GRAND TOTALS			
					323,806.84			

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VENDOR NO	NAME	PAYMENT AMT
495	AT&T MOBILITY	78.83
6234	VERIZON WIRELESS	185.79
6407	WESTAR ENERGY	7,110.34
REPORT TOTAL		7,374.96

FUND	NAME	TOTAL
01	GENERAL FUND	7,110.34
10	SEWER FUND	61.93
11	WATER FUND	61.93
21	STREET FUND	61.93
30	RECREATION FUND	78.83
TOTAL		7,374.96

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INV #	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ

INTRUST							
495 AT&T MOBILITY							
DEC 2015	1	1/21/16	1/21/16	MONTHLY CELL PHONE BILLING	78.83	30 30-00-2001	1
					INVOICE TOTAL	78.83	
					VENDOR TOTAL	78.83	
6234 VERIZON WIRELESS							
DEC 2015*	1	1/21/16	1/21/16	PUBLIC WORKS DATA PLAN	61.80	10 10-00-2001	1
	2			PUBLIC WORKS DATA PLAN	.13	10 10-30-2002	1
	3			PUBLIC WORKS DATA PLAN	61.80	11 11-00-2001	1
	4			PUBLIC WORKS DATA PLAN	.13	11 11-31-2002	1
	5			PUBLIC WORKS DATA PLAN	61.80	21 21-00-2001	1
	6			PUBLIC WORKS DATA PLAN	.13	21 21-41-2002	1
					INVOICE TOTAL	185.79	
					VENDOR TOTAL	185.79	
6407 WESTAR ENERGY							
DEC 2015S	1	1/21/16	1/21/16	MONTHLY ELECTRIC UTILITIES	6,209.94	01 01-00-2001	1
	2			MONTHLY ELECTRIC UTILITIES	900.40	01 01-08-2003	1
					INVOICE TOTAL	7,110.34	
					VENDOR TOTAL	7,110.34	
					INTRUST TOTAL	7,374.96	
					TOTAL MANUAL CHECKS	0.00	
					TOTAL E-PAYMENTS	0.00	
					TOTAL PURCH CARDS	0.00	
					TOTAL ACH PAYMENTS	0.00	
					TOTAL OPEN PAYMENTS	7,374.96	
					GRAND TOTALS	7,374.96	

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Haysville Land Bank

Annual Financial Report for the Governing Body
For Period 09/09/15 to 12/31/15

Beginning Balance		-
Revenues		
09/09/15	Initial Deposit to Open Account	500.00
09/15/15	Wire Transfer to Fund Tax Foreclosure Auction Lots Purchased	2,266.00
	Revenues Total	2,766.00
Expenditures		
09/15/15	Cashier's Check for Tax Foreclosure Auction Lots Purchased	350.00
09/15/15	Check #2001 for Tax Foreclosure Auction Lots Purchased	2,266.00
	Expenditures Total	2,616.00
Ending Balance		150.00

Haysville Land Bank

Inventory of Land Bank Properties

As of December 31, 2015

Lots in River Forest 2nd Addition

Block	Lot	Block	Lot
A	1	C	12
A	2	C	13
B	17	C	14
B	18	C	15
B	19	C	16
B	20	C	17
B	21	C	18
B	24	C	19
B	25	C	20
B	26	C	21
B	27	C	22
B	28	C	23
B	29	C	24
B	30	C	25
C	3	C	26
C	4	C	27
C	5	C	28
C	7	C	29
C	8	C	30
C	9	D	1
C	10	D	5
C	11		

Other Properties

7310 South Broadway, Haysville, KS

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CITY OF HAYSTACK

ACTION REQUEST FORM

To: Chief of Police

Date: 1/20/16

Address of Request: 125 VanArsdale (please complete a separate form for each property)

The following action is being requested:

Not sure if this is police, or Code Enforcement: There has been a trailer parked in the street at 125 VanArsdale for several days now. Have had neighbors in the area complain. I believe it is against code to leave them in the street.

Please:

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

Submitted By:

Name: Steve Crum

Phone #: 316-941-1977

Email secondgencoach@aol.com

COMPLETED

FIRST RESPONSE:

Remarks from staff:

Contact was made with the owner the same day the CAR was received, and they were made aware of the ordinance. The trailer has since been moved. Matter is considered closed.

--Police Chief Jeff Whitfield

Signature:

Date: 1/22/16

UPDATE:

Remarks from staff

Signature:

Date:

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CITY OF HAYSTACK

ACTION REQUEST FORM

To: Chief of Police

Date: 1/22/16

Address of Request: 700 block of Greenwood Ct. (please complete a separate form for each property)

The following action is being requested:

I have received several complaints about an abandoned car in the 700 block of
Greenwood Ct.

Please:

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

Submitted By:

Name: Bob Rardin

Phone #: _____

Email brardin@cox.net

FIRST RESPONSE:

Remarks from staff:

The owner has been contacted and advised they will move the vehicle. Will conduct
follow-up on Monday, January 25th.

--Police Chief Jeff Whitfield

Signature:

Date: 1-22-16

UPDATE:

Remarks from staff

Signature:

Date:

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No Supporting Documents