

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, August 15, 2022
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER.....Mayor Ronald E. Hutto
ROLL CALL.....City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Monday, August 01, 2022

PUBLIC HEARING

-Public hearing related to the City's plan of finance to refund temporary note tax-exempt debt.

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

- Bill No. 2282 – An Ordinance** – Authorizing and providing for the issuance of General Obligation Bonds, Series 2022-A, of the City of Winfield, 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.
- Bill No. 2283 – A Resolution** – Prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Bonds, Series 2022-A, of the City of Winfield, Kansas, previously authorized by Ordinance No. 4187 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.
- Bill No. 2284 – An Ordinance** – Amending Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, relating to The Standard Traffic Ordinance and General Provisions, by the amendment of Sections 74-81 and 74-82.
- Bill No. 2285 – An Ordinance** – Amending Chapter 58, of the Code of Ordinances of the City of Winfield, Kansas, relating to the Uniform Public Offense Code, for Kansas Cities, 2022 Edition, by the amendment of Section 58-1.
- Bill No. 2286 – A Resolution** – Determining the existence of certain nuisances at 1203 E 9th in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.
- Bill No. 2287 – A Resolution** – Determining the existence of certain nuisances at 211 Michigan in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.
- Bill No. 2288 – A Resolution** – Determining the existence of certain nuisances at 418 Bliss in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.
- Bill No. 2289 – A Resolution** – Determining the existence of certain nuisances at 420 McCabe in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2290 – A Resolution – Determining the existence of certain nuisances at 906 E 15th in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2291 – A Resolution – Determining the existence of certain nuisances at 1305 Millington in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2292 – A Resolution – Determining the existence of certain nuisances at 1508 Mansfield in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2293 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Young Professionals of Cowley County)

OTHER BUSINESS

- Consider Temporary Liquor License for Patton's Pickin' Parlor, 417 W. 14th Avenue, September 9-12, 2022.

ADJOURNMENT

-Next Commission Work Session 4:00 p.m. Thursday, September 1, 2022

-Next regular meeting 5:30 p.m. Tuesday, September 06, 2022.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
August 1, 2022

The Board of City Commissioners met in regular session, Monday, August 01, 2022 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Ronald E. Hutto presiding. Commissioners Gregory N. Thompson and Brenda K. Butters were also present. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff members present were Patrick Steward, Director of Public Improvements; and Josh Wallace, Environmental Inspector.

City Clerk Peters called roll, all Commissioners present.

Commissioner Butters moved that the minutes of the July 18, 2022 meeting be approved. Commissioner Thompson seconded the motion. With all Commissioners voting aye, motion carried.

PRESENTATIONS

-Amanda Neal, WSU Mini MPA. Mercy O. Umeri, Hugo Wall School of Public Affairs, Wichita State University, presented Amanda Neal with a plaque of program completion of the MiniMPA 2022 session.

PUBLIC HEARING

- Consider determination that the structures at 1316 E 12th Ave are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in ninety (90) days. Mayor Hutto opened a public hearing to consider condemnation of the structures at 1316 E 12th Ave. Kelly Lister, Mulvane, Kansas, and half owner of the property, appeared to ask the Commission for more time. Mayor Hutto closed the public hearing.
- Consider determination that the structures at 907 Lynn are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in thirty (30) days. Mayor Hutto opened a public hearing to consider condemnation of the structures at 907 Lynn. With no one present to comment, Mayor Hutto closed the public hearing.
- Consider determination that the structures at 434 Massachusetts are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in thirty (30) days. Mayor Hutto opened a public hearing to consider condemnation of the structures at 434 Massachusetts. With no one present to comment, Mayor Hutto closed the public hearing.
- Consider determination that the structures at 603 Manning are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in thirty (30) days. Mayor Hutto opened a public hearing to consider condemnation of the structures at 603 Manning. With no one present to comment, Mayor Hutto closed the public hearing.
- Consider determination that the structures at 516 E 4th are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in thirty (30) days. Mayor Hutto opened a public hearing to consider condemnation of the structures at 516 E 4th. With no one present to comment, Mayor Hutto closed the public hearing.
- Consider determination that the structures at 1014 Lowry are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in thirty (30) days. Mayor Hutto opened a

public hearing to consider condemnation of the structures at 1014 Lowry. Environmental Inspector Wallace commented that the structure had been removed. Mayor Hutto closed the public hearing.

NEW BUSINESS

Bill No. 2276 – A Resolution –Setting forth findings that the structure(s), SHED/GARAGE, located on a tract of land legally described as follows: GRANDVIEW ADD WINFIELD, BLOCK 33, LT 11 EXC E15.7, to Winfield, Kansas. Commonly known as 1316 E 12th. Recorded in Book 0722 page 600, in the Office of the Register of Deeds of Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in ninety (90) days. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2276 was adopted and numbered Resolution No. 6322.

Bill No. 2277 – A Resolution – Setting forth findings that the structure(s), SHED/GARAGE, located on a tract of land legally described as follows: S22, T32, R04, PT SW1/4 BEG E132 FROM SW COR, E72, N330, W72, S330 EXC S180 LES S ROW, to Winfield, Kansas. Commonly known as 907 Lynn. Recorded in Book 830 page 693, in the Office of the Register of Deeds of Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in thirty (30) days. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, all Commissioners voting aye, Bill No. 2277 was adopted and numbered Resolution No. 6422.

Bill No. 2278 – A Resolution – Setting forth findings that the structure(s), *HOUSE*, located on a tract of land legally described as follows: HIGHLAND PARK, BLOCK 7, W100 LTS 10-12, to Winfield, Kansas. Commonly known as 434 Massachusetts. Recorded in Book 926 page 0019, in the Office of the Register of Deeds of Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in thirty (30) days. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2278 was adopted and numbered Resolution No. 6522.

Bill No. 2279 – A Resolution – Setting forth findings that the structure(s), *HOUSE*, located on a tract of land legally described as follows: WINFIELD, TOWNSITE OF, BLOCK 86, Lot 1, to Winfield, Kansas. Commonly known as 603 Manning. Recorded in Book 1081 page 794, in the Office of the Register of Deeds of Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in thirty (30) days. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2279 was adopted and numbered Resolution No. 6622.

Bill No. 2280 – A Resolution – Setting forth findings that the structure(s), *HOUSE*, located on a tract of land legally described as follows: ANDREWS ADD, BLOCK 202, Lot 21, to Winfield, Kansas. Commonly known as 516 E 4th. Recorded in Book 648 page 597, in the Office of the Register of Deeds of Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in thirty (30) days. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2280 was adopted and numbered Resolution No. 6722.

-STRICKEN-

~~**Bill No. 2281 — A Resolution** Setting forth findings that the structure(s), located on a tract of land legally described as follows, MANNINGS ADD, BLOCK 30 LOT 7 & 8 in Winfield, Kansas. Commonly known as 1014 Lowry. Recorded in Book 0852 page 880, in the Office of the Register of Deeds of Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in thirty (30) days.~~ Commissioner Thompson moved to strike Bill No. 2281, seconded by Commissioner Butters, all Commissioners voting aye, Bill No. 2281 was stricken.

OTHER BUSINESS

-STRICKEN-

~~Consider Temporary Liquor license application for Xclusive Events, August 6, 2022, at Island Park.~~ Commissioner Thompson moved to strike the Temporary Liquor license application, seconded by Commissioner Butters, all Commissioners voting aye, application was stricken.

ADJOURNMENT

Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 5:44 p.m.

Signed and sealed this 12th day of August 2022.

Signed and approved this 15th day of August 2022.

Brenda Peters, City Clerk

Gregory N. Thompson, Mayor

NOTICE OF PUBLIC HEARING

Notice is hereby given that at 5:30 P.M. on August 15, 2022, in the City Commission Room in City Hall, 200 E. Ninth, Winfield, Kansas 67156, representatives of the City of Winfield, Kansas (the “City”), will hold a public hearing related to the City’s plan of finance to refund temporary note tax-exempt debt issued last year by the City with long-term debt in the form of a tax-exempt bond issued in one or more series, a portion of which will be qualified 501(c)(3) bonds and issued in a principal amount not to exceed \$650,000 plus original issue premium (up to approximately 10%) (the “Obligations”).

Proceeds of the Obligations will be used together with other available funds to refund temporary note tax-exempt debt issued to construct and equip improvements to Meyer Hall in accordance with plans and specifications on file with the City Clerk (the “Project”) and to pay associated costs of issuance and certain interest on the debt pursuant to the provisions of K.S.A. 12-1736 *et seq.* Meyer Hall is located at 1500 E. 8th Street, Winfield, Kansas 67156 and is currently is owned and operated by the City.

The hearing will be open to the public. All interested persons may attend the hearing and will have an opportunity to express their views with respect to the plan of finance and the Obligations. Written comments with respect to the plan of finance and the issuance of the Obligations may also be submitted to the undersigned at the above address prior to the hearing. Additional information regarding the plan of finance and the Obligations may be obtained from the undersigned.

Dated: July 29, 2022

CITY OF WINFIELD, KANSAS

Brenda Peters, City Clerk

BILL NO. 2282

ORDINANCE NO. 4187

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2022-A, OF THE CITY OF WINFIELD, 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 Winfield, Kansas (the “City”) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City has previously authorized certain improvements described as follows (collectively the “Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Advanced Metering Infrastructure Project	Res. 3021	14-570 <i>et seq.</i> / Charter 39	\$ 2,700,000
Meyer Hall Building Improvements	Res. 4821	14-570 <i>et seq.</i> / Charter 39	600,000
Electric GridLiance Project	Res. 1122	14-570 <i>et seq.</i> / Charter 39	12,000,000
Strother Field T Hangar Project	Res. 1222	14-570 <i>et seq.</i> / Charter 39	<u>1,250,000</u>
<i>Total:</i>			<i>\$16,550,000</i>

WHEREAS, the Issuer desires to issue its general obligation bonds in order to permanently finance a portion of the costs of such Improvements and to retire the following temporary notes of the Issuer, which were issued to temporarily finance a portion of the costs of the Improvements (the “Refunded Notes”):

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstandin g Amount</u>	<u>Redemptio n Amount</u>	<u>Redemption Date</u>
2021-1	08/26/2021	12/01/2022	\$1,900,000	\$1,900,000	\$1,900,000	09/09/2022

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City in such authorized amounts to pay the costs of the Improvements and to retire the Refunded Notes; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$9,400,000* of its general obligation bonds[, together with bid premium thereon,] to pay a portion of the costs of the Improvements and to retire the Refunded Notes; and

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

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

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

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 39, all as amended and supplemented from time to time.

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

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

“Bonds” means the City's General Obligation Bonds, Series 2022-A, dated September 8, 2022, authorized by this Ordinance.

“City” means the City of Winfield, 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.

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

“Governing Body” means the City Commission of the City.

“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 Notes” means the Series 2021-1 Notes maturing December 1, 2022, in the aggregate principal amount of \$1,900,000.

“Series 2021-1 Notes” means the City's General Obligation Temporary Notes, Series 2021-1, dated August 26, 2021.

“State” means the State of Kansas.

“Substitute Improvements” means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2022-A, of the City in the principal amount of \$9,400,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

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

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

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

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

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

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

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

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

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PASSED by the City Commission on August 15, 2022, and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

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RESOLUTION NO. 6922

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2022-A, OF THE CITY OF WINFIELD, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 4187 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$9,400,000* to pay a portion of the costs of the Improvements and retire the Refunded Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINFIELD, 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. 10-620 *et seq.*, and K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 39, 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 \$1,000 or any integral multiples thereof.

[**“BAM”** means Build America Mutual Assurance Company, a New York domiciled mutual insurance corporation, or any successor thereto.]

“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][BAM] with respect to the Bonds.]

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

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

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

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

“Bonds” or **“Bond”** means the General Obligation Bonds, Series 2022-A, 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 Winfield, 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.

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

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

advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Bonds, Series 2022-A created pursuant to **Section 501** hereof.

“Dated Date” means September 8, 2022.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2022-A 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]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Governing Body” means the City Commission of the Issuer.

“Improvement Fund” means the Improvement Fund for General Obligation Bonds, Series 2022-A created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this 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 March 1 and September 1 of each year, commencing March 1, 2023.

“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 E. Ninth Avenue
Winfield, Kansas 67156
Fax: (620) 221-5593

(b) To the Paying Agent at:

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

(c) To the Purchaser:

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

(d) To the Rating Agency(ies):

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

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

[(e) 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

Build America Mutual Assurance Company
1 World Financial Center, 27th Floor
200 Liberty Street
New York, New York 10281
Attn: Surveillance, Re: Policy No. [_____]
Telephone: (212) 235-2500; Fax: (212) 235-1542
Email: notices@buildamerica.com

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

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

[(e) With respect to the Bond Insurer, [AGM: Attn: Managing Director – Surveillance – Re: Policy No. [____]] [BAM: Attn: Surveillance – Re: Policy No. [____]] (with a copy to Attn: General Counsel and marked as “URGENT MATTER ENCLOSED” if the notice refers to an event of default or a claim on the Bond Insurance Policy).]

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

“Ordinance” means Ordinance No. 4187 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

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

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

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

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder[.]; 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 principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of \$[_____]].

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

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

“Rebate Fund” means the Rebate Fund for General Obligation Bonds, Series 2022-A created pursuant to *Section 501* hereof.

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

“Redemption Date” 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 Notes” means the Series 2021-1 Notes maturing December 1, 2022, in the aggregate principal amount of \$1,900,000.

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

“Refunded Notes Redemption Date” means September 9, 2022.

“Refunded Notes Redemption Fund” means the Redemption Fund for Refunded Notes created pursuant to *Section 501* hereof.

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

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

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

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

“Series 2021-1 Notes” means the Issuer's General Obligation Temporary Notes, Series 2021-1, dated August 26, 2021.

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

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

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

[**“Term Bonds”** means the Bonds scheduled to mature in the year 2042.]

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

[**“2042 Term Bonds”** means the Bonds scheduled to mature in the year 2042.]

[**“Term Bonds”** means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2042 Term Bonds.]

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$9,400,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

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

[SERIAL BONDS]

Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>	Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2023	\$[340,000	_____ %	2033	\$540,000	_____ %
2024	425,000		2034	560,000	
2025	440,000		2035	575,000	
2026	445,000		2036	590,000	
2027	465,000		2037	610,000	
2028	470,000		2038	360,000	
2029	480,000		2039	375,000	
2030	495,000		2040	385,000	
2031	510,000		2041	400,000	
2032	520,000		2042	415,000]	

[TERM BONDS]

Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2042	\$ _____	_____ %]

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, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the 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, electronic 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, electronic 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 August 5, 2022, is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

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

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

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

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on September 1 in the years 2031, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2030, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

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

**Principal
Amount**
\$

Year

*

*Final Maturity

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

**Principal
Amount**
\$

Year

[]*

*Final Maturity]

[(c) *2042 Term Bonds.*] The 2042 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 September 1 in each year, the following principal amounts of such 2042 Term Bonds:

**Principal
Amount**
\$

Year

2042*

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

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

- (a) Improvement Fund for General Obligation Bonds, Series 2022-A.
- (b) Refunded Notes Redemption Fund.
- (c) Debt Service Account for General Obligation Bonds, Series 2022-A (within the Bond and Interest Fund).
- (d) Rebate Fund for General Obligation Bonds, Series 2022-A.
- (e) Costs of Issuance Account for General Obligation Bonds, Series 2022-A.
- (f) Compliance Account.

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

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

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

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

(c) An amount necessary to pay the costs of retiring the Refunded Notes shall be deposited into the Refunded Notes Redemption Fund.

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

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer] and approved by the Governing Body; (b) paying interest on the Bonds during construction of the Improvements; (c) paying Costs of Issuance; (d) retiring the Refunded Notes, if necessary; and (e) transferring any amounts to the Rebate Fund required by this *Article V*.

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Consulting Engineer stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

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

Section 505. Application of Moneys in the Refunded Notes Redemption Fund. Moneys in the Refunded Notes Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date.

Section 506. 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 507. Application of Moneys in the Rebate Fund.

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

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

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

Section 508. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located]. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

Section 509. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Compliance Account or Debt Service Account.

Section 510. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

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

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 Director of Finance 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]

[AGM]

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.]*

[BAM]

Section 907. 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) In the event that principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered 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 registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.

(b) In the event that on the second (2nd) business day prior to the payment date on the Bonds, the Paying Agent has not received sufficient moneys to pay all principal of and interest on the Bonds due on the second (2nd) following business day, the Paying Agent shall immediately notify the Bond Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency.

(c) If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify the Bond Insurer or its designee.

(d) In addition, if the Paying Agent has notice that any Bondholder has been required to disgorge payments of principal of or interest on the Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Bondholder within the meaning of any applicable bankruptcy law, then the Paying Agent shall notify the Bond Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Bond Insurer.

(e) The Paying Agent shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Bonds as follows:

(1) If there is a deficiency in amounts required to pay interest and/or principal on the Bonds, the Paying Agent or Trustee shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holders of the Bonds in any legal proceeding related to the payment of and an assignment to the Bond Insurer of the claims for interest on the Bonds, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment from the Bond Insurer with respect to the claims for interest so assigned, and (iii) disburse the same to such respective holders; and

(2) If there is a deficiency in amounts required to pay principal of the Bonds, the Paying Agent shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holder of the Bonds in any legal proceeding related to the payment of such principal and an assignment to the Bond Insurer of the Bond surrendered to the Bond Insurer (but such assignment shall be delivered only if payment

from the Bond Insurer is received), (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from the Bond Insurer, and (iii) disburse the same to such holders.

(f) Payments with respect to claims for interest on and principal of Bonds disbursed by the Paying Agent from proceeds of the Bond Insurance Policy shall not be considered to discharge the obligation of the Issuer with respect to such Bonds, and the Bond Insurer shall become the owner of such unpaid Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraph (e) or otherwise.

(g) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent shall agree for the benefit of the Bond Insurer that:

(1) They recognize that to the extent the Bond Insurer makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent), on account of principal of or interest on the Bonds, the Bond Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the transaction documents and the Bonds; and

(2) They will accordingly pay to the Bond Insurer the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Bonds, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Bonds to holders, and will otherwise treat the Bond Insurer as the owner of such rights to the amount of such principal and interest.

Section 908. 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) Copies of any filings or notices required to be given by the Issuer pursuant to the Disclosure Undertaking;

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

(5) 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) 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.

Section 909. 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. 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. 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 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 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 ordinance or 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 of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of [the 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 more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, 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. [AGM: Copies of any amendments shall be provided to each Rating Agency at least 10 days prior to the effective date thereof.][ASSURED/BAM: Copies of any amendments which are consented to by the Bond Insurer shall be provided to Standard & Poor's.]

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 or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, [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 ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by [the 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 transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1106. Further Authority. The officers and officials of the Issuer, including the Mayor, Clerk and Director of Finance, 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.

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ADOPTED by the City Commission on August 15, 2022.

(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 August 15, 2022, as the same appears of record in my office.

DATED: August 15, 2022.

Clerk

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LEGAL FORUM

2022 Changes to the Standard Traffic Ordinance and Uniform Public Offense Code

By Nicole Proulx Aiken, Deputy General Counsel, League of Kansas Municipalities

The Legislature made several changes to statutes affecting the STO and UPOC this session. This article provides a list of those changes.

Changes to the STO

Section 1 Definitions.

The following definitions were amended: All-Terrain Vehicle (SB 101), Electric-Assisted Bicycle (SB 101), Electric-Assisted Scooter (SB 101), Motor Vehicle (SB 101), Motorcycle (SB 101), and Motorized Bicycle (SB 101).

Section 10.1. Funeral Processions and Sec. 119. Parades and Processions.

The Legislature did not make changes to any statutes affecting funeral processions or parades. The League, however, added chief “of police or designee” to these sections to provide more flexibility for reviewing them.

Section 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties.

HB 2377, Section 4, amends the penalties for driving under the influence; allows courts to waive any portion of a fine, except for the \$250 required to be remitted to the state treasurer, if the individual completes a court-ordered education or treatment; clarifies that amending or dismissing a charge is permitted if there is not sufficient admissible evidence to support a conviction beyond a reasonable doubt; and modifies the definition for “imprisonment.”

Section 30.1. Driving Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties.

HB 2377, Section 9, amends the penalties for driving a commercial motor vehicle under the influence; allows courts to waive any portion of a fine, except for the \$250 required to be remitted to the state treasurer, if the individual completes a court-ordered education or treatment; clarifies that amending or dismissing a charge is permitted if there is not sufficient admissible evidence to support a conviction beyond a reasonable doubt; and modifies the definition for “imprisonment.”

Section 30.5. Commercial Driver’s Licenses; Diversion Agreements Not Allowed.

HB 2377, Section 10, prohibits prosecuting attorneys from masking, deferring imposition of judgment, or giving an individual a diversion “that would prevent a commercial learner’s permit or commercial driver’s license holder’s conviction from appearing on the CDLIS driver record of a local traffic law that occurred in any type of motor vehicle.” This prohibition does not apply to parking, vehicle weight, or other vehicle defect violations.

Section 126.1.1. Display of License Plate.

Subsection (e) requiring law enforcement officers to issue a warning for certain violations expired on January 1, 2022, and has been deleted.

Section 135. Electric-Assisted Bicycles, Traffic Law Application.

SB 101, Section 9, amends the state statute on electric-assisted bicycles. The amendments clarify electric-assisted bicycles are allowed on streets, highways, etc. The bill provides that individuals do not need a driver’s license or vehicle liability insurance to ride an electric-assisted bicycle. The bill also exempts electric-assisted bicycles from the motor vehicle definition. The League amended the STO to mirror state law but, under K.S.A. 8-1592b(f)(2), a city may adopt an ordinance further restricting and governing the operation of electric-assisted bicycles on streets, highways, roadways, sidewalks, sidewalk areas, bicycle or multi-use paths, or trail or trail networks.



Changes to the UPOC

Section 1.1. Definitions.

The League deleted the definitions for advance voting site, because it is in Sec. 7.14, and maliciously, because that term is not used in the UPOC. The definitions for controlled substance and law enforcement officer were also updated to mirror state law. Other definitions that were amended include: Dwelling (HB 2508), Motor Vehicle (SB 101), Possession (HB 2508), Public Employee (HB 2508), Vehicle Dealer (SB 101), Wildlife (SB 101), and Written Instrument (HB 2508).

Section 3.2.1. Sexual Battery.

The League updated the editor’s note in light of *City of Shawnee v. Adem*, 214 Kan 12 (2021). There, the Kansas Supreme Court held the Kansas Offender Registration Act applies to any person convicted of sexual battery under Sec. 3.2.1. of the UPOC.

Section 6.1. Theft.

SB 483, Section 1, amends the theft statute to address the theft of remote service units. The League also amended the editor’s note to include changes made by SB 408 and HB 2492.

Section 6.5. Criminal Deprivation of Property.

The League added the motor vehicle definition to this section to match state law.

Section 6.18. Motor Vehicle Dealers; Selling Motor Vehicles Without a License.

SB 101, Section 10, amends the definitions of vehicle and motor vehicle, exempting electric-assisted bicycles from those definitions.

Section 7.5. Distribution of Unattributed Applications for Advance Voting Ballots.

The League deleted this provision from the UPOC in light of *VoteAmerica v. Schwab*, 2021 WL 5918918 (O. Kan. 2021).

Section 7.14. Electioneering.

HB 2138, Section 7, clarifies that the electioneering offense does not apply to certain individuals, such as certain county election office employees while they are performing their duties as employees.

Section 7.15. Intimidation of a Witness or Victim.

The League added the definition civil injury or loss to match state law.

Section 9.9.5. Unlawful Possession of a Simulated Substance.

The League added the definition of simulated controlled substance to this section.

Section 10.30. Operating an Aircraft Under the Influence, Section 10.30.1 Same; Preliminary Breath Test, and Section 10.30.2. Same; Definitions.

HB 2377, Sections 1-4 added a new offense for operating an aircraft under the influence. The League added this offense to Sections 10.30–10.30.2.

Section 11.8. Gambling.

SB 84, Section 20, excludes sports wagering from the definition of bet.

In addition, to the changes described above, the League updated several citations to state law. 📄

📄 **Nicole Proulx Aiken** is the Deputy General Counsel for the League of Kansas Municipalities. She can be reached at nproulxaiken@lkm.org.

NOW AVAILABLE

STO/UPOC
Standard Traffic Ordinance Uniform Public Offense Code

Go to the league website
SERVICES → PUBLICATIONS → SEARCH STO OR UPOC
to find the most up-to-date standard traffic ordinance
and uniform public offense code.

(First published in the Cowley Courier Traveler on Saturday, August 20, 2022)

BILL NO. 2284

ORDINANCE NO. 4188

AN ORDINANCE

AMENDING Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, relating to The Standard Traffic Ordinance and General Provisions, by the amendment of Sections 74-81 and 74-82.

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

Section 1. Section 74-81 of Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, is hereby amended by the repeal of Section 74-81 and by adoption of a new Section 74-81, which new Section shall read as follows:

Section 74-81. Incorporated by reference.

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Winfield that certain standard traffic ordinance known as the “Standard Traffic Ordinance for Kansas Cities”, Edition 2022, prepared and published in spiral form by the League of Kansas Municipalities, 300 S.W. Eighth Street, Topeka, Kansas 66603, save and except such articles, sections, parts or portion as are hereafter omitted, deleted, modified or changed. One copy of the Standard Traffic Ordinance shall be marked or stamped “Official Copy as Incorporated by Ordinance No. 4188 of the City of Winfield, Kansas”, with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of the incorporating ordinance and which shall be filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of this code shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

Section 2. Section 74-82 of Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, is hereby amended by the repeal of Section 74-82 and by the adoption of a new Section 74-82, which shall read as follows:

Section 74-82. Deletions and additions.

The said Standard Traffic Ordinance is amended for use in the city as follows:

(a) Section 33, subsection (a) relating to and headed “Maximum Speed Limits” of said Standard Traffic Ordinance is hereby declared to be and is omitted, and in lieu thereof, a new subsection (a) of said Section 33 is substituted therefor, which shall read as follows:

“Except when a special hazard exists that requires lower speed for compliance with Section 32 of said Standard Traffic Ordinance, or Chapter 74, Article III, Section 74-82 of the Code of Ordinances of the City of Winfield, Kansas, the limits specified in this Section are established as hereinafter authorized shall be maximum, lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits:

- (1) Fifteen (15) m.p.h. in any park except Tunnel Mill;
- (2) Twenty (20) m.p.h. in any business district except the following locations:
 - (a) Main Street from Fifth Avenue to Seventh Avenue;
 - (b) Main Street from Eleventh Avenue to Twelfth Avenue;
 - (c) Ninth Avenue from Menor Street to Millington Street;
 - (d) Ninth Avenue from Loomis Street to Fuller Street.

Twenty (20) m.p.h. in the following locations:

- (a) Cherry Street from the Missouri Pacific Railroad tracks to Fourteenth Avenue;
 - (b) Fifteenth Avenue from John Street to Cherry Street;
 - (c) Fifteenth Avenue from Ritchie Street to Mound Street;
 - (d) John Street from Howland Street to Fifteenth Avenue;
 - (e) Manning Street from Seventeenth Avenue to Sixteenth Avenue;
 - (f) Ritchie Street from Fifteenth Avenue to Fourteenth Avenue;
 - (g) Sixteenth Avenue from Manning Street to Main Street;
 - (h) Seventeenth Avenue from Manning Street to Main Street;
 - (i) Tunnel Mill Dam Road throughout the park area;
 - (j) Warren Avenue from Houston Street to Stevens Street;
 - (k) In a school zone governed by a flashing yellow 20-miles-per-hour speed limit indicator when it is operating or in any marked school zone during the hours of 7:30 a.m. to 8:30 a.m., (10:45 a.m. to 12:30 p.m. on Eighth Avenue only) and 3:00 p.m. to 4:00 p.m. (2:45 p.m. to 4:00 p.m. on Eighth Avenue only) when school is in session;
 - (l) At the City Lake;
 - (m) In a hospital zone on Fifth Avenue from 52 feet west of Cherry Street to 97 feet east of Park Street.
- (3) Thirty (30) m.p.h. in the following locations:
 - (a) Any residence district;*
 - (b) College Street from Ninth Avenue to H.N. Banner Road;
 - (c) Fourteenth Avenue from Country Club Road to Main Street;
 - (d) Main Street from Fifteenth Avenue to Eleventh Avenue;
 - (e) Main Street from Seventh Avenue to Fourth Avenue;
 - (f) Nineteenth Avenue from Main Street to the east city limits;
 - (g) Ninth Avenue from 490 feet west of Mill Street to Manning Street;

- (h) Ninth Avenue from Loomis Street to Alexander Street;
- (i) Viking Boulevard from 150 feet north of Warren Avenue to H.N. Banner Road;
- (j) Wheat Road from K-360 to Ninth Avenue.*
- (k) Twelfth Avenue between Wheat Road and K-360;
- (l) All streets within Winfield Industrial Park, Taylor Industrial Park, Utt Business and Industrial Park and Gottlob Business Park.

*Except when school zone is in effect.

- (4) Thirty-five (35) m.p.h. in the following locations:
 - (a) Main Street from K-360 to Fifteenth Avenue;
 - (b) Main Street from Fourth Avenue to Welfelt Drive;
 - (c) Welfelt Drive from Main Street to the north city limits;
 - (d) Ninth Avenue from Alexander Street to Wheat Road.
- (5) Forty (40) m.p.h. in the following locations:
 - (a) College Street from H.N. Banner Road to 210 feet west of the north entrance to the Winfield Correctional Facility;
 - (b) Ninth Avenue from Wheat Road to Simpson Street.
- (6) Forty-five (45) m.p.h. in the following locations:
 - (a) College Street from 210 feet west of the north entrance to the Winfield Correctional Facility to the north city limits;
 - (b) Country Club Road from the south city limits to Ninth Avenue;
 - (c) Main Street from 575 feet south of the Walnut River bridge to K-360;
 - (d) Ninth Avenue from the west city limits to 490 feet west of Mill Street;
 - (e) Ninth Avenue from Simpson Street to the east city limits;
 - (f) Thirty-third Avenue from the west city limits to U.S. Highway 77.
- (7) Fifty-five (55) m.p.h. on U.S. Highway 77 from the south city limits to 575 feet south of the Walnut River bridge.

The maximum speed limits established by or pursuant to this paragraph shall be of force and effect regardless of whether signs are posted giving notice thereof and notwithstanding any signs giving notice of maximum speed limits in excess thereof, and any sign giving notice of a maximum speed limit in excess of the limits established by or pursuant to this paragraph shall not be of any force or effect.

(b) Section 51 relating to and headed “U Turns, When No Signs; Where Prohibited” of said Standard Traffic Ordinance is hereby declared to be and is deleted, and in lieu thereof, a new Section 51 is substituted therefor, which shall read as follows:

“The driver of any vehicle shall not turn such vehicle so as to proceed in the opposite direction upon any street in a business district, nor upon any other street unless such movement can be made in safety without interfering with other traffic. Further, it is unlawful for the driver of any vehicle to turn such vehicle across the center line of a street located in the business district for the purpose of parking on the opposite side of the street.”

(c) Section 104 of said Standard Traffic Ordinance is hereby deleted.

Section 3. This ordinance shall be in full force and effect from and after its passage and publication in the official City newspaper.

ADOPTED this 15th day of August 2022.

CITY OF WINFIELD, KANSAS

(SEAL)

By _____
Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager

(First published in the Cowley Courier Traveler on Saturday, August 20, 2022)

BILL NO. 2285

ORDINANCE NO. 4189

AN ORDINANCE

AMENDING Chapter 58, of the Code of Ordinances of the City of Winfield, Kansas, relating to the Uniform Public Offense Code, for Kansas Cities, 2022 Edition, by the amendment of Section 58-1.

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

Section 1. Section 58-1 of Chapter 58 of the Code of Ordinances of the City of Winfield, Kansas, is hereby amended by the repeal of Section 58-1 and the adoption of a new Section 58-1, which new section shall read as follows:

Section 58-1. Incorporated by reference.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City that certain code known as the Uniform Public Offense Code for Kansas Cities, 2022 Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such Articles, Sections, parts or portions as are omitted, deleted, modified or changed. Not less than three copies of the Uniform Public Offense Code shall be marked or stamped "Official Copy as Incorporated by Ordinance No. 4189 of the City of Winfield, Kansas", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of the incorporating ordinance and which shall be filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours. The police department, municipal judge and all administrative departments of the City charged with enforcement of this code shall be supplied, at the cost to the City, such number of official copies of such Uniform Public Offense Code similarly marked may be deemed expedient.

Section 2. This ordinance shall be in full force and effect from and after its passage and publication in the official city newspaper.

ADOPTED this 15th day of August 2022.

By _____
Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager



Request for Commission Action

Date: August 1, 2022

Requestor: Josh Wallace, Environmental Inspector

Action Requested: Seeking consideration for the approval of Nuisance Resolutions determining the existence of a nuisance at:

1203 E 9th: pallets stacked in the side yard.

211 Michigan: rugs, clothing, debris and other materials in the front yard and porch.

418 Bliss: limbs, lumber and debris in the back yard.

420 McCabe: furniture, tires, appliances, trash bags and garbage in the back and side yard.

906 E 15th: furniture, tires, rocks, debris and other materials in the back yard and carport.

1305 Millington: scaffolding materials, lumber, furniture and other construction material in the back and side yard.

1508 Mansfield: furniture, appliances, limbs, tires and debris in the back yard and carport.

Analysis: The owners and tenants of all properties listed were sent notification via certified letter.

Fiscal Impact: Unknown fiscal impact at this time. Once approved, a contractor will be assigned to remove the nuisances and the owners will be billed for the cost of the removal as well as an administrative fee of \$100.

Attachments:

Nuisance Resolution - 1203 E 9th - 2 Photos

Nuisance Resolution - 211 Michigan- 2 Photos

Nuisance Resolution - 418 Bliss - 2 Photos

Nuisance Resolution - 420 McCabe - 2 Photos

Nuisance Resolution - 906 E 15th - 2 Photos

Nuisance Resolution - 1305 Millington - 2 Photos

Nuisance Resolution – 1508 Mansfield - 2 Photos

Request for Commission Action

1203 E 9th #1-2



Request for Commission Action



Aug 8, 2022 7:57:12 AM
208 Michigan Street
Winfield
Cowley County
Kansas



Aug 8, 2022 7:57:17 AM
208 Michigan Street
Winfield
Cowley County
Kansas

Request for Commission Action



Request for Commission Action



Request for Commission Action



Request for Commission Action



Request for Commission Action

1508 Mansfield#1-2



Aug 8, 2022 8:10:14 AM
1508 Mansfield Street
Winfield
Cowley County
Kansas



Aug 8, 2022 8:10:20 AM
1508 Mansfield Street
Winfield
Cowley County
Kansas

A RESOLUTION

DETERMINING the existence of certain nuisances at **1203 E 9th** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 15th day of November 2021 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: RETHMEIER, SEAN D & RETHMEIER, BRETT
257 N Broadway
Wichita Ks 67202

Occupant: BUCK, MARK A
Property Address: 1203 E 9th

Legal Description: THOMPSON'S 2ND ADD, BLOCK 349, LTS 3-6 & N1/2 VAC
ALLEY ADJ

Nature of Nuisance: A nuisance consisting of a large accumulation of pallets in side yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 15th day of August 2022.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager / jw

A RESOLUTION

DETERMINING the existence of certain nuisances at **211 Michigan** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 11th day of April 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: KNIGHT, STEVEN & KNIGHT, TAMARA
211 MICHIGAN
Winfield, KS 67156

Occupant: KNIGHT, STEVEN W
Property Address: 211 Michigan

Legal Description: HIGHLAND PARK , BLOCK 21 , Lot 3

Nature of Nuisance: A nuisance consisting of a large accumulation of rugs, clothing, debris and other materials in front yard and porch creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 15th day of August 2022.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager / jw

A RESOLUTION

DETERMINING the existence of certain nuisances at **418 Bliss** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 29th day of April 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: STOUT,GREGORY L
418 Bliss
Winfield, KS 67156

Occupant: STOUT, GREGORY L
Property Address: 418 Bliss

Legal Description: S21, T32, R04, PT SE1/4 BEG E1600.3 & N271.5 FROM SW COR,E159.3,S120,W25,S6 0,W31,S80,W7.3,N118,W6,N60,W90, N82 TO POB

Nature of Nuisance: A nuisance consisting of a large accumulation of limbs, lumber, and debris in back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 15th day of August 2022.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager / jw

A RESOLUTION

DETERMINING the existence of certain nuisances at **420 McCabe** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 5th day of April 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner:	WINFIELD RENTAL SOLUTIONS, LLC PO BOX 319 Winfield, KS 67156
Occupant:	REEVES, IAN PHILLIP
Property Address:	420 McCabe
Legal Description:	COLLEGE HILL ADD, BLOCK 12, Lot 7
Nature of Nuisance:	A nuisance consisting of a large accumulation of furniture, tires, appliances, trash bags and garbage in side and back yards creating an unsightly appearance and/or harborage for vermin.
Disposition of Items:	Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 15th day of August 2022.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager / jw

A RESOLUTION

DETERMINING the existence of certain nuisances at **906 E 15th** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 5th day of April 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: EMMONS,CYNTHIA M
906 E 15th
Winfield, KS 67156

Occupant: EMMONS, IRA AND CYNTHIA
Property Address: 906 E 15th

Legal Description: PARSONAGE ADD , Lot 13

Nature of Nuisance: A nuisance consisting of a large accumulation of furniture, tires, rocks, lumber, and other materials in back yard and carport creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 15th day of August 2022.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager / jw

A RESOLUTION

DETERMINING the existence of certain nuisances at **1305 Millington** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 12th day of August 2021 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: BELL,BRYAN M
1305 Millington
Winfield, KS 67156

Occupant: BELL, BRYAN M
Property Address: 1305 Millington

Legal Description: MENOR'S ADD , BLOCK 133 , LT 18 & N40 LT 17 & PT SE1/4
B EG S440 FROM SE COR BLK 131,W9 2,S90,E92,N TO POB

Nature of Nuisance: A nuisance consisting of a large accumulation of scaffolding, lumber, furniture, lumber and other construction material in back and side yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 15th day of August 2022.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager / jw

A RESOLUTION

DETERMINING the existence of certain nuisances at **1508 Mansfield** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 19th day of October 2021 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: SMS LLC
5 Berwick Ct
Winfield, KS 67156

Occupant: KYESHA, WALKER R
Property Address: 1508 Mansfield

Legal Description: ROBINSONS ADD, BLOCK 75, Lot 6

Nature of Nuisance: A nuisance consisting of a large accumulation of furniture, appliances, limbs, tires and debris in back yard and carport creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 15th day of August 2022.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager / jw

A RESOLUTION

AUTHORIZING an Outdoor Community Event and Temporary Entertainment District Application (Young Professionals of Cowley County)

WHEREAS, Young Professionals of Cowley County has made application for an Outdoor Community Event and Temporary Entertainment District; and

WHEREAS, Young Professionals of Cowley County requests the sale, possession, and consumption of alcoholic liquor on city streets, alleys, parking lots, and public sidewalks during a special event from 4:00 pm to 9:00 pm, on September 13, 2022, on Main Street between 7th Ave. and 11th Ave, 9th Ave. between Manning St. and Millington St. and the north half of Millington Street between 9th and 10th Avenues.

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

Section 1. Within Section 6-120 of Article IV of Section 6 of the Code of the City of Winfield, Kansas, "Temporary Entertainment District" means a defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a community event which has been properly permitted under Chapter 8 of this Code.

Section 2. A Special Event is defined by K.S.A. 41.719(a)(2). Alcoholic liquor may be consumed at a special event held on public streets, alleys, roads, sidewalks or highways when a temporary permit has been issued pursuant to K.S.A. 41-2645 for such special event. Such special event must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such special event is being held. No alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads or highways at any such special event.

Section 3. Young Professionals of Cowley County has contracted with Wheat State Wine Co LLC, 23622 Springhill Farm Dr., Winfield KS, a Caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division and the City of Winfield. A "caterer" means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related thereto, on unlicensed premises which may be open to the public but does not include a holder of a temporary permit. [Subsection (c) of K.S.A. 41-2601]. Kansas Department of Revenue, Alcoholic Beverage Control Division granted Wheat State Wine Co LLC liquor license #30008070100, attached and made a part hereof, effective 09/28/2021 and expiring 09/27/2023. Wheat State Wine Co LLC will notify the Alcoholic Beverage Control Division Director by electronic notification of its intent to sell and serve alcoholic liquor by individual drink at least 48 hours prior to the event. A separate Temporary Alcohol Permit is not required of Young Professionals of Cowley County or Wheat State Wine Co LLC.

Section 4. The Governing Body of the City of Winfield Kansas hereby authorizes the Outdoor Community Event and Temporary Entertainment District Application in accordance with the rules and procedures set forth by Article IV of Section 6 of the Code of the City of Winfield, Kansas, regarding the sale, possession or consumption of alcoholic liquor as presented by the Young Professionals of Cowley County for a special event from 4:00 pm to 9:00 pm, on September 13, 2022, on Main Street between 7th Ave. and 11th Ave, 9th Ave. between Manning St. and Millington St. and the north half of Millington Street between 9th and 10th Avenues, Winfield Kansas as identified in the Outdoor Community Event and Temporary Entertainment District Application; a copy of which is attached hereto and made a part hereof.

Section 5. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 15th day of August 2022.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager



Outdoor Community Event and Temporary Entertainment District Application

Applications and any applicable fees must be submitted to:
Winfield City Office | 200 E. 9th Avenue | Winfield, KS 67156
620-221-5520 or (Fax) 620-221-5593 or events@winfieldks.org

Complete Outdoor Community Event Applications must be submitted **at least 30 days** prior to the proposed date of the event

The City of Winfield defines an Outdoor Community Event as follows:

- Outdoor event on public property organized for a particular and limited purpose and time. Such events shall include, but not be limited to fun runs, roadway foot races, fundraising walks, bikeathons, motor vehicle events, bike races, carnivals, festivals, cookouts, block parties, community celebrations, shows, exhibitions, circuses, fairs and temporary entertainment districts. Such term shall also include parades when held in conjunction with a community event as defined by this section, which event is sponsored or conducted by the same applicant. Such term shall not include events occurring solely on sidewalks or public rights of way immediately adjacent to public streets that do not require the closing of the sidewalk or public way.

The City of Winfield defines a Temporary Entertainment District as follows:

- A defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a Community Event which has been properly permitted.

General Information:

It is the purpose of this application to establish a process for permitting community events to use City streets, sidewalks, parks and alleys. It is unlawful for any person to conduct a community event without a community event permit. Any information required by the application must be complete upon submittal. Incomplete applications may be denied. The City of Winfield may refuse any application received less than 30 days before the event or lacking requested information. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- The Winfield Police Department, the Winfield Fire Department and authorized representatives of such departments shall be responsible for the enforcement of all provisions of this application.
- No fee shall be charged for the application or permit for a Community Event itself.
- The issuance of a Community Event permit shall not negate the responsibility of the permit holder to acquire all other necessary and applicable licenses or permits which may be required for the event or pay any additional fees.
- Street closure request made to the City of Winfield.
- Certificate of General Liability Insurance naming the City of Winfield as additionally insured, *if applicable*.
- Security requirements including hiring of certified law enforcement officers.
- All Food/Beverage/Concessionaire/Amusement vendors list including contact person, contact information, and permits/licenses, as necessary.
- Outdoor Community Events shall cease between the hours of 11:00 p.m. and 8:00 a.m., Sunday through Thursday and midnight to 8:00 a.m. on Friday and Saturday.
- A detailed Security Plan will be required and approved by Winfield Chief of Police. Extraordinary Police/Fire services will be billed directly to the permit holder and will be the permit holder's responsibility.



Outdoor Community Event and Temporary Entertainment District Application

APPLICANT INFORMATION

Organization:

Contact Name:

Email:

Telephone:

Address:

City/State/Zip:

EVENT INFORMATION

Event Title:

Event Date:

Event Type:

Event Time (setup & teardown):

Public Property Needed:

Street Closure Requested? **Yes** ☐ or No ☐

If yes, provide map of event identifying any and all street closures and placement of barricades; with type of barricades to be used

Has written approval been received by appropriate authorities (KDOT) for closure of any State Highway (Main Street or 9th Avenue)? Yes ☐ or No ☐ *if yes, attach copy*

Date(s)/Time of Street Closures *(or attached information)*:

Site Plan Required: The plan defines the placement of fencing, tables, water supply, toilet/lavatory facilities, lighting, stages, temporary power needs, parking plans, sound plan, traffic control, temporary seating, tents or canopies, amusement or inflatable rides, barricade type/location, enter/exit locations, trash, signage, all streets being closed, etc. Parade or motor events require a map or diagram of the route to be traveled w/ starting and ending points identified; use of all or a portion of the street; approximate number, type, and description of persons, animals, and vehicles, as well as information above.

Emergency Services Requested: Police ☐ Fire ☐ EMS ☐

If you would like to speak with a department representative regarding having a member/s of one of the above-mentioned Emergency Service Departments, please contact the member mentioned below. Please note, that if the request is accepted, there are potential fees that may be assessed to your event for this coverage.

Winfield Police Department: Captain Chad Gordon (620) 221-5540

Winfield Fire/EMS Department: Fire Chief Vincent Warren (620) 221-5560

Will admission be charged? Yes ☐ or No ☐

Is this event a fundraiser? Yes ☐ or No ☐

Estimated Attendance: *(maximum)*:

Number of participants in previous years:

Please provide fliers, brochures, or website/Facebook posts describing the event.



Outdoor Community Event and Temporary Entertainment District Application

GENERAL LIABILITY INSURANCE INFORMATION

Comprehensive liability insurance (CGL) is a broad policy that protects the organization from liability claims related to products coverage, completed operations coverage, premise and operations coverage, and independent contractors' coverage; also called commercial general liability insurance. Proof of insurance may need be submitted to the City prior to approval of this application if any of the following activities are a part of the event; including but not limited to paid admissions, spectators, fairs & festivals, fireworks, concerts, carnivals, exhibitions, fundraisers, rides & attractions, racing events, religious ceremonies, running events, sporting events, animals, airsoft or paintball gun usage, construction exposures, inflatables (bounce houses), trampolines, water rides or water slides, bb/pellet guns, re-enactment weapons, archery, bonfires or open pit fires, food trucks/vendors, cereal malt beverage/liquor liability.

If required, the Applicant will procure and maintain during the term of the event a policy of insurance which provides general liability coverage in an amount not less than \$ 1,000,000 General Aggregate, \$ 1,000,000 Products Aggregate, \$ 500,000, Each Occurrence, \$ 500,000 Personal/Adv Injury, \$ 100,000 Fire Damage. with the City of Winfield KS, its officers and agents, named additional insured's.

Has a prior insurance provider canceled or refused to renew your policy? Yes ☐ or No ☐

ALCOHOLIC LIQUOR OR CMB INFORMATION

Will Alcoholic Liquor or CMB be sold and/or served? Yes ☐ or No ☐ If yes, complete the following

If Yes, is there a Liquor Liability Policy In-Force? Yes ☐ or No ☐

Is the Applicant Named as an Additional Insured? Yes ☐ or No ☐

On-Site Supervisor Name:

Email:

Telephone:

Address:

City/State/Zip:

Possession, sale and/or consumption of Alcoholic Liquor or CMB: A Catered Licensed Event, Temporary license or a Temporary Permit MUST be approved by the Kansas Division of Alcoholic Beverage Control (ABC) and the Winfield City Commission. Regular City Commission meetings are held the 1st and 3rd Mondays of each month.

FOOD INFORMATION

Will food be sold and/or served? Yes ☐ or No ☐ If yes, complete the following

Who is Providing the Food and/or Drink?

If Other than the Applicant, is a Certificate of Insurance Provided? Yes ☐ or No ☐

If Other than the Applicant, is Applicant Named as Additional Insured? Yes ☐ or No ☐

On-Site Supervisor Name:

Email:

Telephone:

Address:

City/State/Zip:



Outdoor Community Event and Temporary Entertainment District Application

I, _____, the above named applicant, have read the contents of this application and that all information and answers herein contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Winfield. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Winfield and I have consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.

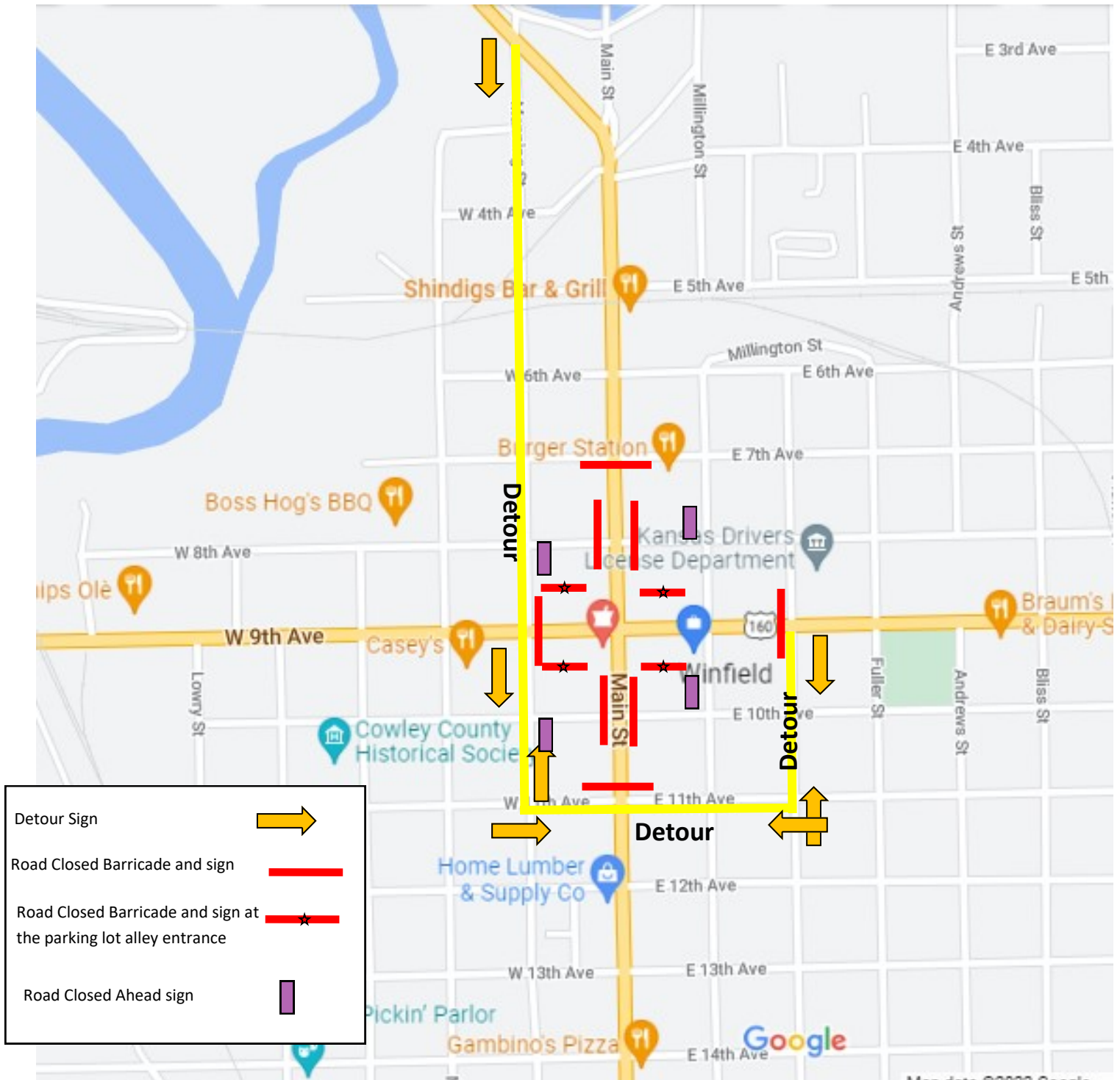
Signature of Event Applicant Date

APPLICATION APPROVAL

Winfield City Manager Date

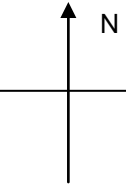
Winfield Main Street Downtown Music Crawl

September 13, 2022, 4—9 pm



Please include at least one trash can by every barricade.

We would like to request benches throughout the area, particularly outside of the businesses who will host musicians during the music crawl. The list of those businesses will be confirmed by Friday, August 26.



Site Map for 2022 Winfield Main Street Hamburger Feed

Winfield Area
Chamber of
Commerce
Building

SERVING LINE

Millington Street

SERVING LINE

We are requesting the use of 20 picnic tables, 6 benches, and 6 trash cans to be placed in the parking stalls on either side of Millington early in the morning on September 13.

MUSIC

Alley

YP Beer Garden—September 14, 2021

Main Street

822 Main

Beer and Wine
Sales Tent

9th Avenue

RCB Bank



7093 US 160 Hwy
Winfield, KS 67156

Julie L. Lorenz, Interim Secretary
Brent Terstriep, P.E., District Engineer
Andrew J Wilson, P.E., Area Engineer

Phone: 620-221-3370
Fax: 620-221-1633
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

Thursday July 28, 2022

Winfield Area Chamber of Commerce:
Attn: Sarah Werner,

Mrs. Werner,

You may use this letter as your authority to temporarily close US Highway 77 from 11th street to 7th street and US Highway 160 from Millington to Manning. On Tuesday September 13th from 4:00 PM – 9:00 PM for the Winfield Main Street Music Crawl.

The traffic control, including route closing and detour signs are the responsibility of the City and Police Department.

If there are any questions, please feel free to contact me.

Best Regards,

A.J. Wilson, PE
Area 3 Engineer

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

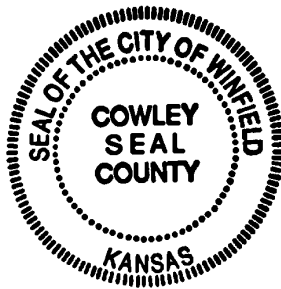
CITY OF WINFIELD, KANSAS CATERING LICENSE

License is hereby granted for the applicant named below to operate a Catering Business in the City of Winfield, County of Cowley, Kansas. This license is neither transferable nor assignable, nor will any refund of the fee be allowed thereon, and is valid from 12:01 a.m. February 06, 2020 until 12:00 midnight February 05, 2022, unless surrendered or revoked.

Wheat State Wine Co LLC
Chris Tyler
23622 Springhill Farm Dr
Winfield, Kansas 67156

Witness my hand and the Corporate Seal of said City this 29th day of June, 2020.

(Seal)



Brenda Peters
Brenda Peters, City Clerk

Kansas Alcoholic Beverage Control Division
Liquor License
Farm Winery

OWNER NAME: **Wheat State Wine Co LLC**
DBA: **Wheat State Wine Co**
ADDRESS: **23622 Springhill Farm Drive**
Winfield, KS 67156-7848

LICENSE NO: 30008070100

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:

Allows the licensee to manufacture domestic wine; serve free samples and make retail sales of their wine on the licensed premise; sell and serve their manufactured wine for consumption on the licensed premises; wholesale to licensed wine distributors, clubs, drinking establishments, caterers, temporary permit holders and non-beverage permit holders; serve free samples and sell their manufactured wine in the original container off the licensed premises at special events monitored by the ABC; and other activities as authorized by K.S.A. 41-308a(a).

AGREEMENT:

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

Debbi Beavers

Debbi Beavers
Director, Alcoholic Beverage Control

Mark A. Burghart

Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 09/28/2021

EXPIRES: 09/27/2023

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc.licensing@ks.gov if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.org/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the form at <https://www.ksrevenue.org/pdf/abc824.pdf>

**City of Winfield Application
for
Temporary Entertainment District
Alcohol or Cereal Malt Beverage Permit**

DETAILED SECURITY PLAN:

Include any company and/or individual providing professional security services AND plan to prevent off-premise consumption and off-premise consumption by minors. **Additional pages may be attached.**

DETAILED SITE MAP:

Attach a complete drawing of the premises for which you are seeking approval. The diagram must include all entrance and exit points; description of the signage, barriers or maps which will designate the area in which cereal malt beverages or alcoholic beverages may be consumed, including the number, size and location of such signs and the exact location(s) of all sale/distribution booths. **Additional pages may be attached.**

EVENT INFORMATION: (you may have up to 3 consecutive days per permit)
Additional pages may be attached.

Event Location (List streets/ROW if to be included in event):

Purpose of this event:

Where alcohol proceeds will be allocated: Will the entry into the event or Temporary Entertainment District be restricted to invited guests or open to the public? ☐ Restricted ☒ Open

Day 1 Date: From Time (AM/PM): To Time (AM/PM):

Day 2 Date: From Time (AM/PM): To Time (AM/PM):

Day 3 Date: From Time (AM/PM): To Time (AM/PM):

PURCHASE INFORMATION:
Alcohol

Kansas Retailer DBA Name	Kansas Retailer License No.	Retailer's Federal Wholesale Liquor Dealer Permit No.
<input type="text" value="DIVALL LIQUOR"/>	<input type="text" value="KSP514201-0008-0019-01"/>	<input type="text"/>

Kansas Farm Winery DBA Name	Kansas Farm Winery License No.
<input type="text"/>	<input type="text"/>

Cereal Malt Beverage

Authorized Kansas Licensed Beer Distributor within Winfield Geographic Area

**City of Winfield Application
for
Temporary Entertainment District
Alcohol or Cereal Malt Beverage Permit**

ZONING CERTIFICATION:

No zoning, variance or temporary use request shall be necessary in the designated Temporary Entertainment District.

SERVING & CONSUMPTION REQUIREMENTS:

- (a) Alcoholic liquor or cereal malt beverages served at a community event or in a Temporary Entertainment District are to be served in distinctively different containers than those in which non-alcoholic drinks are served.
- (b) Alcoholic liquor or cereal malt beverages served at a community event or in a Temporary Entertainment District are not to be sold or served in pitchers, buckets or carafes and no person is to be served or allowed to purchase more than two alcoholic drinks at the same time.
- (c) Alcoholic liquor or cereal malt beverages shall not be served, sold or consumed in glass bottles, glass containers or glass vessels at a community event or in a Temporary Entertainment District.
- (d) If multiple alcoholic liquor or cereal malt beverage vendors or licensees are participating in a community event or Temporary Entertainment District, each vendor or licensee must serve their alcoholic liquor or cereal malt beverage in distinctive containers which identify such vendor or licensee.
- (e) It shall be unlawful for any person, at a community event or in a Temporary Entertainment District, to sell, serve or allow the consumption of alcoholic liquor or cereal malt beverages to or by any individual who is not wearing a wristband or other identifying device to indicate that the individual is the legal age for consumption of alcoholic liquor or cereal malt beverage.
- (f) It shall be unlawful for any person to possess or consume alcoholic liquor or cereal malt beverages at a community event or in a Temporary Entertainment District unless such person is wearing a wristband to indicate that such individual is the legal age for consumption of alcoholic liquor or cereal malt beverage.
- (g) It shall be unlawful for any person to distribute, sell or allow the consumption of any alcoholic liquor on the streets or sidewalks within a Temporary Entertainment District without obtaining the approval of the City Commission and any and all necessary state and local permits for the sale of such alcoholic liquor.
- (h) Persons will be allowed to drink or consume alcoholic liquor or cereal malt beverages in places to which the general public has access only upon the terms and conditions of this Article.

BACKGROUND QUALIFICATIONS: (Applies to yourself and any person in the sponsoring organization)

If the answer to any question is yes, provide explanation on a separate page and attach to your application.

- | | |
|--|--|
| 1. Have you or any person in the sponsoring organization had a license revoked or been convicted of a violation of the club and drinking establishment act or cereal malt beverage laws of Kansas? | <input type="radio"/> Yes
<input checked="" type="radio"/> No |
| 2. Have you or any person in the sponsoring organization been convicted of a felony under the laws of Kansas, or any other state, or the United States? | <input type="radio"/> Yes
<input checked="" type="radio"/> No |
| 3. Have you individually or the organization/corporation been issued a temporary permit within the calendar year? Please list permit dates below. | <input type="radio"/> Yes
<input checked="" type="radio"/> No |

List temporary permits received within this calendar year

APPLIED FOR ONE 09/09/2022-09/11/2022

4. A detailed security plan must be provided at the time of application. Any company and/or individual providing professional security services must be approved by the Winfield Police Department.
-

**City of Winfield Application
for
Temporary Entertainment District
Alcohol or Cereal Malt Beverage Permit**

INSURANCE:

The permit holder must obtain minimum insurance for the event. The permit holder shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company authorized to do business in the State of Kansas, which policy includes the City of Winfield, its officers and agents, as named insureds and which provides general liability coverage in an amount not less than \$500,000.00 per occurrence and a minimum of \$50,000.00 property damage coverage. Proof of insurance shall be submitted to the City prior to the issuance of the permit and maintenance of this insurance shall be a condition of the permit.

AGREEMENT:

The above named applicant or organization, does hereby make application for a Temporary Entertainment District alcoholic liquor or cereal malt beverage permit to sell alcoholic liquor or cereal malt beverage on the specified date(s) and location(s). In making this application, the above named applicant agrees that:

1. The applicant has secured a temporary liquor permit issued by the Kansas Division of Alcoholic Beverage Control.
2. This local temporary permit application must be submitted to the Winfield City Clerk at least thirty (30) days prior to the event.
3. The completed local temporary permit application will be presented to the Winfield City Commission. Only the Winfield City Commission can authorize the temporary sale of alcoholic liquor or cereal malt beverage in Temporary Entertainment Districts.
4. The applicant will comply with applicable local and state laws relating to the sale, possession, consumption and use of alcoholic liquor or cereal malt beverage.
5. The applicant will display in plain view the temporary permit at the event with the name of the agent of the organization who is in charge of the event.
6. Serving, mixing, or consumption of alcoholic liquor is not allowed between the hours of 11:00 p.m. and 8:00 a.m., Sunday through Thursday and midnight to 8:00 a.m. on Friday and Saturday for any period for which a temporary permit has been issued. Alcoholic beverages purchased from the permit holder cannot be removed from the permitted premises.
7. No person under 21 years of age shall obtain, use, consume or be served any alcoholic liquor or cereal malt beverage.
8. Any anticipated need for additional police, fire or other municipal services must be made with the local application.
9. Alcohol Beverage Control or other law enforcement offices will be allowed immediate entry to the event to inspect the premises for compliance of the permit and state and/or local ordinances.

Date of Application 08/03/2022

Permit Holder (Print Name)

NOREEN A PATTON

Social Security Number (SSN)

514-72-3752

Date of Birth

06/07/1960

Permit Holder (Signature)

For City of Winfield Office Use Only

The following items must be completed before a temporary permit can be issued: (Check when completed)

1. State of KS liquor permit is attached ____
2. Approval for issuance has been received from:
Community Development ____
Police Chief ____
Fire Chief ____
3. Permit fee received: Receipt # ____
of days covered for this permit ____
of permits issued this calendar year ____
4. Commission approval-Resolution # ____
5. Copy of permit provided to:
Police Chief ____
Fire Chief ____

STATE OF KANSAS

ALCOHOLIC BEVERAGE CONTROL
 29 SW 9th STREET
 P.O. BOX 3506
 TOPEKA KS 66601-3506



DEPARTMENT OF REVENUE
 PHONE: 785-296-7015
 FAX: 785-296-7185
 www.ksrevenue.org/abc.html

TEMPORARY PERMIT LOCATION AND ZONING

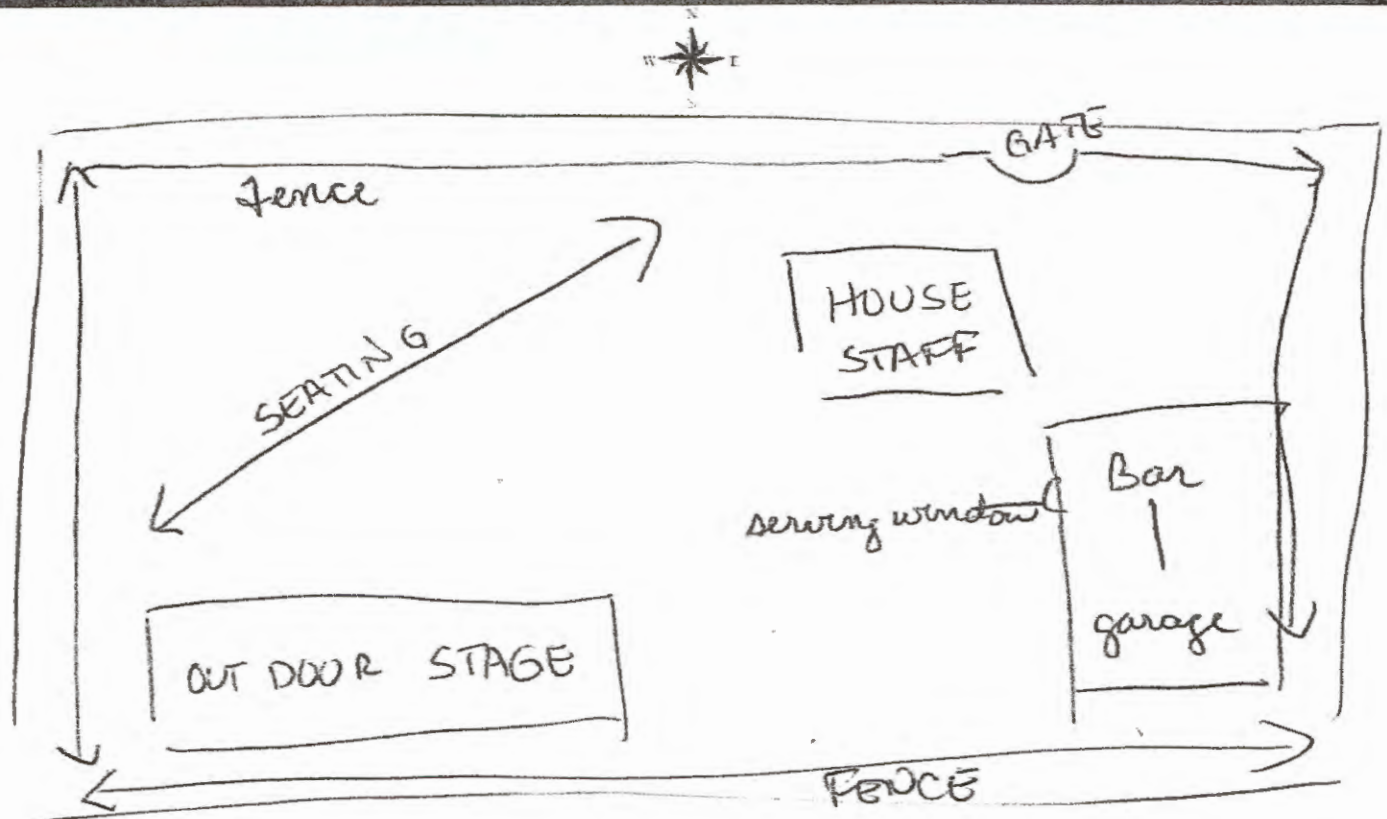
Organization Name or Individual Applicant PATTON'S PICKIN' PARLOR Event Date(s) 09/10-12/2021

Event Type: ☐ Charitable Auction ☒ On-Premise ☐ Porcelain Container
☐ Special Event* - Number of Consecutive days (up to 30): _____

*A special event is held on public streets, alleys, roads, sidewalks or highways and must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such special event is being held.

SECTION 1 – EVENT AREA: Complete this section for On-Premise and Special Events only.

In the space below, in ink, draw the floor plan and any outside areas included in the proposed event area where alcoholic liquor will be sold, served or consumed. If the area is outside, it must show where the three-dimensional barriers will be located to define the event area; and, include nearby streets for reference. Shade in the areas you DO NOT wish to be permitted.



SECTION 2 – CERTIFICATE OF CITY, TOWNSHIP OR COUNTY CLERK: (Completed by the clerk).

I HEREBY CERTIFY THAT THE PREMISES AT 417 W 14TH ST WINFIELD, KS 67156

Location Street Address

City

Zip

CITY LIMITS: ☒ Inside the incorporated city limits ☐ Outside the city limits

ZONING: ☒ within an area that complies with all applicable zoning regulations required by K.S.A. 41-2645(d)

☐ located outside an incorporated city, in a township or county that is not zoned

(Seal)

LOCATION: ☐ government property ☒ private property ☐ public property ☐ CMB licensed premise

I declare under penalties of perjury that to the best of my knowledge and belief that Section 2 is true, correct and complete.

CLERK SIGNATURE Brenda Peters

DATE 8-6-2021 PHONE 620-221-5500

PRINTED NAME Brenda Peters

☒ City Clerk ☐ Township Clerk ☐ County Clerk

**City of Winfield Application
for
Temporary Entertainment District
Alcohol or Cereal Malt Beverage Permit**

DETAILED SECURITY PLAN:

Include any company and/or individual providing professional security services AND plan to prevent off-premise consumption and off-premise consumption by minors. **Additional pages may be attached.**

DETAILED SITE MAP:

Attach a complete drawing of the premises for which you are seeking approval. The diagram must include all entrance and exit points; description of the signage, barriers or maps which will designate the area in which cereal malt beverages or alcoholic beverages may be consumed, including the number, size and location of such signs and the exact location(s) of all sale/distribution booths. **Additional pages may be attached.**

EVENT INFORMATION: (you may have up to 3 consecutive days per permit)
Additional pages may be attached.

Event Location (List streets/ROW if to be included in event): 417 WEST 14TH STREET

Purpose of this event: ENTERTAINMENT

Where alcohol proceeds will be allocated: BUSINESS

Will the entry into the event or Temporary Entertainment District be restricted to invited guests or open to the public?

☐ Restricted
☒ Open

Day 1 Date: 09/09/2022 From Time (AM/PM): 9:00AM To Time (AM/PM): 12:00AM

Day 2 Date: 09/10/2022 From Time (AM/PM): 9:00AM To Time (AM/PM): 12:00AM

Day 3 Date: 09/11/2022 From Time (AM/PM): 9:00AM To Time (AM/PM): 12:00AM

PURCHASE INFORMATION:
Alcohol

Kansas Retailer DBA Name	Kansas Retailer License No.	Retailer's Federal Wholesale Liquor Dealer Permit No.
DIVALL LIQUOR	KSP514201-0008-0019-01	

Kansas Farm Winery DBA Name	Kansas Farm Winery License No.
	

Cereal Malt Beverage

Authorized Kansas Licensed Beer Distributor within Winfield Geographic Area

DIVALL LIQUOR

**City of Winfield Application
for
Temporary Entertainment District
Alcohol or Cereal Malt Beverage Permit**

ZONING CERTIFICATION:

No zoning, variance or temporary use request shall be necessary in the designated Temporary Entertainment District.

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- (b) Alcoholic liquor or cereal malt beverages served at a community event or in a Temporary Entertainment District are not to be sold or served in pitchers, buckets or carafes and no person is to be served or allowed to purchase more than two alcoholic drinks at the same time.
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- (d) If multiple alcoholic liquor or cereal malt beverage vendors or licensees are participating in a community event or Temporary Entertainment District, each vendor or licensee must serve their alcoholic liquor or cereal malt beverage in distinctive containers which identify such vendor or licensee.
- (e) It shall be unlawful for any person, at a community event or in a Temporary Entertainment District, to sell, serve or allow the consumption of alcoholic liquor or cereal malt beverages to or by any individual who is not wearing a wristband or other identifying device to indicate that the individual is the legal age for consumption of alcoholic liquor or cereal malt beverage.
- (f) It shall be unlawful for any person to possess or consume alcoholic liquor or cereal malt beverages at a community event or in a Temporary Entertainment District unless such person is wearing a wristband to indicate that such individual is the legal age for consumption of alcoholic liquor or cereal malt beverage.
- (g) It shall be unlawful for any person to distribute, sell or allow the consumption of any alcoholic liquor on the streets or sidewalks within a Temporary Entertainment District without obtaining the approval of the City Commission and any and all necessary state and local permits for the sale of such alcoholic liquor.
- (h) Persons will be allowed to drink or consume alcoholic liquor or cereal malt beverages in places to which the general public has access only upon the terms and conditions of this Article.

BACKGROUND QUALIFICATIONS: (Applies to yourself and any person in the sponsoring organization)

If the answer to any question is yes, provide explanation on a separate page and attach to your application.

- | | |
|--|--|
| 1. Have you or any person in the sponsoring organization had a license revoked or been convicted of a violation of the club and drinking establishment act or cereal malt beverage laws of Kansas? | <input type="radio"/> Yes
<input checked="" type="radio"/> No |
| 2. Have you or any person in the sponsoring organization been convicted of a felony under the laws of Kansas, or any other state, or the United States? | <input type="radio"/> Yes
<input checked="" type="radio"/> No |
| 3. Have you individually or the organization/corporation been issued a temporary permit within the calendar year? Please list permit dates below. | <input type="radio"/> Yes
<input checked="" type="radio"/> No |

List temporary permits received within this calendar year

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4. A detailed security plan must be provided at the time of application. Any company and/or individual providing professional security services must be approved by the Winfield Police Department.
-

**City of Winfield Application
for
Temporary Entertainment District
Alcohol or Cereal Malt Beverage Permit**

INSURANCE:

The permit holder must obtain minimum insurance for the event. The permit holder shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company authorized to do business in the State of Kansas, which policy includes the City of Winfield, its officers and agents, as named insureds and which provides general liability coverage in an amount not less than \$500,000.00 per occurrence and a minimum of \$50,000.00 property damage coverage. Proof of insurance shall be submitted to the City prior to the issuance of the permit and maintenance of this insurance shall be a condition of the permit.

AGREEMENT:

The above named applicant or organization, does hereby make application for a Temporary Entertainment District alcoholic liquor or cereal malt beverage permit to sell alcoholic liquor or cereal malt beverage on the specified date(s) and location(s). In making this application, the above named applicant agrees that:

1. The applicant has secured a temporary liquor permit issued by the Kansas Division of Alcoholic Beverage Control.
2. This local temporary permit application must be submitted to the Winfield City Clerk at least thirty (30) days prior to the event.
3. The completed local temporary permit application will be presented to the Winfield City Commission. Only the Winfield City Commission can authorize the temporary sale of alcoholic liquor or cereal malt beverage in Temporary Entertainment Districts.
4. The applicant will comply with applicable local and state laws relating to the sale, possession, consumption and use of alcoholic liquor or cereal malt beverage.
5. The applicant will display in plain view the temporary permit at the event with the name of the agent of the organization who is in charge of the event.
6. Serving, mixing, or consumption of alcoholic liquor is not allowed between the hours of 11:00 p.m. and 8:00 a.m., Sunday through Thursday and midnight to 8:00 a.m. on Friday and Saturday for any period for which a temporary permit has been issued. Alcoholic beverages purchased from the permit holder cannot be removed from the permitted premises.
7. No person under 21 years of age shall obtain, use, consume or be served any alcoholic liquor or cereal malt beverage.
8. Any anticipated need for additional police, fire or other municipal services must be made with the local application.
9. Alcohol Beverage Control or other law enforcement offices will be allowed immediate entry to the event to inspect the premises for compliance of the permit and state and/or local ordinances.

Date of Application 08/03/2022

Permit Holder (Print Name)

NOREEN A PATTON

Social Security Number (SSN)

514-72-3752

Date of Birth

06/07/1960

Permit Holder (Signature)

For City of Winfield Office Use Only

The following items must be completed before a temporary permit can be issued: (Check when completed)

1. State of KS liquor permit is attached ____
2. Approval for issuance has been received from:
Community Development ____
Police Chief ____
Fire Chief ____
3. Permit fee received: Receipt # ____
of days covered for this permit ____
of permits issued this calendar year ____
4. Commission approval-Resolution # ____
5. Copy of permit provided to:
Police Chief ____
Fire Chief ____

ALCOHOLIC BEVERAGE CONTROL
 99 SW 9th STREET
 P.O. Box 3506
 TOPEKA KS 66601-3506



DEPARTMENT OF REVENUE
 PHONE: 785-296-7015
 FAX: 785-296-7185
www.ksrevenue.org/abc.html

TEMPORARY PERMIT LOCATION AND ZONING

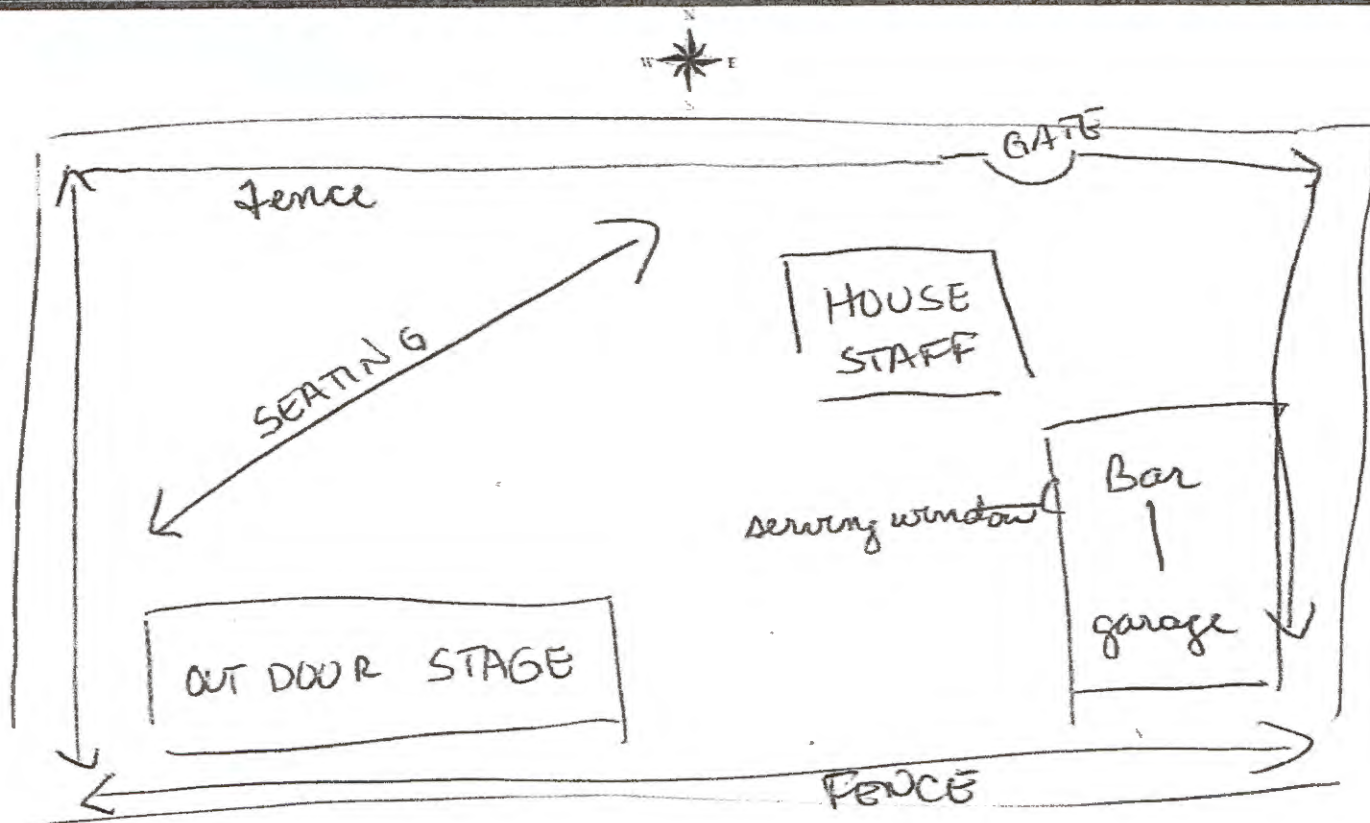
Organization Name or Individual Applicant PATTON'S PICKIN' PARLOR Event Date(s) 09/10-12/2021

Event Type: ☐ Charitable Auction ☒ On-Premise ☐ Porcelain Container
☐ Special Event* - Number of Consecutive days (up to 30): _____

*A special event is held on public streets, alleys, roads, sidewalks or highways and must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such special event is being held.

SECTION 1 – EVENT AREA: Complete this section for On-Premise and Special Events only.

In the space below, in ink, draw the floor plan and any outside areas included in the proposed event area where alcoholic liquor will be sold, served or consumed. If the area is outside, it must show where the three-dimensional barriers will be located to define the event area; and, include nearby streets for reference. Shade in the areas you DO NOT wish to be permitted.



SECTION 2 – CERTIFICATE OF CITY, TOWNSHIP OR COUNTY CLERK: (Completed by the clerk).

I HEREBY CERTIFY THAT THE PREMISES AT 417 W 14TH ST WINFIELD, KS 67156

Location Street Address

City

Zip

CITY LIMITS: ☒ Inside the incorporated city limits ☐ Outside the city limits

ZONING: ☒ within an area that complies with all applicable zoning regulations required by K.S.A. 41-2645(d)

☐ located outside an incorporated city, in a township or county that is not zoned

(Seal)

LOCATION: ☐ government property ☒ private property ☐ public property ☐ CMB licensed premise

I declare under penalties of perjury that to the best of my knowledge and belief that Section 2 is true, correct and complete.

CLERK SIGNATURE Brenda Peters

DATE 8-6-2021

PHONE 620-221-5500

PRINTED NAME Brenda Peters

☒ City Clerk ☐ Township Clerk ☐ County Clerk