



City Commission Meeting

July 16, 2024 at 5:30 PM

118 W Central Ave, Arkansas City, KS

Please join our meeting at <https://meet.goto.com/496085909>

Or dial in using your phone: United States: +1 (646) 749-3122 Access Code: 496 085 909

I. Routine Business

1. Roll Call
2. Opening Prayer and Pledge of Allegiance
3. Additions or Deletions **(Voice Vote)**
4. Approval of the Agenda **(Voice Vote)**

II. Awards and Proclamations

1. Proclaim July 26, 2024, as National Disability Independence Day in Arkansas City.

III. Consent Agenda (Voice Vote)

Note: All matters listed below on the Consent Agenda are considered under one motion and enacted by one motion. There should be no separate discussion. If such discussion is desired, any item may be removed from the Consent Agenda and then considered separately under Section VI: New Business.

1. Approve the July 2, 2024, regular meeting minutes as written.
2. Approve a Resolution authorizing a public meeting of the Governing Body to attend a Land Bank Board of Trustees meeting at 5:15 p.m. Tuesday, August 6, 2024, in the Commission Room at City Hall, located at 118 W. Central Ave. in Arkansas City.

IV. New Business

City Manager Department

1. An Ordinance granting IdeaTek Telcom, LLC a Contract Franchise to construct, operate and maintain a telecommunications system in the City of Arkansas City, Kansas. **(Voice Vote)**
2. A Resolution authorizing the City of Arkansas City to enter into an agreement for the sale and purchase of real estate with ONE Gas, Inc., of Tulsa, OK, for a total sale price not to exceed \$21,000.00. **(Voice Vote)**
3. Consider a Resolution approving the notice of intent to exceed the Revenue Neutral Rate (RNR) and set the date for a public hearing at 5:30 p.m. on September 3, 2024, for the purpose of hearing and answering objections of taxpayers relating to the Revenue Neutral Rate and the amount of ad valorem tax and proposed use of all funds. **(Voice Vote)**

V. City Manager Updates & Reminders

VI. Items for Discussion by City Commissioners

VII. Comments from the Audience for Items not on the Agenda

The public will be allowed to speak on issues or items that are not scheduled for discussion on the agenda. Individuals should address all comments and questions to the Commission. Comments should be limited to issues and items relevant to the business of the Governing Body. The Commission will not discuss or debate these items, nor will the Commission make decisions on items presented during this time. Each person will be limited to five (5) minutes.

VIII. Financial Summary

[1.](#) June 2024 Financial Summary

IX. Adjournment

Office of the Mayor
Arkansas City, Kansas

Proclamation

WHEREAS, National Disability Independence Day is celebrated each year on July 26th to commemorate the signing of the Americans with Disabilities Act (ADA) on July 26, 1990; and

WHEREAS, this legislation established a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities; and

WHEREAS, ADA provides protection from employment and other forms of discrimination by reducing barriers and changing perceptions, increasing full participation in community life, and providing better access to goods, services, and communications for people with disabilities; and

WHEREAS, although ADA has helped millions of Americans with disabilities to achieve equal treatment for disabled individuals, there still are barriers to public accommodation of which governments, corporations and business owners need to be aware, and the full promise of ADA only will be reached if we remain committed to continue our efforts to implement it fully; and

WHEREAS, throughout the year and on the anniversary of the Americans with Disabilities Act, this City, and its Equal Opportunity and Accessibility Advisory Board, celebrate and recognize the progress that has been made by reaffirming the principles of equality and inclusion, and recommitting our efforts to reach full ADA compliance.

NOW, THEREFORE, the Mayor of the City of Arkansas City, Kansas, does hereby proclaim **Friday, July 26, 2024**, as

NATIONAL DISABILITY INDEPENDENCE DAY

in the City of Arkansas City, and hereby reaffirm that the City and its citizens will continue to work toward full compliance with the Americans with Disabilities Act.

In witness thereof I have hereunto set my hand and caused this seal to be affixed:

Name/Title: Jay Warren, Mayor
Date: July 16, 2024



City Commission Agenda Item

Meeting Date: July 16, 2024
From: Tiffany Parsons, City Clerk
Item: Approve the July 2, 2024, Regular Meeting Minutes

Purpose: Approve the July 2, 2024, regular meeting minutes as written.

Background:

Each meeting, the City Commission reviews and approves the minutes of its prior meeting(s).

Commission Options:

- 1. Approve with consent agenda.
- 2. Remove item from consent agenda for further consideration.

Approved for Agenda by:

A handwritten signature in black ink, appearing to read "Randy Frazer", is written over a horizontal line.

Randy Frazer, City Manager



Tuesday, July 2, 2024
Regular Meeting Minutes
118 W Central Ave, Arkansas City, KS

Routine Business

1. Opening Prayer led by Principal Planner White and Pledge of Allegiance led by Mayor Warren.
2. Roll Call

PRESENT

Commissioner Chad Beeson
Commissioner Diana Spielman
Commissioner Tad Stover
Commissioner Charles Tweedy
Mayor Jay Warren

Also present from staff: City Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, Communications Director Shana Adkisson, and Police Chief Jim Holloway.

3. There were no additions or deletions to the agenda.
4. Approval of the Agenda

Motion made by Commissioner Stover, Seconded by Commissioner Tweedy to approve the agenda.

Voice Voting Yea: Commissioner Beeson, Commissioner Stover, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved.

Consent Agenda

Note: All matters listed below on the Consent Agenda are considered under one motion and enacted by one motion. There should be no separate discussion. If such discussion is desired, any item may be removed from the Consent Agenda and then considered separately under Section VI: New Business.

1. Approve the June 18, 2024, regular meeting minutes as written.

Motion made by Commissioner Beeson, Seconded by Commissioner Tweedy to accept the minutes.

Voice Voting Yea: Commissioner Beeson, Commissioner Stover, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved.

2. End date extension request for Community Development Block Grant (CDBG) Program Home Rehabilitation Grant. Currently, the initial grant extension is scheduled to expire on July 14, 2024. We are seeking an extension of the award date to August 14, 2024.

Motion made by Commissioner Spielman, Seconded by Commissioner Stover to approve the consent agenda as written.

Voice Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved.

New Business

City Clerk Parsons offered the following items for consideration:

City Manager Department

- 1. An Ordinance authorizing the rezoning of 1640 N 15th Street, from “I-1” (Low Industrial District) to “R-1” (Low Density Residential District).

Principal Planner White indicated that this is the former site of LiftCo, the business has since closed. One of the buyers is interested in turning it into a residential area in order to do that the zoning would have to go down from an I-1 to R-1, making it more restrictive in term of code requirements. Homeowners are willing to abide by code to get remodeled. The surrounding area is comprised of residential and commercial uses. The Planning Commission did not see any issue with the down zone classification and recommend at their June 11, 2024, meeting voted unanimously to have the City Commission approve it.

Motion made by Commissioner Beeson, Seconded by Commissioner Tweedy to approve the item as written.

*Roll Call Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Ordinance No. 2024-07-4613.***

City Manager Updates & Reminders

City Manager Frazer provided reminders and updates before the commission.

- 1. City Manager recommended holding a special work session, Wednesday July 10th at noon for the City Commission to review the upcoming budget with staff. This way everyone is more prepared, able to review the information in order to make a decision by the following Friday work session. Principal Planner White and City Manager Frazer met with The Nash Group LLC who would like to explore housing development. Commission agreed and City Clerk Parsons will follow through with initiating the Public Notice of the Special Meeting.
- 2. Finance Director/Treasurer Jennifer Waggoner has been really watching our cash balances and last week determined we could put another \$4 Million into investments that went out for bids at 5.3% interest. An expenditure handout was given to and reviewed with the commission.
- 3. CPI handout update was also given to the commission to continue to watch what inflation is doing, as it continues to rise each month. Giving examples that would have cost \$118 in Jan. 2024 this year is now costing \$121 today. As we get into budget, these are the kinds of increases we are facing.

Items for Discussion by City Commissioners

Mayor Warren suggested swearing in the Hospital Board of Trustees once appointed at City Hall during the appropriate Commission Meeting. Discussion entertained among the group that State Statue does require appointed and elected officials to oath of office.

Adjournment

Mayor Warren called for Motion for Adjournment. So moved by Commissioner Stover, seconded by Commissioner Tweedy to adjourn the meeting.

The voice vote was unanimous in favor of the motion. Mayor Warren declared the meeting adjourned.

**THE CITY OF ARKANSAS CITY
BOARD OF CITY COMMISSIONERS**

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

Prepared by:

Tiffany Parsons, City Clerk

DRAFT



City Commission Agenda Item

Meeting Date: July 16, 2024
From: Tiffany Parsons, City Clerk
Item: Scheduling Land Bank Board of Trustees Meeting

Purpose: **Consent Agenda Item:** Approve a Resolution authorizing a public meeting of the Governing Body to attend a Land Bank Board of Trustees meeting at 5:15 p.m. Tuesday, August 6, 2024, in the Commission Room at City Hall, located at 118 W. Central Ave. in Arkansas City.

Background:

The **Land Bank Board of Trustees**, comprising the five city commissioners, is required by its bylaws to meet publicly at least twice annually, to approve a budget for the following fiscal year. The board met back in **January** and this year’s second meeting will be held during the **first Tuesday in August**.

At this regular annual meeting, the Land Bank Board of Trustees will convene and conduct any business necessary, including establishing the budget for Fiscal Year 2024, as well as approving any necessary property transfers into or from the City’s Land Bank. The budget of the Land Bank shall be prepared, adopted, and published as provided by law for other political subdivisions of the State of Kansas. No budget shall be adopted by the Board until it has been submitted to, reviewed, and approved by the Governing Body.

Note: If the Governing Body elects not to ratify the budget, it must reject the plan in its entirety and remand it back to this Board with specific recommendations for reconsideration.

Commission Options:

- 1. Approve with the consent agenda
- 2. Remove from consent agenda for further consideration

Approved for Agenda by:

Randy Frazer, City Manager

A RESOLUTION AUTHORIZING A PUBLIC MEETING OF THE GOVERNING BODY TO ATTEND A LAND BANK BOARD OF TRUSTEES MEETING AT 5:15 P.M. ON AUGUST 6, 2024, IN THE COMMISSION ROOM AT CITY HALL, 118 W. CENTRAL AVE.

WHEREAS, all members of the Governing Body of the City of Arkansas City, Kansas, also serve as members of the City’s Land Bank Board of Trustees; and

WHEREAS, the Land Bank Board of Trustees is required to meet at least twice annually for regular business, to approve budget for the following fiscal year, prior to a regular meeting of the Governing Body of the City of Arkansas City, Kansas; and

WHEREAS, in order to comply with the Kansas Open Meetings Act, the Governing Body of the City of Arkansas City, Kansas, must designate this upcoming Land Bank Board of Trustees meeting as a public meeting of the Governing Body.

NOW, THEREFORE, IN CONSIDERATION OF THE AFORESTATED PREMISES, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby establishes that it shall hold a public meeting at 5:00 p.m. on Tuesday, August 6, 2024, in the Commission Room at City Hall, 118 W. Central Ave., Arkansas City, Kansas, to attend a Land Bank Board of Trustees meeting.

SECTION TWO: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes City staff of the City of Arkansas City, Kansas, to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment, and to also notify all persons requesting notice of such public meetings under the Kansas Open Meetings Act and K.A.R. 16-20-1.

SECTION THREE: This Resolution shall be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 16th day of July, 2024.

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2024-07-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on July 16, 2024, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: July 16, 2024
From: Randy Frazer, City Manager
Item: IdeaTek Fiber Network Contract Franchise Ordinance Agreement

Purpose: An Ordinance granting IdeaTek Telcom, LLC a Contract Franchise to construct, operate and maintain a telecommunications system in the City of Arkansas City, Kansas. **(Voice Vote)**

Background:

IdeaTek owns, maintains, operates and/or controls telecommunications and Internet Facilities serving IdeaTek’s customers. Such Facilities are in public rights-of-way (ROW), among other locations, in the State of Kansas. IdeaTek seeks to enter the City of Arkansas City’s Right of Way, and other real property of the City, to install, maintain and operate fiber network Facilities, so that IdeaTek and/or its underlying customers may provide data, telecommunications, broadband Internet, and related services to the residents and visitors of the City. Distributed antenna systems which may be located on existing or new streetlights, stand-alone poles, third party utility poles, and other structures located on or within the ROW as permitted under this Contract Franchise ordinance, and which will be connected to IdeaTek’s Facilities.

This Contract Franchise shall be effective for a term of ten (10) years from the effective date of this Contract Franchise ordinance. Thereafter, this Contract Franchise will renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate or renegotiate the Contract Franchise at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.

Commission Options:

- 1. Approve the Ordinance
- 2. Disapprove the Ordinance
- 3. Table the Ordinance for further discussion

Fiscal Impact:

Amount:

Fund: Department: Expense Code:

- Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:

Randy Frazer, City Manager

ORDINANCE NO. – _____

AN ORDINANCE GRANTING TO IDEATEK TELCOM. LLC, LLC, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF ARKANSAS CITY, KANSAS.

This Contract Franchise (“Franchise or Agreement”) is entered into as of _____, 2024 (“Effective Date”) by and between the City of Arkansas City, Kansas, a municipal corporation (the “City”), and IdeaTek Telcom LLC (“IdeaTek”).

RECITALS

A. IdeaTek owns, maintains, operates and/or controls telecommunications and Internet Facilities serving IdeaTek’s customers. Such Facilities are in public rights-of-way (hereinafter “ROW”), among other locations, in the State of Kansas.

B. IdeaTek seeks to enter the City of Arkansas City’s Right of Way, and other real property of the City, to install, maintain and operate fiber network Facilities (the “Network”), so that IdeaTek and/or its underlying customers (the “Customers”) may provide data, telecommunications, broadband Internet, and related services to the residents and visitors of the City (the “Services”).

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number.

a. "Contract Franchise" - means this Ordinance granting the right, privilege and franchise to IdeaTek to provide services within the City.

b. “Distributed antenna systems” (“DAS Facility”) – mean certain components of the Network consisting of distributed antenna systems which may be located on existing or new streetlights, stand-alone poles, third party utility poles, and other structures located on or within the ROW as permitted under this Contract Franchise ordinance, and which will be connected to IdeaTek’s Facilities.

c. "Facilities" means any portion of a system located in, along, over, upon, under, or through the right-of-way and may include, without limitation, antenna nodes, poles, streetlight poles, equipment cabinets, underground and above ground fiber optic cable, fiber handholes and enclosures, fiber repeaters and related equipment, DAS Facility, and will include other equipment as technology evolves, in a configuration and at locations to be filed and identified through the City permit process

d. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over the Parties' activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

e. "IdeaTek" - means IdeaTek Telcom, LLC, a competitive telecommunications local exchange service provider providing local exchange, Internet services, and other telecommunications services within the City. References to IdeaTek shall also include as appropriate any and all successors and assigns.

f. "Gross receipts" - shall be defined as set forth in K.S.A. 12-2001(c)(6). Uncollectible and late charges, taxes, surcharges, and other pass-through charges shall not be included within gross receipts.

g. "Right-of-way" or "ROW" means the surface and space on, above and below every municipal street, alley, road, highway, lane or City right-of-way dedicated or commonly used now or hereafter for utility purposes, including but not limited to overhead lighting facilities, and including utility easements wherein the City now or hereafter acquires the right and authority to locate or permit the location of utilities consistent with communications facilities. This term shall not include any county, state, or federal right-of-way or any property owned or controlled by any person or agency other than the City, except as provided by applicable laws or pursuant to an agreement between the City and any such person or agency. Right-of-way shall not include property owned or held by City and not typically considered right-of-way such as City parks and City buildings.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

a. There is hereby granted to IdeaTek this nonexclusive Contract Franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public Right-of-way for the purpose of supplying services to customers within the corporate boundaries of the City, for the term of this Contract Franchise, subject to the terms and conditions of this Contract Franchise.

- b. The grant of this Contract Franchise by the City shall not convey title, equitable or legal, in the public right-of-way, and shall give only the right to occupy the public right-of-way, for the purposes and for the period stated in this Contract Franchise.
- c. This authority to occupy the public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

- a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract Franchise, IdeaTek shall have the right to construct, maintain and operate its Facilities along, across, upon and under the public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.
- b. IdeaTek shall participate in the Kansas One Call utility location program.
- c. IdeaTek may attach its Facilities to an existing City-owned utility pole pursuant to the current National Electric Safety Code.
- d. It is understood that IdeaTek may build new Facilities in the City which would comply with all applicable Laws. If the City has no formal third-party utility installation policy or permit process, IdeaTek will not be obligated to make application for new facility installations unless and until such time a formal process is implemented by the City in a reasonable and non-discriminatory form and enforced among all third-party utility installations.
- e. If the City has a utility installation process or permit policy applicable to the installation of the IdeaTek’s Facilities, the City will approve or deny any application by the IdeaTek no later than 14-days from submission of a complete application. Failure of the City to deny with reasonable specificity IdeaTek’s application within 14-days will be considered approval of the application by the City.
- f. IdeaTek will always attempt to provide reasonable notice to the City for any new installation and give the City reasonable time to provide input on the placement/location of new Facilities.
- g. No notice is necessary to the City for Facility maintenance unless such maintenance will require street closure, and in such event, IdeaTek will use reasonable efforts to coordinate such closure with the City.
- g. Zoning regulations shall not apply to installations within the Public ROW.

h. IdeaTek shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by IdeaTek’s construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Network in the City’s ROW. IdeaTek shall promptly repair such damage and return the City’s ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City’s applicable street restoration standards or to the property owner if not the City. IdeaTek’s obligations under this section 3.h shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City’s ROW by IdeaTek to the City.

SECTION 4. COMPENSATION TO THE CITY.

- a. A one-time permit and license fee of \$1,000.00 for each DAS Facility installed within the Public Right of Way of the City shall be paid by IdeaTek.
- b. Franchise compensation shall be paid on a quarterly basis paid not later than forty-five (45) days after the end of the remittal period equal to five percent (5%) of Gross Receipts.

SECTION 5. RECORD REVIEW.

The City shall have the right to examine, upon sixty (60) days’ prior written notice to IdeaTek, no more than once per calendar year and at City’s own cost and expense, those records necessary to verify the correctness of the compensation paid pursuant to this Contract Franchise ordinance.

SECTION 6. RESOLD SERVICES.

IdeaTek shall collect and remit compensation as described in Section 4 on those access lines that have been resold to another telecommunications local exchange service provider.

SECTION 7. INDEMNITY AND HOLD HARMLESS.

- a. It shall be the responsibility of IdeaTek to take adequate measures to protect and defend its facilities in the public right-of-way from harm or damage. If IdeaTek fails to accurately or timely locate facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their gross negligence. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near IdeaTek’s facilities.
- b. IdeaTek shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action,

liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of IdeaTek, any agent, officer, director, representative, employee, affiliate or subcontractor of IdeaTek, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

c. IdeaTek or City shall promptly advise the other in writing of any known claim or demand against IdeaTek or the City related to or arising out of IdeaTek's activities in the Public right-of-way.

d. IDEATEK WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

SECTION 8. INSURANCE REQUIREMENT.

a. During the term of this Contract Franchise, IdeaTek shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should IdeaTek elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. IdeaTek shall provide not less than the following insurance:

(1) Workers' compensation as provided for pursuant to the laws of the state of Kansas with an employers' liability limit equal to the amount required by law.

(2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with an aggregate limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. Upon request, the City shall be included as an additional insured with respect to liability arising from IdeaTek's operations under this Contract Franchise.

SECTION 9. REVOCATION AND TERMINATION.

In case of failure on the part of IdeaTek to comply with any of the material provisions of this Contract Franchise, or if IdeaTek should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract Franchise, the City shall abide by the requirements of K.S.A. 12-2001 which requires reasonable notice and an opportunity for a public hearing before the City governing body before a Contract Franchise ordinance may be revoked.

SECTION 10. RESERVATION OF RIGHTS.

a. In granting its consent hereunder, IdeaTek does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

b. In entering into this Contract Franchise, neither the City's nor IdeaTek's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract Franchise, neither the City nor IdeaTek waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or IdeaTek may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

SECTION 11. FAILURE TO ENFORCE.

The failure of either the City or the IdeaTek to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the IdeaTek unless said waiver or relinquishment is in writing and signed by both the City and the IdeaTek.

SECTION 12. TERM AND TERMINATION DATE.

a. This Contract Franchise shall be effective for a term of ten (10) years from the effective date of this Contract Franchise ordinance. Thereafter, this Contract Franchise will renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate or renegotiate the Contract Franchise at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.

b. Upon written request of either the City or IdeaTek, this Contract Franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or IdeaTek, including but not limited to the scope of the Contract Franchise granted to IdeaTek or the compensation to be received by the City hereunder.

c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or IdeaTek may elect to terminate the entire Contract Franchise. In the event of such invalidity, if IdeaTek is required by law to enter into a

Contract Franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract Franchise.

d. Amendments under this section, if any, shall be made by Contract Franchise ordinance as prescribed by statute. This Contract Franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.

e. In the event the parties are actively negotiating in good faith a new Contract Franchise ordinance or an amendment to this Contract Franchise upon the termination date of this Contract Franchise, the parties by written mutual agreement may extend the termination date of this Contract Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract Franchise and not as a new Contract Franchise ordinance or amendment.

SECTION 13. POINT OF CONTACT AND NOTICES.

IdeaTek shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of IdeaTek in the event of an emergency.

All other notices between the parties shall be in writing and shall be made by personal delivery or by depositing such notice in the U.S. Mail, Certified Mail, return receipt requested. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. "Business day" for purposes of this section shall mean Monday through Friday, City and/or IdeaTek observed holidays excepted.

The City:	IdeaTek: IdeaTek Telcom Attn: Contract Notifications PO Box 407 Buhler, KS 67522 Daniel@ideatek.com
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or to replacement addresses that may be later designated in writing.

SECTION 14. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 et seq and amendments thereto. IdeaTek agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of IdeaTek, or of the City at the written request of IdeaTek, in seeking to safeguard the confidentiality of information provided by IdeaTek to the City under this Contract Franchise.

SECTION 15. COMPETITIVE NEUTRALITY.

The City agrees that under K.S.A. 12-2001 and K.S.A 17-1902, and other state and federal laws, this Contract Franchise ordinance must be competitively neutral and may not be unreasonable or discriminatory to any telecommunications provider operating in the City.

SECTION 16. MOST-FAVORED MUNICIPALITY.

Most-Favored Municipality. Should IdeaTek after the Parties' execution and delivery of this Agreement enter into a franchise agreement with another municipality of the same size or smaller than the City in this State, which agreement contains financial benefits for such municipality which, taken as a whole and balanced with the other terms of such agreement, are in the City's opinion substantially superior to those in this Franchise Agreement, the City shall have the right to require that IdeaTek modify this Franchise Agreement to incorporate the same or substantially similar superior benefits.

SECTION 17. MOST FAVORED PROVIDER.

All of the benefits and terms granted by the City herein are at least as favorable as the benefits and terms granted by the City to any future franchisee of the public ROW engaged in the same or similar business described in this Franchise Agreement. Should the City enter into any subsequent agreement of any kind no matter what nomenclature is attached thereto with any other franchisee during the term of this Franchise Agreement, which Agreement provides for benefits or terms more favorable than those contained in this Franchise Agreement, then this Franchise Agreement shall be deemed to be modified effective as of the date of such more favorable agreement to provide IdeaTek with those more favorable benefits and terms. The City shall notify IdeaTek promptly of the existence of such more favorable benefits and terms and IdeaTek shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by IdeaTek, the City shall amend this Franchise Agreement to contain the more favorable terms and conditions.

SECTION 18. SEVERABILITY.

If any clause, sentence, or section of this Contract Franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or IdeaTek may elect to declare the entire Contract Franchise invalidated if the portion declared invalid is, in the judgment of the City or IdeaTek, an essential part of the Contract Franchise.

SECTION 19. FORCE MAJEURE.

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond IdeaTek's or the City's control.

SECTION 20. SUMMARY PUBLICATION.

Pursuant to K.S.A. 12-2007(b), summary of the ordinance shall be published one time in the following format:

Ordinance No. _____ Summary
*On _____, the City of _____, passed Ordinance No. _____.
The ordinance grants a franchise to IDEATEK TELCOM, LLC to construct, operate and maintain a telecommunications system in the City of _____, Kansas. A complete copy of the ordinance is available at www. _____ or in the office of the city clerk located at _____, _____, Kansas, free of charge.
This summary is certified by the city attorney.*

SECTION 21. GENERAL PROVISIONS.

- a. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees.
- b. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.
- c. This Agreement shall be interpreted and enforced according to, and the parties' rights and obligations governed by, the domestic law of the State of Kansas or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the federal court with jurisdiction over Reno County or the state courts located in Reno County, Kansas.
- d. All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of City's liability, attorneys' fees and waiver shall survive termination of this Agreement.
- e. In the interpretation and application of its rights under this Franchise Agreement, the City will act in a reasonable, non-discriminatory, and competitively neutral manner in compliance with all applicable federal, state, and local laws and regulations.
- f. This Franchise Agreement ordinance is made under and in conformation with and is subject to the laws of the State of Kansas.

[Signatures Begin on Following Page]

PASSED BY THE GOVERNING BODY, this ____ day of _____, _____ for the City of
Arkansas City, Kansas.

_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

_____, City Attorney

IdeaTek Telcom, LLC

By: _____

Name: _____



City Commission Agenda Item

Meeting Date: July 16, 2024
From: Randy Frazer, City Manager
Item: ONE Gas, Inc. Sale & Purchase Agreement of Real Estate (4.48 +/- acres)

Purpose: A Resolution authorizing the City of Arkansas City to enter into an agreement for the sale and purchase of real estate with ONE Gas, Inc., of Tulsa, OK, for a total sale price not to exceed \$21,000.00. **(Voice Vote)**

Background:

This agreement is for the sale and purchase of approximately 4.48 +/- acres of real estate not currently addressed but was at one time a tract of land, later split during the addition to the 77 bypass, legally described as:

A tract of land situated in the Northeast Quarter of Section 31, Township 34 South, Range 4 East of the 6th Principal Meridian, Cowley County, Kansas, prepared by Chris A. Meinen PS/1489 on January 31, 2024, being more particularly described as follows: Commencing at the Southwest Corner of said Northeast Quarter; thence North 01 degrees, 00 minutes, 24 seconds West (assumed), along the West Line of said Northeast Quarter, a distance of 600.95 feet; thence North 88 degrees, 59 minutes, 36 seconds East, perpendicular to said West Line, a distance of 540.33 feet to the Point of Beginning of the herein described tract on the East Right-of-Way for US 77 Highway Bypass; thence North 37 degrees, 09 minutes, 03 seconds East, along said East Right-of-Way, a distance of 253.43 feet; thence North 27 degrees, 07 minutes, 02 seconds East, along said East Right-of-Way, a distance 322.75 feet; thence North 70 degrees, 09 minutes, 51 seconds East, along said East Right-of-Way, a distance of 132. 79 feet; thence South 50 degrees, 39 minutes, 37 seconds East, along said East Right-of-Way, a distance of 218.00 feet; thence South 20 degrees, 37 minutes, 07 seconds East, a distance of 340.00 feet; thence South 83 degrees, 46 minutes, 02 seconds West, a distance of 717.65 feet to the Point of Beginning, containing 4.80 acres, more or less.

The agreement and an area map are attached for reference. The property would need to be zoned and possibly addressed by the purchaser as the lot is currently vacant and not zoned.

Commission Options:

1. Approve the Resolution
2. Disapprove the Resolution
3. Table the Resolution for further discussion

Fiscal Impact:

Amount: 0.00

Fund: Department: Expense Code:

Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:



Randy Frazer, City Manager

RESOLUTION NO. 2024-07-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO AN AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE WITH ONE GAS, INC., OF TULSA, OK, FOR A TOTAL PURCHASE PRICE NOT TO EXCEED \$21,000.00.

NOW, THEREFORE, IN CONSIDERATION OF THE AFORESTATED PREMISES, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: The Governing body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City to enter into an agreement for the sale and purchase of approximately 4.48 +/- acres of real estate legally described as:

A tract of land situated in the Northeast Quarter of Section 31, Township 34 South, Range 4 East of the 6th Principal Meridian, Cowley County, Kansas, prepared by Chris A. Meinen PS/1489 on January 31, 2024, being more particularly described as follows: Commencing at the Southwest Corner of said Northeast Quarter; thence North 01 degrees, 00 minutes, 24 seconds West (assumed), along the West Line of said Northeast Quarter, a distance of 600.95 feet; thence North 88 degrees, 59 minutes, 36 seconds East, perpendicular to said West Line, a distance of 540.33 feet to the Point of Beginning of the herein described tract on the East Right-of-Way for US 77 Highway Bypass; thence North 37 degrees, 09 minutes, 03 seconds East, along said East Right-of-Way, a distance of 253.43 feet; thence North 27 degrees, 07 minutes, 02 seconds East, along said East Right-of-Way, a distance 322.75 feet; thence North 70 degrees, 09 minutes, 51 seconds East, along said East Right-of-Way, a distance of 132. 79 feet; thence South 50 degrees, 39 minutes, 37 seconds East, along said East Right-of-Way, a distance of 218.00 feet; thence South 20 degrees, 37 minutes, 07 seconds East, a distance of 340.00 feet; thence South 83 degrees, 46 minutes, 02 seconds West, a distance of 717.65 feet to the Point of Beginning, containing 4.80 acres, more or less

located in Arkansas City, Cowley County, Kansas, with ONE Gas, Inc., of Tulsa, OK, for a total purchase price not to exceed \$21,000.00. Such Agreement is attached hereto and incorporated herein by reference.

SECTION TWO: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the Mayor and/or City staff of the City of Arkansas City, Kansas, to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption by the Governing Body of the City of Arkansas City.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 16th day of July, 2024.

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2024-07-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on July 16, 2024, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



Produced by the City of Arkansas City GIS using the best available data to date. The City makes no warranty or representation, expressed or implied, with respect to the data displayed. July 11, 2024

**AGREEMENT FOR THE SALE AND
PURCHASE OF REAL ESTATE**

This Agreement for the Sale and Purchase of Real Estate (the “Agreement”) is made and entered into by and between **ONE Gas, Inc.**, an Oklahoma corporation, or its assigns (“Buyer”), with a mailing address of 15 East Fifth Street, Tulsa, Oklahoma 74103, and **City of Arkansas City, a Kansas municipal corporation** (collectively, “Seller”), with a mailing address of 118 West Central Avenue, Arkansas City, KS 67005, and shall be effective as of the last date this Agreement is executed by the Seller and Buyer as shown opposite their respective signature below (the “Effective Date”).

Upon approval of this Agreement by both Seller and Buyer evidenced by their signatures below, a valid and binding contract of sale of real estate shall exist, the terms and conditions of which are as follows:

1. Sale. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the real property described as follows, consisting of approximately 4.48 +/- acres, located in Cowley County, Kansas, (the “Land”), together with all and singular all rights and appurtenances belonging to such Land and all of Seller’s right, title and interest in and to all common elements, streets, alleys and other public or private ways adjacent thereto, before or after vacation thereof; and all of the buildings, structures, fixtures and improvements in, upon and under such Land (the “Improvements”) (hereinafter all of the foregoing being collectively referred to as the “Property”):

A tract of land situated in the Northeast Quarter of Section 31, Township 34 South, Range 4 East of the 6th Principal Meridian, Cowley County, Kansas, prepared by Chris A. Meinen PS/1489 on January 31, 2024, being more particularly described as follows: Commencing at the Southwest Corner of said Northeast Quarter; thence North 01 degrees, 00 minutes, 24 seconds West (assumed), along the West Line of said Northeast Quarter, a distance of 600.95 feet; thence North 88 degrees, 59 minutes, 36 seconds East, perpendicular to said West Line, a distance of 540.33 feet to the Point of Beginning of the herein described tract on the East Right-of-Way for US 77 Highway Bypass; thence North 37 degrees, 09 minutes, 03 seconds East, along said East Right-of-Way, a distance of 253.43 feet; thence North 27 degrees, 07 minutes, 02 seconds East, along said East Right-of-Way, a distance 322.75 feet; thence North 70 degrees, 09 minutes, 51 seconds East, along said East Right-of-Way, a distance of 132.79 feet; thence South 50 degrees, 39 minutes, 37 seconds East, along said East Right-of-Way, a distance of 218.00 feet; thence South 20 degrees, 37 minutes, 07 seconds East, a distance of 340.00 feet; thence South 83 degrees, 46 minutes, 02 seconds West, a distance of 717.65 feet to the Point of Beginning, containing 4.80 acres, more or less.

2. Easements. It is understood that the Property is subject to, and the Permitted Title Exceptions (defined below) shall include, the 20 feet wide and 30 feet wide utility easements described in that certain Permanent Easement dated May 16, 2024, and filed May 16, 2024, recorded at Book 1138, beginning at Page 216, in the records of the Register of Deeds of Cowley County, Kansas.

3. Purchase Price. Subject to the terms hereof, the total purchase price (the “Purchase Price”) for the Property shall be the sum of \$21,000.00, payable as follows:

(a) the sum of \$1,000.00 within five (5) business days after the Effective Date (the “Earnest Money”) which shall be applied to the Purchase Price and deposited with and held by

Security 1st Title, 11015 Metcalf Avenue, Overland Park, KS 66210, Attention: Tara L. Siemon, Phone 913-945-1488, Email TSiemon@security1st.com (the “Title Company”) until Closing (as hereinafter defined) and held and disbursed by the Title Company as provided in this Agreement; and

(b) the balance of the Purchase Price (plus or minus such amounts as may be required after credits, adjustments and prorations as provided herein) to be paid by Buyer to Seller by federal wire transfer or other certified funds at the time of Closing.

4. Title/Survey.

(a) Original Survey. Buyer shall, at Buyer’s sole expense, have forty-five (45) days after the Effective Date in which to obtain a recent survey of the Property prepared by a surveyor licensed in the state where the Property is located (the “Original Survey”). Buyer shall, promptly upon receipt and Buyer’s acceptance of the Original Survey, forward to Seller a copy of the Original Survey.

(b) Title Commitment. Seller shall provide to Buyer, at Seller’s cost, within twenty (20) days after Seller’s receipt of the Original Survey: (i) a title commitment for an ALTA Owner’s Policy of Title Insurance (the “Commitment”), issued by the title insurance company licensed to do business in the state where the Property is located (the “Title Insurer”) in the amount of the Purchase Price, and (ii) true, legible (to the extent available), and complete copies of (A) any tax search, departmental or municipal searches (the “Searches”), and (B) all instruments giving rise to any defects or exceptions to title to the Property (collectively the instruments described in this subpart (B) the “Exception Documents”) shown as an exception in the Commitment.

(c) Update or Replacement of Original Survey. Buyer shall, within thirty (30) days of Buyer’s receipt of the latest to be received of the Commitment, Searches, and Exception Documents, either (i) notify Seller that Buyer does not desire to update or replace the Original Survey (the “Original Survey Acceptance Notice”) or (ii) obtain an update of the Original Survey or a new survey prepared by a surveyor licensed in the state where the Property is located (the Original Survey, as so updated or replaced, or the Original Survey if Buyer does not elect to update or replace the Original Survey, shall be referred to herein as the “Survey”).

(d) Title Objections. Buyer shall have ten (10) days after Buyer’s delivery of the Original Survey Acceptance Notice or Buyer’s receipt and acceptance of the Survey, as applicable, but in no event sooner than ten (10) days after Buyer’s receipt of the Commitment, Searches and Exception Documents (the “Objection Period”) to examine the Commitment, Searches, Exception Documents and Survey and give Seller written notice (the “Title Objection Notice”) of any objections to (i) the requirements or the exceptions to title set forth in the Commitment, (ii) any liens or unpaid taxes or assessments shown in the Searches, or (iii) the Survey (the “Title Objections”).

(e) Permitted Title Exceptions. Any objections not raised by the Buyer within the Objection Period shall be deemed waived and permitted by Buyer (the “Permitted Title Exceptions”); provided that except for those items which Seller is obligated to cure pursuant to the terms of this Agreement, any matter not the subject of a timely Title Objection Notice shall be deemed a Permitted Title Exception.

(f) Seller's Failure to Eliminate Title Objections. Seller shall use commercially reasonable efforts to eliminate all Title Objections by the Closing Date (as that term is defined below). If Seller is unable to eliminate any Title Objection by the Closing Date, Seller shall provide written notice of same to Buyer and then, unless the same is waived by Buyer in writing, in its sole and absolute discretion, Buyer may either: (i) terminate this Agreement by written notice to Seller, in which event Buyer shall be entitled to a return of the Earnest Money and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase (with no reduction in the Purchase Price) with such title as Seller is able to convey on the Closing Date.

(g) Mandatory Title Removal Items. Notwithstanding anything in Sections 4(a)-(f) above, Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any Title Objections that have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the date of this Agreement (other than with the prior written approval of Buyer in Buyer's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii), collectively, the "Voluntary Liens"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (items set forth in this subclause (iii), collectively, "Monetary Liens"; and, together with the Voluntary Liens, the "Mandatory Title Removal Items"). Seller's failure to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Buyer's election, shall constitute a Seller Default pursuant to Section 17(b) and Buyer shall be entitled to such remedies as are set forth in Section 17(b).

(h) Title as Seller Can Convey. Notwithstanding anything in this Section 4 above to the contrary, Buyer may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller.

5. Inspection. Seller agrees that Buyer and its agents, at Buyer's sole cost and expense, but with the cooperation of Seller to the extent necessary, will be permitted for a period ending forty-five (45) days following the Effective Date (the "Inspection Period") to enter and access the Property to conduct such analysis and inspections of the Property as deemed necessary by Buyer to confirm that the Property is suitable for Buyer's intended use and to enter upon, survey and conduct non-invasive inspections of the Property (the "Inspections"), but such Inspections and tests shall not damage the Property in any respect. To the extent the Property is damaged from the Inspections, Buyer shall, as reasonably practicable, restore the Property to its condition prior to the Inspections. If the Property is not acceptable to Buyer (in its sole discretion) at the end of the Inspection Period, Buyer shall have the option to either waive the unsatisfied objections and proceed to complete this transaction, or terminate this Agreement by notice to Seller within five (5) business days after the end of the Inspection Period, in which case Buyer shall receive an immediate refund of the Earnest Money.

6. Representations of Seller. Seller makes the following representations and warranties to Buyer:

(a) Authority; No Conflicts. Seller has the authority to execute this Agreement, and the execution of this Agreement does not violate or breach any other agreement of which Seller is a party.

(b) Seller. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.

(c) Title. Seller has good and valid title to the Property, free and clear of all encumbrances, except the Permitted Title Exceptions.

(d) Notice. Except as disclosed in writing to Buyer, Seller has received no notice from any local, municipal, regional, state or federal authority that there currently exists any violation of any applicable statutes, laws, codes, ordinances, regulations or requirements which will prohibit the use and occupancy of the Property by Buyer for its intended and appurtenant purposes or that would require any remedial or corrective action in connection with the Property.

(e) Claims. There are no pending or threatened claims, suits, actions, tax appeals or arbitrations or any regulatory, legal or other proceedings or investigations relating to the Property.

(f) Leases/Contracts. The Property is not subject to any tenancies, leases, occupancy agreements or any other contracts (whether written or oral) affecting the Property that will not be terminated prior to Closing.

(g) Regulations. There are no laws, statutes, ordinances, buildings or use restrictions or zoning regulations now applicable to the Property that prohibit any of the uses presently being made thereof and none of such uses constitute in whole or in part, a nonconforming use. Seller will give Buyer prompt written notice of any such law, statute, ordinance, restriction or regulation arising subsequent to the date hereof and prior to the Closing to the extent Seller acquires notice thereof.

(h) Assessments. Seller has no knowledge of any assessments for public improvements against the Property that remain unpaid, including without limitation, those for construction of sewer, water lines or mains, streets, sidewalks and/or curbs.

(i) Liens. All bills for services, labor and materials contracted by Seller shall have been or will be paid prior to the Closing and at Closing there will be no liens or lienable claims arising from labor performed or materials supplied at the request of Seller affecting the Property.

(j) Environment. To the best of Seller's knowledge, the Property, including the improvements thereon, does not contain "hazardous materials", "hazardous waste" or "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.* or any other federal or state statute of similar kind in violation of applicable law. To the best of Seller's knowledge, neither Seller nor any other person has ever caused or permitted any "hazardous materials", "hazardous waste" or "hazardous substances" to be placed, held, located or disposed of on, under or at the Property or any part thereof in violation of applicable law. No investigation, administrative

order, consent order and agreement, litigation or settlement with respect to any hazardous materials”, “hazardous waste” or “hazardous substances” to be placed, held, located or disposed of on, under or at the Property or any part thereof in violation of applicable law (i) is in existence or anticipated by Seller, or (ii) to Seller’s knowledge, is proposed or threatened.

The representations and warranties of Seller above shall survive the Closing and will not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

7. Notices to Buyer. Seller will give Buyer prompt written notice of any investigation or litigation relating to the Property or this Agreement, whether threatened, anticipated or in existence, arising subsequent to the date hereof and prior to the Closing to the extent Seller acquires knowledge thereof.

8. “As Is”. Except for Seller’s representations and warranties in Section 6 of this Agreement and Seller’s warranty of title to the Property in the Deed, as defined below, Buyer agrees and acknowledges that Seller has not made any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, and that Buyer is not relying on any warranty, representation or covenant, express or implied, with respect to the Property, and that Buyer is acquiring the Property in an “AS IS” condition with all faults.

9. Taxes and Prorations. The Seller shall pay in full: (i) all special assessments against the Property up to and as of the date of Closing, whether or not payable in installments; (ii) all taxes, other than general ad valorem taxes for the current calendar year, which are a lien on the Property up to and as of the date of Closing, and (iii) the cost of any item of workmanship or material furnished on or prior to the date of Closing that is or may become a lien on the Property. General ad valorem taxes for the current calendar year shall be prorated between the Seller and Buyer as of the date of Closing, provided that, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year.

10. Risk of Loss; Damage or Taking.

(a) If prior to the Closing any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement, except as otherwise provided in Section 10(b) of this Agreement. If this Agreement is not terminated in strict accordance with such Section 10(b), Buyer shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by Seller to Buyer at the Closing. Buyer shall also receive a credit against the Purchase Price for any deductible applicable under any insurance policy (less any reasonable sums expended by Seller for repair or restoration through the Closing Date). Buyer and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment in the event the Property shall be taken or damaged or destroyed by fire or other casualty.

(b) If prior to the Closing Date any portion of the Property shall be: (i) taken by any condemnation or eminent domain which permanently and materially impairs the current use of the Property; or (ii) damaged or destroyed by fire or other casualty and the cost of repair

exceeds \$5,000.00, then Buyer may terminate this Agreement by giving Seller and the Title Company written notice thereof ("Buyer's Termination Notice") within fifteen (15) days from the date Buyer receives written notice of any such taking, fire, or other casualty. Upon receipt of Buyer's Termination Notice, the Title Company shall refund to Buyer the Earnest Money and upon such refund being made, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

11. Buyer's Contingencies. The obligation of Buyer to purchase the Property pursuant to the provisions of this Agreement is contingent upon the following (any or all of which may be waived, in whole or in part, by Buyer):

- (a) Seller shall have delivered to Buyer each item described in Section 13(a) below, except as may be specifically waived in writing by Buyer;
- (b) the Property shall be in substantially the same condition (including, without limitation, physical, zoning, tenant circumstances and title) at the Closing, as the condition in which it was at the termination of the Inspection Period; and
- (c) all representations and warranties by Seller in this Agreement shall be true and correct in all material respects as of the Closing.

12. Closing. Closing of the transaction described herein (the "Closing") shall be held at the offices of the Title Company within ten (10) days following the end of the Objection Period (the "Closing Date"), or such earlier or later date as the parties may agree to in writing.

13. Events Occurring at Closing.

- (a) Seller's Performance. Seller shall deliver to Buyer, in form and content acceptable to Buyer:
 - (i) A general warranty deed (the "Deed"), fully and duly executed and acknowledged, conveying fee simple title in and to the Property to Buyer and subject only to the Permitted Title Exceptions, if any.
 - (ii) A "bills paid affidavit" as required by the Title Company and Buyer, executed by Seller, verifying that, among other things, there are no unpaid bills for labor performed, material supplied or services provided for or to the Property prior to the Closing that would give rise to a materialman's or mechanic's lien.
 - (iii) Current tax statements, if available and if not previously provided.
 - (iv) A Non-Foreign Affidavit stating, under penalty of perjury, that Seller is not a "foreign person" as required by the United States Internal Revenue Code of 1986, as amended.
 - (v) All keys, key cards, and access codes to any portion of the Property.

(vi) Such other instruments and documents as may reasonably be deemed necessary by the Title Company or Buyer or otherwise necessary to consummate the transactions contemplated by this Agreement.

(b) Buyer's Performance. Buyer shall deliver to Seller any remaining cash balance of the Purchase Price (less prorations, credits and other adjustments); any other instruments and documents as may reasonably be deemed necessary by the Title Company.

14. Closing Costs.

(a) Seller's Costs. Seller shall pay the following costs and expenses in connection with the Closing: (i) costs to prepare and record title curative documents, if any; (ii) the title examination fees and title insurance premiums, if applicable, for any owner's policy of title insurance the Buyer elects to purchase; and (iii) one-half of the escrow or Closing fee charged by the Title Company. Seller shall also pay the commission to Buyer's Broker as set forth in Section 18 and any brokerage commission on account of any real estate broker, or real estate company, agent or any other consultant or finder claiming a commission or fee for services of any kind in connection with the transaction contemplated hereby, by, through, or under Seller.

(b) Buyer's Costs. Buyer shall pay the following costs and expenses in connection with the Closing: (i) recording fees for the Deed; (ii) the cost of any endorsements to the owner's policy of title insurance the Buyer elects to purchase; (iii) the cost of the Survey; and (iv) one-half of the escrow or Closing fee charged by the Title Company.

(c) Other Costs. All other costs and expenses incurred by Seller or Buyer with respect to the consummation of the transaction contemplated by this Agreement, including but not limited to attorneys' fees of each party, are to be borne and paid exclusively by the party incurring same, without reimbursement, except as otherwise provided in this Agreement.

15. Possession. Possession of the Property shall be delivered to Buyer at Closing.

16. Attorneys' Fees. In the event this Agreement is turned over to an attorney for enforcement by either Buyer or Seller, the prevailing party shall be entitled to costs of enforcement, including but not limited to reasonable attorney's fees, whether or not a suit is actually filed.

17. Breach.

(a) If Buyer shall default in the observance or performance of Buyer's obligations under this Agreement and the Closing does not occur as a result thereof (a "Buyer Default"), Seller's sole and exclusive remedy shall be to retain the Earnest Money, and any interest earned thereon, as liquidated damages for such Buyer Default. Upon payment of the Earnest Money and any interest earned thereon to Seller, this Agreement shall be terminated and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND BUYER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES THAT SELLER MAY SUFFER UPON A BUYER DEFAULT AND THAT THE EARNEST MONTY AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A BUYER

DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a "Seller Default"), Buyer's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and the Title Company, and the Title Company or Seller, as applicable, shall return the Earnest Money to Buyer, with the interest earned thereon, if any, whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, and if Buyer prevails thereunder, Seller shall reimburse Buyer for all reasonable legal fees, court costs, and all other reasonable costs of such action. Notwithstanding the foregoing, if Seller shall willfully default in its obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to Buyer as a result thereof, then Buyer shall: (x) have the right to receive a return of the Earnest Money; and (y) be entitled to (and Seller shall reimburse Buyer for), which reimbursement obligation shall survive the termination of this Agreement, reimbursement for the expenses, if any, actually incurred by Buyer for: (1) title examination, survey, and municipal searches, including the issuance of the Title Commitment and any continuation thereof, without issuance of a title insurance policy; (2) fees paid to Buyer's engineer for preparing any environmental and engineering reports with respect to the Property; and (3) the actual and reasonable third-party costs incurred by Buyer in connection with the negotiation of this Agreement and Buyer's due diligence with respect to the Property, including, without limitation, reasonable attorneys' fees (collectively "Buyer's Costs").

(c) Upon the release of the Earnest Money, and any interest accrued thereon, to either Buyer or Seller, as the case may be, and reimbursement of Buyer's Costs (if applicable), this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

18. Brokerage Commissions – Buyer's Broker. Mike Murnan of Cushman & Wakefield has been acting as broker for Buyer in regard to the Property ("Buyer's Broker"), and Seller agrees to pay to Buyer's Broker a 5% commission from the proceeds of the sale of the Property, as provided above. Buyer's Broker is the only real estate broker, or real estate company, agent or any other consultant or finder claiming a commission or fee for services of any kind in connection with the transaction contemplated hereby, by, through, or under Buyer.

19. Notice. Any notice to be given to a party under this Agreement shall be deemed to be given on the date hand delivered to the party, or on the second business day following the date when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Buyer or Seller at the address set forth in the first paragraph of this Agreement. Written notification of address changes by either party may be made to the other in accordance with this Section.

20. Survival. The covenants, agreements, representations and warranties contained in this Agreement and in any covenants, agreements, representations and warranties contained in certificates

delivered pursuant hereto shall survive the Closing and shall inure to the benefit of the parties and their respective successors and assigns.

21. Agreement Binding. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. To the extent there should be more than one seller hereunder, the obligations, covenants, representations, warranties and agreements of Seller shall be joint and several obligations, covenants, representations, warranties and agreements.

22. Time of the Essence. Time shall be of the essence with respect to this Agreement. In the event any day for the giving of notice, objection, inspection, Closing or otherwise applicable hereto should fall on a Saturday, Sunday or legal holiday, the giving of such notice, objection, inspection, Closing or otherwise may be delayed until the next succeeding business day.

23. Entire Agreement. This Agreement (including its recitals and exhibits) constitutes the entire agreement between the parties with respect to the subject matter hereof, and this Agreement and all documents executed in connection herewith supersedes all previous negotiations, discussions and agreements between the parties in connection with the sale of the Property and no parol evidence of any prior or other agreement with respect thereto shall be permitted to contradict or vary the terms hereof. This Agreement may be amended only by a written instrument executed by Seller and Buyer. The provisions of this Agreement may not be waived except by written agreement of the party against whom a waiver shall be asserted.

24. Assignment. This Agreement may not be assigned by either party, in whole or in part, without the prior written consent of the other party; provided, however, Buyer shall be entitled to assign this Agreement to an entity created by or controlled by Buyer for the purpose of acquiring the Property.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

26. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the other provisions hereof, and this Agreement shall be construed and enforced as if such provision had not been included herein.

27. Recording. This Agreement shall not be recorded by either party hereto.

28. Confidentiality. Each party agrees to use all reasonable efforts to keep confidential any non-public information in connection with this Agreement, specifically including, without limitation, the Purchase Price for the Property, the terms of this Agreement, and any other non-public information supplied to it by the other party (or any of its affiliates, directors, officers, employees and representatives); provided that nothing herein shall limit the disclosure of any information (a) to the extent required by law if (unless prohibited by law) the disclosing party gives the other party prior notice of such disclosure and uses a good faith effort to maintain its confidentiality after disclosure, or (b) to any permitted assignee so long as such assignee agrees to be bound by the terms and provisions of this Section 28.

29. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The parties agree that this Agreement and any related documents may be electronically signed via DocuSign, Adobe Sign or a

similar electronic signature service. Electronic signatures will be deemed original signatures for all purposes under this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year so indicated for each party herein below.

SELLER:

City of Arkansas City, a Kansas municipal corporation

By: _____
Name: Randy Frazer
Title: City Manager
Date: _____

BUYER:

ONE Gas, Inc., an Oklahoma corporation

By: _____
Name: Mark Bender
Title: Senior VP Administration & CIO
Date: _____



City Commission Agenda Item

Meeting Date: July 16, 2024
From: Jennifer Waggoner, Finance Director/Treasurer
Item: Resolution of Intent to Exceed Revenue Neutral Rate

Purpose: Consider a Resolution approving the notice of intent to exceed the Revenue Neutral Rate (RNR) and set the date for a public hearing at 5:30 p.m. on September 3, 2024, for the purpose of hearing and answering objections of taxpayers relating to the Revenue Neutral Rate and the amount of ad valorem tax and proposed use of all funds. **(Voice Vote)**

Background:

Senate Bill 13 requires the governing body to notify the county clerk of its proposed intent to exceed the revenue neutral rate and provide the date, time and location of the public hearing and its proposed tax rate. This must be done on or before July 20, 2024.

Annually, between August 20th and September 20th taxing subdivisions hold their RNR Hearings per K.S.A. 79-2988. If a date other than September 3rd is preferred, keep in mind that the hearing must be held by September 20, 2024.

Commission Options:

1. Approve the Resolution
2. Disapprove the Resolution
3. Table the Resolution for further discussion

Fiscal Impact:

Amount:

Fund: Department: Expense Code:

Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:

Randy Frazer, City Manager

A RESOLUTION OF THE CITY OF ARKANSAS CITY, KANSAS REGARDING THE GOVERNING BODY’S INTENT TO LEVY A PROPERTY TAX EXCEEDING THE REVENUE NEUTRAL RATE.

WHEREAS, the Revenue Neutral Rate for the City of Arkansas City, KS was calculated as 57.544 mills by the Cowley County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Arkansas City, KS will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body intends to hold a hearing and hear testimony from all interested taxpayers desiring to be heard as required by state law.

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

SECTION ONE: The Governing Body of the City of Arkansas City, KS hereby sets a public hearing regarding its intention to exceed the Revenue Neutral Rate for September 3, 2024, at 5:30 PM to be held at City Hall, 118 W Central Ave., Arkansas City, KS and directs that notice of the public hearing be given as required by state law.

SECTION TWO: The Governing Body of the City of Arkansas City, KS expresses its intention to exceed the Revenue Neutral Rate with a proposed mill levy of _____ mills.

SECTION THREE: The Governing Body of the City of Arkansas City, KS directs the City Clerk to provide this resolution to the Cowley County Clerk as notice of the City’s proposed intent to exceed the Revenue Neutral Rate.

SECTION FOUR: This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 16th day of July, 2024.

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2024-07-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on July 16, 2024, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



**CITY OF ARKANSAS CITY, KANSAS
FINANCIAL SUMMARY
Year-To-Date June 30, 2024**

Fund	Cash Summary						Budget Summary			
	1/1/2024 Beginning Cash Balance	Prior Year Encumbrances/ Adjusting Entries	Receipts	Disbursements	Change in Assets/Liabilities	06/30/2024 Ending Cash Balance	Budget	Encumbrances	Budget Variance Favorable (Unfavorable)	% Remaining (50%)
01 - GENERAL FUND	\$ 2,836,988.58	\$ 209,743.29	\$ 7,803,425.25	\$ 5,249,876.68	\$ (504,783.25)	\$ 4,676,010.61	\$ 14,115,945	\$ 344,483.61	\$ 8,521,585	60%
15 - STORMWATER FUND	\$ 467,706.16	\$ -	\$ 206,577.93	\$ 96,289.19	\$ (32,945.14)	\$ 545,049.76	\$ 443,070	\$ -	\$ 346,781	78%
16 - WATER FUND	\$ 3,720,338.54	\$ 111,861.25	\$ 2,902,215.82	\$ 2,962,880.79	\$ (625,364.30)	\$ 2,922,448.02	\$ 5,937,448	\$ 310,999.18	\$ 2,663,568	45%
18 - SEWER FUND	\$ 4,510,945.03	\$ 54,590.00	\$ 2,311,081.27	\$ 835,835.94	\$ (702,507.30)	\$ 5,229,093.06	\$ 2,976,359	\$ 85,060.32	\$ 2,055,463	69%
19 - SANITATION FUND	\$ 1,610,295.01	\$ 205,671.48	\$ 1,174,551.45	\$ 638,155.40	\$ (253,482.63)	\$ 1,687,536.95	\$ 1,882,780	\$ -	\$ 1,244,625	66%
20 - SPECIAL RECREATION FUND	\$ 49,082.60	\$ -	\$ 9,800.54	\$ -	\$ -	\$ 58,883.14	\$ 70,425	\$ -	\$ 70,425	100%
21 - SPECIAL STREET FUND	\$ 564,297.00	\$ -	\$ 633,676.67	\$ 216,166.60	\$ (3,397.40)	\$ 978,409.67	\$ 715,100	\$ -	\$ 498,933	70%
23 - TOURISM/CONVENTION FUND	\$ 110,708.22	\$ -	\$ 82,727.12	\$ 62,892.60	\$ -	\$ 130,542.74	\$ 272,922	\$ -	\$ 210,029	77%
26 - SPECIAL ALCOHOL FUND	\$ 85,992.76	\$ -	\$ 9,800.54	\$ 5,705.19	\$ (4,391.46)	\$ 85,696.65	\$ 111,739	\$ -	\$ 106,034	95%
27 - PUBLIC LIBRARY FUND	\$ 8,553.94	\$ -	\$ 400,076.47	\$ 400,076.47	\$ (8,553.94)	\$ -	\$ 454,974	\$ -	\$ 54,898	12%
29 - SPECIAL LAW ENF TRUST FUND	\$ 2,848.48	\$ -	\$ -	\$ -	\$ -	\$ 2,848.48	Not a Budgeted Fund			
31 - LAND BANK FUND	\$ 16,608.90	\$ -	\$ 1.00	\$ 120.27	\$ -	\$ 16,489.63	\$ 21,451	\$ -	\$ 21,331	99%
32 - MUNICIPALITIES FIGHT ADDICTION FUND	\$ 32,235.16	\$ -	\$ 8,179.90	\$ -	\$ -	\$ 40,415.06	\$ 59,253	\$ -	\$ 59,253	100%
43 - BOND & INTEREST FUND	\$ 160,927.81	\$ -	\$ 2,096,201.40	\$ 1,133,938.10	\$ -	\$ 1,123,191.11	\$ 2,611,836	\$ -	\$ 1,477,898	57%
44 - HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 1,159,229.22	\$ 1,159,229.22	\$ -	\$ -	\$ 2,500,000	\$ -	\$ 1,340,771	54%
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ 30,403.17	\$ -	\$ 50,875.97	\$ -	\$ -	\$ 81,279.14	\$ 252,800	\$ -	\$ 252,800	100%
53 - MUNICIPAL COURT FUND	\$ 9,515.63	\$ 13,979.42	\$ 4,463.79	\$ -	\$ 5,893.84	\$ 5,893.84	Not a Budgeted Fund			
54 - EQUIPMENT RESERVE FUND	\$ 184,746.02	\$ -	\$ -	\$ -	\$ -	\$ 184,746.02	Not a Budgeted Fund			
57 - CID SALES TAX FUND	\$ -	\$ -	\$ 37,829.15	\$ 37,829.15	\$ -	\$ -	\$ 85,000	\$ -	\$ 47,171	55%
68 - CAPITAL IMPROVEMENT FUND	\$ 1,558,692.81	\$ -	\$ 62,966.36	\$ 42,214.21	\$ (7,577.48)	\$ 1,571,867.48	Not a Budgeted Fund			
TOTALS	\$ 15,960,885.82	\$ 595,845.44	\$ 18,953,679.85	\$ 12,841,209.81	\$ (2,137,109.06)	\$ 19,340,401.36	\$ 32,511,102.00			

INDEBTEDNESS:

2019 PBC	\$ 15,955,000
GO 2020 REFUNDING & IMPROVEMENT BOND	\$ 16,115,000
GO 2022 TAXABLE STROTHER FIELD	\$ 4,290,000
GO 2023 TAXABLE LAND PURCHASE	\$ 515,000
2019 FERRARA PUMPER TRUCK LEASE	\$ 301,400
2021 RAVO STREET SWEEPER	\$ 43,290
2023 WWTP SRF LOAN	\$ 9,081,600
TOTAL	\$ 46,301,289

Note: Information is Unaudited