



# City Commission Meeting

October 17, 2023 at 5:30 PM

118 W Central Ave, Arkansas City, KS

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Please join our meeting <https://global.gotomeeting.com/join/721725173>  
Or dial in using your phone: United States: +1 (872) 240-3212 Access Code: 721 725 173

## 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. Recognition of Visitors/Staff

1. Recognize Officer Madison Pickett for her recent promotion to the rank of Master Police Officer.

## 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 October 3, 2023, regular meeting minutes as written.
2. Ratify Mayor Diana Spielman's appointment of Robin Henderson to the Northwest Community Center Board.

## IV. Old Business

1. A Resolution authorizing the City of Arkansas City to transfer the current fund balance in the Legacy Foundation, from the Friends of Wilson Park fund to the Ark City Pickleball fund. **(Voice Vote)**

## V. New Business

### City Attorney Department

1. A Resolution authorizing the City of Arkansas City to approve a temporary extension of licensed premise at The Sandbar, to allow a Parklet Hospitality Area on public property, located at 408 S. Summit St. **(Voice Vote)**

### City Manager Department

1. A motion approving a bid for the purchase of Taxable General Obligation Bonds, Series 2023. **(Voice Vote)**
2. An Ordinance authorizing and providing for the issuance of Taxable General Obligation Bonds, Series 2023, of the City of Arkansas City, Kansas. **(Roll Call Vote)**
3. A Resolution authorizing and directing the sale and delivery of Taxable General Obligation Bonds, Series 2023, to the City of Arkansas City, Kansas. **(Voice Vote)**

## Fire/EMS Department

- [1.](#) A Resolution authorizing the City of Arkansas City to purchase a 2026 E450 Ford Ambulance from Emergency Medical Services Supply/Osage Ambulances of Jefferson City, MO, for an amount not to exceed \$321,033.61. **(Voice Vote)**
- [2.](#) A Resolution authorizing the City of Arkansas City to execute a professional services agreement with Dr. Patrick T. Blachford as Medical Director increasing his salary by five percent, repealing all previous contracts. **(Voice Vote)**

## Police Department

- [1.](#) An Ordinance amending Chapter 2, Article IV of the City of Arkansas City Municipal Code, modifying Section 2-279 to incorporate financial responsibility to the provisions for a chief of police as required by national accreditation standards, and repealing Ordinance 2021-09-4539. **(Roll Call Vote)**

## **VI. Items for Discussion by City Commissioners**

- [1.](#) Proposal for property development growth from Jim Sybrant.

## **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 three (3) minutes.*

## **VIII. City Manager Reminders & Updates**

## **IX. Executive Session**

1. Recess into executive session to discuss the City Manager's contract, pursuant to K.S.A. 75-4319(b)(1), personnel matters of nonelected personnel.

## **X. Financial Summary**

- [1.](#) September 2023 Financial Summary

## **XI. Adjournment**



# City Commission Agenda Item

**Meeting Date:** October 17, 2023  
**From:** Eric Burr, Chief of Police  
**Item:** Police Department Promotion

**Purpose:** Recognize Officer Madison Pickett for her recent promotion to the rank of Master Police Officer.

**Background:**

Officer Madison Pickett was promoted to the rank of Master Police Officer effective 10/7/23.

**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



# City Commission Agenda Item

**Meeting Date:** October 17, 2023  
**From:** Tiffany Parsons, City Clerk  
**Item:** Approve the October 3, 2023, Regular Meeting Minutes

**Purpose:** Approve the October 3, 2023, 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





# City Commission Agenda Item

**Meeting Date:** October 17, 2023  
**From:** Mayor, Diana Spielman  
**Item:** City Board Appointment

**Purpose:** Ratify Mayor Diana Spielman’s appointment of Robin Henderson to the Northwest Community Center Board.

**Background:**

Robin has expressed an interest in serving on this committee. Currently serving as board chair for the City of Ark-City Beautification Advisory Board and serving on the Cowley County Community Corrections Board and is willing to come off one board to serve on the one.

She is lead coordinator of Juneteenth Celebration Cowley County. A founder and former vice chair of Cowley House of Hope Homeless Initiative, former Community Health Center in Cowley County board member (Quality Control). Has served as former Chair for Breastfeeding Advocates of Cowley County Coalition and been an annual Tacolalah committee member. Recipient of the Ark-City Rotary Club Service Above Self Honor, Robin strives to have continued involvement in ongoing humanitarian efforts to strengthen the Cowley County Community.

The Board and Mayor Spielman recommend Robin Henderson be appointed to the Northwest Community Center Board.

**Commission Options:**

1. Approve with consent agenda.
2. Remove from consent agenda to new business for further consideration.

**Approved for Agenda by:**

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

Randy Frazer, City Manager



# Volunteer Form Boards, Commissions and Committees

Name: ROBIN HENDERSON Application Date: 7/21/2023

Home Address: [REDACTED]

Email: [REDACTED] Phone: [REDACTED]

Current Employer: Eagle Nest Inc.

Job Title: Executive Director Years Lived in Arkansas City: 18

Community and Professional Activities/Associations/Honors/Organizations:

*Current board chair for the City of Ark-City beautification Advisory board, serves on Cowley County Community Corrections board, a founder of and former vice chair of Cowley house of hope homeless initiative, former Community Health Center in Cowley County board member (Quality Control), former Chair for Breastfeeding Advocates of Cowley County Coalition; Annural tacolalah committee member. Lead coordinator of Juneteenth Celebration Cowley County. Recipient of Ark-City Rotary Club Service Above Self Honor. Continued Involvement in ongoing humanitarian efforts to strengthen the Cowley County Community.*

Previous Civic Experience (please list any appointed or elected positions you have held in the past):

*Beautification and Tree Advisory Board 6 years*

Appointment(s) you are applying for [please indicate all of your choice(s) — when a vacancy occurs, you will be contacted; also, please note you may serve on only two (2) of these boards at one time]:

- |                                                                                                                                 |                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> ACPL (Public Library) Board of Trustees                                                                | <input checked="" type="checkbox"/> Northwest Community Center Board |
| <input type="checkbox"/> Beautification and Tree Advisory Board                                                                 | <input type="checkbox"/> Outstanding Student Award Committee         |
| <input type="checkbox"/> Building Trades Board<br><i>*Professional certification required - call (620) 441-4412 or 441-4420</i> | <input type="checkbox"/> Planning Commission / Board of Zoning       |
| <input type="checkbox"/> Capital Improvement Planning Committee                                                                 | <input type="checkbox"/> Public Building Commission                  |
| <input type="checkbox"/> City Commission <i>(only if vacancy occurs)</i>                                                        | <input type="checkbox"/> Recreation Commission                       |
| <input type="checkbox"/> Community Spirit Award Committee                                                                       | <input type="checkbox"/> SCKMC (Hospital) Board of Trustees          |
| <input type="checkbox"/> Equal Opportunity & Accessibility Board                                                                | <input type="checkbox"/> Traffic Safety Committee                    |
| <input type="checkbox"/> Historic Preservation Board                                                                            | <input type="checkbox"/> Visit Ark City Board of Trustees            |

Please indicate why you are interested in serving and what skills you might contribute:

*Cowley County Committee Corrections Board is not listed! I am also interested in the appointment of this board.*

Signature: Robin Henderson Date: 7/21/2023

I agree that this application may be electronically signed and that the electronic signature appearing on this agreement is the same as my handwritten signature for the purpose of validity and admissibility.

**~~~~APPLICANTS MUST BE APPOINTED BY THE MAYOR WITH THE CONSENT OF THE CITY COMMISSION~~~~**

Mail or deliver to:  
Tiffany Parsons, City Clerk  
Email: [tparsons@arkansascityks.gov](mailto:tparsons@arkansascityks.gov)  
118 W Central Ave | Arkansas City, KS 67005  
Or click the submit button for this form to be emailed:

**Submit Form**

**OFFICE USE ONLY:**

Received Date: \_\_\_\_\_ Commission Mtg Date: \_\_\_\_\_ Appointed Date: \_\_\_\_\_

Info sent to Board Liaison:  Notification Letter Date: \_\_\_\_\_ New Board Member Guide:



# City Commission Agenda Item

Section IV, Item 1.

**Meeting Date:** October 17, 2023  
**From:** Randy Frazer, City Manager  
**Item:** Transfer fund balance in the Legacy Foundation from Friends of Wilson Park to Ark City Pickleball fund

**Purpose:** A Resolution authorizing the City of Arkansas City to transfer the current fund balance in the Legacy Foundation, from the Friends of Wilson Park fund to the Ark City Pickleball fund. **(Voice Vote)**

A dedicated and passionate group of pickleball enthusiasts has approached the Legacy Foundation with a proposal to establish the "Ark City Pickleball Fund." The primary goal of this fund is to raise essential funds for the construction of pickleball courts at Wilson Park within our community.

The purpose of this request is to initiate the process and transfer the fund balance from the Friends of Wilson Park Fund to the Ark City Pickleball Fund.

The Ark City Pickleball Fund will serve as the centralized repository for all contributions, donations, and fundraising efforts aimed at supporting the construction and maintenance of pickleball courts at Wilson Park. This arrangement ensures transparency and accountability in the allocation and utilization of these resources.

**Background:** The Friends of Wilson Park Fund was established to raise funds for the implementation of the master plan for Wilson Park. To date, there has been limited progress in executing this plan, as the initial fund balance remains unused. The Legacy Foundation has conducted a review of the donations made to the Friends of Wilson Park Fund and has determined that there are no specific restrictions on the funds. The members of the Legacy Board support the proposed transfer.

With the authorization of the Commission, the City Manager will initiate the transfer of the current fund balance, which amounts to \$14,858.32, from the Friends of Wilson Park Fund to the Ark City Pickleball Fund. This action will effectively close the Friends of Wilson Park Fund. If the City of Arkansas City intends to pursue a similar partnership with the Legacy Foundation in the future, a new agreement will be necessary and must be drafted and signed.

**Staff recommends moving forward with this transfer as there have been other funds discovered since our last meeting that already exist within the Legacy Foundation that will be able contribute to the upkeep of Wilson Park. More information about these funds will be discussed at work session and at the commission meeting.**

**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



**RESOLUTION NO. 2023-10-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO TRANSFER THE CURRENT FUND BALANCE IN THE LEGACY FOUNDATION, FROM THE FRIENDS OF WILSON PARK FUND TO THE ARK CITY PICKLEBALL FUND.**

**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, Kansas, to transfer the current fund balance in the Legacy Foundation, from the Friends of Wilson Park fund to the Ark City Pickleball fund.

**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 17<sup>th</sup> day of October 2023.

(Seal)

\_\_\_\_\_  
Diana L. Spielman, 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. 2023-10-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on October 17, 2023, as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Tiffany Parsons, City Clerk



# City Commission Agenda Item

**Meeting Date:** October 17, 2023  
**From:** City Attorney Larry Schwartz  
**Item:** Parklet Hospitality Area – 408 S. Summit

**Purpose:** A Resolution authorizing the City of Arkansas City to approve a temporary extension of licensed premise at The Sandbar, to allow a Parklet Hospitality Area on public property, located at 408 S. Summit St.

**Background:**

Owner Brandi Webb of The Sandbar has requested the Governing Body of Arkansas City, KS allow temporary extension of licensed premise, to incorporate a parklet hospitality area in front of their business beginning Wednesday, October 25<sup>th</sup> through Saturday, October 28<sup>th</sup>, 2023. The Sandbar will rope off a designated portion of parking spaces in front of their businesses as the parklet hospitality area and place appropriate signs identifying the boundaries of such area. This designated area does leave the sidewalk open for pedestrians. More specifics and conditions are set forth in the resolution.

**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 AUTHORIZING THE CITY OF ARKANSAS CITY APPROVE A TEMPORARY EXTENSION OF LICENSED PREMISE AT THE SANDBAR, TO ALLOW A PARKLET HOSPITALITY AREA ON PUBLIC PROPERTY, LOCATED AT 408 S. SUMMIT ST.**

**WHEREAS:** The Sandbar has requested the Governing Body of Arkansas City, KS allow temporary extension of licensed premise, to incorporate a Parklet Hospitality Area in front of their business beginning Wednesday, October 25<sup>th</sup> through Saturday, October 28<sup>th</sup>, 2023. The Sandbar will rope off a designated portion of parking spaces, deemed as the Parklet Hospitality Area, and place appropriate signs identifying the boundaries of such area; and

**WHEREAS:** the Sandbar owner(s) have provided reasonable assurances that they will take all necessary precautions to ensure the property is used in full compliance with applicable state and local law; and

**WHEREAS:** the Sandbar must also apply and be approved for a temporary extension of premises by the State Alcoholic Beverage Control. This approved resolution must accompany the state application.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF ARKANSAS CITY, KANSAS:**

**SECTION ONE:** The Board of City Commissioners of the City of Arkansas City hereby authorizes the City to approve a Temporary Extension of License Premise at The Sandbar to allow a Parklet Hospitality Area on public property located at 408 S. Summit St, to sell and serve alcoholic liquor by the drink for consumption on the licensed premises, subject to the following terms and conditions:

1. The Sandbar, LLC shall take all necessary precautions to ensure compliance with all other provisions of the State Law and the Arkansas City Municipal Code, including the Uniform Public Offense Code.
2. No person younger than twenty-one (21) years of age shall be served alcohol, and precautions shall be taken to ensure this does not occur.
3. Size and Dimensions: The maximum width of the Parklet Hospitality Area shall be the area between the curb and travel lane of the parking spaces it replaces but may not encroach into the pedestrian walking area.
4. Permitted Location: The Parklet Hospitality Area located in abled parking spaces may use up to a maximum of three combined parking spaces. A 2 ft minimum perimeter buffer from the travel lane and any adjacent parking spaces or curbs must be maintained for safety.
5. Fencing and Security: The premises must be fully gated or otherwise enclosed by temporary fencing, rope, or other material with the use of reflective tape or cones as an added safety measure. The height of the barrier shall not exceed 45 inches and must be at least 36 inches in height. Any place where the gating or other enclosure provides an opening for entrance and exit from the premises must be manned to ensure no one may leave the fenced premises with an open container of alcohol/cereal malt beverage.
6. Signs: Appropriate signs will be placed identifying the boundaries of the designated area, in a size and manner to provide notice to persons entering or leaving the area.
7. The Sandbar shall not allow a number of persons inside the premises in excess of the occupancy load established by approved authorities, if applicable.

- 8. Lighting: The addition of lighting elements, especially in the Parklet Hospitality area are encouraged. Licensees may not utilize any lighting that is dangerous to passing motorists, that flash, or could be mistaken as a traffic control device. Lights and electrical wires may be supported by vertical poles. Wiring and electrical cords shall not create a tripping hazard. Cords crossing above the sidewalk must provide a minimum 10-foot clearance above the sidewalk or the Parklet Hospitality Area. No open flames, including candles or use for cooking or heating food are allowed.
- 9. The Sandbar shall leave the premises in the same or similar condition as it existed prior to the permitted dates, and shall remove all gating, trash, seating, and other supplies from the event; and repair any damage, in a timely fashion.
- 10. This Temporary Extension of Premises shall apply only to the exterior portion of the Parklet Hospitality Area and shall not include any surrounding curtilage.

**SECTION TWO:** This Resolution will be in full force and effect from its date of passage by the Board of City Commissioners of the City of Arkansas City.

**PASSED AND RESOLVED** by the Governing Body of the City of Arkansas City, Kansas, on this 17th day of October, 2023.

(Seal)

\_\_\_\_\_  
Diana L. Spielman, 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. 2023-10-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on October 17, 2023, as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Tiffany Parsons , City Clerk





# City Commission Agenda Item

**Meeting Date:** October 17, 2023  
**From:** Randy Frazer, City Manager  
**Item:** Approve a Bid for Sale of Taxable General Obligation Bonds, Series 2023

**Purpose:** A motion approving a bid for the purchase of Taxable General Obligation Bonds, Series 2023.  
**(Voice Vote)**

**Background:**

Bids for the bond sale are due at 11:00 am on Tuesday, October 17, 2023, the day of the Commission Meeting. The commission is asked to evaluate the bids at the meeting and award the bonds to the successful bidder. All bonds shall be dated November 2, 2023, per the tentative financing schedule in alignment with the delivery of closing funds.

**Commission Options:**

1. Accept the bid of (Purchaser) and authorize and direct the execution of the bid form to sell the Bonds in compliance with the terms specified in the Notice of Bond Sale.
2. Do not accept the bid(s)

**Fiscal Impact:**

Amount:

Fund: Department: Expense Code:

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**




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Randy Frazer, City Manager



# City Commission Agenda Item

**Meeting Date:** October 17, 2023  
**From:** Randy Frazer, City Manager  
**Item:** Ordinance Authorizing Issuance of Taxable Obligation Bonds, Series 2023

**Purpose:** An Ordinance authorizing and providing for the issuance of Taxable General Obligation Bonds, Series 2023, of the City of Arkansas City, Kansas. **(Roll Call Vote)**

**Background:**

On October 3, 2023, pursuant to the laws of the State of Kansas applicable thereto, the City of Arkansas City Governing Body authorized the following improvements to be made in the City, as previously approved via Ordinance 2023-10-4594, to-wit:

Purchase and acquisition of certain real property consisting of approximately 101.75 acres generally located south of W. Skyline Road, west of N. 8th Street, north of Forrest Glenn addition, and east of N. 15th Street.

Authority Article 12, Section 5 of the Kansas Constitution.

The Series 2023 Bonds approved by this Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City.

**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



Gilmore & Bell, P.C.  
10/06/2023

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**ORDINANCE NO. 2023-10-[ ]**

**OF**

**THE CITY OF ARKANSAS CITY, KANSAS**

**PASSED**

**OCTOBER 17, 2023**

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**TAXABLE GENERAL OBLIGATION BONDS  
SERIES 2023**

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ORDINANCE NO. 2023-10-[ ]

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 2023, OF THE CITY OF ARKANSAS CITY, 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 Arkansas City, 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, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Commission of the City (the "Governing Body") has authorized the following improvements (the "Improvements") to be made in the City, to-wit:

<u>Project Description</u>	<u>Ord. No.</u>	<u>Authority</u>	<u>Amount</u>
Purchase and acquisition of certain real property consisting of approximately 101.75 acres generally located south of W. Skyline Road, west of N. 8th Street, north of Forrest Glenn addition, and east of N. 15th Street	2023-10-4594	Article 12, Section 5 of Kansas Constitution	\$610,500

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$525,000 of its general obligation bonds[, together with bid premium thereon,] to pay the costs of the Improvements; 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 ARKANSAS CITY, 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, including Article 12, Section 5 thereof, and statutes of the State, including K.S.A. 10-101 to 10-125, inclusive, and K.S.A. 10-620 *et seq.*, all as amended and supplemented.

**"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 Taxable General Obligation Bonds, Series 2023, dated November 2, 2023, authorized by this Ordinance.

**“City”** means the City of Arkansas City, 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.

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

**“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 Taxable General Obligation Bonds, Series 2023, of the City in the principal amount of \$525,000, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay costs of issuance of the Bonds.

**Section 3. Security for the Bonds.** The Bonds shall be general obligations of the City payable as to both principal and interest 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, 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 October 17, 2023 and **SIGNED** by the Mayor.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]



**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on October 17, 2023; that the record of the final vote on its passage is found on page \_\_\_\_ of journal \_\_\_\_; and that the Ordinance or a summary thereof was published in *The Cowley CourierTraveler* on October 21, 2023.

DATED: October 21, 2023.

\_\_\_\_\_  
Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

(PUBLISHED IN *THE COWLEY COURIERTRAVELER* ON OCTOBER 21, 2023)

**SUMMARY OF ORDINANCE NO. 2023-10-[ ]**

On October 17, 2023, the governing body of the City of Arkansas City, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 2023, OF THE CITY OF ARKANSAS CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The Series 2023 Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 118 W. Central, P.O. Box 778, Arkansas City, Kansas 67005-0778. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <https://www.arkcity.org/>.

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

DATED: October 17, 2023.

\_\_\_\_\_  
City Attorney



# City Commission Agenda Item

**Meeting Date:** October 17, 2023  
**From:** Randy Frazer, City Manager  
**Item:** Approve a Bid for Sale of Taxable General Obligation Bonds, Series 2023

**Purpose:** A Resolution authorizing and directing the sale and delivery of Taxable General Obligation Bonds, Series 2023, to the City of Arkansas City, Kansas. **(Voice Vote)**

**Background:**

Previously authorized by the proceeding ordinance. This resolution sets forth the details, authorizes and directs the sale of, and allows for the payment of the bonds.

**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

Gilmore & Bell, P.C.  
10/06/2023

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**RESOLUTION NO. 2023-10-[ ]**

**OF**

**THE CITY OF ARKANSAS CITY, KANSAS**

**ADOPTED**

**OCTOBER 17, 2023**

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**TAXABLE GENERAL OBLIGATION BONDS  
SERIES 2023**

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RESOLUTION NO. 2023-10-[ ]

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 2023, OF THE CITY OF ARKANSAS CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 2023-10-[ ] 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 \$525,000 to pay the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ARKANSAS CITY, 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, including Article 12, Section 5 thereof, and statutes of the State, including K.S.A. 10-101 to 10-125, inclusive, and K.S.A. 10-620 et seq., all as amended and supplemented from time to time.

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

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

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

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

**“Bond 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 Taxable General Obligation Bonds, Series 2023, 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 Arkansas City, 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.

**“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, 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 Taxable General Obligation Bonds, Series 2023 created pursuant to *Section 501* hereof.

**“Dated Date”** means November 2, 2023.

**“Debt Service Account”** means the Debt Service Account for Taxable General Obligation Bonds, Series 2023 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) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income 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.

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

**“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 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.

**“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 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 Taxable General Obligation Bonds, Series 2023 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.

**“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, 2024.

**“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.

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

(a) To the Issuer at:

City Hall  
118 W. Central  
P.O. Box 778  
Arkansas City, Kansas 67005-0778  
Fax: (620) 441-4426

(b) To the Paying Agent at:

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

(c) To the Purchaser:

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

(d) To the Rating Agency(ies):

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

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

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.

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

**“Ordinance”** means Ordinance No. 2023-10-[ ] 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.

**“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), 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 \$[\_\_\_\_\_]],[, less an underwriting discount of \$[\_\_\_\_\_]],[, less an original issue discount of \$[\_\_\_\_\_]].

**“Purchaser”** means [Purchaser], [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.

**“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.

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

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

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

**“Standard & Poor's” 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.

**“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 2039.]

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

[ **“2039 Term Bonds”** means the Bonds scheduled to mature in the year 2039.]

[ **“Term Bonds”** means collectively the [\_\_\_] Term Bonds[, the [\_\_\_] Term Bonds] and the 2039 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 \$525,000, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance.

**Section 202. Description of the 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]**

<b>Stated Maturity <u>September 1</u></b>	<b>Principal <u>Amount</u></b>	<b>Annual Rate <u>of Interest</u></b>	<b>Stated Maturity <u>September 1</u></b>	<b>Principal <u>Amount</u></b>	<b>Annual Rate <u>of Interest</u></b>
2025	\$[_____]	_____%	20333	\$	_____%
2026			2034		
2027			2035		
2028			2036		
2029			2037		
2030			2038		
2031			2039		
2032					]

[TERM BONDS

<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>
<u>September 1</u>	<u>Amount</u>	<u>of Interest</u>
2039	\$ _____	_____ %]

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 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 has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

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 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. Nonpresentation 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 relating to the Bonds is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Finance Director 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 Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Bonds.** The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the 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:

<u>Principal Amount</u>	<u>Year</u>
\$	

\*

\_\_\_\_\_  
\*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:

<u>Principal Amount</u>	<u>Year</u>
\$	[ ]*

\*Final Maturity]

[ (c) 2039 Term Bonds.] The 2039 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 2039 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	2039*

\*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 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, 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 Taxable General Obligation Bonds, Series 2023.
- (b) Debt Service Account for Taxable General Obligation Bonds, Series 2023 (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for Taxable General Obligation Bonds, Series 2023.



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) [An amount representing capitalized interest on the Bonds will be deposited to the Debt Service Account.

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

(b) 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; and (b) paying Costs of Issuance.

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 Clerk (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 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 law.

**Section 505. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the 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 506. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

**Section 507. 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 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.

**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.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

**Section 801. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the 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 802. 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 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 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 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, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the 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, 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 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 803. 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 804. 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. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

**Section 805. 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 806. Further Authority.** The officers and officials of the Issuer, including the Mayor, Finance Director and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 807. 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 808. Governing Law.** This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 809. 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 October 17, 2023.

(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 October 17, 2023, as the same appears of record in my office.

DATED: October 17, 2023.

\_\_\_\_\_  
Clerk

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**EXHIBIT A  
(FORM OF BONDS)**

**REGISTERED  
NUMBER** \_\_

**REGISTERED  
\$**

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

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF COWLEY  
CITY OF ARKANSAS CITY  
TAXABLE GENERAL OBLIGATION BOND  
SERIES 2023**

**Interest**                      **Maturity**                      **Dated**                      **CUSIP:**  
**Rate:** \_\_. \_\_%              **Date:** September 1, 23\_\_      **Date:** November 2, 2023      **040807** \_\_ \_\_

**REGISTERED OWNER:      CEDE & CO.**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Arkansas City, in the County of Cowley, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2024 (the “Interest Payment Dates”), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other



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

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

**Authorization of Bonds.** This Bond is one of an authorized series of Bonds of the Issuer designated "Taxable General Obligation Bonds, Series 2023," aggregating the principal amount of \$525,000 (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. Article 12, Section 5 of the Constitution, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Bonds constitute general obligations of the Issuer payable as to both principal and interest 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.

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

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

in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

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

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

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

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

**CITY OF ARKANSAS CITY, KANSAS**

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Mayor

ATTEST:

By: \_\_\_\_\_ (facsimile)  
Clerk



**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Bond is one of a series of Taxable General Obligation Bonds, Series 2023, of the City of Arkansas City, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: November 2, 2023

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

By \_\_\_\_\_

Registration Number: 0104-018-110223-\_\_\_\_

**LEGAL OPINION**

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

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

(PRINTED LEGAL OPINION)

**BOND ASSIGNMENT**

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

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or  
Taxpayer Identification No.

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

Signature guarantee:

By \_\_\_\_\_

**CERTIFICATE OF CLERK**

STATE OF KANSAS            )  
                                          ) SS.  
COUNTY OF COWLEY        )

The undersigned, Clerk of the City of Arkansas City, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of November 2, 2023.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Clerk

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on November 2, 2023.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Treasurer of the State of Kansas



# City Commission Agenda Item

**Meeting Date:** October 17, 2023  
**From:** Jeri Wheatley / Stuart Cassaboom FIRE-EMS  
**Item:** Ambulance Replacement

**Purpose:** A Resolution authorizing the City of Arkansas City to purchase a 2026 E450 Ford Ambulance from Emergency Medical Services Supply/Osage Ambulances of Jefferson City, MO, for an amount not to exceed \$321,033.61. **(Voice Vote)**

**Background:**

The Fire-EMS Department is requesting the purchase of a 2026 Osage Type III Super Warrior Ambulance on a E450 Ford Chassis to replace the current 2022 E450 Ford Ambulance.

This ambulance build would be completed in the spring of 2026. We would like approval to purchase from Emergency Service Supply/Osage Ambulances. Emergency Supply/Osage Ambulances have manufactured all of our current ambulances.

This project would be included in the 2026 budget.

**Commission Options:**

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

**Fiscal Impact:**

Amount: **\$321,033.61**

Fund: **01-General Fund** Department: **350-EMS** Expense Code: **7404-Ambulance**

Included in budget       Grant       Bonds       Other **Not Budgeted**

**Approved for Agenda by:**

Randy Frazer, City Manager

RESOLUTION NO. 2023-10-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO PURCHASE A 2026 E450 FORD AMBULANCE FROM EMERGENCY SERVICES SUPPLY/OSAGE AMBULANCES OF JEFFERSON CITY, MO, FOR AN AMOUNT NOT TO EXCEED \$321,033.61.**

**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, Kansas, to purchase a 2026 E450 Ford Ambulance from Emergency Services Supply/Osage Ambulances, for an amount not to exceed \$321,033.61.

**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 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 17th day of October, 2023.

(Seal)

\_\_\_\_\_  
Diana L. Spielman, 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. 2023-10-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on October 17, 2023. as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Tiffany Parsons, City Clerk



**Fire-EMS Dept. Ambulance Pruchase Replacement Bid Tabulation**

COMPANY	Emergency Services/Osage Ambulance Supply	American Response Vehicles
TRUCK MODEL	2026 Osage Super Warrior Type III Conversion	2024 AEV Traumahawk Type III Custom
CHASSIS	Ford E450	Ford E450
COT	Styker Power Load & Power-Pro XT	Styker Power Load & Power-Pro XT
COT COST	\$ 50,743.61	Included total price
TOTAL COST	\$ 270,290.00	\$ 356,702.50
DISCOUNT		(\$7,600)
NET COST	\$ 321,033.61	\$ 349,102.50
DELIVERY TIME	First Quarter 2026	900 TO 1080 days after approval of work order
WARRANTY	3 Year/36K miles plus electical, body, graphics & paint limited warranties	

Staff recommends to purchase the 2026 Osage Super Warrior Type III Ambulance from Emergency Services/Osage Ambulance Supply



**EMERGENCY SERVICES SUPPLY**  
2637 Drew Perry Road  
Jefferson City, MO 65109

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May 08, 2023

Arkansas City Fire/EMS

Thank you for allowing Osage Ambulance/ESS the opportunity to submit a proposal for (1) 2026 Osage Super Warrior Type III Conversion on a 2026 Ford E450 Ambulance Chassis your service is looking to procure. Emergency Services Supply is excited to provide you the following bid. We are confident Arkansas City Fire/EMS and the citizens of Arkansas City & the surrounding areas will find the Osage Ambulance experience exceptional. Osage's highly qualified manufacturing professionals take extreme pride in producing the safest, seamless patient module on the market. The quality you can expect in all aspects of an Osage Ambulance is of the highest value.

We are proposing an first quarter 2026 delivery time. *(Delivery based on receipt of signed sales agreement & chassis availability from Ford)*

We appreciate your time in reviewing our proposal and look forward to hearing back from you in the near future.

Regards,

*David Vance*

David Vance  
dvance@osageind.com  
785-617-0280



**EMERGENCY SERVICES SUPPLY**  
2637 Drew Perry Road  
Jefferson City, MO 65109

DATE: 05/08/2023  
ESTIMATION TO: Arkansas City Fire/EMS  
DELIVERY LOCATION: Arkansas City Kansas  
EST. DELIVERY TIME: ~First Quarter 2026  
PAYMENT: Net on delivery

(1) 2026 Osage Type III Super Warrior Ambulance on a 2026 Ford E450 Chassis- -	-\$270,290.00
(1) Stryker Power Load & Power Cot- - - - -	-\$50,743.61
<b>Total Unit Price- - - - -</b>	<b>-\$321,033.61</b>

**Note: Due to chassis volatility from Ford the chassis price and year model may change without notice. Current estimated chassis price as of this writing: \$49,000.00**

***Note: Stryker pricing is based off of the current Stryker 2023 pricing formula. Stryker invoice may have to be paid prior to truck to maintain current pricing.***

Osage conversion estimate good for 20 days without review.

Includes delivery to or 2 personnel from Arkansas City Fire/EMS to Osage plant for delivery.

David Vance  
Osage Ambulance  
785-617-0280





## Emergency Vehicle Limited Warranty

### TYPE I & III MODULARS

Subject to limitations, provisions and conditions set forth in this Warranty, Osage Industries, Inc. does hereby warrant to each Original Purchaser Only that each new vehicle conversion is free from defects and workmanship and materials used in the construction of a production model emergency vehicle for a period as follows:

**A. PRODUCT CONVERSION WARRANTY**

For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the original purchase. Osage Industries, Inc. will repair or replace, at no cost to purchaser, only those components manufactured by Osage Industries, Inc. for use in a production vehicle and excludes components from other manufacturers used in such conversions; i.e. sirens, inverters, lightbars, oxygen equipment, auto eject, siren drivers and chassis, etc. Individual warranties are covered by those manufacturers included in the Owner's Manual as supplied with the vehicle and shall apply as set forth by said manufacturer. Osage will only reimburse labor up to (3) years on those components with more than a (3) year warranty.

**B. ELECTRICAL WARRANTY**

For **SIX (6) years or 72,000 miles**, whichever comes first, from the date of the original purchase, Osage Industries, Inc. will cover the cost of labor and material, in the repair or replacement of the electrical systems furnished and installed by Osage Industries, Inc. This warranty shall include switch panels, electrical harnesses (and the installation), printed circuit boards and general design concept used by Osage Industries, Inc. at the time of manufacture. This warranty shall not apply to any electrical equipment furnished and warranted by other manufacturers. All other components are excluded from the coverage of this limited electrical warranty. **Extended Warranty if Purchased:** For up to **Seven 7 years or 100,000 miles** on electrical stated above.

**C. ALUMINUM MODULE BODY AND INTERIOR ALUMINUM CABINET STRUCTURE**

**Lifetime warranted** to the original purchaser, on the original chassis. This warranty can be transferred onto a new chassis, providing the remount is performed by Osage. At that time, Osage will thoroughly inspect and repair, if needed. **Door Hardware, Cabinet Finish and Latches** are warranted for a period of **Three (3) years or 36,000 miles**, whichever comes first from date of original purchase for defects under normal use; this does not include adjustments.

**D. PAINT WARRANTY 5 YEARS OR 100,000 MILES**

Complete, NON-PRO RATED warranty covers paint finish, corrosion and blistering of the ambulance body. Warranty covers the cost of parts and labor. Unless installed by Osage, lettering and graphics replacement due to paint failure will not be covered. Warranty is dependent on agreement by both parties (purchaser and seller) that failure is due to a manufacturing defect.

**E. GRAPHICS WARRANTY 3 YEARS OR 36,000 MILES**

Osage warrants its graphics and lettering package to be free from defects in material and workmanship for **three (3) years or 36,000 miles**. Warranty covers cost of parts and labor. Osage will not be liable for more than the amount of the purchase price of the graphics package.

**F. BLACK OUT ITEMS - (PARTS SPRAYED WITH SCORPION LINER ) 1 year or 12,000 miles**

Osage warranties blackout items, for **one 1 year or 12,000 miles**, whichever comes first, against adhesion failure of the scorpion liner to the item sprayed. This excludes fading, chipping, rub marks and scratches.

The above warranties are conditioned upon normal use and reasonable maintenance and do not apply to any components, which have been subject to abuse, accident, alteration, vandalism, and improper or careless use. Any modification of any description made to any components on the conversion, without written approval by Osage Industries, Inc. shall void the warranty of said system and components parts.

Prompt written notice of all defects or claims against Osage shall be forwarded to Osage Industries, Inc., P.O. Box 718, Linn, Missouri (MO) 65051, or by calling at 800-822-3634. **No repairs or additions** shall be performed without **prior approval** from Osage Industries, Inc. Osage Industries, Inc. reserves the right to reject unauthorized claims and its decision in these matters shall be final.

If warranty repairs are necessary, all work must be performed by Osage Industries, Inc. or repair center authorized by Osage Industries, Inc. **It is the responsibility of the purchaser to transport vehicle** to and from Osage Industries, Inc., Linn, Missouri (MO), or repair center authorized by Osage Industries, Inc. for warranty repairs. Osage is not responsible for any loss or damage that may occur during said transportation.

Any expressed warranty not provided herein and any remedy for breach of contract which might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and fitness for any particular purpose are expressly limited to the terms stated above. Some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations may not apply to you. Osage is not responsible for any loss or damage that may occur during said transportation.

Under no circumstances shall Osage Industries, Inc. be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

This Warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.





**Usage for Arkansas City Fire\_May 2023**

Quote Number: 10697081  
 Version: 1  
 Prepared For: ARKANSAS CITY FIRE DEPT  
 Attn:

Remit to: **Stryker Medical**  
 P.O. Box 93308  
 Chicago, IL 60673-3308  
 Rep: Bryce Wheeler  
 Email: bryce.wheeler@stryker.com  
 Phone Number:  
 Mobile: (785) 317-4917

Quote Date: 05/03/2023  
 Expiration Date: 08/01/2023

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	ARKANSAS CITY FIRE DEPT	Name:	ARKANSAS CITY FIRE DEPT	Name:	EMER SVCS SUPPLY
Account #:	1067121	Account #:	1067121	Account #:	1110355
Address:	115 S D ST	Address:	115 S D ST	Address:	2637 DREW PERRY RD
	ARKANSAS CITY		ARKANSAS CITY		JEFFERSON CITY
	Kansas 67005-2622		Kansas 67005-2622		Missouri 65109-6335

**Equipment Products:**

	Product	Description	Qty	Sell Price	Total
1.0	639005550003	MTS PWLD EXCLUDES FLOOR PLATE	1	\$25,566.41	\$25,566.41
2.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	1	\$24,550.74	\$24,550.74
Equipment Total:					\$50,117.15

**Price Totals:**

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$626.46
<b>Grand Total:</b>	<b>\$50,743.61</b>

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

**Capital Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html). A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



AMERICAN RESPONSE VEHICLES



Helping Emergency Services Save Lives®

# Arkansas City Fire & EMS

Prepared by:

Tim Leitnaker  
American Response Vehicles  
tim@arvambulance.com  
Submitted on: 08/24/2023  
Valid Until: 10/24/2023

Prepared for:

Jeri Wheatley  
115 SOUTH D STREET  
ARKANSAS CITY, Kansas 67005  
United States  
Quote number: 00000879

American Response Vehicles | Jeri Smith





# Cover letter

Dear Ms. Wheatley,

Thank you for this opportunity to provide pricing on your new ambulance.

An AEV ambulance is one of the safest and most durable ambulances in production today. From the drawing board to the laboratory and finally, to the road, AEV is the most tested ambulance on the market. AEV ambulances are put to the test in markets like the Kansas City Metro Area, St. Louis Metro Area, Chicagoland Area, and countless communities across the Midwest, with hundreds of units and millions of miles between them. Of the industry-leading 1,400 plus units that AEV produced in 2019 year alone, American Response Vehicles sold 144 units to customers in 7 states. AEV regularly conducts Crash Testing to ensure the body structure is as safe as possible. In fact, AEV tested a Single Type III ambulance not once, but twice at 42 mph per impact. The results were remarkable; all doors still opened and closed, and all cabinets remained intact and undamaged.

Additionally, AEV performed a dynamic pull test to 17,500 pounds on their restraint system. This is 5-Times what is required by the DOT and FMVSS; and with the IMMI Per4Max restraint, you can trust that your crews will be safe. AEV also tests the overall integrity of their modular body and recently increased their static load testing to 75,000 pounds on the conversion's side and roof, which is approximately double what is required. Finally, AEV ambulances are built in the USA by men and women who take pride in their work. From AEV's current 135,000 sq. ft. campus to their new 275,000 sq. ft. facility with state-of-the-art Paint Booths, Laser Routers, and Lean Certified Production, you can trust that AEV will not only meet but exceed your expectations.

American Response Vehicles (ARV) is a locally owned Missouri Small Business. ARV currently employs 33 people, and our team is comprised of Service Technicians, Parts Department, Graphics Designer & Installer, Sales, and Sales Support Staff. American Response Vehicles is proud to offer service at our facilities in Columbia, Chicago, or on-site at your location. With over 120 satisfied customers and counting, we here at American Response Vehicles look forward to working with you!

All AEV ambulances are built to exceed the requirements of the F.M.V.S.S. and KKK-A-1822-F, and can be built in line with CAAS and NFPA as well. All AEV ambulances are built on ambulance prep chassis.

# Project Fees

Description	Price
2024 AEV Traumahawk Type III Custom Ambulance 172x96x74 Ford E450, LWB, 4x2, Gas	\$356,702.50
Less AEV, Ford, & ARV Discounts	- \$7,600.00
<b>Total</b>	<b>\$349,102.50</b>

Terms are net on delivery or active lease purchase.

**Delivery will be 900 to 1080 days after approval of the work order confirmation**

Proposal Includes

- Stryker, Power-Pro XT Cot
- Custom 3m Reflective Graphics
- Delivery
- Stryker PowerLOAD, Mounted
- Technimount - Bracket System





# Project Timeline

## Project Review

- 2 to 4 weeks
- Review Work Order
- Review Interior & Exterior Drawings
- Submit changes to the factory
- Work Order Confirmation
- Project Review
- Our engineering team reviews the interior and exterior drawings.
- Submits any necessary changes to the factory and processes the work order confirmation.

## Paint & Production

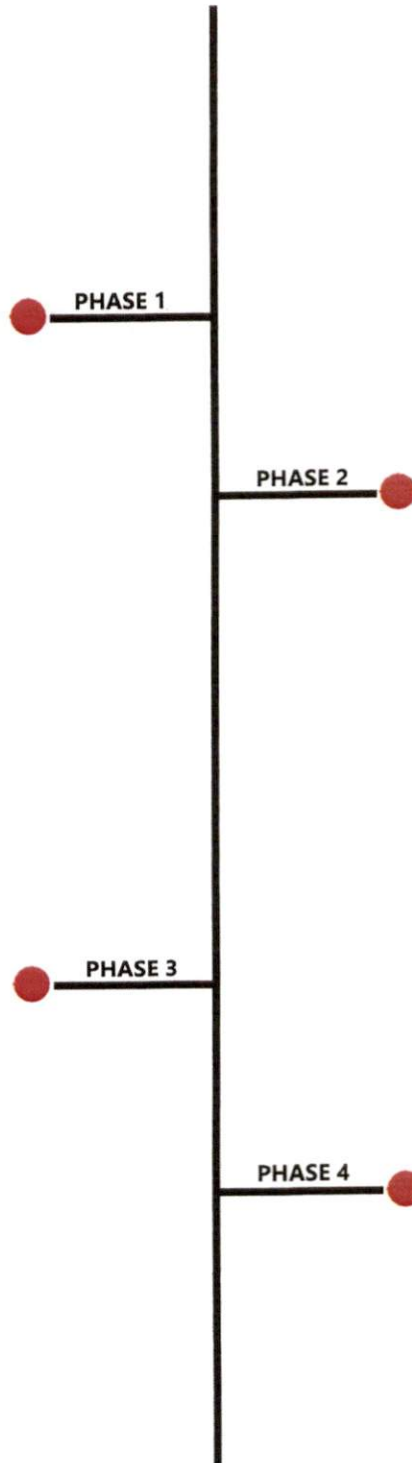
- 6 to 10 weeks
- Aluminum body arrival inspection
- Paint Application
- Body Mounting
- Mid-Point Inspection
- Production Line Completion
- Graphics Install
- QC Inspection

## Aluminum Body Construction

- 4 to 6 weeks
- AEV Engineering will review and confirm the modular body design with Mickey Truck Body.
- Mickey start construction on the aluminum modular body.
- Construction of the aluminum modular body takes 4 weeks from start to finish.
- Upon inspection and approval of the aluminum body, Mickey will ship the aluminum body to AEV.

## Inspection & Delivery

- 1 to 3 weeks.
- With final inspection by AEV done, the body is delivered to ARV. We complete an additional check list inspection before delivering the body to the end user.
- Arrival Check List
- Delivery to End User





# Sign-off



Standard chassis manufacturer's warranties apply and will start on the date and mileage at delivery. The warranty on our all aluminum fully welded modular body is 20 years. Our conversion warranty including our electrical system, paint, and graphics is 7 years or 70,000 miles.

All parts and service are available through our facility in Columbia, Missouri. We offer twenty-four-hour delivery on parts in most cases. If a part is not in our inventory, it will be shipped to you direct from the manufacturer, again, in most cases within twenty-four hours.

Thank you for your consideration of ARV. We look forward to continuing to provide you with the very best ambulance available in the market today. If I may be of any assistance, please contact me at 1-888-448-8881.

Sincerely,

Tim Leitnaker  
District Sales Manager



# City Commission Agenda Item

**Meeting Date:** October 17, 2023  
**From:** Stuart Cassaboom, Fire/EMS Chief & Jeri Wheatley, EMS Director  
**Item:** Professional Service Agreement Medical Director

**Purpose:** A Resolution authorizing the City of Arkansas City to execute a professional services agreement with Dr. Patrick T. Blachford as Medical Director increasing his salary by five percent, repealing all previous contracts. **(Voice Vote)**

**Background:**

Dr. Blachford became our Medical Director in April 2011. The city began compensating him for his time in November 2020. We request his Professional Service Agreement be renewed to reflect a 5% increase in pay. This would increase his salary from \$1,500 per month to \$1,575.00 per month.

**Commission Options:**

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

**Fiscal Impact:**

Amount: \$1,575.00 per month

Fund: Department: Expense Code:

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**



Randy Frazer, City Manager

This Agreement made and entered into on \_\_\_\_\_, 2023, by and between the City of Arkansas City, and Dr. Patrick T. Blatchford, a physician ("MEDICAL DIRECTOR").

## PURPOSE

The Arkansas City Fire-EMS Department desires to engage a qualified physician to act as Medical Director for their Emergency Medical Services (EMS) program. MEDICAL DIRECTOR is a physician qualified by virtue of training and experience in the practice of medicine or osteopathy, is licensed as a doctor of medicine or osteopathy in the State of Kansas and meets the requirements for membership on the medical staff of the Arkansas City Fire-EMS Department.

## NOW, THEREFORE, THE CITY AND MEDICAL DIRECTOR AGREE AS FOLLOWS:

### 1. OBLIGATIONS OF MEDICAL DIRECTOR

1.1 Status and Membership. MEDICAL DIRECTOR will remain in full compliance with all of the following conditions continuously during the entire term of this Agreement. Failure of MEDICAL DIRECTOR to satisfy any or all of the following conditions will constitute grounds for automatic termination of this Agreement as set forth in Section 5.

- a. MEDICAL DIRECTOR will be licensed as a doctor of medicine or osteopathy in the State of Kansas without restriction or subject to any disciplinary or corrective action;
- b. MEDICAL DIRECTOR will have FIVE (5) years as an EMS Medical Director and experience in emergency care medicine;
- c. MEDICAL DIRECTOR will abide by the policies and procedures of the City of Arkansas City and in direct compliance with all state, federal, local and rules, regulations, and standards.

### 1.2 Duties and Responsibilities of MEDICAL DIRECTOR.

- a. Provides overall medical direction for the Service's emergency medical technician (EMT), and Paramedics in order to maintain control of patient care in accordance with state rules and regulations.
- b. establishes medical policy in accordance with medical control functions to provide uniform benchmarks for patient care
- c. Develop, review, and implement medical and trauma protocols for all operational phases of basic and advanced life support, the selection and use of medications, supplies and medical equipment in cooperation with the EMS Director in order to ensure the utilization of proper procedures and materiel.
- d. Approve and monitor the activities and education of the attendants
- e. Reviews ambulance calls in consort with the EMS Director to verify appropriate medical care.
- f. Effectively provides advice to the EMS Director in matters pertaining to the selection, correction, and supervision of medical care providers.

1.3 Compliance with Standards. MEDICAL DIRECTOR will perform all services and duties under this Agreement in accordance with all laws, rules, regulations, ordinances, and judicial and administrative interpretations thereof, of the United States, the State of Kansas, the City of Arkansas City, and all



political subdivisions, agencies, and instrumentality's of any of them, as well as with the bylaws, rules, regulations, guidelines, policies, and procedures of Arkansas City Fire-EMS Department, as all of the foregoing may from time to time be in effect. Particularly, and not by way of limitation, MEDICAL DIRECTOR will comply with the Kansas Medical Practice Act and all rules and regulations of the Kansas Board of Healing Arts and will do everything necessary to maintain in effect his license as a doctor of medicine within the State of Kansas.

1.4 Insurance. The MEDICAL DIRECTOR and all physicians who may provide services hereunder for MEDICAL DIRECTOR will at all times throughout the term of this Agreement maintain professional liability insurance in an amount no less than the greater of (i) the amount required by the Medical Staff Bylaws or (ii) \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

1.5 Time. MEDICAL DIRECTOR will devote such time and attention as is necessary to fulfill his or her duties and responsibilities.

1.6 Disclosure of Information. MEDICAL DIRECTOR recognizes and acknowledges that he will have access to certain confidential information of the Arkansas City Fire-EMS Department, and that such information constitutes valuable, special, and unique property of the City of Arkansas City. MEDICAL DIRECTOR will not, during or after the term of this Agreement, without the consent of the Arkansas City Fire-EMS Department, disclose any such confidential information to any other person, firm, corporation, association, or other entity for any reason or purpose whatsoever except as may be ordered by a court or governmental agency or as may otherwise be required by law.

1.7 Financial Obligation. MEDICAL DIRECTOR will incur no financial obligation on behalf of the Arkansas City Fire-EMS Department or for which the City of Arkansas City will be responsible without prior approval of the City Manager.

1.8 Services. MEDICAL DIRECTOR will perform all obligations of MEDICAL DIRECTOR under this Agreement at a mutually agreeable location. All communications to the Arkansas City Fire-EMS Department will be directed to the Fire – EMS Chief and/or the EMS Director. The Chief, the City Manager and EMS Director will have full authority to communicate to MEDICAL DIRECTOR on behalf of the City of Arkansas City.

## **2. OBLIGATIONS OF THE CITY OF ARKANSAS CITY**

2.1 Compensation. For all services provided by MEDICAL DIRECTOR pursuant to this Agreement, the City of Arkansas City will pay MEDICAL DIRECTOR **\$1,575.00** per month payable following the month of service, commencing on **November 1, 2023**.

## **3. INDEPENDENT CONTRACTOR**

3.1 Professional Performance of Services. In the performance of all services pursuant to this Agreement, MEDICAL DIRECTOR is at all times acting as an independent contractor engaged in the profession and practice of medicine. MEDICAL DIRECTOR will employ his own means and methods and exercise his own professional judgment in the performance of such services, and Arkansas City Fire-EMS Department will have no right of control or direction with respect to such means, methods, or judgments, or with respect to the details of such services. The only concern of Arkansas City Fire-EMS

Department under this Agreement or otherwise is that, irrespective of the means selected, such services will be provided in a competent, efficient, and satisfactory manner. MEDICAL DIRECTOR, and all physicians and other individuals providing services pursuant to this Agreement, will not have any claim against City of Arkansas City for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability or unemployment insurance benefits, or employee benefits of any kind.

#### 4. DURATION AND TERMINATION

4.1 Term. This Agreement will continue in effect for a term of one (1) calendar year from the effective date and thereafter from year to year thereafter unless terminated sooner as hereinafter set forth.

4.2 Termination. Either party at any time may terminate the Agreement, with or without cause, by giving written notice of such termination to the other party at least 30 days prior to the date on which the termination is to be effective, such date to be specified in the notice

4.3 Modification or Renewal. The payment provisions of this Agreement may not be altered or modified during any 12-month term. Moreover, following termination without cause, the parties will not enter into the same or a similar contract with each other unless the new contract does not have the effect of altering or modifying the previous Agreement's payment provisions within a 12-month period. The intent of this provision is to prohibit the parties from terminating this Agreement without cause and then entering into a new contract in order to alter or modify the payment provisions within a period of less than one (1) year.

#### 5. MISCELLANEOUS

5.1 Governing Law. This Agreement will be subject to and governed by the laws of the State of Kansas.

5.2 Amendment. No amendment or variation of the terms of this Agreement will be valid unless in writing and signed by both parties in the manner provided in Section 6.11 of this Agreement.

5.3 Captions. The captions for each Paragraph of this Agreement are included for convenience of reference only and are not to be considered a part hereof, and will not be deemed to modify, restrict, or enlarge any of the terms of provisions of this Agreement.

5.4 Fraud and Abuse. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid Anti-fraud and Abuse Amendments. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions. Further, if legislation is passed, the effect of which would be to hinder Arkansas City Fire-EMS Departments ability to obtain reimbursement from Medicare/Medicaid due to the existence of this Agreement, or if this Agreement becomes illegal under any subsequent law or regulation, then this Agreement will terminate immediately.

5.5 Access to Books and Records of Subcontractor. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the

MEDICAL DIRECTOR will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection will be available up to four (4) years after the rendering of such services.

5.6 Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any and all other agreements, understandings, negotiations, or representations, oral or written, between them.

5.7 Authorization for Agreement. The execution and performance of this Agreement by Arkansas City Fire-EMS Department and MEDICAL DIRECTOR have been duly authorized by all necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid and enforceable obligations of MEDICAL DIRECTOR and the City of Arkansas City in accordance with its terms.

**In WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**City of Arkansas City**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Dr. Patrick T. Blatchford**





# City Commission Agenda Item

**Meeting Date:** October 17, 2023  
**From:** Eric Burr, Police Chief  
**Item:** CALEA National Accreditation Standards Ordinance Update

**Purpose:** An Ordinance amending Chapter 2, Article IV of the City of Arkansas City Municipal Code, modifying Section 2-279 to incorporate financial responsibility to the provisions for a chief of police as required by national accreditation standards, and repealing Ordinance 2021-09-4539.  
**(Roll Call Vote)**

**Background:**

A change to the ordinance Section 1, Chapter 2, Article IV, 2-279 Chief of Police to add fiscal responsibility for the department’s annual budget. This change comes to meet state accreditation standards.

**Commission Options:**

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

**Fiscal Impact:**

Amount: Publishing Fee

Fund: Department: Expense Code:

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**

Randy Frazer, City Manager

(First Published in the Cowley CourierTraveler, October \_\_\_\_\_, 2023)

**ORDINANCE NO. 2023-10-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV OF THE ARKANSAS CITY MUNICIPAL CODE, MODIFYING SECTION 2-279 TO INCORPORATE FINANCIAL RESPONSIBILITY TO THE PROVISIONS FOR A CHIEF OF POLICE AS REQUIRED BY NATIONAL ACCREDITATION STANDARDS, AND REPEALING ORDINANCE 2021-09-4539.**

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

**SECTION ONE:** Chapter 2, Article IV, Section 2-279 of the Arkansas City Municipal Code is hereby amended to incorporate financial responsibility to the provisions for a chief of police, to read as follows (*addition in italics*):

**2-279 Chief of Police**

The commissioned law enforcement officer position of Chief of Police shall be the chief executive officer of the police department. The Chief of Police shall be appointed by the City Manager, shall be responsible for the general management and control of the police department *with fiscal responsibility of the department's annual budget*, and subject to supervisory control by the City Manager, and shall administer the police department in a manner consistent with the ordinances of the City, the laws and Constitution of the state of Kansas and the United States Constitution.

**SECTION TWO:** The Governing Body of the City of Arkansas City, Kansas, hereby repeals all provisions of Ordinance No. 2021-09-4539 as previously passed September 21, 2021.

**SECTION THREE: PUBLICATION; EFFECTIVE DATE.** This ordinance, or a summary thereof, shall be published one time in the official City newspaper, and shall take effect and be in force from and after said publication.

**PASSED AND ORDAINED** by the Governing Body of the City of Arkansas City, Kansas, on this 17<sup>th</sup> day of October, 2023.

(Seal)

\_\_\_\_\_  
Diana L. Spielman, 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 Ordinance No. 2023-10-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on October 17, 2023, as the same appears of record in my office.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Tiffany Parsons, City Clerk





# City Commission Agenda Item

**Meeting Date:** October 17, 2023  
**From:** Mayor Diana Spielman  
**Item:** Property Proposal by Jim Sybrant

**Purpose:** Proposal for property development growth from Jim Sybrant

**Background:**

**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



# City Commission Agenda Item

**Meeting Date:** October 17, 2023  
**From:** City Commissioners  
**Item:** Executive Session – City Manager’s Contract

**Purpose:** Recess into executive session to discuss the City Manager’s contract, pursuant to K.S.A. 75-4319(b)(1), personnel matters of nonelected personnel.

**Background:**

Requesting to recess into executive session to discuss the City Manager’s contract. A complete copy of K.S.A. 75-4319 is enclosed.

**State Reference K.S.A. 75 -4319(b)(1) defined:**

**75-4319. Closed or executive meetings; conditions; authorized subjects for discussion; binding action prohibited; certain documents identified in meetings not subject to disclosure.**

(a) Upon formal motion made, seconded, and carried, all public bodies and agencies subject to the open meetings act may recess, but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include: (1) A statement describing the subjects to be discussed during the closed or executive meeting; (2) the justification listed in subsection (b) for closing the meeting; and (3) the time and place at which the open meeting shall resume. The complete motion shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the public body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.

(b) Justifications for recess to a closed or executive meeting may only include the following, the need:  
(1) to discuss personnel matters of nonelected personnel

**Commission Options:**

1. Make a motion to recess into executive session, establishing a time to resume the open meeting.

To be in compliance with the Kansas Open Meetings Act, City Attorney Larry Schwartz recommends the following motion be stated when the City Commission requests an executive session:

**Motion:** “I move that the governing body recess into executive session, to discuss the City Manager’s contract, pursuant to K.S.A. 75-4319(b)(1), personnel matters of nonelected personnel. For \_\_\_\_\_ minutes. Entering the meeting at \_\_\_\_:\_\_\_\_ p.m. The open meeting will resume in the commission chambers at \_\_\_\_:\_\_\_\_ p.m.” (Voice Vote)

**Approved for Agenda by:**

  
\_\_\_\_\_  
Randy Frazer, City Manager

## 2021 Kansas Statutes

**75-4319. Closed or executive meetings; conditions; authorized subjects for discussion; binding action prohibited; certain documents identified in meetings not subject to disclosure.** (a) Upon formal motion made, seconded and carried, all public bodies and agencies subject to the open meetings act may recess, but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include: (1) A statement describing the subjects to be discussed during the closed or executive meeting; (2) the justification listed in subsection (b) for closing the meeting; and (3) the time and place at which the open meeting shall resume. The complete motion shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the public body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.

(b) Justifications for recess to a closed or executive meeting may only include the following, the need:

- (1) To discuss personnel matters of nonelected personnel;
- (2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship;
- (3) to discuss employer-employee negotiations whether or not in consultation with the representative or representatives of the public body or agency;
- (4) to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships;
- (5) to discuss matters relating to actions adversely or favorably affecting a person as a student, patient or resident of a public institution, except that any such person shall have the right to a public hearing if requested by the person;
- (6) for the preliminary discussion of the acquisition of real property;
- (7) to discuss matters relating to parimutuel racing permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 74-8804, and amendments thereto;
- (8) to discuss matters relating to the care of children permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 38-2212(d)(1) or 38-2213(e), and amendments thereto;
- (9) to discuss matters relating to the investigation of child deaths permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 22a-243(j), and amendments thereto;
- (10) to discuss matters relating to patients and providers permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 39-7,119(g), and amendments thereto;
- (11) to discuss matters required to be discussed in a closed or executive meeting pursuant to a tribal-state gaming compact;
- (12) to discuss matters relating to security measures, if the discussion of such matters at an open meeting would jeopardize such security measures, that protect: (A) Systems, facilities or equipment used in the production, transmission or distribution of energy, water or communications services; (B) transportation and sewer or wastewater treatment systems, facilities or equipment; (C) a public body or agency, public building or facility or the information system of a public body or agency; or (D) private property or persons, if the matter is submitted to the public body or agency for purposes of this paragraph. For purposes of this paragraph, security means measures that protect against criminal acts intended to intimidate or coerce the civilian population, influence government policy by intimidation or coercion or to affect the operation of government by disruption of public services, mass destruction, assassination or kidnapping. Security measures include, but are not limited to, intelligence information, tactical plans, resource deployment and



vulnerability assessments;

(13) to discuss matters relating to maternity centers and child care facilities permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 65-525(d), and amendments thereto;

(14) to discuss matters relating to the office of inspector general permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 75-7427, and amendments thereto; and

(15) for the governor's domestic violence fatality review board to conduct case reviews.

(c) No binding action shall be taken during closed or executive recesses, and such recesses shall not be used as a subterfuge to defeat the purposes of this act.

(d) Any confidential records or information relating to security measures provided or received under the provisions of subsection (b)(12), shall not be subject to subpoena, discovery or other demand in any administrative, criminal or civil action.

**History:** L. 1972, ch. 319, § 3; L. 1977, ch. 301, § 3; L. 1981, ch. 344, § 1; L. 1988, ch. 315, § 4; L. 1992, ch. 318, § 9; L. 1993, ch. 286, § 75; L. 1994, ch. 254, § 3; L. 1996, ch. 256, § 23; L. 1999, ch. 96, § 2; L. 2001, ch. 190, § 2; L. 2004, ch. 177, § 2; L. 2005, ch. 126, § 4; L. 2007, ch. 177, § 16; L. 2009, ch. 132, § 14; L. 2012, ch. 16, § 33; L. 2015, ch. 68, § 16; L. 2017, ch. 73, § 4; July 1.



**CITY OF ARKANSAS CITY, KANSAS  
FINANCIAL SUMMARY  
Year-To-Date September 30, 2023**

Fund	Cash Summary						Budget Summary			
	1/1/2023 Beginning Cash Balance	Prior Year Encumbrances/ Adjusting Entries	Receipts	Disbursements	Change in Assets/Liabilities	09/30/2023 Ending Cash Balance	Budget	Encumbrances	Budget Variance Favorable (Unfavorable)	% Remaining (25%)
01 - GENERAL FUND	\$ 2,895,567.21	\$ 235,440.90	\$ 9,372,111.55	\$ 9,194,939.04	\$ (413,268.33)	\$ 2,424,030.49	\$ 13,389,936	\$ 28,206.38	\$ 4,166,791	31%
15 - STORMWATER FUND	\$ 440,484.20	\$ -	\$ 158,224.07	\$ 149,074.10	\$ (16,999.04)	\$ 432,635.13	\$ 346,287	\$ -	\$ 197,213	57%
16 - WATER FUND	\$ 3,744,233.50	\$ 352,062.11	\$ 4,148,300.90	\$ 3,253,075.85	\$ (562,655.34)	\$ 3,724,741.10	\$ 5,626,946	\$ 460,954.10	\$ 1,912,916	34%
18 - SEWER FUND	\$ 5,825,432.80	\$ 1,280,786.91	\$ 7,028,982.73	\$ 4,329,719.46	\$ (1,895,793.66)	\$ 5,348,115.50	\$ 4,659,731	\$ 87,796.13	\$ 242,215	5%
19 - SANITATION FUND	\$ 1,444,768.15	\$ -	\$ 1,361,249.67	\$ 960,883.73	\$ (227,958.78)	\$ 1,617,175.31	\$ 1,933,112	\$ 222,495.48	\$ 749,733	39%
20 - SPECIAL RECREATION FUND	\$ 41,151.85	\$ -	\$ 12,476.73	\$ -	\$ -	\$ 53,628.58	\$ 57,041	\$ -	\$ 57,041	100%
21 - SPECIAL STREET FUND	\$ 501,383.18	\$ -	\$ 811,019.85	\$ 610,763.88	\$ (3,239.19)	\$ 698,399.96	\$ 1,289,108	\$ -	\$ 678,344	53%
23 - TOURISM/CONVENTION FUND	\$ 58,921.39	\$ -	\$ 123,576.35	\$ 91,229.96	\$ -	\$ 91,267.78	\$ 200,398	\$ -	\$ 109,168	54%
26 - SPECIAL ALCOHOL FUND	\$ 82,849.19	\$ -	\$ 14,801.73	\$ 12,739.66	\$ (1,708.89)	\$ 83,202.37	\$ 103,678	\$ -	\$ 90,938	88%
27 - PUBLIC LIBRARY FUND	\$ -	\$ -	\$ 439,753.78	\$ 439,753.78	\$ 38,724.26	\$ 38,724.26	\$ 457,400	\$ -	\$ 17,646	4%
29 - SPECIAL LAW ENF TRUST FUND	\$ 3,540.14	\$ -	\$ 2,658.00	\$ 3,349.66	\$ -	\$ 2,848.48	Not a Budgeted Fund			
31 - LAND BANK FUND	\$ 16,950.90	\$ -	\$ -	\$ 71.00	\$ -	\$ 16,879.90	\$ 11,211	\$ -	\$ 11,140	99%
32 - MUNICIPALITIES FIGHT ADDICTION FUND	\$ 2,852.63	\$ -	\$ 26,902.57	\$ 457.00	\$ -	\$ 29,298.20	\$ -	\$ -	\$ (457)	0%
43 - BOND & INTEREST FUND	\$ 108,383.41	\$ -	\$ 2,453,776.57	\$ 2,465,697.48	\$ -	\$ 96,462.50	\$ 2,615,798	\$ -	\$ 150,101	6%
44 - HEALTHCARE SALES TAX FUND	\$ 178,275.32	\$ -	\$ 1,717,860.48	\$ 1,717,860.48	\$ (4,461.49)	\$ 173,813.83	\$ 2,120,000	\$ -	\$ 402,140	19%
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 149,004.79	\$ 135,859.80	\$ -	\$ 13,144.99	\$ 441,285	\$ -	\$ 305,425	69%
53 - MUNICIPAL COURT FUND	\$ 21,152.55	\$ 13,979.42	\$ -	\$ 7,173.13	\$ 11,358.96	\$ 11,358.96	Not a Budgeted Fund			
54 - EQUIPMENT RESERVE FUND	\$ 184,746.02	\$ -	\$ -	\$ -	\$ -	\$ 184,746.02	Not a Budgeted Fund			
57 - CID SALES TAX FUND	\$ -	\$ -	\$ 54,389.27	\$ 54,389.27	\$ -	\$ -	\$ 70,000	\$ -	\$ 15,611	22%
68 - CAPITAL IMPROVEMENT FUND	\$ 3,183,124.40	\$ -	\$ 74,786.11	\$ 971,930.00	\$ (360,000.00)	\$ 1,925,980.51	Not a Budgeted Fund			
<b>TOTALS</b>	<b>\$ 18,733,816.84</b>	<b>\$ 1,882,269.34</b>	<b>\$ 27,949,875.15</b>	<b>\$ 24,398,967.28</b>	<b>\$ (3,436,001.50)</b>	<b>\$ 16,966,453.87</b>	<b>\$ 33,321,931.00</b>			

<b>INDEBTEDNESS:</b>	
2019 PBC	\$ 15,955,000
GO 2020 REFUNDING & IMPROVEMENT BOND	\$ 16,960,000
GO 2022 TAXABLE STROTHER FIELD	\$ 4,290,000
2019 FERRARA PUMPER TRUCK LEASE	\$ 332,016
2021 RAVO STREET SWEEPER	\$ 85,785
2023 WWTP SRF LOAN	\$ 9,291,483
<b>TOTAL</b>	<b>\$ 46,914,284</b>

Note: Information is Unaudited