

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, April 15, 2024
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Brenda K. Butters
ROLL CALL.....City Clerk, Tania Richardson
MINUTES OF PRECEDING MEETING.....Monday, April 01, 2024

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

- Bill No. 2437 - An Ordinance** – Granting Centurylink Communications, LLC a license to operate and maintain a fiber optic system in the public rights-of-way of the City of Winfield, Kansas, for the purposes of telecommunications transmission service, prescribing the terms and condition of said grant.
- Bill No. 2438 - An Ordinance** – Approving the form of and authorizing the execution of an Interlocal Cooperation Agreement respecting land acquisition at Strother Field Airport/Industrial Park and the financing thereof.
- Bill No. 2439 - An Ordinance** – Authorizing and providing for the issuance Of General Obligation Bonds, Series 2024-A, of the City of Winfield, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto.
- Bill No. 2440 - A Resolution** – Prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Bonds, Series 2024-A, of the City of Winfield, Kansas, previously authorized by Ordinance No. 4216 of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.
- Bill No. 2441 - An Ordinance** – Dedicating a parcel of land in the Northeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Cowley County, Kansas, as street right-of-way.
- Bill No. 2442 - A Resolution** – Determining the existence of certain nuisances at 1520 Frankfort St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.
- Bill No. 2443 - A Resolution** – Determining the existence of certain nuisances at 716 Menor St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.
- Bill No. 2444 - A Resolution** – Determining the existence of certain nuisances at 414 W 9th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2445 - A Resolution – Determining the existence of certain nuisances at 1020 E 7th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2446 - A Resolution – Determining the existence of certain nuisances at 715 E 15th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2447 - A Resolution – Fixing the time and place and providing for notice of a public hearing before the Governing Body of the City of Winfield, Kansas, regarding the condemnation of a certain structure in the City of Winfield, Cowley County, Kansas. (1017 E 9th Ave)

OTHER BUSINESS

- Consider purchase of two mowers for Park Department and one mower for Recycle Center.
- Executive Session to discuss specific information about a business pursuant to the trade secrets exception.

ADJOURNMENT

- Next Commission work session 4:00 p.m. Thursday, May 02, 2024.
- Next regular meeting 5:30 p.m. Monday, May 06, 2024.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
April 1, 2024

The Board of City Commissioners met in regular session, Monday, April 01, 2024 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Brenda K. Butters presiding. Commissioner Gregory N. Thompson was also present. Commissioner Ronald E. Hutto was absent. Also in attendance were Taggart Wall, City Manager; Tania Richardson, City Clerk; and William E. Muret, City Attorney. Other staff member present was Patrick Steward, Director of Community Development.

City Clerk Richardson called roll and noted Commissioners Butters and Thompson present, and Commissioner Hutto absent.

Commissioner Thompson moved that the minutes of the March 18, 2024 meeting be approved. Commissioner Butters seconded the motion. With both Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

-none

NEW BUSINESS

Bill No. 2425 – A Resolution – of the Governing Body of the City of Winfield, Kansas authorizing execution of a First Amendment to Site Lease and a First Amendment to Project Lease between the City and Petra Winfield Residences, LLC relating to the City's Taxable Industrial Revenue Bonds, Series 2023. City Manager Wall explains this authorizes two amendments, one to the Site Lease and the other to the Project Lease, which will allow the transfer of Property Tax Exemption to a new owner. Commissioner Thompson moved to approve, contingent upon financing from HUD. Motion was seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2425 was adopted and numbered Resolution No. 2524.

Bill No. 2426 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 24-TI929 for asphalt street improvements between the City of Winfield, Kansas and APAC-Kansas, Inc., Shears Division. Director of Public Improvements Steward explains this awards a contract for a mill overlay project on Mound from 9th Ave to 19th Ave in the amount of \$254,702.35. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2426 was adopted and numbered Resolution No. 2624.

Bill No. 2427 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 22-TI914 for street improvements on Pike Road between the City of Winfield, Kansas and Andale Construction. Director of Public Improvements Steward explains this awards a contract for street improvements on Pike Road in the amount of \$1,328,063.07 for both road and pedestrian improvements. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2427 was adopted and numbered Resolution No. 2724.

Bill No. 2428 – A Resolution – Authorizing the execution of the Authority to Award Contract and Commitment of City Funds for Project No. 018-TE-0536-01. Director of Public Improvements Steward explains this action commits \$44,000 of City funds to the transportation alternatives project. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2428 was adopted and numbered Resolution No. 2824.

Bill No. 2429 – A Resolution – Authorizing and directing the Governing Body and Clerk of the City of Winfield, Kansas, to execute a Federal-Aid Construction Engineering Agreement No. 159-24 for Project No. TE-0536-01 between the City and the Secretary of the Kansas Department of Transportation, relating to the performance of work for construction engineering inspection services. Director of Public Improvements Steward explains this agreement establishes the parameters for the City to perform construction engineering inspection services. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2429 was adopted and numbered Resolution No. 2924.

Bill No. 2430 – A Resolution – Determining the existence of certain nuisances at 512 E 3rd Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains this Resolution would allow the City to take action to clean up the property at 512 E 3rd Ave. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2430 was adopted and numbered Resolution No. 3024.

Bill No. 2431 – A Resolution – Determining the existence of certain nuisances at 1112 E 5th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains this Resolution would allow the City to take action to clean up the property at 1112 E 5th Ave. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2431 was adopted and numbered Resolution No. 3124.

Bill No. 2432 – A Resolution – Determining the existence of certain nuisances at 811 Menor St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains this Resolution would allow the City to take action to clean up the property at 811 Menor St. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2432 was adopted and numbered Resolution No. 3224.

Bill No. 2433 – A Resolution – Determining the existence of certain nuisances at 612 Maris St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains this Resolution would allow the City to take action to clean up the property at 612 Maris St. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2433 was adopted and numbered Resolution No. 3324.

Bill No. 2434 – A Resolution – Determining the existence of certain nuisances at 222 N Park St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains this Resolution would allow the City to

take action to clean up the property at 222 N Park St. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2434 was adopted and numbered Resolution No. 3424.

Bill No. 2435 – A Resolution – Authorizing and providing for improvements included in the Multi-Year Capital Improvement Plan for the City of Winfield, Kansas; and providing for the payment of the costs thereof. City Manager Wall explains this allows the City to update and approve the Capital Improvement Plan in preparation for offering the sale of bonds. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2435 was adopted and numbered Resolution No. 3524.

Bill No. 2436 – A Resolution – Authorizing the offering for sale of General Obligation Bonds, Series 2024-A, of the City of Winfield, Kansas. City Manager Wall explains this is for property acquisition at Strother Field. David Arterberry, Stifel, Nicolaus & Company, Inc. explains the procedure for the General Obligation Bonds. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2436 was adopted and numbered Resolution No. 3624.

OTHER BUSINESS

- Consider CMB License Application for Midwest Moos, Broadway Complex. City Manager Wall explains this goes with an upcoming OCE application for baseball at Broadway Complex. Commissioner Thompson made a motion that the CMB license application for Midwest Moos be approved. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, motion carried.

- Consider Temporary Caterer application for Xclusive Events, June 22, 2024, at Island Park. City Manager Wall explains Xclusive Events is the vendor serving alcohol at the outdoor concert. Commissioner Thompson made a motion to approve the Temporary Liquor application for Xclusive Events. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, the meeting adjourned at 5:43 p.m.

Signed and sealed this 11th day of April 2024.

Signed and approved this 15th day of April 2024.

Tania Richardson, City Clerk

Brenda K. Butters, Mayor



Request for Commission Action

Date: April 8, 2024

Requestor: Taggart Wall, City Manager

Action Requested: Requesting approval of a right-of-way use agreement between the City and CenturyLink

Analysis:

Under this agreement, the City grants to CenturyLink use of the right-of-way as prescribed in the agreement and by local, state and federal law. This agreement replaces and supersedes a previous agreement previously negotiated during the early 2000s. This agreement clarifies ownership of a legacy conduit that was installed under the previous agreement.

Fiscal Impact:

Annual use fees.

Attachments: Ordinance

(First published in Cowley Courier Traveler on Saturday, April 20, 2024)

BILL NO. 2437

ORDINANCE NO. 4214

AN ORDINANCE

GRANTING Centurylink Communications, LLC a license to operate and maintain a fiber optic system in the public rights-of-way of the City of Winfield, Kansas, for the purposes of telecommunications transmission service, prescribing the terms and condition of said grant.

WHEREAS, The City of Winfield, Kansas seeks to:

1. Obtain fair and reasonable costs of managing of the designated public right-of-way and minimize congestion, inconvenience, visual impact and other adverse effects that such additional use may have on the designated public right-of-way.
2. Fully protect the public and the City from any harm caused by private, commercial use of Right-of-way, including but not limited to reducing the risk of loss of service or personal or property injury from errant excavation,
3. Protect the regulatory authority of the City in a manner consistent with federal and state law, and
4. Promote the entry and occupancy of Right-of-way by telecommunications providers in a competitively neutral manner, maximize the available space for such providers by requiring coordination, co-location, and planned construction of infrastructure in the Right-of-way;

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

Section 1. Definitions. For the purposes of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another is intended. Words used in the present tense include the future tense, words in the singular number include the plural number, and words in the plural number include the singular. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “City” means the City of Winfield, Kansas.
- B. “Facilities” means fiber optic communications cable and two (2) one and one-fourth (1 ¼”) ducts or conduits underground along an identified right-of-way for the limited purpose of telecommunication transmission in compliance with local, state and federal regulations. Specifically, a route defined as Exhibit A, attached and included herein. Conduit having fiber optic or other cable or wire installed within it shall not be considered separate facilities but shall be considered part of a single “conduit.” Facilities specifically

does not include a legacy third one and one-fourth (1 ¼”) duct or conduit underground, or any improvements thereto, along the identified right-of-way which was originally installed and dedicated as part of that certain Underground Utility Facilities License by and between City and Digital Teleport, Inc. (predecessor-in-interest to CenturyLink). Notwithstanding Licensee’s position that City did not own nor have the right to transfer the legacy third conduit, in a good faith effort to resolve this matter, Licensee will not contest the City’s ownership rights of any of the same legacy third conduit.

C. “Agreement” means the license agreement that is governed by this Ordinance and agreed to by Licensee.

D. “Licensee” means CenturyLink Communications, LLC (“CenturyLink”) which is granted a license pursuant to this Ordinance and that entity’s agents and employees.

E. “License Fee” means the fee imposed by the City on a licensee pursuant to this Ordinance.

F. “Public Project” means any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature.

G. “Public Project for Private Development” means a Public Project, or that portion thereof, arising solely from a request or requirement of a third party (non-City or governmental) primarily for the benefit and use of a third party.

H. “Right-of-Way” means only the area of real property in which the city has a dedicated or acquired right-of-way interest in the real property. It shall include area on, above and below present and future streets, alleys, avenues, roads, highways, parkways, or boulevards dedicated or acquired as right-of-way. This term shall not include any county, state, or federal right-of-way or any property owned or controlled by any person or agency other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such Person or Agency. Right-of-Way shall not include property owned or held by City and not typically considered Right-of-Way such as City Parks and City Buildings. The term does not include easements obtained by private easements in platted subdivisions or tracts.

I. “Fiber Optic System” or “System” means the cables, wires, lines, optic fiber, and any associated converters, equipment, or other facilities designed, constructed or occupied by Licensee or others for the purpose of producing, receiving, amplifying or distributing communications along the identified facilities.

Section 2. Nonexclusive. Nothing herein contained shall be construed as giving to the Licensee any exclusive privileges, nor shall it affect any prior or existing rights of the Licensee to maintain a fiber optic system or related business within the City.

Section 3. Grant.

A. The City hereby grants to CenturyLink, (hereinafter referred to as “the Licensee” or “the Licensee”) a license which conveys the right, privilege, and authority to construct, operate, install, repair, replace, upgrade, and maintain Facilities in, through, and along the City’s Right-of-Way.

B. The Licensee shall continue to operate its fiber optic system and all business incidental to or connected with the conducting of its business and system in the City. The plant, construction, and appurtenances used in or incidental to telecommunications transmission and to the maintenance of such system and business by the Licensee in the City shall remain as now planned and constructed, subject to such changes as may be considered necessary by the City in the exercise of its inherent powers and by the Licensee in the conduct of its business.

C. This is a license or permit only granting rights according to its specific terms. It is not a local exchange franchise as contemplated by K.S.A 12-2001(c). Licensee does not have the right or privilege hereunder to deliver end user telecommunications services to consumers in or about the territorial jurisdiction of Licensor to the extent such activity is subject to the franchising jurisdiction of the Licensor.

Section 4. Excavations; Underground Facility Locating Service.

A. Prior to any underground excavations by Licensee in the public streets, roads, alleys, sidewalks or other public places, Licensee must submit written plans for approval by the City, which approval shall not be unreasonably withheld, conditioned, or delayed.

B. The City shall promptly, and in no event more than 30 days, with respect to facilities in the public right-of-way, process each valid and administratively complete application of a provider for any permit, license, or consent to excavate, locate lines, construct facilities, make repairs, effect traffic flow, or for other similar approvals, and shall make reasonable effort not to unreasonably delay or burden the Licensee in the timely conduct of its business.

C. If there is an emergency necessitating response work or repair, the Licensee may begin that repair or take any action required under the circumstances, provided that the Licensee notifies the City promptly after beginning the work and timely thereafter meets any permit or other requirements, had there not been such an emergency.

D. The Licensee must continue to participate fully in Kansas One Call to ensure that damage and/or interference with other underground facilities' occupants is minimized. The City will notify the Licensee either directly or through voluntary participation in Kansas One Call of its excavation plans in public Right-of-way, to avoid damage to Licensee facilities pre-existing in public Right-of-way.

Section 5. Relocation of Facilities.

A. Licensee shall, at its expense, temporarily or permanently, remove, relocate, change or alter the position of Facilities within one hundred twenty (120) days, or such other time as may be mutually agreed upon by the parties, after Licensor notifies Licensee that removal, relocation, change or alteration is reasonably necessary for the construction, operation, repair, maintenance or installation by Licensor or by other governmental entity of a public improvement in the public right-of-way. Notwithstanding the foregoing, in the event a relocation is required for the benefit of a third party, non-governmental entity, Licensee's relocation costs shall be borne by the third party.

B. The City will use its best efforts, but is not required, to continue to provide a location in the Right-of-way for the Licensee's Facilities as part of a Public Project,

provided that the Licensee has cooperated promptly and fully with the City in the design of its Facilities as part of the Public Project.

Section 6. License Fees.

A. The City requires the Licensee as a provider of telecommunications transmission service, and not a local exchange service provider to contribute to city rights-of-way maintenance. Accordingly, the Licensee will annually pay \$250 per mile of telecommunication facility toward such maintenance (“License Fee”). No other sales, excise, use, or other tax shall be included in the calculation of such License Fee.

B. The Licensee shall submit payment of the License Fee to the City each August 1 based on its internal property records as of the previous December 31. The City maintains a right to review these records on notice to the Licensee.

C. After five years from the effective date of this license, either party may request a review of the License Fee. The party seeking the review will propose to the other party a new fee level, with evidence to support that proposal. The second party may, within 2 months of receiving the proposal respond with an alternative proposal, with supporting evidence. Any modification to the License Fee shall be reduced to writing and made a part of this Agreement.

Section 7. Term. The Agreement shall remain in effect for 10 years from the anniversary of its adoption, or until December 31, 2031, whichever date is the earlier. Thereafter the Agreement shall automatically renew in one-year increments unless either party shall notify the other in writing of its intention to terminate this Agreement. The notice of intention to terminate shall be served by either party on the other at least six (6) months prior to the date of such termination.

Section 8. Non-assignable. No Licensee shall sell, transfer, lease, assign, sublet, or dispose of in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation, or otherwise, this Agreement or any of the rights and privileges granted by this Agreement without the written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 9. Enforcement; Attorney Fees. Each party shall be entitled to enforce this Ordinance, and, any of the rights granted pursuant herein, though all remedies lawfully available, and the non-prevailing party shall pay the prevailing party’s actual, reasonable, and documented attorneys’ fees in the event that the non-prevailing party is determined judicially to have violated the terms of this Ordinance or Agreement.

Section 10. Indemnification.

A. The Licensee shall indemnify and hold the City and its officers and employees harmless against any and all third party claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kinds and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Licensee, any agent, officer, director,

representative, employee, affiliate or subcontractor of Licensee, or their respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining facilities in a public right-of-way. The indemnity provided by this subsection does not apply to any liability resulting from the negligence or willful misconduct of the City, its officers, employees, contractors, or subcontractors.

B. If Licensee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law.

Section 11. Effective date; procedures.

A. This ordinance shall become effective upon publication, or _____, whichever comes first (“Effective Date”).

B. Publication costs shall be reimbursed by the Licensee to the city, upon presentation of publication costs’ receipts.

IN WITNESS WHEREOF, the parties duly execute and agree to be bound by this Agreement as of the Effective Date by the signatures of their authorized representatives below.

ATTEST:

(SEAL)

CITY OF WINFIELD, KANSAS

By:

Brenda K. Butters, Mayor

By: _____
Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

**CENTURYLINK
COMMUNICATIONS, LLC**

By:



Request for Commission Action

Date: April 8, 2024

Requestor: Taggart Wall, City Manager

Action Requested: Requesting approval of an interlocal agreement between the City of Winfield, Arkansas City and Strother Field Commission for the payment of debt related to the acquisition of real property adjacent to Strother Field Airport Industrial Park.

Analysis:

Under this agreement, the Strother Field Commission shall be fully responsible for all amounts necessary to pay the principal of and interest on the Bonds (the "Debt Service Requirements") as the same become due. If the Strother Field Commission does not for any reason satisfy its payment obligations, Arkansas City and Winfield shall each be responsible for paying one-half of the Debt Service Requirement as the same become due.

Fiscal Impact:

None. See debt schedule for Strother Field Issuance.

Attachments: Ordinance, Agreement, Debt Schedule

BILL NO. 2438

ORDINANCE NO. 4215

AN ORDINANCE APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT RESPECTING LAND ACQUISITION AT STROTHER FIELD AIRPORT/INDUSTRIAL PARK AND THE FINANCING THEREOF.

WHEREAS, K.S.A. 12-2901 *et seq.* (the “Act”) provides that in order for public agencies to make the most efficient use of their powers, such public agencies may cooperate with other public agencies on a basis of mutual advantage to provide services and facilities in a manner that will best accord with geographic, economic and other factors influencing the needs and development of such public agencies; and

WHEREAS, the Act authorizes public agencies to enter into interlocal agreements with one or more other public agencies for joint or cooperative action pursuant to the provisions of the Act; and

WHEREAS, the City of Winfield, Kansas (the “City”) and the City of Arkansas City, Kansas (“Arkansas City”) have heretofore entered into an interlocal agreement pursuant to the Act to provide for the management and operation of the Strother Field Airport/Industrial Park, which such cities jointly own as tenants in common, and to provide for the creation of the Strother Field Commission, a separate legal entity and body corporate and politic, to which such cities have delegated operation and management responsibilities respecting the Strother Field Airport/Industrial Park; and

WHEREAS, the City is a public agency within the State of Kansas and, pursuant to the Act, it is necessary and advisable to enter into an interlocal agreement with Arkansas City and the Strother Field Commission, other public agencies of the State of Kansas, to collectively provide for certain matters respecting the acquisition of land near the Strother Field Airport/Industrial Park (the “Project”) for use by the cities and the Strother Field Commission and the financing and payment of the costs thereof.

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

SECTION 1. The City is hereby authorized to enter into an “INTERLOCAL COOPERATION AGREEMENT RESPECTING LAND ACQUISITION AT STROTHER FIELD AIRPORT/INDUSTRIAL PARK AND THE FINANCING THEREOF” (the “Agreement”) with Arkansas City and the Strother Field Commission to collectively provide for certain matters respecting the Project and the financing and payment of the costs thereof. The form of the Agreement presented to the governing body of the City this date is hereby approved, and the Mayor and Clerk are hereby authorized to execute the Agreement in that form, with ministerial changes as may be approved by the Mayor, whose execution of the Agreement shall evidence any such approval.

SECTION 2. 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 April 15, 2024, and **SIGNED** by the Mayor.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

APPROVED AS TO FORM ONLY

William E. Muret, City Attorney



Request for Commission Action

Date: April 8, 2024

Requestor: Taggart Wall, City Manager

Action Requested: Requesting approval of the issuance of general obligation bonds providing for the acceptance of purchase and payment thereof related to the acquisition of real property adjacent to the Strother Field Airport Industrial Park.

Analysis:

Under this ordinance, the City of Winfield agrees to issue general obligation bonds pledging the full faith and credit of the City to make payment on said bonds. The bonds are a financing tool to accommodate Strother Field Commission action to acquire real property adjacent to the Strother Field Airport Industrial Park for future uses. The

Fiscal Impact:

No impact to the City unless default of payment is realized by Strother Field, at which time the City of Winfield and Arkansas City will be responsible for ½ of the associated debt payments. See debt schedule for Strother Field Issuance.

Attachments: Ordinance and related documents including Debt Schedule

City of Winfield, Kansas

General Obligation Bonds

Series 2024-A

(Strother Field Land Acquisition)

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City of Winfield, Kansas

General Obligation Bonds

Series 2024-A

(Strother Field Land Acquisition)

Sources & Uses

Dated 04/30/2024 | Delivered 04/30/2024

Sources Of Funds

Par Amount of Bonds	\$704,000.00
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Total Sources	\$704,000.00
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Uses Of Funds

Costs of Issuance	19,000.00
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Deposit to Project Construction Fund	685,000.00
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Total Uses	\$704,000.00
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City of Winfield, Kansas

General Obligation Bonds

Series 2024-A

(Strother Field Land Acquisition)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/30/2024	-	-	-	-	-
03/01/2025	-	-	26,049.04	26,049.04	-
09/01/2025	49,000.00	4.250%	15,577.50	64,577.50	90,626.54
03/01/2026	-	-	14,536.25	14,536.25	-
09/01/2026	61,000.00	4.250%	14,536.25	75,536.25	90,072.50
03/01/2027	-	-	13,240.00	13,240.00	-
09/01/2027	64,000.00	4.250%	13,240.00	77,240.00	90,480.00
03/01/2028	-	-	11,880.00	11,880.00	-
09/01/2028	67,000.00	4.250%	11,880.00	78,880.00	90,760.00
03/01/2029	-	-	10,456.25	10,456.25	-
09/01/2029	69,000.00	4.250%	10,456.25	79,456.25	89,912.50
03/01/2030	-	-	8,990.00	8,990.00	-
09/01/2030	72,000.00	4.250%	8,990.00	80,990.00	89,980.00
03/01/2031	-	-	7,460.00	7,460.00	-
09/01/2031	75,000.00	4.250%	7,460.00	82,460.00	89,920.00
03/01/2032	-	-	5,866.25	5,866.25	-
09/01/2032	79,000.00	4.750%	5,866.25	84,866.25	90,732.50
03/01/2033	-	-	3,990.00	3,990.00	-
09/01/2033	82,000.00	4.750%	3,990.00	85,990.00	89,980.00
03/01/2034	-	-	2,042.50	2,042.50	-
09/01/2034	86,000.00	4.750%	2,042.50	88,042.50	90,085.00
Total	\$704,000.00	-	\$198,549.04	\$902,549.04	-

Yield Statistics

Bond Year Dollars	\$4,399.62
Average Life	6.249 Years
Average Coupon	4.5128657%
Net Interest Cost (NIC)	4.5128657%
True Interest Cost (TIC)	4.4970972%
Bond Yield for Arbitrage Purposes	4.4970972%
All Inclusive Cost (AIC)	5.0179684%

IRS Form 8038

Net Interest Cost	4.5128657%
Weighted Average Maturity	6.249 Years

City of Winfield, Kansas

General Obligation Bonds

Series 2024-A

(Strother Field Land Acquisition)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
09/01/2025	Serial Coupon	4.250%	4.250%	49,000.00	100.000%	49,000.00
09/01/2026	Serial Coupon	4.250%	4.250%	61,000.00	100.000%	61,000.00
09/01/2027	Serial Coupon	4.250%	4.250%	64,000.00	100.000%	64,000.00
09/01/2028	Serial Coupon	4.250%	4.250%	67,000.00	100.000%	67,000.00
09/01/2029	Serial Coupon	4.250%	4.250%	69,000.00	100.000%	69,000.00
09/01/2030	Serial Coupon	4.250%	4.250%	72,000.00	100.000%	72,000.00
09/01/2031	Serial Coupon	4.250%	4.250%	75,000.00	100.000%	75,000.00
09/01/2032	Serial Coupon	4.750%	4.750%	79,000.00	100.000%	79,000.00
09/01/2033	Serial Coupon	4.750%	4.750%	82,000.00	100.000%	82,000.00
09/01/2034	Serial Coupon	4.750%	4.750%	86,000.00	100.000%	86,000.00
Total	-	-	-	\$704,000.00	-	\$704,000.00

Bid Information

Par Amount of Bonds	\$704,000.00
Gross Production	\$704,000.00
Bid (100.000%)	704,000.00
Total Purchase Price	\$704,000.00
Bond Year Dollars	\$4,399.62
Average Life	6.249 Years
Average Coupon	4.5128657%
Net Interest Cost (NIC)	4.5128657%
True Interest Cost (TIC)	4.4970972%

City of Winfield, Kansas

General Obligation Bonds

Series 2024-A

(Strother Field Land Acquisition)

Detail Costs Of Issuance

Dated 04/30/2024 | Delivered 04/30/2024

COSTS OF ISSUANCE DETAIL

Paying Agent and Registrar	\$1,210.00
Kansas Attorney General Review	\$400.00
Municipal Advisor	\$7,040.00
Bond Counsel	\$9,000.00
Publication	\$500.00
Miscellaneous	\$850.00
TOTAL	\$19,000.00

City of Winfield, Kansas

General Obligation Bonds

Series 2024-A

(Strother Field Land Acquisition)

Proof of Bond Yield @ 4.4970972%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
04/30/2024	-	1.0000000x	-	-
03/01/2025	26,049.04	0.9634986x	25,098.21	25,098.21
09/01/2025	64,577.50	0.9423103x	60,852.04	85,950.26
03/01/2026	14,536.25	0.9215880x	13,396.43	99,346.69
09/01/2026	75,536.25	0.9013213x	68,082.43	167,429.12
03/01/2027	13,240.00	0.8815003x	11,671.06	179,100.19
09/01/2027	77,240.00	0.8621153x	66,589.78	245,689.97
03/01/2028	11,880.00	0.8431565x	10,016.70	255,706.67
09/01/2028	78,880.00	0.8246146x	65,045.60	320,752.27
03/01/2029	10,456.25	0.8064805x	8,432.76	329,185.03
09/01/2029	79,456.25	0.7887452x	62,670.74	391,855.77
03/01/2030	8,990.00	0.7713999x	6,934.89	398,790.65
09/01/2030	80,990.00	0.7544360x	61,101.77	459,892.43
03/01/2031	7,460.00	0.7378452x	5,504.33	465,396.75
09/01/2031	82,460.00	0.7216193x	59,504.72	524,901.48
03/01/2032	5,866.25	0.7057501x	4,140.11	529,041.58
09/01/2032	84,866.25	0.6902300x	58,577.23	587,618.81
03/01/2033	3,990.00	0.6750511x	2,693.45	590,312.27
09/01/2033	85,990.00	0.6602061x	56,771.12	647,083.39
03/01/2034	2,042.50	0.6456875x	1,318.82	648,402.20
09/01/2034	88,042.50	0.6314882x	55,597.80	704,000.00
Total	\$902,549.04	-	\$704,000.00	-

Derivation Of Target Amount

Par Amount of Bonds	\$704,000.00
Original Issue Proceeds	\$704,000.00

City of Winfield, Kansas

General Obligation Bonds

Series 2024-A

(Strother Field Land Acquisition)

Derivation Of Form 8038 Yield Statistics

Maturity	Issuance Value	Coupon	Price	Issuance Price	Exponent	Bond Years
04/30/2024	-	-	-	-	-	-
09/01/2025	49,000.00	4.250%	100.000%	49,000.00	1.3361111x	65,469.44
09/01/2026	61,000.00	4.250%	100.000%	61,000.00	2.3361111x	142,502.78
09/01/2027	64,000.00	4.250%	100.000%	64,000.00	3.3361111x	213,511.11
09/01/2028	67,000.00	4.250%	100.000%	67,000.00	4.3361111x	290,519.44
09/01/2029	69,000.00	4.250%	100.000%	69,000.00	5.3361111x	368,191.67
09/01/2030	72,000.00	4.250%	100.000%	72,000.00	6.3361111x	456,200.00
09/01/2031	75,000.00	4.250%	100.000%	75,000.00	7.3361111x	550,208.33
09/01/2032	79,000.00	4.750%	100.000%	79,000.00	8.3361111x	658,552.78
09/01/2033	82,000.00	4.750%	100.000%	82,000.00	9.3361111x	765,561.11
09/01/2034	86,000.00	4.750%	100.000%	86,000.00	10.3361111x	888,905.56
Total	\$704,000.00	-	-	\$704,000.00	-	\$4,399,622.22

Description of Bonds

Final Maturity Date	9/01/2034
Issue price of entire issue	704,000.00
Stated Redemption at Maturity	704,000.00
Weighted Average Maturity = Bond Years/Issue Price	6.249 Years
Bond Yield for Arbitrage Purposes	4.4970972%

Uses of Proceeds of Issue

Proceeds used for accrued interest	-
Proceeds used for bond issuance costs (including underwriters' discount)	19,000.00
Proceeds used for credit enhancement	-
Proceeds allocated to reasonably required reserve or replacement fund	-

(First published in Cowley Courier Traveler on Saturday, April 20, 2024)

BILL NO. 2439

ORDINANCE NO. 4216

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024-A, OF THE CITY OF WINFIELD, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

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

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

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Strother Field Airport – Land Acquisition	3524	14-570 <i>et seq.</i> / Charter Ord. No. 39	\$700,000

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 \$704,000 of its general obligation bonds to pay the costs of the Improvements.

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

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

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

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

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

“**Bonds**” means the City's General Obligation Bonds, Series 2024-A, dated April 30, 2024, authorized by this Ordinance.

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

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

“**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 General Obligation Bonds, Series 2024-A, of the City in the principal amount of \$704,000, for the purpose of providing funds to pay the costs of the Improvements.

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, 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 April 15, 2024 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on April 15, 2024; 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 April 20, 2024.

DATED: April 20, 2024.

Clerk

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A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2024-A, OF THE CITY OF WINFIELD, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 4216 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 \$704,000 to pay the costs of the Improvements.

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

ARTICLE I

DEFINITIONS

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

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

“**Authorized Denomination**” means \$1,000 or any integral multiples thereof.

“**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 Purchase Agreement” means the Bond Purchase Agreement dated as of April 15, 2024, between the Issuer and the Purchaser.

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

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

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

“Bonds” or **“Bond”** means the General Obligation Bonds, Series 2024-A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

“City” means the City of Winfield, Kansas.

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

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

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

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Bonds, Series 2024-A created pursuant to **Section 501** hereof.

“Dated Date” means April 30, 2024.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2024-A created within the Bond and Interest Fund pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise

set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

“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.

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

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

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

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

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

“Improvement Fund” means the Improvement Fund for General Obligation Bonds, Series 2024-A created pursuant to *Section 501* hereof.

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

“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, 2025.

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

(b) To the Paying Agent at:

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

(c) To the Purchaser:

Community National Bank & Trust
1112 Main Street
Winfield, Kansas 67156

(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.

“Ordinance” means Ordinance No. 4216 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.

“**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 amount set forth in the Bond Purchase Agreement.

“**Purchaser**” means Community National Bank & Trust, Winfield, Kansas, the original purchaser of the Bonds, and any successor and assigns.

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

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

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

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

“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.

“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 \$704,000, 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:

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2025	\$49,000	4.25%	2030	\$72,000	4.25%
2026	61,000	4.25%	2031	75,000	4.25%
2027	64,000	4.25%	2032	79,000	4.75%
2028	67,000	4.25%	2033	82,000	4.75%
2029	69,000	4.25%	2034	86,000	4.75%

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

Section 211. Sale of the Bonds – Bond Purchase Agreement. The Mayor is hereby authorized to enter into the Bond Purchase Agreement between the Issuer and the Purchaser in substantially the form submitted to the Governing Body concurrently with the adoption of this Resolution, with such changes

therein as shall be approved by the Mayor, such officer's signature thereon being conclusive evidence of the approval thereof. The execution of the Bond Purchase Agreement by the Mayor is hereby ratified and confirmed. Pursuant to the Bond Purchase Agreement, the Issuer agrees to sell the Bonds to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

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 2032, and thereafter, will be subject to redemption and payment prior to its Stated Maturity on September 1, 2031, 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.

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.

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.

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 identification 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 identification number of the Bonds being redeemed with the proceeds of such check or other transfer.

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

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

- (a) Improvement Fund for General Obligation Bonds, Series 2024-A.
- (b) Debt Service Account for General Obligation Bonds, Series 2024-A (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for General Obligation Bonds, Series 2024-A.

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

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

- (a) Excess proceeds, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (c) 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 interest on the Bonds during construction of the Improvements.

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 or federal law.

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

Section 505. Application of Moneys in 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 and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the

purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

Section 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 the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein.

Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

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

TAX COVENANTS

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

rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

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

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901. 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 902. 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, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the 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 903. 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 904. 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 905. 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, teletypes, 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 906. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 907. 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 908. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. 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 April 15, 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, 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 April 15, 2024, as the same appears of record in my office.

DATED: April 15, 2024.

Clerk

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**EXHIBIT A
(FORM OF BONDS)**

**REGISTERED
NUMBER R-__**

**REGISTERED
\$**

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF COWLEY
CITY OF WINFIELD
GENERAL OBLIGATION BOND
SERIES 2024-A**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: April 30, 2024**

**Identification
Number:**

REGISTERED OWNER:

Tax I.D. No. __ - _____

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Winfield, 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, 2025 (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 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 “General Obligation Bonds, Series 2024-A,” aggregating the principal amount of \$704,000 (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. 14-570 *et seq.*, as amended by Charter Ordinance No. 39, all 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.

Transfer and Exchange. 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.

The Registered Owner hereof shall have the right at any time to assign, transfer or convey this Bond or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the Issuer unless and until such registered owner has delivered to the Issuer written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the registered owner or (ii) banks, insurance companies or other financial institutions or their affiliates. Nothing herein shall limit the right of the Registered Owner or its assignees to sell or assign participation interests in this Bond to one or more entities listed in (i) or (ii).

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 WINFIELD, KANSAS

(Facsimile Seal)

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2024-A, of the City of Winfield, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: April 30, 2024

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

By _____

Registration Number: 0248-018-043024-____

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 Winfield, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of April 30, 2024.

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 April 30, 2024.

WITNESS my hand and official seal.

(Facsimile Seal)

By: (facsimile)
Treasurer of the State of Kansas



Request for Commission Action

Date: 04/08/2024

Requestor: Taggart Wall, city manager

Action Requested:

Consider dedication of land as right-of-way.

Analysis:

We are requesting the commission to consider the dedication of an parcel of land owned by the City as road right-of-way. The parcel was acquired in 2024 in preparation for a planned street and utility project.

Fiscal Impact:

None.

Attachments: Ordinance

(First published in Cowley Courier Traveler on Saturday, April 20, 2024)

BILL NO. 2441

ORDINANCE NO. 4217

AN ORDINANCE

DEDICATING a parcel of land in the Northeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Cowley County, Kansas, as street right-of-way.

WHEREAS, the City of Winfield, Kansas is owner of a certain parcel of land; and,

WHEREAS, the use of the parcel is intended to provide the necessary street right-of-way for public improvements;

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

Section 1. A tract of land in the Northeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Cowley County, Kansas, more particularly described as:

Commencing at a point 30 feet South of and 25 feet East of the Northwest corner of the Northeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Cowley County, Kansas; thence East parallel to the North line of said Quarter Section 10 feet, thence South parallel with the West line of said Quarter Section 200 feet, thence West parallel with the North line of said Quarter Section 10 feet to a point 230 feet South and 25 feet East of the Northwest corner of the Northeast Quarter of said Section 33, thence North parallel with the West line of said Quarter Section 200 feet to the point of beginning.

Is hereby dedicated as street right-of-way as a portion of right-of-way of South Pike Rd.

Section 2. The Clerk of the City of Winfield is hereby authorized and directed to file said dedication with the Register of Deeds of Cowley County, Kansas.

Section 3. This Ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED this 15th day of May 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager



Request for Commission Action

Date: April 15th, 2024

Requestor: Trevor Langer, Environmental Inspector

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

1520 Frankfort St: wood, rubber, garbage, and debris.

716 Menor St: wood, appliances, scrap metal and debris.

414 W 9TH Ave: wood, limbs, rubbish, debris, rubber, appliances, and garbage.

1020 E 7TH Ave: wood, furniture, rubbish, and garbage.

715 E 15TH Ave: wood, appliances, and debris.

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

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

Attachments:

Nuisance Resolution – 1520 Frankfort St - 1 Photo

Nuisance Resolution – 716 Menor St - 2 Photos

Nuisance Resolution – 414 W 9TH Ave - 2 Photos

Nuisance Resolution – 1020 E 7TH Ave – 1 Photo

Nuisance Resolution – 715 E 15TH Ave – 2 Photos



Request for Commission Action
1520 Frankfort-



Department of Public Improvements
200 E. Ninth-PO Box 646
Winfield, KS 67156
620-221-5525 ph
620-221-5590 fax

Request for Commission Action
716 Menor



Request for Commission Action
414 W 9th



Request for Commission Action
1020 E 7th



Request for Commission Action
715 E 15th



A RESOLUTION

DETERMINING the existence of certain nuisances at 1520 Frankfort St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

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

WHEREAS, the City’s inspector, on or about the 13th day of July 2023, and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

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

Owner: VALICIA & KENTON WIRTZ
1520 FRANKFORT ST
WINFIELD, KS 67156

Occupant: VACANT
1520 FRANKFORT ST
WINFIELD, KS 67156

Legal Description: MOORE’S REPLAT, BLOCK L, LT 7 & S5 LT 8

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, rubber, garbage, and debris in front and side yards creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

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

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

ADOPTED this 15th day of April, 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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

A RESOLUTION

DETERMINING the existence of certain nuisances at 716 Menor St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

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

WHEREAS, the City’s inspector, on or about the 6th day of July 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

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

Owner: ASHLEY INGRAM
917 MANSFIELD
WINFIELD, KS 67156

Occupant: VACANT
Property Address: 716 MENOR ST
WINFIELD, KS 67156

Legal Description: TOWNSITE OF WINFIELD, BLOCK 87 N1/2 LT9 & S1/2 LT10

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, appliances, scrap metal and debris in front and back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

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

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

ADOPTED this 15th day of April, 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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

A RESOLUTION

DETERMINING the existence of certain nuisances at 414 W 9th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

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

WHEREAS, the City’s inspector, on or about the 22nd day of July, 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

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

Owner: THOMAS KINNEY
414 W 9TH AVE
WINFIELD, KS 67156

Occupant: THOMAS KINNEY
Property Address: 414 W 9TH AVE
WINFIELD, KS 67156

Legal Description: MANNINGS ADD, BLOCK 48, LOT 5

Nature of Nuisance: A nuisance consisting of wood, limbs, rubbish, debris, rubber, appliances, and garbage in rear yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

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

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

ADOPTED this 15th day of April, 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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

A RESOLUTION

DETERMINING the existence of certain nuisances at 1020 E 7th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

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

WHEREAS, the City’s inspector, on or about the 23rd day of June, 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

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

Owner: MATTHEW & CHRISTINA TROLLMAN
1020 E 7TH AVE
WINFIELD, KS 67156

Occupant: MATTHEW & CHRISTINA TROLLMAN
Property Address: 1020 E 7TH AVE
WINFIELD, KS 67156

Legal Description: WOODS ADD, S95.5 E1/2 LT 11 & S95.5 LT 12

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, furniture, rubbish, and garbage in front yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

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

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

ADOPTED this 15th day of April, 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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

A RESOLUTION

DETERMINING the existence of certain nuisances at 715 E 15th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

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

WHEREAS, the City’s inspector, on or about the 24th day of January 2023, and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

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

Owner: KASTL, JAMES & KASTL, DANA REV LIV TRUST
324 MEADOWLARK AVE
BARTLESVILLE, OK 74006

Occupant: VACANT
Property Address: 715 E 15TH AVE
WINFIELD, KS 67156

Legal Description: LOOMIS ADD, BLOCK 174, LT 9 & N16 LT 8

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

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

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

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

ADOPTED this 15th day of April, 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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



Request for Commission Action

Date: April 15th, 2024

Requestor: Trevor Langer, Environmental Inspector

Action Requested: Seeking approval of a Fixing Resolution fixing the date and time for a public hearing regarding the condemnation of a structure located at 1017 E 9th Ave.

Analysis: Due to a structure fire, it has been determined by the city's Fire Marshal, Chad Mayberry, to be uninhabitable, dangerous, a blight to the neighborhood and in need of repair or removal.

Fiscal Impact: Unknown at this time

Attachments: Fixing Resolution 1017 E 9th Ave.
Building Official Report-1
Photographs

















(First published in Cowley Courier Traveler on Saturday, April 20, 2024)

BILL NO. 2447

RESOLUTION NO. 4324

A RESOLUTION

FIXING the time and place and providing for notice of a public hearing before the Governing Body of the City of Winfield, Kansas, regarding the condemnation of a certain structure in the City of Winfield, Cowley County, Kansas.

WHEREAS, on **January 8, 2024**, the Environmental Inspector of the City of Winfield, Kansas, acting as the enforcing officer pursuant to K.S.A. 12-1750 Supp. et. Seq., filed with the Governing Body of said City, a statement in writing that certain structures hereinafter described are unsafe for human habitation and/or dangerous.

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

Section 1. A hearing will be held on **June 3rd, 2024**, at 5:30 p.m. in the Community Council Room, City Hall, 200 East Ninth Avenue, Winfield, Kansas, at which time the owners, their agents, lien holders of record and any occupants of said structures legally described below:

Structure(s), *A building* on a tract of land legally described as;

Lot 1 except E80, Block 309, Winfield, Cowley County, Kansas, also known as 1017 E 9th Avenue.

may appear and show cause why said structure(s) should not be condemned as unsafe and dangerous and ordered repaired or demolished.

Section 2. The City Clerk is hereby directed to have this resolution published twice in the official city newspaper once each week for two consecutive weeks on the same day of each week and shall give notice to said person or persons in the manner provided by K.S.A. 12-1750 Supp. et. seq.

Section 3. This resolution shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED this 15th day of April 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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



Request for Commission Action

Date: April 8, 2024

Requestor: Patrick Steward, Dir. Of Public Improvements / City Engineer

Action Requested: Requesting approval of mower bids for 2024.

Analysis:

The purchasing department solicited bids for mowers budgeted for 2024. The Park's Dept. had budgeted for two mowers and the Recycle Center had budgeted for one. Of the bids submitted, Hustler Super Z was the low bid. There was an alternate bid submitted that was lower than the Super Z, but the mower did not meet the specifications for minimum horsepower. Therefore, we are recommending the Hustler Super Z.

Fiscal Impact:

Funds were budgeted in the respective departments for the purchase.

Attachments: Bid Tab

PERSONS PRESENT AT BID OPENING

TABULATION SHEET BID OPENING

Name _____ Company Name _____

Time Date 04/08/2024

Tania Richardson _____ City of Winfield Clerk

Amanda Neal _____ City of Winfield Purchasing

Item Bid	72" Commercial ZTR Mower w/ side discharge
Department	Parks/ Recycling Center

Bidder (Name and Address)	Item Bid	Lead Time	Quantity	Unit Price	Extended Price
Oxford Saw & Mower, Inc.	Make: Grasshopper Model: 337G5EFI HP: 37	N/A	3ea	\$12,540.00	\$37,620
	ALTERNATE: Make: Grasshopper Model: 335 HP: 35	N/A	3ea	\$12,826.75	\$38,480.25
PrairieLand Partners	Make: John Deer Model: Z960M HP:31	June 2024	3ea	\$13,000.00	\$39,000.00
	ALTERNATE Make: John Deer Model:Z950M HP:27	June 2024	3ea	\$12,200.00	\$36,600
Grouse Valley Equipment	Make: Hustler Super Z Model:942888 HP: 35	In-stock	3ea	\$12,464.90	\$37,394.70

Bid Awarded to: _____ Delivery Date: _____



Base Specifications for New/Current Model Heavy-Duty, Commercial-Grade Zero Turn Radius Mowers 54", 60", 72" Deck Width

Standard equipment & accessories as indicated in the manufacturer's current model year literature. Optional equipment as necessary to meet the following requirements.

- 54"- minimum 23.5 HP Gas Engine
- 60"- minimum 27 HP Gas Engine
- 72"- minimum 29-33 HP Gas Engine

All deck widths

- Heavy-duty, Commercial-grade, Self-propelled, Mid-mount, ROPS
- Hydraulic cooling- transmission mounted fans
- Dual hydrostatic
- Molded vinyl seat with comfort suspension-ride or air-ride
- City will receive from vendor by DVD, written manual or qualified instructor, training sufficient for operating equipment. Training, performed on City site, will include pre-operation inspection, start up and shut down procedures, emergency procedures, and general operations including hands-on operation. All expenses of training are responsibility of vendor.
- 1 Operators Manual, 1 Service Manual, 1 Parts Manual, 1 Engine Service Manual with each unit.
- Written description of manufacturer's standard warranty terms and conditions
- FOB Winfield, Kansas

Options

- Side Discharge
- Rear Discharge
- Mulching Kit