

Agenda

City Commission of the City of Neodesha, KS

August 10, 2022 2:00 p.m.

ZOOM Online Access: <https://us02web.zoom.us/j/6203252828>

Item 1: Opening Session

- Call to Order
- Roll Call
- Invocation
- Pledge of Allegiance
- Additions/Deletions to the Agenda
- Mayor's Report
- Commissioners' Reports
- City Administrator's Comments
- Community Development Director Report

Item 2: Public Comments

Item 3: Consent Agenda (Routine agenda items can be approved with unanimous consent of the City Commission. Any item can be removed and placed in items of business.)

- Approval of July 27, 2022 Minutes
- Appropriation (2022) 14

Item 4: Business Items to Consider

- A. 2023 Budget Hearing
- B. Approve 2023 Budget
- C. Ordinance: Adopting 2022 Standard Traffic Ordinance
- D. Ordinance: Adopting 2022 Uniform Public Offense Code
- E. Ordinance: Authorizing Issuance of Bonds for Police Building
- F. Resolution: Authorizing Sale of GO Bonds, Series 2022-B, for Police Building
- G. Approve KHRC Amended Grant Agreement
- H. Land Bank: Consider Sale of Property to SICUT North America Inc.

Item 5: Date/Time of Next Regular Meeting

Wednesday, August 24, 2022 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session – Non-elected Personnel

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
August 10, 2022

Additions to the Agenda

RECOMMENDED MOTION: *I move to approve the agenda as presented.*

Consent Agenda

RECOMMENDED MOTION: *I move to approve the consent agenda as presented.*

Business Items to Consider

4.A: 2023 Budget Hearing

The Public Hearing for the 2023 Budget will be opened and comments taken. After the hearing is closed the budget can be adopted under agenda item 4B.

RECOMMENDED MOTION: *N/A*

4.B: Approve 2023 Budget

Upon completion of the 2023 Budget Hearing (agenda item 4A), the Commission is asked to adopt the 2023 budget.

RECOMMENDED MOTION: *I move to adopt the Budget for the 2023 calendar year as presented.*

4.C: Ordinance: Adopting 2022 Standard Traffic Ordinance

For this agenda item, the Commission is asked to approve Ordinance 1771, incorporating by reference the 2022 edition of the Standard Traffic Ordinance (STO). The STO is published by the League of Kansas Municipalities, and allows us to incorporate by reference the various traffic offense codes applicable to most cities in Kansas.

RECOMMENDED MOTION: *I move to approve Ordinance 1771, adopting the 2022 Standard Traffic Ordinance as presented.*

4.D: Ordinance: Adopting 2022 Uniform Public Offense Code

For this agenda item, the Commission is asked to approve Ordinance 1772, incorporating by reference the 2022 edition of the Uniform Public Offense Code (UPOC). The UPOC is published by the League of Kansas Municipalities, and allows us to incorporate by reference the various criminal offense codes applicable to most cities in Kansas.

RECOMMENDED MOTION: *I move to approve Ordinance 1772 adopting the 2022 Uniform Public Offense Code as presented.*

4.E: Ordinance: Authorizing Issuance of Bonds for Police Building

The Commission is asked to approve Ordinance 1773, authorizing the issuance of bonds to retire the temporary note financing for the costs of constructing the new police department building.

RECOMMENDED MOTIONS: *I move to approve Ordinance 1773 as presented.*

4.F: Resolution: Authorizing Sale of GO Bonds, Series 2022-B, for Police Building

Upon the approval of Ordinance 1773 (agenda item 4E), the Commission is asked to approve Resolution 22-13, that provides the details related to the sale and delivery of the City's General Obligation Bonds, Series 2022-B.

RECOMMENDED MOTIONS: *I move to approve Resolution 22-13 as presented.*

4.G: Approve KHRC Amended Grant Agreement

On September 23, 2020, the Commission approved the submission of a grant request to the Kansas Housing Resources Commission (KHRC). This infrastructure grant request was subsequently approved by KHRC in the amount of \$400,000, to be split (in partnership), with the City of Independence. The Amended Grant Agreement to be considered by the Commission would increase the City of Neodesha housing infrastructure grant amount to \$500,000.

RECOMMENDED MOTIONS: *I move to approve the Amended Grant Agreement with the Kansas Housing Resources Commission as presented.*

4.H: Land Bank: Consider Sale of Property to SICUT North America Inc.

The Commission is asked to convene as the Neodesha Land Bank and consider the sale of property in the W. Granby Business Park to SICUT North America Inc. This sale was initially approved by the Land Bank Board on May 25, 2022. The sale, however, has now been fully approved by all the attorneys, and the Title Company would prefer to have a motion dated after the full approval. Additionally, the Title Company would also prefer that the motion include the approval for someone to executing the sale documents.

RECOMMENDED MOTION: *I move to convene as the Neodesha Land Bank to discuss the sale of property.*

RECOMMENDED MOTION: *I move to approve the sale of W. Granby Business Park property to SICUT North America Inc., at a sale price of \$40,000, and authorize the City Administrator to execute the sale documents.*

RECOMMENDED MOTION: *I move to adjourn as the Neodesha Land Bank Board and re-convene as the City of Neodesha Governing Body.*

Item 6: Executive Session:

EXECUTIVE SESSION: Non-Elected Personnel

I move to recess to an Executive Session including the Governing Body, City Administrator, and City Clerk to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, KSA 75-4319(b)(1) because if this matter were discussed in open session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at ____ p.m.

July 27, 2022

The Board of Commissioners met in regular session at 2:00 p.m. in the Commission Room at City Hall conducting the meeting by live streaming with Zoom on Wednesday, July 27, 2022 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present. City Administrator Ed Truelove joined the meeting by Zoom as he officially is on vacation.

Commissioner Nichol moved to approve the agenda as presented. Seconded by Commissioner Moffatt. Motion carried.

Commission Reports were heard.

No Administrator reports were heard for this meeting.

Community Development Director reports were heard.

Public Comments were invited and heard.

Commissioner Moffatt moved to approve the consent agenda as presented consisting of minutes from the July 13, 2022 Commission Meeting; minutes from the July 18, 2022 Special Call Meeting; and Appropriation (2022) 13. Seconded by Commissioner Nichol. Motion carried.

Mayor Johnson read a Proclamation declaring Tuesday, August 2, 2022 as National Night Out 2022 calling upon all citizens to join the City of Neodesha and the National Association of Town Watch to celebrate this event.

Assistant to the City Administrator, Jeri Hammerschmidt, addressed the Commission regarding the approval of a letter of engagement with Jarred, Gilmore & Phillips PA to conduct the City's 2022 Audit. Discussion held.

Commissioner Nichol moved to approve the engagement letter with Jarred, Gilmore & Phillips PA, for completion of the 2022 Audit in an amount not to exceed \$10,600. Seconded by Commissioner Moffatt. Motion carried.

Assistant to the City Administrator, Jeri Hammerschmidt, addressed the Commission regarding a request from representatives of Wilson Medical Center for use of the Waterworks Amphitheatre and Riverwalk Park for a Wilson Medical Center Fall Festival, scheduled for October 8, 2022. Discussion held.

Commissioner Moffatt moved approve the October 8th use of the Waterworks Amphitheatre and Riverwalk Park by Wilson Medical Center. Seconded by Commissioner Nichol. Motion carried.

Assistant to the City Administrator, Jeri Hammerschmidt, addressed the Commission regarding a request from representatives of Wilson Medical Center to approve their permit for conducting a Beer Garden during the Wilson Medical Center Fall Festival on October 8, 2022. Discussion held.

Commissioner Nichol moved to approve a Beer Garden permit for Wilson Medical Center for their 2022 Fall Festival at Riverwalk Park, October 8, 2022. Seconded by Commissioner Moffatt. Motion carried.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, Assistant to the City Administrator, and City Clerk in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 2:55 p.m. Seconded by Commissioner Nichol. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 2:55 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, August 10, 2022 at 2:00 p.m.

At 2:56 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

I CERTIFY THAT THERE IS SUFFICIENT MONEY AVAILABLE WITHIN THE FUNDS RELATED TO THE FOLLOWING NAMED VENDORS FOR PAYMENT:

ORDINANCE NO 14	8/10/2022	378,608.88
-----------------	-----------	------------

APPROVED BY:

APPROVED BY:

APPROVED BY:

APPROVED BY:

APPROPRIATIONS REPORT

ORDINANCE NO 14	8/10/2022
------------------------	------------------

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DAT</u>
A & C AUTO GLASS	WINDSHIELD REPLACEMENT	225.00	70870	8/10/2022
A T & T	PHONE CHARGES	258.61	70871	8/10/2022
BORDER STATES INDUSTRIES INC	SUPPLIES	411.14	70872	8/10/2022
CARTER AUTO PARTS	AUTO PARTS & SUPPLIES	288.89	70873	8/10/2022
CINTAS	FIRST AID SUPPLIES	252.20	70874	8/10/2022
CJ'S THREADS	EMBROIDERY	87.00	70875	8/10/2022
CLEAVER FARM & HOME	SUPPLIES	525.50	70876	8/10/2022
CULLIGAN OF INDEPENDENCE	AUGUST WATER SERVICE	307.71	70877	8/10/2022
D & D AUTO REPAIR & ALIGNMENT	BATTERY	389.90	70878	8/10/2022
ENVIROLINE CO INC	PREVENTIVE MAINTENANCE SERVICE	1,175.50	70879	8/10/2022
FASTENAL COMPANY	SUPPLIES	392.14	70880	8/10/2022
FREDONIA OUTDOOR EQUIPMENT	SUPPLIES	70.70	70881	8/10/2022
FREDONIA TRUE VALUE HARDWARE	ELECTRIC SUPPLIES	150.80	70882	8/10/2022
G & W FOODS	POOL CONCESSIONS	673.57	70884	8/10/2022
HAWKINS INC	CHEMICALS & SUPPLIES	4,125.95	70885	8/10/2022
HUGO'S INDUSTRIAL SUPPLY, INC	SUPPLIES	392.86	70886	8/10/2022
INDUSTRIAL SALES COMPANY INC	METER VALVE & RISER	469.52	70887	8/10/2022
KANSAS CORPORATION COMMISSION	ANNUAL PIPELINE INSPECTION FEE	1,113.00	70888	8/10/2022
KANSAS ONE-CALL SYSTEM, INC	JULY LOCATES	39.60	70889	8/10/2022
KANSAS SECRETARY OF STATE	PUBLICATION FOR BONDS	21.00	70890	8/10/2022
KANSAS STATE TREASURER	RW BOND PAYMENT	234,010.00	70891	8/10/2022
KOONS GAS MEASUREMENT	GAS SUPPLIES	4,857.09	70892	8/10/2022
LAKELAND OFFICE SYSTEMS	JULY COPIER MAINTENANCE	195.15	70893	8/10/2022
LANDIS+GYR TECHNOLOGY INC	JULY 2022 AMIR	950.00	70894	8/10/2022
LAWSON PRODUCTS	TIRE REPAIR/SUPPLY	939.06	70895	8/10/2022
LEAGUE OF KS MUNICIPALITIES	TRAFFIC ORD/PUB OFFENSE CODE	281.71	70896	8/10/2022
LOCKE SUPPLY	SUPPLIES	249.90	70897	8/10/2022
JENNIFER MARLER	NATIONAL NIGHT OUT REIMBURSE	462.87	70898	8/10/2022
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	1,154.58	70899	8/10/2022

MEDICLAIMS INC	AMBULANCE COLLECTION FEES	70900	8/10/2022	3,101.31
MIDWEST COMPUTER SALES	ONLINE BACKUP SOLUTION	70901	8/10/2022	194.95
NEODESHA DERRICK NEWS	PUBLICATIONS	70903	8/10/2022	1,445.25
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SVC	70904	8/10/2022	1,132.56
PORTER DRUG STORE	MEDICATIONS	70905	8/10/2022	183.15
PRAIRIE FIRE COFFEE	BEVERAGE SERVICE	70906	8/10/2022	495.15
QUILL LLC	OFFICE SUPPLIES	70907	8/10/2022	297.21
ROMANS OUTDOOR POWER	ELEMENT FUEL FILTERS	70908	8/10/2022	115.98
SANDBAGGER GOLF & TURF	OIL/FILTER/BLADES	70909	8/10/2022	144.45
SENSIT TECHNOLOGIES	PARTS REPAIR CALIBRATION	70910	8/10/2022	1,954.23
SOCKET TELECOMM LLC	PHONE CHARGES	70911	8/10/2022	200.44
SOUTHERN UNIFORM & TACTICAL	UNIFORMS	70912	8/10/2022	1,280.84
STANION WHOLESALE ELECTRIC	ELECTRIC SUPPLIES	70914	8/10/2022	14,750.44
STEVE'S LOCK OUT	LOCK CHANGE FOR SRO	70915	8/10/2022	135.00
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	70916	8/10/2022	90.00
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	70917	8/10/2022	113.00
EVERGY	STREETLIGHTS @ OTTAWA	70918	8/10/2022	115.32
WESTERN AUTO	PARTS & SUPPLIES	70919	8/10/2022	266.89
WILSON COUNTY COORDINATOR	LANDFILL CHARGES	70920	8/10/2022	1,755.00
WEX BANK	FUEL	70637	7/8/2022	13,824.95
DEPT OF MOTOR VEHICLES	DRIVING RECORD FEE	70695	7/27/2022	5.00
SOUTHERN STAR CENTRAL GP INC	JUNE BILLING	70696	7/27/2022	7,641.99
VISA	MEMBER DUES,SUPPLIES,TRAINING	70697	7/27/2022	7,610.20
DOUG REECE	REIMBURSE FOR MUSEUM SUPPLIES	70698	7/27/2022	57.76
CASH	EMPLOYEE BIRTHDAYS	70699	7/27/2022	50.00
CONSTELLATION NEWENERGY	JUNE BILLING	70700	7/27/2022	51,471.60
ADVANCE INSURANCE COMPANY	JULY PREMIUMS	70701	7/27/2022	491.69
WEX BANK	FUEL	70702	7/27/2022	15,213.57

*****TOTAL*****
378,608.88

To the Clerk of Wilson County, State of Kansas

We, the undersigned, officers of

City of Neodesha

certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the
maximum expenditures for the various funds for the year 2023; and
(3) the Amounts(s) of 2022 Ad Valorem Tax are within statutory limitations.

Assisted by: _____

Address: _____

Email: _____

Attest: _____, 2022

County Clerk

		Revenue Neutral Rate	63.903
Devin Johnson		Mayor	
J.D. Moffatt		Vice-Mayor	
Tom Nichol		Commissioner	

Page No. 1

City of Neodesha

2023

Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

Budgeted Fund for 2022	Ad Valorem Levy Tax Year 2021	Allocation for Year 2023				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	515,771	82,097	1,581	644	1,951	0
Debt Service						
Library	80,175	12,762	246	100	303	0
Economic Development	139,857	22,262	429	175	529	0
TOTAL	735,803	117,121	2,256	919	2,783	0

County Treas Motor Vehicle Estimate	<u>117,121</u>			
County Treas Recreational Vehicle Estimate		<u>2,256</u>		
County Treas 16/20M Vehicle Estimate			<u>919</u>	
County Treas Commercial Vehicle Tax Estimate				<u>2,783</u>
County Treas Watercraft Tax Estimate				<u>0</u>

Motor Vehicle Factor	0.15917				
Recreational Vehicle Factor		0.00307			
16/20M Vehicle Factor			0.00125		
Commercial Vehicle Factor				0.00378	
Watercraft Factor					0.00000

Page No. 4

STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION*

Item Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance As Beginning of 2022	Payments Due 2022	Payments Due 2023
Fire Dept Ladder Truck	2/27/2017	60	1.62	25,000	5,352	5,352	0
Street Sweeper	9/12/2018	60	2.95	167,070	69,102	36,087	36,087
Freightliner Trash Truck	1/22/2020	36	2.51	111,035	74,942	38,887	38,887
Ambulance x 2	8/5/2021	84	1.81	530,146	530,146	81,398	81,398
Totals					679,542	161,724	156,372

*****If leasing/renting with no intent to purchase, do not list--such transactions are not lease-purchases.**

**WORKSHEET FOR STATE GRANT-IN-AID TO PUBLIC LIBRARIES AND
REGIONAL LIBRARY SYSTEMS**

Budgeted Year: 2023

Library found in: City of Neodesha
Wilson County

As provided in KSA 79-2553 *et seq.*, two tests are used to determine eligibility for State Library Grant. If the grant is approved, then the municipality's library will be paid the grant on February 15 of each year.

First test:

	Current Year <u>2022</u>	Proposed Year <u>2023</u>
Ad Valorem	\$80,175	\$90,235
Delinquent Tax	\$0	\$0
Motor Vehicle Tax	\$11,675	\$12,762
Recreational Vehicle Tax	\$207	\$246
16/20M Vehicle Tax	\$46	\$100
LAVTR	\$0	\$0
	<u>\$0</u>	<u>\$0</u>
TOTAL TAXES	\$92,103	\$103,343
Difference in Total Taxes:	\$11,240	
Qualify for grant:	Qualify	

Second test:

Assessed Valuation	\$9,574,021	\$9,790,842
Did Assessed Valuation Decrease?	No	
Levy Rate	8.219	9.216
Difference in Levy Rate:	0.997	
Qualify for grant:	Qualify	

Overall does the municipality qualify for a grant? **Qualify**

If the municipality would not have qualified for a grant, please see the below narrative for assistance from the State Library.

City of Neodesha

2023

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget General	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	26,140	182,237	541,254
Receipts:			
Ad Valorem Tax	573,524	515,771	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	54,529	50,000	50,000
Motor Vehicle Tax	91,370	93,676	82,097
Recreational Vehicle Tax	1,581	1,663	1,581
16/20M Vehicle Tax	769	371	644
Commercial Vehicle Tax	2,158	3,036	1,951
Watercraft Tax		0	0
Gross Earning (Intangible) Tax		0	0
LAVTR		0	0
City and County Revenue Sharing		0	0
Sales Tax	320,586	310,000	310,000
Sales Tax - WMC	320,586	310,000	310,000
Sales Tax - Infrastructure	221,110	310,000	0
911 Tax	1,514	1,500	1,500
Weeds & Demolition Tax	11,318	4,000	4,000
Local Alcoholic Liquor Tax	2,975	3,500	3,500
Ambulance Tax Levy	165,667	165,000	165,000
PD Fines, Forfeitures & Penalties	67,267	60,000	60,000
Ambulance Fees	261,445	250,000	250,000
Fire Department Fees	16,257	16,000	16,000
Cemetery Fees	7,185	7,000	7,000
Utility Transfer Fees	1,025	2,000	2,000
Swimming Pool Receipts	48,951	40,000	40,000
Dog Tags	1,900	2,500	2,500
Franchises & Licenses	20,971	20,000	20,000
Interest Income	1,222	1,000	1,000
Oil Royalties	3,987	7,000	7,000
Rental Income - Hangar Rent	2,520	3,600	3,600
Rental Income - Wellness Center	13,310	0	0
Rental Income - Civic Center	1,725	2,000	2,000
Rental Income - Incubator Building	5,900	8,000	3,000
Rental Income - Farm	4,412	15,000	15,000
Rental Income - RV Park	2,685	12,000	12,000
Rental Income - Trailer Park	450	0	0
Auction Proceeds		33,600	10,000
Sale of Property - Land Bank	15,942	40,000	10,000
Click-It or Ticket Grant	2,432	0	0
State Grants	15,000	0	0
Capital Lease Proceeds	530,146	0	0
Donations	3,777	0	0
Transfer from Gas Fund	300,000	700,000	970,000
Transfer from Electric Fund	200,000	600,000	600,000
Transfer from Sewer Fund	50,000	100,000	190,000
Interest on Idle Funds			
Neighborhood Revitalization Rebate	-16,507		0
Miscellaneous	67,534		
Does miscellaneous exceed 10% Total Rec			
Total Receipts	3,397,223	3,688,217	3,151,373
Resources Available:	3,423,363	3,870,454	3,692,627

Adopted Budget
General

See Tab A

City of Neodesha

2023

Adopted Budget General Fund - Detail Page 1	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Expenditures:			
101 Administration			
Salaries	35,912	22,000	24,000
Contractual	34,070	97,500	128,100
Commodities	14,170	13,500	12,000
Capital Outlay	35,217	60,000	33,000
Debt Service - Interest	4,785		
Total	124,154	193,000	197,100
121 Airport			
Salaries	0	0	0
Contractual	5,419	4,800	5,200
Commodities	9,192	12,500	22,500
Capital Outlay	0	0	0
Total	14,611	17,300	27,700
126 Municipal Court			
Salaries	11,626	12,800	12,600
Contractual	0	500	500
Commodities	225	500	500
Capital Outlay	0	0	0
Total	11,851	13,800	13,600
202 Police			
Salaries	541,876	635,000	782,300
Contractual	38,286	54,650	66,700
Commodities	81,462	66,000	84,000
Capital Outlay	38,418	55,000	68,000
Debt Service - PD Building		0	55,000
Total	700,042	810,650	1,056,000
206 Fire			
Salaries	305,909	236,850	271,000
Contractual	58,252	88,000	101,000
Commodities	24,459	44,200	66,000
Capital Outlay	7,045	10,000	136,500
Debt Service - Ambulance Lease		40,000	40,000
Total	395,665	419,050	614,500
222 EMS			
Salaries	461,325	545,850	608,500
Contractual	32,228	88,500	86,900
Commodities	37,783	50,000	63,900
Capital Outlay	567,194	10,000	127,000
Debt Service - Ambulance Lease	0	84,000	42,000
Total	1,098,530	778,350	928,300
305 Swimming Pool			
Salaries		0	33,000
Contractual		0	56,900
Commodities		0	30,500
Capital Outlay		0	0
Total	0	0	120,400
350 Neodesha Historical Museum			
Salaries	4,415	7,200	7,500
Contractual	572	3,500	4,200
Commodities	1,126	1,000	1,500
Capital Outlay	0	0	0
Total	6,113	11,700	13,200
Page 1 - Total	2,350,966	2,243,850	2,970,800

City of Neodesha

2023

Adopted Budget

General Fund - Detail Page 2	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Expenditures:			
327 Parks & Facilities			
Salaries	122,316	143,750	120,450
Contractual	72,242	102,200	134,000
Commodities	26,226	43,900	79,700
Capital Outlay	16,473	15,200	0
Total	237,257	305,050	334,150
407 Streets			
Salaries	217,832	277,800	283,600
Contractual	40,435	41,500	71,500
Commodities	42,247	44,000	68,500
Capital Outlay	0	40,000	19,000
Total	300,514	403,300	442,600
530 Service Improvements			
Employee Committee	7,100	7,000	8,000
Chamber of Commerce	375	0	500
Demolition	19,065	50,000	60,000
Total	26,540	57,000	68,500
WMC - Sales Tax Pmt			
Salaries	0	0	0
Contractual	320,586	310,000	310,000
Commodities	0	0	0
Capital Outlay	0	0	0
Total	320,586	310,000	310,000
Ladder Truck Lease Purchase			
Salaries	0	0	0
Contractual	5,263	10,000	0
Commodities	0	0	0
Capital Outlay	0	0	0
Total	5,263	10,000	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Page 2 -Total	890,160	1,085,350	1,155,250
Page 1 -Total	2,350,966	2,243,850	2,970,800
Grand Total	3,241,126	3,329,200	4,126,050

(Note: Should agree with general sub-totals.)

City of Neodesha

2023

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget

Debt Service	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Ad Valorem Tax		0	xxxxxxxxxxxxxxxx
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Cash Basis Reserve (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	xxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount	0	0	0
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			0
Tax Required			0
Delinquent Comp Rate: 0.0%			0
Amount of 2022 Ad Valorem Tax			0

Adopted Budget

Library	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	8,873	8,873	8,354
Receipts:			
Ad Valorem Tax	71,481	80,175	xxxxxxxxxxxxxxxx
Delinquent Tax	7,622		
Motor Vehicle Tax	12,772	11,675	12,762
Recreational Vehicle Tax	220	207	246
16/20M Vehicle Tax	111	46	100
Commercial Vehicle Tax	300	378	303
Watercraft Tax		0	0
Interest on Idle Funds			
Neighborhood Revitalization Rebate	(2,057)		0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	90,449	92,481	13,411
Resources Available:	99,322	101,354	21,765
Expenditures:			
Appropriation to Library	90,449	93,000	112,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	90,449	93,000	112,000
Unencumbered Cash Balance Dec 31	8,873	8,354	xxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount	98,300	93,000	112,000
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			112,000
Tax Required			90,235
Delinquent Comp Rate: 0.0%			0
Amount of 2022 Ad Valorem Tax			90,235

CPA Summary

City of Neodesha

2023

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Economic Development			
Unencumbered Cash Balance Jan 1	45,991	20,491	20,223
Receipts:			
Ad Valorem Tax	28,321	139,857	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	4,324	0	
Motor Vehicle Tax	9,771	4,625	22,262
Recreational Vehicle Tax	169	82	429
16/20M Vehicle Tax	63	18	175
Commercial Vehicle Tax	240	150	529
Watercraft Tax		0	0
Interest on Idle Funds			
Neighborhood Revitalization Rebate	-815		0
Miscellaneous	21		
Does miscellaneous exceed 10% Total Rec			
Total Receipts	42,094	144,732	23,395
Resources Available:	88,085	165,223	43,618
Expenditures:			
Salaries - Economic Development Director	64,588	70,000	70,000
Contractual	1,508	0	0
Economic Development	1,498	75,000	75,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	67,594	145,000	145,000
Unencumbered Cash Balance Dec 31	20,491	20,223	xxxxxxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount:	90,500	145,000	145,000
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		
			145,000
			Tax Required
			101,382
Delinquent Comp Rate:	0.0%		0
Amount of 2022 Ad Valorem Tax			101,382

Adopted Budget	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
0			
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Ad Valorem Tax		0	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	xxxxxxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount:	0	0	0
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		
			0
			Tax Required
			0
Delinquent Comp Rate:	0.0%		0
Amount of 2022 Ad Valorem Tax			0

CPA Summary

City of Neodesha

2023

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget

Special Highway	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	104,667	137,970	128,860
Receipts:			
State of Kansas Gas Tax	64,930	62,890	61,940
County Transfers Gas		0	0
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	64,930	62,890	61,940
Resources Available:	169,597	200,860	190,800
Expenditures:			
Contractual	31,627	72,000	72,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	31,627	72,000	72,000
Unencumbered Cash Balance Dec 31	137,970	128,860	118,800
2021/2022/2023 Budget Authority Amount:	72,000	72,000	72,000

Adopted Budget

201 Special Parks	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	52,374	55,349	60,814
Receipts:			
Alcohol Tax	2,975	5,465	5,700
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	2,975	5,465	5,700
Resources Available:	55,349	60,814	66,514
Expenditures:			
Capital Outlay		0	0
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	55,349	60,814	66,514
2021/2022/2023 Budget Authority Amount:	20,000	0	0

CPA Summary

City of Neodesha

2023

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
204 Swim Pool Bond			
Unencumbered Cash Balance Jan 1	287,918	205,266	48,816
Receipts:			
Sales Tax			
Bond Credit Payment			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	0
Resources Available:	287,918	205,266	48,816
Expenditures:			
Swimming Pool Salaries	60,233	79,700	48,816
Swimming Pool Contractural	1,612	51,250	0
Swimming Pool Commodities	20,807	25,500	0
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	82,652	156,450	48,816
Unencumbered Cash Balance Dec 31	205,266	48,816	0
2021/2022/2023 Budget Authority Amount:	109,450	156,450	48,816

Adopted Budget

Adopted Budget	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
206 WMC Bond Pmt			
Unencumbered Cash Balance Jan 1	466	5,250	8,725
Receipts:			
Special Assessments	79,569	85,000	85,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	79,569	85,000	85,000
Resources Available:	80,035	90,250	93,725
Expenditures:			
Bond Payment	70,000	75,000	75,000
Bond Payment - Interest	4,785	6,525	6,500
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	74,785	81,525	81,500
Unencumbered Cash Balance Dec 31	5,250	8,725	12,225
2021/2022/2023 Budget Authority Amount:	79,570	81,525	81,500

CPA Summary

City of Neodesha

2023

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget

207 Tort Liability	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	43,816	43,816	43,816
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	0
Resources Available:	43,816	43,816	43,816
Expenditures:			
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	43,816	43,816	43,816
2021/2022/2023 Budget Authority Amount	43,000	0	0

Adopted Budget

214 Infrastructure Tax	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	0	0	0
Receipts:			
Sales Tax	0	0	310,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	310,000
Resources Available:	0	0	310,000
Expenditures:			
Contractual	0	0	200,000
Commodities	0	0	40,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	0	0	240,000
Unencumbered Cash Balance Dec 31	0	0	70,000
2021/2022/2023 Budget Authority Amount	0	0	240,000

CPA Summary

City of Neodesha

2023

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
700 Gas Fund	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	423,073	628,038	1,195,838
Receipts:			
Gas Sales	2,390,351	3,000,000	3,000,000
Connection Fees	6,526	10,000	10,000
Penalties	10,981	15,000	15,000
Interest on Idle Funds	1,291	5,000	5,000
Miscellaneous	684		
Does miscellaneous exceed 10% Total Rec			
Total Receipts	2,409,833	3,030,000	3,030,000
Resources Available:	2,832,906	3,658,038	4,225,838
Expenditures:			
Gas Administration	244,911	273,600	384,800
Gas Distribution	232,917	328,600	429,450
Gas Production	1,177,753	800,000	1,000,000
Transfer to General	300,000	700,000	970,000
Transfer to Reserves	100,000	300,000	300,000
Debt Service - Gas Line Project Pmt	0	0	67,000
Debt Service - Street Sweeper	36,087	20,000	20,000
Debt Service - Mini Excavator	0		8,500
Capital Outlay	113,200	40,000	79,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	2,204,868	2,462,200	3,258,750
Unencumbered Cash Balance Dec 31	628,038	1,195,838	967,088
2021/2022/2023 Budget Authority Amount:	2,245,150	2,532,200	3,258,750

Adopted Budget

701 Water Fund	Prior Year	Current Year	Proposed Budget
	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	160,057	295,079	309,579
Receipts:			
Water Sales	921,501	900,000	900,000
Connection Fees	6,726	10,000	10,000
Penalties	10,489	12,000	12,000
CRF Grant		0	0
Interest on Idle Funds	172	600	600
Tank Sales		2,500	2,500
Miscellaneous	1,618	500	500
Does miscellaneous exceed 10% Total Rec			
Total Receipts	940,506	925,600	925,600
Resources Available:	1,100,563	1,220,679	1,235,179
Expenditures:			
Water Administration	28,831	39,500	16,700
Water Distribution	213,262	267,300	271,200
Water Production	390,296	399,800	440,600
Debt Service - RW Loan Payment (70)	164,000	164,500	164,500
Transfer to Wtr Reserves			50,000
Capital Outlay	9,095	40,000	60,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	805,484	911,100	1,003,000
Unencumbered Cash Balance Dec 31	295,079	309,579	232,179
2021/2022/2023 Budget Authority Amount:	835,800	911,100	1,003,000

CPA Summary

City of Neodesha

2023

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget

702 Electric Fund	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	341,515	596,153	835,553
Receipts:			
Electric Sales	4,372,073	4,700,000	4,700,000
Connection Fees	7,422	11,000	11,000
Penalties	28,421	43,000	43,000
Service Fees	4,654	7,500	7,500
Loan Proceeds - SOK Low Interest Loan	825,000		
Interest on Idle Funds	172	500	500
Miscellaneous	6147		
Does miscellaneous exceed 10% Total Rec			
Total Receipts	5,243,889	4,762,000	4,762,000
Resources Available:	5,585,404	5,358,153	5,597,553
Expenditures:			
Electric Administration	264,386	312,700	424,700
Electric Distribution	468,391	728,900	79,700
Electric Production	3,430,262	2,200,000	3,000,000
Transfer to General Fund	200,000	600,000	600,000
Transfer to Electric Reserves	50,000	200,000	200,000
Debt Service - SOK Low Interest Loan	276,060	276,000	276,000
Transfer to CDBG Fund	73,525		
Capital Outlay	226,627	205,000	155,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	4,989,251	4,522,600	4,735,400
Unencumbered Cash Balance Dec 31	596,153	835,553	862,153
2021/2022/2023 Budget Authority Amount	5,269,750	4,681,600	4,735,400

Adopted Budget

703 Sewer Fund	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	286,094	457,226	449,376
Receipts:			
Sewer Revenue	528,658	500,000	500,000
Penalties	7,189	7,500	7,500
Interest on Idle Funds	52	300	300
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	535,899	507,800	507,800
Resources Available:	821,993	965,026	957,176
Expenditures:			
Sewer Administration	135,432	156,500	155,550
Sewer System	70,181	80,150	217,150
Sewer Lagoons	39,144	58,500	82,900
Transfer to General Fund	50,000	100,000	190,000
Transfer to Sewer Reserves	0	0	50,000
Debt Service - RW Loan Pmt (30)	70,010	70,500	70,500
Capital Outlay		50,000	99,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	364,767	515,650	865,100
Unencumbered Cash Balance Dec 31	457,226	449,376	92,076
2021/2022/2023 Budget Authority Amount	410,600	515,650	865,100

CPA Summary

City of Neodesha

2023

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
704 Solid Waste Fund			
Unencumbered Cash Balance Jan 1	100,975	91,703	66,203
Receipts:			
Solid Waste Revenue	216,980	220,000	270,000
Penalties	2,645	3,500	3,500
Interest on Idle Funds		0	0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	219,625	223,500	273,500
Resources Available:	320,600	315,203	339,703
Expenditures:			
Solid Waste Salaries	130,504	140,800	159,650
Contractual	28,520	38,300	42,800
Commodities	15,986	29,900	51,400
Transfer to General	0	0	0
Transfer to SW Reserves	15,000	0	0
Capital Outlay	0	0	4,000
Debt Service - Trash Truck	38,887	40,000	40,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	228,897	249,000	297,850
Unencumbered Cash Balance Dec 31	91,703	66,203	41,853
2021/2022/2023 Budget Authority Amount:	253,200	264,000	297,850

Adopted Budget

Adopted Budget	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
706 Storm Water			
Unencumbered Cash Balance Jan 1	85,423	102,627	97,677
Receipts:			
Storm Water Revenue	44,194	42,000	42,000
Penalties	550	600	600
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	44,744	42,600	42,600
Resources Available:	130,167	145,227	140,277
Expenditures:			
Contractual	469	2,700	4,000
Commodities	10,071	4,850	16,000
Debt Service - Street Sweeper	0	20,000	20,000
Transfer to Storm Water Reserves	17,000	20,000	20,000
Capital Outlay	0	0	44,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	27,540	47,550	104,000
Unencumbered Cash Balance Dec 31	102,627	97,677	36,277
2021/2022/2023 Budget Authority Amount:	28,650	47,550	104,000

CPA Summary

(Only the actual budget year for 2021 is reported)

(1) Fund Name:

(1) Fund Name:

(4) Fund Name:

(5) Fund Name:

(5) Fund Name:

(1) Fund Name:				(2) Fund Name:				(3) Fund Name:				(4) Fund Name:				(5) Fund Name:			
208 Police Substation		209 Neodesha Museum		211 Seizure Funds		212 Emp Health Benefit		213 Tax Seizure Fund											
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered			
Cash Balance Jan 1	35,840	Cash Balance Jan 1		Cash Balance Jan 1		Cash Balance Jan 1	3,525	Cash Balance Jan 1	241,783	Cash Balance Jan 1	3,362	Cash Balance Jan 1		Cash Balance Jan 1		Cash Balance Jan 1			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipts:				Receipts:				Receipts:				Receipts:			
Receipts:				Receipt															

****Note:** These two block figures should agree.

NON-BUDGETED FUNDS (B)

(Only the actual budget year for 2021 is reported)

Non-Budgeted Funds-B

[illegible]

****Note:** These two block figures should agree.

CPA Summary

NOTICE OF BUDGET HEARING

2023

The governing body of

City of Neodesha

will meet on August 10, 2022 at 2:00 p.m. at 1407 N 8th Street for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at City Hall and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2023 Expenditures and Amount of 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2021		Current Year Estimate for 2022		Proposed Budget Year for 2023		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	Proposed Estimated Tax Rate *
General	3,241,126	65.670	3,329,200	53.872	4,126,050	433,423	44.268
Debt Service							
Library	90,449	8.185	93,000	8.219	112,000	90,235	9.216
Economic Development	67,594	3.243	145,000	3.257	145,000	101,382	10.355
Special Highway	31,627		72,000		72,000		
201 Special Parks							
204 Swim Pool Bond	82,652		156,450		48,816		
206 WMC Bond Pmt	74,785		81,525		81,500		
207 Tort Liability							
214 Infrastructure Tax					240,000		
700 Gas Fund	2,204,868		2,462,200		3,258,750		
701 Water Fund	805,484		911,100		1,003,000		
702 Electric Fund	4,989,251		4,522,600		4,735,400		
703 Sewer Fund	364,767		515,650		865,100		
704 Solid Waste Fund	228,897		249,000		297,850		
706 Storm Water	27,540		47,550		104,000		
Non-Budgeted Funds-A	819,773						
Non-Budgeted Funds-B	4,645,204						
Non-Budgeted Funds-C							
Non-Budgeted Funds-D	199,182						
Totals	17,873,199	77.098	12,585,275	65.348	15,089,466	625,040	63.839
Revenue Neutral Rate**							63.903
Less: Transfers	805,524		2,059,000		2,395,000		
Net Expenditure	17,067,675		10,526,275		12,694,466		
Total Tax Levied	739,252		735,803		xxxxxxxxxxxxxxxx		
Assessed							
Valuation	9,588,631		9,574,021		9,790,842		
Outstanding Indebtedness, January 1,							
G.O. Bonds	350,000		9,581,487		7,020,990		
Revenue Bonds	0		0		0		
Other	7,000,000		1,766,000		3,914,400		
Lease Purchase Principal	260,669		222,628		679,542		
Total	7,610,669		11,570,115		11,614,932		

*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by KSA 79-2988

Devin Johnson

City Official Title: Mayor

NOTICE OF BUDGET HEARING

2023

The governing body of

City of Neodesha

will meet on August 10, 2022 at 2:00 p.m. at 1407 N 8th Street for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at City Hall and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2023 Expenditures and Amount of 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2021		Current Year Estimate for 2022		Proposed Budget Year for 2023		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	Proposed Estimated Tax Rate *
General	3,241,126	65.670	3,329,200	53.872	4,126,050	433,423	44.268
Debt Service							
Library	90,449	8.185	93,000	8.219	112,000	90,235	9.216
Economic Development	67,594	3.243	145,000	3.257	145,000	101,382	10.355
Special Highway	31,627		72,000		72,000		
201 Special Parks							
204 Swim Pool Bond	82,652		156,450		48,816		
206 WMC Bond Pmt	74,785		81,525		81,500		
207 Tort Liability							
214 Infrastructure Tax					240,000		
700 Gas Fund	2,204,868		2,462,200		3,258,750		
701 Water Fund	805,484		911,100		1,003,000		
702 Electric Fund	4,989,251		4,522,600		4,735,400		
703 Sewer Fund	364,767		515,650		865,100		
704 Solid Waste Fund	228,897		249,000		297,850		
706 Storm Water	27,540		47,550		104,000		
Non-Budgeted Funds-A	819,773						
Non-Budgeted Funds-B	4,645,204						
Non-Budgeted Funds-C							
Non-Budgeted Funds-D	199,182						
Totals	17,873,199	77.098	12,585,275	65.348	15,089,466	625,040	63.839
Revenue Neutral Rate**							63.903
Less: Transfers	805,524		2,059,000		2,395,000		
Net Expenditure	17,067,675		10,526,275		12,694,466		
Total Tax Levied	739,252		735,803		xxxxxxxxxxxxxxxx		
Assessed							
Valuation	9,588,631		9,574,021		9,790,842		
Outstanding Indebtedness,							
January 1,	2020		2021		2022		
G.O. Bonds	350,000		9,581,487		7,020,990		
Revenue Bonds	0		0		0		
Other	7,000,000		1,766,000		3,914,400		
Lease Purchase Principal	260,669		222,628		679,542		
Total	7,610,669		11,570,115		11,614,932		

*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by RSA 79-2988

Devin L. Johnson, Mayor

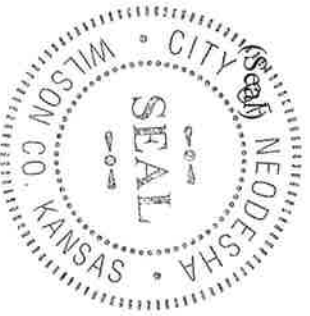
Notice of Revenue Neutral Rate Intent

THE GOVERNING BODY OF NEODESHA, HEREBY NOTIFIES THE WILSON COUNTY
CLERK OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE;

Yes, we intend to exceed the Revenue Neutral Rate and our proposed mill levy rate is
_____. The date of our hearing is _____ at _____ AM/PM and will be held at
_____ address in _____, Kansas.

X
No, we do not plan to exceed the Revenue Neutral Rate and will submit our budget to the
County Clerk on or before August 25, 2022.

WITNESS my hand and official seal on July 18, 2022.




Clerk or Officer of Governing Body

ORDINANCE NO. 1771

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF NEODESHA, KANSAS, INCORPORATING BY REFERENCE THE “STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES”, EDITION OF 2022, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS, PROVIDING CERTAIN PENALTIES AND REPEALING ORDINANCE NO. 1732 AND ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

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

Section 1 **STANDARD TRAFFIC ORDINANCE INCORPORATED.** There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Neodesha, Kansas that certain standard traffic ordinance known as the “Standard Traffic Ordinance for Kansas Cities”, Edition of 2022, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. One official copy of said Standard Traffic Ordinance shall be marked or stamped “Official Copy as Adopted by Ordinance No. 1771”, with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours. The Police Department, Municipal Judge, and all administrative departments of the City charged with enforcement of the ordinance shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

Section 2 **TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES:**

- a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory revision that is classified as a traffic infraction in K.S.A. 8-2118.
- b) All traffic violations which are included within this ordinance, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

Section 3 **PENALTY FOR SCHEDULED FINES.** The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judge established a fine in a fine schedule shall not be less than \$10 nor more than \$1,200. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$1,200.

Section 4 **MAXIMUM SPEED LIMITS.**

Section 33 of Article 7 of the Standard Traffic Ordinance for Kansas Cities, 2022 Edition, is hereby changed to read as follows: Section 33. Maximum Speed Limits

- a) Except when a special hazard exists that requires lower speed for compliance with Section 32, the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits.
 - 1) Twenty (20) miles per hour in any business district;
 - 2) Twenty-five (25) miles per hour in any residential district;
 - 3) Twenty (20) miles per hour in school zones between the following hours during the school term on days school is in session: 7:30 a.m. to 8:30 a.m.; 11:30 a.m. to 1:00 p.m.; and 3:00 p.m. to 4:00 p.m.
The following areas are school zones:
Eighth Street between Iowa and Bell Streets Granby Street between Fourth and Tenth Streets Fourth Street between Oak and Elm Streets Idaho Street between Sixth and Seward Streets Tank Street between Sixth and Seward Streets Ninth Street between Iowa and Lincoln Streets Church Street between Eighth and Tenth Streets
 - 4) Thirty (30) miles per hour on that portion of U.S. Highway 75 between Third Street and the Eastern City limits.
 - 5) Forty-Five (45) miles per hour on that portion of U.S. Highway 75 from the Western City limits to 14th Street.

- 6) Thirty (30) miles per hour on that portion of U.S. Highway 75 from 14th Street to 9th Street.
- 7) Thirty (30) miles per hour on that portion of the West half of Fourth Street between Tank and Fifth Streets.
- b) Unless otherwise directed by a police officer, the driver of any vehicle within the City Limits shall obey the instructions of all signs and other traffic control devices placed within the City Limits by the City of Neodesha. This requirement is subject to the exceptions granted to the driver of an authorized emergency vehicle in this ordinance.

Section 5 ORDINANCES REPEALED. Ordinance No. 1732 and all or parts of ordinances in conflict herewith are hereby repealed.

Section 6 EFFECTIVE DATE. This ordinance shall be in full force and effect upon its publication in the official city newspaper.

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 10th day of August, 2022.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1772

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF NEODESHA, KANSAS, INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES," EDITION OF 2022, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS, PROVIDING CERTAIN PENALTIES AND REPEALING ORDINANCE NO. 1733 AND ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith.

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

Section 1 INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Neodesha, Kansas that certain code known as the "Uniform Public Offense Code," Edition of 2022, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. One official copy of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1772", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours.

Section 2 SECTION 10.13 AMENDED. Section 10.13 of Article 10 of the Uniform Public Offense Code, Edition of 2022, is hereby amended to read as follows:

10.13 BARBED WIRE AND ELECTRIC FENCES. It shall be unlawful for any person to construct, set up or maintain any barbed wire or above ground electric fence or enclosure within the City in any Residential Zone or Local Business Zone as shown on the Official City Zoning Map incorporated by Ordinance No. 1199.

Section 3 SECTION 10.29 OMITTED. Section 10.29 of Article 10 of the Uniform Public Offense Code, Edition of 2022, Violation of a Public Health Order, is hereby omitted:

Section 4 ORDINANCE REPEALED. Ordinance No. 1733 and all or parts of ordinances in conflict herewith are hereby repealed.

Section 5 EFFECTIVE DATE. This ordinance shall be in full force and effect upon its publication in the official city newspaper.

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 10th day of August, 2022.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1773

OF

THE CITY OF NEODESHA, KANSAS

PASSED

AUGUST 10, 2022

**GENERAL OBLIGATION BONDS
SERIES 2022-B**

ORDINANCE NO. 1773

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

WHEREAS, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Commission of the City (the “Governing Body”) has caused the following improvements (the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Public Building Improvements – Police Station	21-04	12-1736 <i>et seq.</i>	\$601,000

*exclusive of costs of issuance and interest on interim financing

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

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>	<u>Redemption Date</u>
2021-1	04/14/2021	10/01/2022	\$600,000	\$600,000	09/01/2022

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$631,000 of its general obligation bonds to pay the costs of the Improvements, including paying interim interest costs of the Refunded Notes and costs of issuance of the Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NEODESHA, 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. 12-1736 *et seq.*, all as amended and supplemented from time to time.

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

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

“Bonds” means the City's General Obligation Bonds, Series 2022-B, dated August 30, 2022, authorized by this Ordinance.

“City” means the City of Neodesha, 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.

“Refunded Notes” means the Series 2021-1 Notes maturing in the year 2022 in the aggregate principal amount of \$600,000.

“Series 2021-1 Notes” means the City's General Obligation Temporary Notes, Series 2021-1, dated April 14, 2021.

“State” means the State of Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2022-B, of the City in the principal amount of \$631,000, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

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

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

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

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

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

Section 6. Further Authority. The Mayor, 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the City Commission on August 10, 2022 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on August 10, 2022; 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 *Neodesha Derrick* on August 18, 2022.

DATED: August 18, 2022.

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

(PUBLISHED IN THE *NEODESHA DERRICK* ON AUGUST 18, 2022)

SUMMARY OF ORDINANCE NO. 1773

On August 10, 2022, the governing body of the City of Neodesha, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2022-B, OF THE CITY OF NEODESHA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2022-B Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 200 E. 9th Street, P.O. Box 646, Neodesha, Kansas 67156-0646. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <http://neodesha.org/>.

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

DATED: August 10, 2022.

City Attorney

RESOLUTION NO. 22-13

OF

THE CITY OF NEODESHA, KANSAS

ADOPTED

AUGUST 10, 2022

**GENERAL OBLIGATION BONDS
SERIES 2022-B**

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 101.	Definitions of Words and Terms.	1
--------------	--------------------------------------	---

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201.	Authorization of the Bonds.	8
Section 202.	Description of the Bonds.	8
Section 203.	Designation of Paying Agent and Bond Registrar.	8
Section 204.	Method and Place of Payment of the Bonds.	9
Section 205.	Payments Due on Saturdays, Sundays and Holidays.	9
Section 206.	Registration, Transfer and Exchange of Bonds.	9
Section 207.	Execution, Registration, Authentication and Delivery of Bonds.	10
Section 208.	Mutilated, Lost, Stolen or Destroyed Bonds.	11
Section 209.	Cancellation and Destruction of Bonds Upon Payment.	11
Section 210.	Nonpresentment of Bonds.	11
Section 211.	Sale of the Bonds – Bond Purchase Agreement.	12

ARTICLE III

REDEMPTION OF BONDS

Section 301.	Redemption by Issuer.	12
Section 302.	Selection of Bonds to be Redeemed.	12
Section 303.	Notice and Effect of Call for Redemption.	13

ARTICLE IV

SECURITY FOR BONDS

Section 401.	Security for the Bonds.	14
Section 402.	Levy and Collection of Annual Tax; Transfer to Debt Service Account.	14

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501.	Creation of Funds and Accounts.	15
Section 502.	Deposit of Bond Proceeds and Other Moneys.	15
Section 503.	Application of Moneys in the Refunded Notes Redemption Fund.	15
Section 504.	Application of Moneys in Debt Service Account.	15
Section 505.	Deposits and Investment of Moneys.	16
Section 506.	Application of Moneys in the Costs of Issuance Account.	16

ARTICLE VI

DEFAULT AND REMEDIES

Section 601.	Remedies.....	16
Section 602.	Limitation on Rights of Owners.....	17
Section 603.	Remedies Cumulative.....	17

ARTICLE VII

DEFEASANCE

Section 701.	Defeasance.....	17
--------------	-----------------	----

ARTICLE VIII

TAX COVENANTS

Section 801.	General Covenants.....	18
Section 802.	Survival of Covenants.....	18

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901.	Annual Audit.....	18
Section 902.	Amendments.....	18
Section 903.	Notices, Consents and Other Instruments by Owners.....	19
Section 904.	Notices.....	20
Section 905.	Electronic Transactions.....	20
Section 906.	Further Authority.....	20
Section 907.	Severability.....	21
Section 908.	Governing Law.....	21
Section 909.	Effective Date.....	21
<i>SCHEDULE 1 – AMORTIZATION SCHEDULE.....</i>		<i>S-1</i>
<i>EXHIBIT A – FORM OF BONDS</i>		<i>A-1</i>

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 22-13

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2022-B, OF THE CITY OF NEODESHA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 1773 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 \$631,000 to pay the costs of the Improvements and refund the Refunded Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEODESHA, 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. 12-1736 *et seq.*, all as amended and supplemented from time to time.

“Amortization Schedule” means the schedule(s) that set forth the principal and interest payments on the Bonds, and which is attached hereto as ***Schedule 1*** which shall also be printed on each Bond.

“Authorized Denomination” means \$1,000 or any integral multiples thereof or any amount of principal stated to be paid pursuant to the Amortization Schedule.

“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 collectively the Bond Purchase Agreements dated as of August 10, 2022, between the Issuer and each 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 2022-B, 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 Neodesha, 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.

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

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

“Dated Date” means August 30, 2022.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2022-B 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.

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

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

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2023.

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

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

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

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

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

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

(a) To the Issuer at:

City Hall
200 E. 9th Street
P.O. Box 646
Neodesha, Kansas 67156-0646
Fax: (620) 325-2481

(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:

Bank of Commerce	Community National Bank & Trust
524 Main Street	102 N. 4th Street
Neodesha, Kansas 66757	Neodesha, Kansas 66757

(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. 1773 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 amounts set forth in the Bond Purchase Agreement.

“Purchaser” means collectively Bank of Commerce, Neodesha, Kansas; and Community National Bank & Trust, Neodesha, Kansas, the original purchasers of the Notes, and any successors and assigns.

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

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

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

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable

redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Refunded Notes” means the Series 2021-1 Notes maturing in the year 2022 in the aggregate principal amount of \$600,000.

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

“Refunded Notes Redemption Date” means September 1, 2022.

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

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

“Series 2021-1 Notes” means the Issuer's General Obligation Temporary Notes, Series 2021-1, dated April 14, 2021.

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

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

“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 as set forth in the Amortization Schedule.

“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 \$631,000, for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

Section 202. Description of the Bonds. The Bond shall consist of a single fully registered bond certificate for each Purchaser in the amount equal to each such Purchaser's portion of the Bond, aggregating \$631,000 or the Outstanding declining principal balance thereof, and shall be numbered in such manner as the Bond Registrar shall determine. The Bond 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. The principal on such Bond shall be payable on the dates and in the amounts set forth on the Amortization Schedule (which is attached hereto as *Schedule I*), provided that the entire remaining principal payments shall become due and payable on the Bond Payment Date of September 1, 2030. The Bond shall bear interest at the rate of 2.90% per annum (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 Bond Payment Date on which interest has been paid in the manner set forth in *Section 204* hereof.

If issued as other than as a single certificate with an Amortization Schedule, the Stated Maturities and principal amounts of the Bonds shall be on the dates and in the amounts as set forth in the Amortization Schedule.

Each Bond, 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 the Bond, 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. Notwithstanding the foregoing, if a single certificate with an Amortization Schedule is issued, principal will be paid in the same manner as interest is paid and presentation and surrender of the Bond to the Paying Agent shall not be necessary until the final payment of the entire obligation evidenced by such Bond.

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. No presentment 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. 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, the Bond will be subject to redemption and payment prior to its Stated Maturity on September 1, 2029, 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 AND OTHER MONEYS

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) Redemption Fund for Refunded Notes.
- (b) Debt Service Account for General Obligation Bonds, Series 2022-B (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for General Obligation Bonds, Series 2022-B.

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 and Other Moneys. The net proceeds received from the sale of the Bonds and certain other funds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited into the Refunded Notes Redemption Fund. In addition to proceeds of the Bonds, the Issuer will use available funds of the Issuer in an amount of \$9,245 to provide for payment of the Refunded Notes.

Section 503. Application of Moneys in the Refunded Notes Redemption Fund. Moneys in the Refunded Notes Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Any moneys remaining in the Refunded Notes Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 504. 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 505. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

Section 506. 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 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 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, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Commission on August 10, 2022.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on August 10, 2022, as the same appears of record in my office.

DATED: August 10, 2022.

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE 1
AMORTIZATION SCHEDULE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance
08/30/2022						631,000
03/01/2023			9,200.34	9,200.34		631,000
09/01/2023	55,000	2.900%	9,149.50	64,149.50	73,349.84	576,000
03/01/2024			8,352.00	8,352.00		576,000
09/01/2024	57,000	2.900%	8,352.00	65,352.00	73,704.00	519,000
03/01/2025			7,525.50	7,525.50		519,000
09/01/2025	59,000	2.900%	7,525.50	66,525.50	74,051.00	460,000
03/01/2026			6,670.00	6,670.00		460,000
09/01/2026	60,000	2.900%	6,670.00	66,670.00	73,340.00	400,000
03/01/2027			5,800.00	5,800.00		400,000
09/01/2027	62,000	2.900%	5,800.00	67,800.00	73,600.00	338,000
03/01/2028			4,901.00	4,901.00		338,000
09/01/2028	64,000	2.900%	4,901.00	68,901.00	73,802.00	274,000
03/01/2029			3,973.00	3,973.00		274,000
09/01/2029	66,000	2.900%	3,973.00	69,973.00	73,946.00	208,000
03/01/2030			3,016.00	3,016.00		208,000
09/01/2030	68,000	2.900%	3,016.00	71,016.00	74,032.00	140,000
03/01/2031			2,030.00	2,030.00		140,000
09/01/2031	69,000	2.900%	2,030.00	71,030.00	73,060.00	71,000
03/01/2032			1,029.50	1,029.50		71,000
09/01/2032	71,000	2.900%	1,029.50	72,029.50	73,059.00	
	631,000		104,943.84	735,943.84	735,943.84	

AMENDED GRANT AGREEMENT

THIS GRANT AGREEMENT ("**Agreement**") is made by and between the City of Neodesha, Kansas, ("**Grantee**"), 1407 North 8th Street, Neodesha, Kansas 66757 and Kansas Housing Resources Corporation, 611 South Kansas Avenue, Suite 300, Topeka, Kansas 66603 ("**KHRC**") this 25th day of July, 2022.

WHEREAS, KHRC is a public corporation that administers Federal and State housing programs, as well as the State Housing Trust Fund ("**SHTF**") which is used for funding housing programs and services.

WHEREAS, the Kansas Legislature passed and the Governor signed Senate Substitute for Substitute for HOUSE BILL No. 2231 ("**Bill**") which provided \$2 million for the State Housing Trust Fund ("**SHTF**") to be used for the purpose of loans or grants to cities or counties for infrastructure or housing development in rural areas ("**Eligible Activities**").

WHEREAS, utilizing the funds provided under the Bill, KHRC issued a Kansas Moderate Income Housing ("**MIH**") Request for Proposal ("**RFP**") in July, 2020.

WHEREAS, Grantee requested MIH funds for proposed eligible activities through an application dated September 28, 2020 which is hereby incorporated by reference herein ("**Application**"), and which commitments and representations contained therein expressly remain a continuing obligation and responsibility of Grantee;

WHEREAS, KHRC's Loans and Grants Committee approved a grant totaling \$400,000 for Grantee's and the City of Independence's proposed eligible activities at its November 20, 2020 meeting;

WHEREAS, KHRC's Loans and Grants Committee at its July 5, 2022 meeting approved an additional \$300,000 for Grantee's proposed Eligible Activities.

NOW THEREFORE, the parties do mutually agree as follows:

1. **Grant Funds**. KHRC hereby grants Grantee up to \$500,000 ("**Funds**") for Eligible Activities.
2. **Use of Grant Funds**. Grantee shall use the MIH Funds solely on the Eligible Activities proposed in Grantee's Application and approved by KHRC, and in accordance with the following allocation:
 - a. Infrastructure and construction of 18 homes.
 - b. Construction of this development shall begin by July 1, 2021 unless a change is approved by KHRC.

- c. A minimum of 18 MIH rental/homeownership units are committed to this development/project.
3. **Leverage Commitment.** In addition to the Funds provided by KHRC, Grantee shall provide leveraged funds in accordance with its representations in its Application towards the costs of the Eligible Activities.
4. **Disbursement of Grant Funds.** Grantee commits to use its usual procurement processes for bidding out each portion of the approved Eligible Activities. As development costs are incurred, Grantee may make a lump sum or partial payment request from KHRC, providing documentation of such costs, as well as evidence that the leverage commitment in Grantee's Application is being used in the funded Eligible Activities. Requests for payment shall be accompanied by the KHRC required forms, supporting documentation and made to the attention of Haley Hishmeh, who may be reached as follows:
- Haley Hishmeh, Housing Development Coordinator
E-mail: HHishmeh@kshousingcorp.org
Phone: 785-217-2029
- KHRC reserves the right to request additional documentation prior to disbursement of MIH Funds.
5. **Compliance with Regulations.** Grantee shall ensure compliance with all MIH rules and restrictions, as stated in the Bill and the MIH RFP, as well as other governing laws, **including the accessibility requirements of KSA 58-1401 et seq.** when applicable, and the 2012 International Energy Conservation Code. If Grantee is using the Funds for single family housing development or assistance, Grantee shall also enact and monitor a recapture provision as explained in the RFP. Prior to making any modifications to the approved Eligible Activities from Grantee's funding Application, Grantee commits to obtain written approval from KHRC.
6. **Program Income.** Grantee commits to use any income derived from or generated by the approved Eligible Activities, regardless of when the income is received, solely for housing purposes in accordance with the RFP.
7. **Reporting.** Beginning with the first business day of the month following the award being made to an applicant and each month thereafter, the awardee shall submit in writing monthly status reports to KHRC until the entire development is completed and all funds have been expended. The status report should detail the use of funds to date, along with a self-assessment comparing that use with the recipient's proposed use from its original application to KHRC. The status report should include an evaluation of the housing activities to date as well as the status of

construction and the nature and reasons for any changes in the activities. A monthly status report should be filed even if there has been no progress or activity from the previous month.

Within 60 days following completion of the development and expenditure of all MIH funds a final accounting shall be submitted to KHRC on its forms, which shall include the use of any income generated from the housing activities.

8. **Compliance Monitoring.** When MIH funds are used in the development of rental housing, either directly or indirectly, it shall be required that tenants be initially qualified with gross incomes within the established MIH ranges as outlined in the RFP. Generally, the housing tax credit qualification procedures will be used to certify tenants and verify incomes but will use the higher MIH ranges. Tenants need not be recertified once they are initially qualified. This process will be used for the first five years following completion of the development whenever a new tenant enters the property. At the end of the fifth year, there shall be no further qualification procedures.

When MIH funding is used for home ownership opportunities, either directly or indirectly, an initial certification using the housing tax credit procedures will be required when the home is purchased. There will be no certification required for subsequent purchasers of the home when the first purchaser was qualified under the MIH guidelines. However, KHRC will require that the city or county receiving funding for homeownership purposes shall record a deed restriction on the property limiting the profit that can be achieved whenever such home is sold within a five year period of its initial occupancy. The restriction shall require a declining refund of any profit payable to the city or county in increments of ten percent annually. At the end of the fifth year of occupancy, the deed restriction shall be lifted and there shall be no restriction on the profit achieved by the sale of the home.

9. **Noncompliance.** Noncompliance with the MIH RFP, this Agreement, or other reasonable requirements of KHRC, shall result in penalties including but not limited to recapture of funds and/or loss of eligibility for future funds.
10. **Rescission/Unavailability of Funds.** Grantee understands that the MIH RFP and Grantee's award is funded in whole or in part by State of Kansas funds provided through the Bill. In the event the State funds supporting this Agreement become unavailable, are reduced, or rescinded, KHRC may terminate or amend this Agreement without penalty and will not be obligated to pay the Grantee from any other sources, including KHRC, SHTF, or State of Kansas monies.
11. **Miscellaneous.** The descriptive headings of this Agreement are for convenience only and shall not be deemed to affect the meaning of any provision. This Agreement may be modified only by the mutual written agreement of the parties.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law. The failure of KHRC to exercise any of its rights or responsibilities under the Bill or this Agreement shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event. This Agreement constitutes the entire agreement of the parties and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers on the date first indicated.

GRANTEE: CITY OF NEODESHA

By: _____

Date: _____

KANSAS HOUSING RESOURCES CORPORATION

By: _____
RYAN VINCENT, EXECUTIVE DIRECTOR

Date: _____