

City of Caney

Regular Council Meeting

Tuesday, January 16th, 2024 at 6:30 p.m.

Call Meeting to Order: Mayor Joshua Elliott

Roll Call

Zach Ellison	Justin Harkey	Aaron Elliott	Lori Patterson
Valerie Hurd	Kenith Butts	Addie Traxson	Debbie Wood

Pledge of Allegiance: Mayor Joshua Elliott

Invocation: Mayor Joshua Elliott

Public Comments

Any citizen desiring to address the Council shall be recognized, advance to the podium, and state his/her name and address for the record. Comments shall be limited to 3 minutes unless extended by a majority vote of the Council. The Council does not hear matters involving litigation or City Personnel. The Council does not take action on subjects not on the agenda unless unusual or hardship conditions exist.

Consent Agenda

Presented by Joshua Elliott, Mayor

- A. Approval of the Minutes for the 01/02/2024 Meetings
- B. Appropriations and Payroll Ord No. 01-05-2024 **\$82,592.70**
 - a. Approval of Purchases over \$5,000
 - i. EFTPS (Payroll Taxes) \$ 11,180.70
 - ii. Payroll (01/05/24) \$ 52,063.05
 - iii. KPERS (Retirement) \$ 7,145.63
 - iv. KS Retailer's Tax \$ 6,973.06
 - v. Lexipol \$ 5,578.18
- C. 2023 4th Quarter Treasurer's Report

Recommended Action: _____ make a motion to approve the Consent Agenda Items A-C as presented. _____ seconded the motion. Motion Carries: _____

Old Business

New Council Business

A. Approve Ordinance 2024-01-Authorizing the Issuance of the Bonds

Presented by Kelley Zellner, City Administrator

Recommended Action: _____ made a motion to approve Ordinance 2024-01 as presented. _____ seconded the motion. Motion Carries: _____

Roll Call

Zach Ellison	Justin Harkey	Aaron Elliott	Lori Patterson
Valerie Hurd	Kenith Butts	Addie Traxson	Debbie Wood

B. Approve Resolution 24-02: General Obligation Bonds Series 2024-A

Presented by Kelley Zellner, City Administrator

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Tuesday, January 16th, 2024 at 6:30 p.m.

Recommended Action: _____ made a motion to approve Resolution 24-07: General Obligation Bonds Series 2024-A as presented. _____ seconded the motion. Motion Carries: _____

C. Approve Resolution 24-02: Junked Motor Vehicle Abatement at 607 E 5th Ave

Presented by Amber Dean, City Clerk

Recommended Action: _____ made a motion to approve Resolution 24-02: Junked Motor Vehicle Abatement at 607 E 5th Ave as presented. _____ seconded the motion. Motion Carries: _____

D. Approve Resolution 24-03: Junked Motor Vehicle Abatement at 310 South Fawn

Presented by Amber Dean, City Clerk

Recommended Action: _____ made a motion to approve Resolution 24-03: Junked Motor Vehicle Abatement at 310 South Fawn as presented. _____ seconded the motion. Motion Carries: _____

E. Approve Resolution 24-04: Junked Motor Vehicle Abatement at 507 S Wood

Presented by Amber Dean, City Clerk

Recommended Action: _____ made a motion to approve Resolution 24-04: Junked Motor Vehicle Abatement at 507 S Wood as presented. _____ seconded the motion. Motion Carries: _____

F. Approve Resolution 24-05: Junked Motor Vehicle Abatement at 201 W 9th

Presented by Amber Dean, City Clerk

Recommended Action: _____ made a motion to approve Resolution 24-05: Junked Motor Vehicle Abatement at 201 W 9th as presented. _____ seconded the motion. Motion Carries: _____

G. Approve Resolution 24-06: Junked Motor Vehicle Abatement at 211 S Bradley

Presented by Amber Dean, City Clerk

Recommended Action: _____ made a motion to approve Resolution 24-06: Junked Motor Vehicle Abatement at 211 S Bradley as presented. _____ seconded the motion. Motion Carries: _____

H. Approve Resolution 24-07: Junked Motor Vehicle Abatement at 607 E 5th Ave

Presented by Amber Dean, City Clerk

Recommended Action: _____ made a motion to approve Resolution 24-07: Junked Motor Vehicle Abatement at 607 E 5th Ave as presented. _____ seconded the motion. Motion Carries: _____

I. Approve Resolution 24-08: Junked Motor Vehicle Abatement at 600 N Foreman

Presented by Amber Dean, City Clerk

Recommended Action: _____ made a motion to approve Resolution 24-08: Junked Motor Vehicle Abatement at 600 N Foreman as presented. _____ seconded the motion. Motion Carries: _____

J. Approve Resolution 24-09: Declaration of a Water Watch and rescind all previous water warning or water emergency resolutions

City of Caney

Regular Council Meeting

Tuesday, January 16th, 2024 at 6:30 p.m.

Presented by Joshua Elliott, Mayor

Recommended Action: _____ made a motion to approve Resolution 24-09: Declaration of a Water Watch and rescind all previous water warning or water emergency resolutions as presented. _____ seconded the motion. Motion Carries: _____

K. Elect City Council President

Presented by Amber Dean, City Clerk: The City Council Shall elect one of its own body as the president of the council for a term of 1 year.

Recommended Action: _____ Moved to appoint Council Member _____ as Council President for a period of 1 year. _____ seconded the motion. Motion Carries: _____

L. Appoint Paul Kritz as the Caney City Attorney for the term of 1 year

Presented by Joshua Elliott, Mayor: The Mayor shall appoint, by and with the consent of the council a city, a city attorney for the term of 1 year

Recommended Action: _____ Moved to reappoint Paul Kritz as the City Attorney for a for a term of 1 year. _____ seconded the motion. Motion Carries: _____

M. Appoint John Horst as the Caney Municipal Jude for the term of 1 year

Presented by Joshua Elliott, Mayor: The Mayor shall appoint, by and with the consent of the council a city, a Caney Municipal Judge for the term of 1 year

Recommended Action: _____ Moved to reappoint John Horst as the Caney Municipal Judge for a for a term of 1 year. _____ seconded the motion. Motion Carries: _____

N. Appoint Amber Dean as the Caney City Clerk for the term of 1 year

Presented by Joshua Elliott, Mayor: The Mayor shall reappoint, by and with the consent of the council a city, a City Clerk for the term of 1 year

Recommended Action: _____ Moved to reappoint Amber Dean as the City Clerk for a for a term of 1 year. _____ seconded the motion. Motion Carries: _____

O. Approve MOU between Caney Fire Department and Montgomery County Rural Fire

Presented by Joshua Elliott, Mayor:

Recommended Action: _____ Moved to approve the MOU as presented. _____ seconded the motion. Motion Carries: _____

P. Approve the AFG Grant submittal with the request to waive the match requirement.

Presented by Amber Dean, City Clerk:

Recommended Action: _____ Moved to approve submittal of the Assistance to Firefighters Grant as presented. _____ seconded the motion. Motion Carries: _____

Q. Approve the purchase of a Franklin 60hp submersible pump w/ 6” motor (River pump) for the Water Department in the amount of \$8,498.40

Presented by Amber Dean, City Clerk:

Recommended Action: _____ Moved to approve Purchase for the Riverpump in the amount of \$8,498.40 presented. _____ seconded the motion. Motion Carries: _____

City of Caney

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Tuesday, January 16th, 2024 at 6:30 p.m.

R. Approve the Phase 2 Water Project-Meter Replacement

Presented by City Administrator, Kelley Zellner:

Recommended Action: _____ Moved to approve Phase 2 Water Project: Meter Replacement using the ARPA Funds for digital meters and city staff to be contracted independently to install them presented. _____ seconded the motion. Motion Carries: _____

Department Comments:

- Mayor-Joshua Elliott
- City Administrator- Kelley Zellner

Council Comments:

Council Member Hurd
Council Member Ellison
Council Member Patterson
Council Member Elliott
Council Member Butts
Council Member Traxson
Council Member Wood
Council Member Harkey

Informational Items

Next City Council Meeting: Tuesday, January 16th, 2024 @ 6:30 p.m.
City Hall Will Be closed on January 15th, 2024, for the Holiday.

Adjournment

_____ Moved to adjourn the meeting at _____.
_____ Seconded Motion. Motion Carries: _____.

City of Caney

Regular Council Meeting Minutes

Tuesday, January 2nd, 2024 at 6:30 p.m.

Mayor Joshua Elliott called the meeting to order at 6:30 p.m.

Roll Call

Val Hurd -Absent

Lori Patterson-Present

Zachary Ellison -Absent

Debbie Wood-Present

Kenith Butts-Present

Aaron Elliott-Present

Justin Harkey-Present

Addie Traxson -Present

Mayor Joshua Elliott led the Pledge of Allegiance.

Mayor Joshua Elliott led the invocation

Public Comments

Consent Agenda

Council Member Wood made a motion to approve the Consent Agenda A-B presented. Council Member Elliott seconded. Motion Carries: 6-0

Council Member Patterson Motioned to approve Main Street Auto's payment of \$85.00 Council Member Wood seconded the motion. Motion Carries: 5-0 (Council Member Elliott Abstained)

New Council Business

A. Approval/Denial to move forward with engineering and development of emergency connectivity with Chautauqua 4

Topic Dies due to lack of motion

B. Approve MOU between the City of Caney and the City of Coffeyville for Wholesale Water supply

Council Member Patterson made a motion to approve the MOU between the City of Caney and the City of Coffeyville as presented. Council Member Wood seconded the motion. Motion Carries: 6-0

A. Approve Resolution 24-01-GAAP Waiver

Council Member Patterson made a motion to approve Resolution 23-01: GAAP Waiver as presented. Council Member Traxson seconded the motion. Motion Carries: 6-0

B. Approval for Public Works to scrap old shelving

Council Member Patterson motioned to approve the Public Works Department to scrap the unusable shelving, and Council Member Elliott seconded. Motion Carries 5-1 (Council Member Butts voted against)

C. Discussion on the Maple Avenue Project

Will bring resolution to lower Water Emergency to a Water Watch- Stage 1 @ 1/16/23

D. Approval To Submit the Waste Tire Grant Application for \$23,580.00 with a total In-Kind Match of \$7,464.42 and match of \$4,325.58 in funds with a grant total of \$ \$11,790.00

Council Member Wood made a motion to approve the Waste Tire Grant Application for \$23,580.00 with a total In-Kind Match of \$7,464.42 and a match of \$4,325.58 in funds with a grant total of \$ \$11,790.00 Council Member Traxson seconded the motion. Motion Carries: 6-0

City of Caney

Regular Council Meeting Minutes

Tuesday, January 2nd, 2024 at 6:30 p.m.

A. Executive Session (Non-Elected Personnel) To discuss confidential information relating to financial affairs according to K.S.A 75-4319 b(4)

Council Member Patterson made a motion to recess into executive session to discuss confidential information relating to financial affairs, according to K.S.A 75-4319b (4) for 15 minutes to include the City Council, City Administrator, City Clerk and Mayor. Entered at 6:56 p.m. and returned at 7:11 p.m., Council Member Wood seconded the motion. Motion Carries 6-0

Council Member Patterson motioned to enter the Executive Session for an additional 5 minutes. Entering in at 7:12 p.m. and returning at 7:17 p.m. Council Member Wood seconded. Motion Carries: 6-0

Council Member Patterson motioned to return to regular session at 7:18 p.m. Council Member Wood seconded the motion. Motion Carries: 6-0. No Action Taken

Council Comments:

Mayor Joshua Elliott: Car Wash Update

Adjournment

Council Member Wood Moved to adjourn the meeting at 7:22 p.m.
Council member Traxson Seconded the Motion. Motion Carries: 6-0

Joshua Elliott., Mayor

ATTEST:

Amber Dean, City Clerk

CITY OF CANEY TREASURER'S FINANCIAL STATEMENT

4th

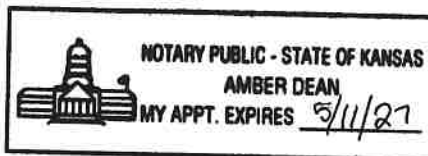
QUARTER TREASURER REPORT

	Beginning			Pending	Ending
Funds	Cash Bal	Revenues	Expenditures	Payables	Cash Bal.
1. General	\$ 688,147.07	\$ 239,975.98	\$ 400,437.83	\$ 21,799.18	\$ 549,484.40
2. VID Identification	\$ 3,392.52	\$ 600.00	\$ -	\$ -	\$ 3,992.52
3. Cemetery Perpetual Care Fund	\$ 4,667.13	\$ -		\$ -	\$ 4,667.13
4. Tourism Fund	\$ 26,670.17	\$ 6,134.33	\$ -	\$ -	\$ 32,804.50
5. Library Fund	\$ 6,425.75	\$ 1,396.88	\$ 7,822.60	\$ -	\$ 0.03
7. COVID-19 Expenses	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
8. City Grocery Store	\$ 8,257.59	\$ 276,211.60	\$ 262,650.02	\$ 762.46	\$ 22,581.63
9. Industrial Fund	\$ 4,507.31	\$ 86.11	\$ -	\$ -	\$ 4,593.42
10. Water Fund	\$ 154,660.10	\$ 168,874.86	\$ 114,596.75	\$ 4,146.21	\$ 213,084.42
17. Water Plt. Memb. Filter Rep.	\$ 2,545.84	\$ 4,006.87	\$ -	\$ -	\$ 6,552.71
18. Sp. Law Enforcement Trust	\$ 2,138.24	\$ -	\$ -	\$ -	\$ 2,138.24
19. Special Gasoline Tax HW	\$ 84,687.00	\$ 12,116.32	\$ 3,854.03	\$ 298.75	\$ 93,248.04
20. Ambulance/Fire/Police	\$ 29,061.00	\$ 679.43	\$ 2,747.91	\$ -	\$ 26,992.52
26. Solid Waste	\$ 116,790.23	\$ 67,028.38	\$ 63,930.40	\$ 327.84	\$ 120,216.05
28. Deb. Ser.Act 2005 ABC STAX	\$ 324,003.65	\$ (324,003.65)	\$ -	\$ -	\$ -
29. G O. Bonds- Debit Service	\$ 267,827.34	\$ 371,071.54	\$ 310,256.25	\$ -	\$ 328,642.63
42. American Resuce Plan	\$ 491,535.57	\$ -	\$ 104,087.85	\$ -	\$ 387,447.72
43. Grant Funds	\$ 2,162.90	\$ 42,480.00	\$ 18,720.00		\$ 25,922.90
73. Phase II Wastewatr System	\$ 22,849.27	\$ -	\$ -	\$ -	\$ 22,849.27
80. Employee Benefits	\$ 380,729.79	\$ 4,310.84	\$ 96,226.13	\$ (39,900.89)	\$ 248,913.61
81. Capital Project	\$ 900.00	\$ (900.00)	\$ -	\$ -	\$ -
85. Equipment Fund	\$ 86,667.99	\$ 1,952.85	\$ 3,890.00	\$ -	\$ 84,730.84
92. Wastewater Treatment Repl	\$ 37,910.21	\$ 1,881.22	\$ -	\$ -	\$ 39,791.43
94. Sewer SF WW Treat Opr/Mt	\$ 75,807.04	\$ 141,012.92	\$ 47,639.09	\$ 1,856.57	\$ 171,037.44
95. Special Park & Rec. & Pool	\$ 9,403.47	\$ 1,154.07	\$ -	\$ -	\$ 10,557.54
98. Street (Sales Tax 93-98)	\$ 216,432.26	\$ 23,541.01	\$ -	\$ -	\$ 239,973.27
Total Funds All Funds	\$ 3,051,179.44	\$ 1,039,611.56	\$ 1,436,858.86	\$ (10,709.88)	\$ 2,643,222.26

Bank Accounts	
Checking - Operations	\$ 149,063.27
Money Market Account	\$ 100,042.47
Investment acc 14-2005-43-8	\$ 1,790,266.49
Investment acc 14-1043-84-4	\$ 683,287.23
Outstanding Checks	\$ 33,077.83
Outstanding Deposits	\$ 11,624.52
Adjustments	\$ 20,244.55
Pending Wages	\$ 37,739.34
Ending Balance	\$ 2,643,222.26

State of Kansas
 Montgomery County
 I Melynda Denton, believe this to be a true and
 accurate report.

Melynda Denton
 Melynda Denton, Treasurer



Amber Dean
 Notary Public

ORDINANCE NO. 2024-02

OF

THE CITY OF CANEY, KANSAS

PASSED

JANUARY 16, 2024

**GENERAL OBLIGATION BONDS
SERIES 2024-A**

ORDINANCE NO. 2024-02

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024-A, OF THE CITY OF CANEY, 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 Caney, 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 Council 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-Grocery Store	1359	12-1736 <i>et seq.</i>	\$697,730

; and

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body now finds and determines that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the general obligation bonds) and related expenses are at least \$697,730, to be paid by the City at large by the issuance of general obligation bonds; and

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

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$780,000 of its general obligation bonds[, together with bid premium thereon,] to pay a portion of the costs of the Improvements; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CANEY, 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 2024-A, dated February 8, 2024, authorized by this Ordinance.

“City” means the City of Caney, 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 Council 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 2022-1 Notes maturing February 15, 2024, in the aggregate principal amount of \$740,000.

“Series 2022-1 Notes” means the City's General Obligation Temporary Notes, Series 2022-1, dated January 6, 2022.

“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 2024-A, of the City in the principal amount of \$780,000, for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

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

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

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

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

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

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

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

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

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PASSED by the City Council on January 16, 2024 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on January 16, 2024; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the *Montgomery County Chronicle* on January 25, 2024.

DATED: January 25, 2024.

Clerk

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RESOLUTION NO. 2024-02

OF

THE CITY OF CANEY, KANSAS

ADOPTED

JANUARY 16, 2024

**GENERAL OBLIGATION BONDS
SERIES 2024-A**

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RESOLUTION NO. 2024-__

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2024-A, OF THE CITY OF CANEY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. ____ 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 Council 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 \$780,000 to pay a portion of the costs of the Improvements and retire the Refunded Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CANEY, 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.

“**Authorized Denomination**” means \$5,000 or any integral multiples thereof.

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

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

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

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

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

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

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

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

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

“**Cede & Co.**” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

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

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

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

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

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

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

“**Dated Date**” means February 8, 2024.

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

“**Debt Service Requirements**” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the

Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“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 Council 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 April 1 and October 1 of each year, commencing October 1, 2024.

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

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

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

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

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

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

(a) To the Issuer at:

City Hall
100 W. 4th Avenue
Caney, Kansas 67333
Fax: (620) 879-9808

(b) To the Paying Agent at:

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

(c) To the Purchaser:

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

(d) To the Rating Agency(ies):

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

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

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal Services.

- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

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

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

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

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located, which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of \$[_____][, less an underwriting discount of \$[_____].

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

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

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

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

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

“Refunded Notes” means the Series 2022-1 Notes maturing February 15, 2024, in the aggregate principal amount of \$740,000.

“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 February 8, 2024.

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

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

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

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

“Series 2022-1 Notes” means the Issuer's General Obligation Temporary Notes, Series 2022-1, dated January 6, 2022.

“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.

[“**Term Bonds**” means the Bonds scheduled to mature in the year 2044.]

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

[“**2044 Term Bonds**” means the Bonds scheduled to mature in the year 2044.]

[“**Term Bonds**” means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2044 Term Bonds.]

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$780,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

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

[SERIAL BONDS]

<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2025	\$[25,000	_____ %	2035	\$40,000	_____ %
2026	25,000		2036	40,000	
2027	25,000		2037	40,000	
2028	25,000		2038	45,000	
2029	30,000		2039	45,000	
2030	30,000		2040	50,000	
2031	30,000		2041	50,000	
2032	35,000		2042	55,000	
2033	35,000		2043	60,000	
2034	35,000		2044	60,000]	

[TERM BONDS]

<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2044	\$ _____	_____ %]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer

or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such

Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will

make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Issuer hereby authorizes and approves the Preliminary Official Statement. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

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

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

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

[**Mandatory Redemption.** (a) [] *Term Bonds.*] The [] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited

into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such [] Term Bonds:

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

*

*Final Maturity

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

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

[]*

*Final Maturity]

[(c) *2044 Term Bonds*.] The 2044 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such 2044 Term Bonds:

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

2044*

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any

redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

- (a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being

redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

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

ARTICLE IV

SECURITY FOR BONDS

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

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS 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) Refunded Notes Redemption Fund.
- (b) Debt Service Account for General Obligation Bonds, Series 2024-A (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for General Obligation Bonds, Series 2024-A.

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

Section 502. Deposit of Bond Proceeds 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) Excess proceeds, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (c) An amount necessary, together with money described in subsection (d) hereof, to pay the costs of refunding the Refunded Notes.
- (d) In addition to proceeds of the Bonds, the Issuer will deposit into the Refunded Notes Redemption Fund the amount of \$1,955.86, to provide for payment of the interest due on 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 conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 903. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any

of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 904. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

Section 905. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, teletypes, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

Section 907. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

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

Section 909. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Council on January 16, 2024.

(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 January 16, 2024, as the same appears of record in my office.

DATED: January 16, 2024.

Clerk

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RESOLUTION NO. 2024-03

A RESOLUTION AUTHORIZING THE PUBLIC OFFICER TO ABATE THE INOPERABLE MOTOR VEHICLE AT 310 S Fawn., CANEY, KANSAS, PURSUANT TO ARTICLE 4 OF THE HEALTH AND WELFARE CODE OF THE CITY OF CANEY.

WHEREAS, Caney, Kansas (the “City”) has adopted a Health and Welfare Code (i.e. Chapter 8 of the Code of Ordinances; hereinafter referred to as the “Code”); and

WHEREAS, the City’s Public Officer has observed certain Code violations at 310 S Fawn Ave.; i.e., an inoperable vehicle (the “Vehicle”), as defined by the Code; and

WHEREAS, the owner of the property is Tiffany Bryan; and

WHEREAS, on or about December 7, 2023, the Public Officer caused a Notice of Violation to be sent to Tiffany Bryan via certified mail, which gave said person 10 days to abate said condition; and

WHEREAS, the condition has not been abated and the property continues to be in violation of the Code; and

WHEREAS, pursuant to Section 8-410 of the Code, the City may adopt a resolution authorizing the Public Officer or other agents of the City to abate the condition causing the violation at the end of ten (10) days following adoption of such resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Caney, Kansas, that the Public Officer be and is hereby authorized and directed to abate the conditions at the subject property, causing said property to be in violation of the Code, at the end of ten (10) days following adoption of this resolution.

BE IT FURTHER RESOLVED that the costs incurred by the City for such abatement shall be charged against the owner(s) of the property and may be assessed against the property in the manner provided in Section 8-413 of the Code.

BE IT FURTHER RESOLVED that a copy of this resolution shall be served upon the owner(s) in one of the following manners:

- (1) By personal service;
- (2) By certified mail, postage prepaid, return receipt requested; or
- (3) If the whereabouts of such person(s) is unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the Public Officer and filed with the City Clerk, and the serving of the resolution shall be made by publishing the same once each

week for two (2) consecutive weeks in the official city newspaper and by posting a copy of the resolution on the subject property.

BE IT FURTHER RESOLVED that in the event service of a copy of this resolution is accomplished by publication notice, the condition creating the violation of the Code shall be abated no sooner than ten (10) days following the first publication.

Adopted this _____ day of _____ 2024.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2024-04

A RESOLUTION AUTHORIZING THE PUBLIC OFFICER TO ABATE THE INOPERABLE MOTOR VEHICLE AT 507 S Wood ., CANEY, KANSAS, PURSUANT TO ARTICLE 4 OF THE HEALTH AND WELFARE CODE OF THE CITY OF CANEY.

WHEREAS, Caney, Kansas (the “City”) has adopted a Health and Welfare Code (i.e. Chapter 8 of the Code of Ordinances; hereinafter referred to as the “Code”); and

WHEREAS, the City’s Public Officer has observed certain Code violations at 507 S Wood e.; i.e., an inoperable vehicle (the “Vehicle”), as defined by the Code; and

WHEREAS, the owner of the property is Donald and Debbie Milholland; and

WHEREAS, on or about December 7, 2023, the Public Officer caused a Notice of Violation to be sent to Donald and Debbie Milholland via certified mail, which gave said person 10 days to abate said condition; and

WHEREAS, the condition has not been abated and the property continues to be in violation of the Code; and

WHEREAS, pursuant to Section 8-410 of the Code, the City may adopt a resolution authorizing the Public Officer or other agents of the City to abate the condition causing the violation at the end of ten (10) days following adoption of such resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Caney, Kansas, that the Public Officer be and is hereby authorized and directed to abate the conditions at the subject property, causing said property to be in violation of the Code, at the end of ten (10) days following adoption of this resolution.

BE IT FURTHER RESOLVED that the costs incurred by the City for such abatement shall be charged against the owner(s) of the property and may be assessed against the property in the manner provided in Section 8-413 of the Code.

BE IT FURTHER RESOLVED that a copy of this resolution shall be served upon the owner(s) in one of the following manners:

- (1) By personal service;
- (2) By certified mail, postage prepaid, return receipt requested; or
- (3) If the whereabouts of such person(s) is unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the Public Officer and filed with the City Clerk, and the serving of the resolution shall be made by publishing the same once each

week for two (2) consecutive weeks in the official city newspaper and by posting a copy of the resolution on the subject property.

BE IT FURTHER RESOLVED that in the event service of a copy of this resolution is accomplished by publication notice, the condition creating the violation of the Code shall be abated no sooner than ten (10) days following the first publication.

Adopted this _____ day of _____ 2024.

Mayor

ATTEST:

City Clerk

Junked, Vehicles, Trailers, Boats, Campers Checklist

Inspection Date 12/07/2023 8-405

Property Owner MILHOLLAND, DONALD & DEBBIE

Violation 8-403

Address: 507 S WOOD CANEY, KS 67333

It shall be unlawful for any person to maintain or permit any motor vehicle nuisance within the city

Certify Mail Junked Vehicle Violation Letter (8-407)

Date Mailed 12/08/2023

Reinspection Date (10 Days from date of the letter) (8-408 A)

12/28/2023

Homeowner requested Hearing within 10 days of letter (8-412)

Homeowner did not request hearing date

Submit Inspection report to City Hall

Date Submitted 12/28/2023

N/A Set Hearing Date

Council Meeting Date N/A

Prepare Resolution

Adopt Resolution

Council Meeting Date 1-16-24

Certified Mail Resoluion to Owner or Serve

Certified Mail Date _____
Personal Service Date _____

Abatement Ordered Issued

Date Issued _____

Towing Service Used _____

Towing Service will charge property Owner

City Must bill property owner

Comments: No response from property owner after USPS Certified Mail.

RESOLUTION NO. 2024-05

A RESOLUTION AUTHORIZING THE PUBLIC OFFICER TO ABATE THE INOPERABLE MOTOR VEHICLE AT 201 W 9th ., CANEY, KANSAS, PURSUANT TO ARTICLE 4 OF THE HEALTH AND WELFARE CODE OF THE CITY OF CANEY.

WHEREAS, Caney, Kansas (the “City”) has adopted a Health and Welfare Code (i.e. Chapter 8 of the Code of Ordinances; hereinafter referred to as the “Code”); and

WHEREAS, the City’s Public Officer has observed certain Code violations at 201 W 9th e.; i.e., an inoperable vehicle (the “Vehicle”), as defined by the Code; and

WHEREAS, the owner of the property is Lacie and Robert Hahn; and

WHEREAS, on or about December 7, 2023, the Public Officer caused a Notice of Violation to be sent to Lacie and Robert Hahn via certified mail, which gave said person 10 days to abate said condition; and

WHEREAS, the condition has not been abated and the property continues to be in violation of the Code; and

WHEREAS, pursuant to Section 8-410 of the Code, the City may adopt a resolution authorizing the Public Officer or other agents of the City to abate the condition causing the violation at the end of ten (10) days following adoption of such resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Caney, Kansas, that the Public Officer be and is hereby authorized and directed to abate the conditions at the subject property, causing said property to be in violation of the Code, at the end of ten (10) days following adoption of this resolution.

BE IT FURTHER RESOLVED that the costs incurred by the City for such abatement shall be charged against the owner(s) of the property and may be assessed against the property in the manner provided in Section 8-413 of the Code.

BE IT FURTHER RESOLVED that a copy of this resolution shall be served upon the owner(s) in one of the following manners:

- (1) By personal service;
- (2) By certified mail, postage prepaid, return receipt requested; or
- (3) If the whereabouts of such person(s) is unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the Public Officer and filed with the City Clerk, and the serving of the resolution shall be made by publishing the same once each

week for two (2) consecutive weeks in the official city newspaper and by posting a copy of the resolution on the subject property.

BE IT FURTHER RESOLVED that in the event service of a copy of this resolution is accomplished by publication notice, the condition creating the violation of the Code shall be abated no sooner than ten (10) days following the first publication.

Adopted this _____ day of _____ 2024.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2024-06

A RESOLUTION AUTHORIZING THE PUBLIC OFFICER TO ABATE THE INOPERABLE MOTOR VEHICLE AT 211 S Bradley ., CANEY, KANSAS, PURSUANT TO ARTICLE 4 OF THE HEALTH AND WELFARE CODE OF THE CITY OF CANEY.

WHEREAS, Caney, Kansas (the “City”) has adopted a Health and Welfare Code (i.e. Chapter 8 of the Code of Ordinances; hereinafter referred to as the “Code”); and

WHEREAS, the City’s Public Officer has observed certain Code violations at 211 S Bradley e.; i.e., an inoperable vehicle (the “Vehicle”), as defined by the Code; and

WHEREAS, the owner of the property is Travis Todd and Shonya Seaton; and

WHEREAS, on or about December 19, 2023, the Public Officer caused a Notice of Violation to be sent to Travis Todd and Shonya Seaton via certified mail, which gave said person 10 days to abate said condition; and

WHEREAS, the condition has not been abated and the property continues to be in violation of the Code; and

WHEREAS, pursuant to Section 8-410 of the Code, the City may adopt a resolution authorizing the Public Officer or other agents of the City to abate the condition causing the violation at the end of ten (10) days following adoption of such resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Caney, Kansas, that the Public Officer be and is hereby authorized and directed to abate the conditions at the subject property, causing said property to be in violation of the Code, at the end of ten (10) days following adoption of this resolution.

BE IT FURTHER RESOLVED that the costs incurred by the City for such abatement shall be charged against the owner(s) of the property and may be assessed against the property in the manner provided in Section 8-413 of the Code.

BE IT FURTHER RESOLVED that a copy of this resolution shall be served upon the owner(s) in one of the following manners:

- (1) By personal service;
- (2) By certified mail, postage prepaid, return receipt requested; or
- (3) If the whereabouts of such person(s) is unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the Public Officer and filed with the City Clerk, and the serving of the resolution shall be made by publishing the same once each

week for two (2) consecutive weeks in the official city newspaper and by posting a copy of the resolution on the subject property.

BE IT FURTHER RESOLVED that in the event service of a copy of this resolution is accomplished by publication notice, the condition creating the violation of the Code shall be abated no sooner than ten (10) days following the first publication.

Adopted this _____ day of _____ 2024.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2024-07

A RESOLUTION AUTHORIZING THE PUBLIC OFFICER TO ABATE THE INOPERABLE MOTOR VEHICLE AT 607 E 5TH AVE., CANEY, KANSAS, PURSUANT TO ARTICLE 4 OF THE HEALTH AND WELFARE CODE OF THE CITY OF CANEY.

WHEREAS, Caney, Kansas (the “City”) has adopted a Health and Welfare Code (i.e. Chapter 8 of the Code of Ordinances; hereinafter referred to as the “Code”); and

WHEREAS, the City’s Public Officer has observed certain Code violations at 607 E 5th Ave.; i.e., an inoperable vehicle (the “Vehicle”), as defined by the Code; and

WHEREAS, the owner of the property is Brandon Rees; and

WHEREAS, on or about December 7, 2023, the Public Officer caused a Notice of Violation to be sent to Brandon Rees via certified mail, which gave said person 10 days to abate said condition; and

WHEREAS, the condition has not been abated and the property continues to be in violation of the Code; and

WHEREAS, pursuant to Section 8-410 of the Code, the City may adopt a resolution authorizing the Public Officer or other agents of the City to abate the condition causing the violation at the end of ten (10) days following adoption of such resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Caney, Kansas, that the Public Officer be and is hereby authorized and directed to abate the conditions at the subject property, causing said property to be in violation of the Code, at the end of ten (10) days following adoption of this resolution.

BE IT FURTHER RESOLVED that the costs incurred by the City for such abatement shall be charged against the owner(s) of the property and may be assessed against the property in the manner provided in Section 8-413 of the Code.

BE IT FURTHER RESOLVED that a copy of this resolution shall be served upon the owner(s) in one of the following manners:

- (1) By personal service;
- (2) By certified mail, postage prepaid, return receipt requested; or
- (3) If the whereabouts of such person(s) is unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the Public Officer and filed with the City Clerk, and the serving of the resolution shall be made by publishing the same once each

week for two (2) consecutive weeks in the official city newspaper and by posting a copy of the resolution on the subject property.

BE IT FURTHER RESOLVED that in the event service of a copy of this resolution is accomplished by publication notice, the condition creating the violation of the Code shall be abated no sooner than ten (10) days following the first publication.

Adopted this _____ day of _____ 2024.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2024-08

A RESOLUTION AUTHORIZING THE PUBLIC OFFICER TO ABATE THE INOPERABLE MOTOR VEHICLE AT 600 N FOREMAN., CANEY, KANSAS, PURSUANT TO ARTICLE 4 OF THE HEALTH AND WELFARE CODE OF THE CITY OF CANEY.

WHEREAS, Caney, Kansas (the “City”) has adopted a Health and Welfare Code (i.e. Chapter 8 of the Code of Ordinances; hereinafter referred to as the “Code”); and

WHEREAS, the City’s Public Officer has observed certain Code violations at 600 N FOREMAN.; i.e., an inoperable vehicle (the “Vehicle”), as defined by the Code; and

WHEREAS, the owner of the property is Howard Rollins and Shelby Riggs; and

WHEREAS, on or about December 14, 2023, the Public Officer caused a Notice of Violation to be sent to Howard Rollins and Shelby Rigg via certified mail, which gave said person 10 days to abate said condition; and

WHEREAS, the condition has not been abated and the property continues to be in violation of the Code; and

WHEREAS, pursuant to Section 8-410 of the Code, the City may adopt a resolution authorizing the Public Officer or other agents of the City to abate the condition causing the violation at the end of ten (10) days following adoption of such resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Caney, Kansas, that the Public Officer be and is hereby authorized and directed to abate the conditions at the subject property, causing said property to be in violation of the Code, at the end of ten (10) days following adoption of this resolution.

BE IT FURTHER RESOLVED that the costs incurred by the City for such abatement shall be charged against the owner(s) of the property and may be assessed against the property in the manner provided in Section 8-413 of the Code.

BE IT FURTHER RESOLVED that a copy of this resolution shall be served upon the owner(s) in one of the following manners:

- (1) By personal service;
- (2) By certified mail, postage prepaid, return receipt requested; or
- (3) If the whereabouts of such person(s) is unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the Public Officer and filed with the City Clerk, and the serving of the resolution shall be made by publishing the same once each

week for two (2) consecutive weeks in the official city newspaper and by posting a copy of the resolution on the subject property.

BE IT FURTHER RESOLVED that in the event service of a copy of this resolution is accomplished by publication notice, the condition creating the violation of the Code shall be abated no sooner than ten (10) days following the first publication.

Adopted this _____ day of _____ 2024.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 24-02

A RESOLUTION TO DECLARE A WATER WATCH WITHIN THE CITY OF CANEY, KANSAS, AND TO RESCIND ALL PREVIOUS WATER WARNING OR WATER EMERGENCY RESOLUTIONS.

WHEREAS, the governing body of the City of Caney finds prevailing conditions indicate that the probability water supply shortages are likely to continue within the city of Caney.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Caney, Kansas, that pursuant to Section 15-503(a) of the Code of Ordinances:

1. The governing body hereby declares a Water Watch.
2. The City Administrator or his designee be and is hereby authorized and directed to take steps to inform the public and ask for voluntary reductions in water use.
3. The Water Watch shall continue until it is declared by resolution of the governing body to have ended.
4. That all previous Water Warning or Water Emergency resolutions adopted by the governing body be and are hereby rescinded.
5. This Resolution shall be effective upon its publication in the official city newspaper.

Adopted this 16th day of January, 2024.

Joshua Elliot., Mayor

ATTEST:

Amber Dean, City Clerk

**MUTUAL AID AGREEMENT BETWEEN
MONTGOMERY COUNTY RURAL FIRE DISTRICT
AND CANEY FIRE DEPARTMENT**

This Mutual Aid Agreement (“Agreement”) is entered into between the Montgomery County Rural Fire District, and the Caney Fire Department.

SECTION 1 – PURPOSE

The purpose of this Agreement is to establish the terms and conditions by which either party may request Aid and Assistance from the other party in responding to a Disaster or Other Emergency, which may exceed the resources available to the Recipient within its territorial jurisdiction.

SECTION 2 - DEFINITIONS

- A. “Aid and Assistance” shall include personnel, equipment, facilities, services, supplies, and other resources normally associated with emergency response.
- B. “Authorized Representative” shall be the person or position designated by each party to administer the terms of the Agreement.
- C. “Disaster or Other Emergency” shall mean the occurrence or imminent threat of injury or death, or damage to property, resulting from fire, explosion, the release of any substance or material (in any form or quantity) that poses an elevated risk to the health or safety of persons or property, or any other incident (natural or manmade), which directly affects public safety.
- D. “Provider” means a party to this Agreement that has furnished Aid and Assistance to the Recipient.
- E. “Recipient” means a party to this Agreement receiving Aid and Assistance from the Provider.

SECTION 3 - OBLIGATIONS OF THE PARTIES

- A. Provision of Aid and Assistance – Pursuant to the terms and conditions set forth in this Agreement, the parties hereto agree to provide each other with Aid and Assistance in the event of a Disaster or Other Emergency, when called upon to do so. It is mutually understood that each party’s first and foremost responsibility is to its own territorial jurisdiction. This Agreement shall not be construed to impose an obligation on either party to provide Aid and Assistance pursuant to a request from the other party. Accordingly, when Aid and Assistance have been requested, a party may deem itself unavailable to respond and shall so inform the party making the request.
- B. Procedures for requesting Assistance – A request for Aid and Assistance in relation to a Disaster or Other Emergency shall be initiated by the Recipient’s Authorized Representative to the Provider’s Authorized Representative. Such request must indicate that it is made pursuant to this Agreement and shall

contain sufficient information to allow the Provider's Authorized Representative to determine the extent of Aid and Assistance required for the particular incident. Such request may be made direct, or through the appropriate dispatch.

- C. Unified Incident Command System – The parties agree that the Recipient shall coordinate and utilize a standard ICS, to the greatest extent possible, for an emergency requiring mutual aid assistance under this Agreement. Recipient ICS shall be consistent with the concepts and principles of the National Incident Command System (NIMS) developed by the U.S. Department of Homeland Security.
- D. Supervision and Control – The parties agree that Provider's personnel, equipment and resources will be under the operational control of Recipient. Direct supervision and control of Provider's personnel, equipment and resources shall remain with Provider's designated supervisory personnel and Recipient shall advise Provider's supervisory personnel of the work task's to be assigned to Provider's personnel.

SECTION 4 - REIMBURSEMENT

It is mutually agreed that no reimbursement will be requested or made for services rendered pursuant to the terms of this Agreement.

SECTION 5 - PROVIDER'S EMPLOYEES

- A. Right and Privileges – Whenever Provider's employees are rendering Aid and Assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within Provider's own territorial jurisdiction.
- B. Workers' Compensation – Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the periods of time such employees are engaged in the rendering of Aid and Assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees.

SECTION 6 - NONDISCRIMINATION

The parties to this Agreement shall comply with all applicable local, state and federal laws and regulations regarding employment and shall not discriminate against any employee or applicant for employment on account of race, creed, color, sex, national origin, disability or other protected class.

SECTION 7 - HOLD HARMLESS

To the fullest extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its officers, commissioners, employees, representatives, insurers and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action, of every kind, in connection with or arising out of Indemnitor's negligence, act, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

SECTION 8 - AMENDMENTS

This Agreement may be modified at any time upon the mutual written consent of the parties.

SECTION 9 - DURATION OF AGREEMENT

This Agreement shall extend indefinitely from the date of execution by both parties; provided, either party may terminate this Agreement upon thirty (30) days written notice to the other.

SECTION 10 - HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION 11 - SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remaining terms of the Agreement. In the event that the parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for Aid and Assistance is made pursuant to this Agreement, those other aid and assistance agreements are superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated below.

**MONTGOMERY COUNTY
RURAL FIRE DISTRICT**

CITY OF CANEY

By _____

By _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

R.E.P. Enterprises, LLC
 PO Box 332
 Bartlesville, OK 74005
 918-336-6828

Estimate

Estimate NUMBER:	6B3163
Date	1/8/2024

Name / Address
City of Caney 100 W 4th Caney, KS 67333

P.O. No.	Terms	Rep		
	Net 30	BT		
Qty	Description	Cost	Total	
1	Franklin 60hp 460v submersible motor 6" There are currenty 2 in stock could have in just a couple days	8,498.40	8,498.40	

Subtotal	\$8,498.40
Sales Tax (7.5%)	\$0.00
Total	\$8,498.40

Signature _____

Voice: 918-336-6828
 FAX: 918-336-6839