



City Council Chambers 214 SE 8th
Street, 2nd Floor Topeka KS 66603
<https://www.topeka.org>

Governing Body Agenda

May 7, 2024
6:00 PM

Mayor: Michael A. Padilla

Councilmembers

Karen A. Hiller	District No. 1	Marcus D.L. Miller	District No. 6
Christina Valdivia-Alcala	District No. 2	Neil Dobler	District No. 7
Sylvia E. Ortiz	District No. 3	Spencer Duncan	District No. 8
David Banks	District No. 4	Michelle Hoferer	District No. 9
Brett D. Kell	District No. 5		

Interim City Manager: Richard U. Nienstedt

Addressing the Governing Body: Public comment for the meeting will be available via Zoom or in-person. Individuals must contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 5:00 p.m. on the date of the meeting, after which the City Clerk's Office will provide Zoom link information and protocols prior to the meeting. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

Written public comment may also be considered to the extent it is personally submitted at the meeting or to the City Clerk's Office located at 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before the date of the meeting for attachment to the meeting minutes.

The Federal Communications Commission (FCC) has adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. To reach the City Clerk's office using the TRS, please dial 711.

Agendas are available by 5:00 p.m. on Thursday in the City Clerk's Office, 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or on the City's website at <https://www.topeka.org>.

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. ROLL CALL:

2. MAYORAL PROCLAMATIONS:

- Letter Carriers' Food Drive Day

3. PRESENTATIONS:

- Downtown Business Improvement District Annual Update
- Topeka Metropolitan Transit Authority (TMTA) Annual Update

4. CONSENT AGENDA:

A. Resolution - Celtic Fox Sunshine Reggae Festival 2024 - Noise Exception

RESOLUTION introduced by Councilmember Karen Hiller granting The Celtic Fox an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. *(Council District No. 1)*

(Approval would allow for live bands and amplified music and sound during the hours of 3:00 p.m. and 1:30 a.m. on June 29, 2024.)

B. Resolution - Celtic Fox Summer Concert Series 2024 - Noise Exception

RESOLUTION introduced by Councilmember Karen Hiller granting The Celtic Fox an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. *(Council District No. 1)*

(Approval would allow for live bands during the hours of 5:00 p.m. and 1:00 a.m. on July 13 and August 10, 2024, on 8th Street between S. Kansas Avenue and Jackson Street.)

C. Professional Services Contract - Program Administration Services for Eviction Defense - Kansas Legal Services, Inc.

APPROVAL of a Professional Legal Services contract between the City of Topeka and Kansas Legal Services, Inc., in an amount not to exceed \$84,137 for the administration of the eviction defense program.

(Approval will authorize the City Manager to sign and execute the contract for the firm to administer the eviction defense program as designed to assist participants in stabilizing their current housing, facilitating access to appropriate housing, and preventing homelessness based on the City's Changing the Culture of Property Maintenance Initiative, especially when dealing with substandard living conditions.)

D. Ordinance - Street Intersection Reconstruction Project - Eminent Domain

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt authorizing initiation of condemnation proceedings to acquire an easement for a street

intersection reconstruction project at 6th and Oakley. (Project No. 841079.11)

(Approval would authorize the City Attorney to initiate eminent domain proceedings.)

E. Ordinance - Expenditures - February 24, 2024 to March 29, 2024

ORDINANCE introduced by Interim City Manager, Richard U. Nienstedt, allowing and approving City expenditures for the period February 24, 2024 to March 29, 2024 and enumerating said expenditures therein.

(Approving City expenditures in the amount of \$36,547,075.61)

F. Resolution - Designating Depositories

RESOLUTION introduced by Interim City Manager Richard U. Nienstedt, naming banks and savings institutions that are designated as depositories for all City of Topeka accounts and authorizing signatories and rescinding City of Topeka Resolution No. 9489.

(Approval would name banks and savings institutions designated to be depositories which can accept deposits from any and all accounts of the City.)

G. Resolution - Kansas Municipal Investment Pool

RESOLUTION introduced by Interim City Manager Richard U. Nienstedt, authorizing the City of Topeka's participation in the Kansas Municipal Investment Pool and authorizing signatories and rescinding City of Topeka Resolution No. 9490.

(Approval would approve the City of Topeka's participation in the investment pool and authorizing signatories.)

H. MINUTES of the special meetings of April 12, 2024 and April 23, 2024; and the regular meeting of April 16, 2024

I. APPLICATIONS:

5. ACTION ITEMS:

A. Resolution - Reinvestment Housing Incentive District (RHID) Application - Meiers Place

RESOLUTION introduced by Interim City Manager Richard Nienstedt making certain findings pursuant to the Kansas Reinvestment Housing Incentive District Act with regard to an application submitted by Gen III Construction & Development LLC to establish a Reinvestment Housing Incentive District and requesting that the Kansas Secretary of Commerce review the Resolution and advise the Governing Body.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval will authorize publication in the Topeka Metro Newspaper and submission to the Kansas Secretary of Commerce for review.)

B. Resolution - Reinvestment Housing Incentive District (RHID) Application - Sherwood Professional Park Subdivision

RESOLUTION introduced by Interim City Manager Richard Nienstedt making certain findings

pursuant to the Kansas Reinvestment Housing Incentive District Act with regard to an application submitted by Gen III Construction & Development LLC to establish a Reinvestment Housing Incentive District and requesting that the Kansas Secretary of Commerce review the Resolution and advise the Governing Body.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval will authorize publication in the Topeka Metro Newspaper and submission to the Kansas Secretary of Commerce for review.)

C. Resolution - Kansas Department of Transportation Grant - Bikeways Phase V

RESOLUTION introduced by Interim City Manager Richard U. Nienstedt supporting the City of Topeka's application for funding from the Kansas Department of Transportation for Topeka Bikeways Phase V implementation. *(The Public Infrastructure Committee recommended approval on April 16, 2024.)*

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(The application would advance implementation of the major project priorities contained in the Topeka Bikeways Master Plan's supplemental plan (Bikeways Circulation Plan) recently approved by the Metropolitan Topeka Planning Organization (MTPO) policy board.)

D. Resolution - Approval of CIP Project Exceeding \$250,000 - NE Curtis Flyoff

RESOLUTION introduced by Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler recommending approval of Project Nos 701063.00, 281250.05, 501105.12 and 501106.02 street reconstruction and water line and stormwater improvement for NE Curtis Street from Curtis Flyoff to Monroe Street. *(Approved by the Public Infrastructure Committee on April 16, 2024.)*

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Authorizing a total project budget of \$1,979,343. The project will consist of the full reconstruction of NE Curtis from Curtis Flyoff to Monroe Street. It will also include water line replacement.)

E. Resolution - Approval of CIP Project Exceeding \$250,000 - SE 29th St. from Adams St. to California Ave.

RESOLUTION introduced by Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler recommending approval of Project Nos 841097.10, 281250.14, 291143.02 and 501106.04 for street improvement including curb, gutter and sidewalks as well as water line, stormwater and wastewater improvement for SE 29th Street from Adams Street to California Avenue. *(Approved by the Public Infrastructure Committee on April 16, 2024.)*

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approving of a total project budget of \$1,753,247. The project would consist of mill and overlay with full-depth patching, curb and gutter replacement, sidewalk repair/replacement and sidewalk ramps on SE 29th Street from Adams Street to California Avenue. It will also include waterline and wastewater replacement.)

F. Resolution - Information Technology Network Switches - Funding Approval

RESOLUTION introduced by the Policy and Finance Committee comprised of Councilmembers Marcus Miller, Spencer Duncan and Michelle Hoferer, authorizing the use of \$790,000 from the Unassigned Reserve Fund for the replacement of the IT infrastructure of computer network switches. *(The Policy & Finance Committee recommended approval on April 23, 2024)*

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would authorize the transfer of \$790,000 to the the IT fund to replace the network switch infrastructure.)

G. Resolution - Hotel Topeka Trane Chiller Rehab - Funding Approval

RESOLUTION introduced by the Policy and Finance Committee comprised of Councilmembers Marcus Miller, Spencer Duncan and Michelle Hoferer, authorizing the use of \$217,254 from the Unassigned Reserve Fund for chiller rehab at Hotel Topeka. *(Approved by the Policy & Finance Committee on April 23, 2024)*

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would allow the transfer of \$217,254.24 to the Topeka Development Corporations to rehab the Hotel Topeka Trane Chiller.)

H. Ordinance - Kansas Department of Health and Environment Kansas Water Pollution Control State Revolving Fund Loan Agreement

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt authorizing the execution of an agreement between the City of Topeka, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Water Pollution Control Revolving Fund for the purpose of financing a wastewater treatment project; establishing a dedicated source of revenue for repayment of such loan; authorizing and providing for the issuance of Combined Utility Revenue Bonds, Series 2024-A, of the City of Topeka, Kansas; making certain covenants and agreements to provide for the payment and security thereof; and authorizing and approving certain documents in connection with such loan and bonds; and authorizing certain other actions in connection with the agreement and such bonds.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(The ordinance authorizes a loan agreement in the amount of \$20,501,902 from the State Revolving Loan (SRF) program.)

I. Resolution - Kansas Department of Health and Environment Kansas Water Pollution Control State Revolving Loan

RESOLUTION introduced by Interim City Manager Richard U. Nienstedt prescribing the form and details of and authorizing and directing the sale and delivery of not to exceed \$20,501,902 aggregate principal amount of Combined Utility Revenue Bonds, Series 2024-A, of the City of Topeka, Kansas, previously authorized by Ordinance 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.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval will authorize execution of the loan agreement.)

6. PUBLIC COMMENT:

Public comment for the meeting will be available via Zoom or in-person. Individuals must contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 5:00 p.m. on the date of the meeting, after which the City Clerk's Office will provide Zoom link information and protocols prior to the meeting. Written public comment may also be considered to the extent it is personally submitted at the meeting or to the City Clerk's Office located at 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before the date of the meeting for attachment to the meeting minutes. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

7. ANNOUNCEMENTS:

8. EXECUTIVE SESSION:

Executive Sessions are closed meetings held in accordance with the provisions of the Kansas Open Meetings Act.

(Executive sessions will be scheduled as needed and may include topics such as personnel matters, considerations of acquisition of property for public purposes, potential or pending litigation in which the city has an interest, employer-employee negotiations and any other matter provided for in K.S.A. 75-4319.)

9. ADJOURNMENT:



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Jane Murray, Executive Assistant to the Mayor
DOCUMENT #:
SECOND PARTY/SUBJECT: PROJECT #:
CATEGORY/SUBCATEGORY:
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

- Letter Carriers' Food Drive Day

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Letter Carriers' Food Drive Day -Proclamation

PROCLAMATION

By the Mayor

WHEREAS, every year on the second Saturday in May, letter carriers across the country collect non-perishable food as part of the nation's largest single-day food drive; and

WHEREAS, The Letter Carriers' Stamp Out Hunger® Food Drive is just one example of how letter carriers work to make a difference in the lives of those they serve. We recognize the Capital City Branch 10 Letter Carriers for their hard work and their commitment to Topeka and Shawnee County; and

WHEREAS, through their partnership with Harvesters – The Community Food Network, all food collected in our community will benefit our community. We support the letter carriers' efforts to help those in our community struggling with food insecurity; and

WHEREAS, we recognize the noteworthy milestone of 32 years that the National Association of Letter Carriers' Food Drive celebrates in 2024, resulting in collection of more than 1.9 billion pounds of food across the country.

NOW, THEREFORE, I, Michael A. Padilla, Mayor of Topeka, Kansas, do hereby proclaim Saturday, May 11, 2024, as:

Letter Carriers' Food Drive Day

In the City of Topeka and County of Shawnee, and encourage the citizens of our community to support the food drive by placing nonperishable food items in or near your mailbox on Food Drive Day. Your letter carrier will pick it up while delivering the mail – and together, we can all help to feed our neighbors.

IN WITNESS WHEREOF, I, Michael A. Padilla, Mayor of the City of Topeka, Kansas, do hereby affix my official signature and the Official Seal of the City of Topeka, Kansas, on this day 7th, of May, 2024.

Michael A. Padilla, Mayor, City of Topeka



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Ashley Gilfillan, **DOCUMENT #:**
Downtown Topeka, Inc.
President; and Scott
Tummons, TMTA Board
Chair
SECOND PARTY/SUBJECT: **PROJECT #:**
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

- Downtown Business Improvement District Annual Update
- Topeka Metropolitan Transit Authority (TMTA) Annual Update

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Downtown 2025 BID Letter of Services
Downtown 2024 BID Budget
Downtown 2023 BID Annual Report
TMTA 2023 Financial Report
TMTA Presentation



May 1, 2024

Mr. Richard Nienstedt
Interim City Manager

Dear Mr. Nienstedt;

The Capital City Downtown Business Improvement District (CCDBID) Advisory Board has prepared their recommended budget for 2025. As required by the state statute and city ordinance, the budget and program of services will be considered and approved by the Advisory Board and submitted on or before May 15, 2024. Downtown Topeka, Inc., as the contractor for the CCDBID, will carry out the following program of services to the extent that the funding will permit:

1. Provide general maintenance and cleaning of the district on Kansas Avenue from 10th to Crane Street and other streets as determined by the administrator.
2. Provide maintenance of the equipment used in downtown cleaning.
3. Provide a walking path during snow on sidewalks from 4th to 10th on Kansas Avenue as well as the side streets from 6th to 10th.
4. Promote the district through a variety of marketing tools.
5. Spray for weeds on sidewalks
6. Underwrite and support special downtown events and parades.
7. Provide timely and pertinent information through the available mediums.
8. Publish a BID newsletter to communicate to businesses in the district.
9. Provide administrative services including inventory maintenance, office/overhead, insurance, salaries, benefits, etc.
10. Recruit new businesses and residential opportunities.
11. Collaborate with the City to provide Christmas lights and banners on Kansas Avenue.

We are committed to maintaining a clean, safe and inviting environment as we work to attract new businesses, residents and developments to the district. The CCDBID Advisory Board and Downtown Topeka, Inc. will address each situation with the following goals:

1. Create an attractive physical environment.
2. Create an attractive economic environment.
3. Strive to achieve excellence in the quality of life as a center of government, commerce, culture, history and recreation.

Thank you for your continued support and for the outstanding partnership we share.

Sincerely,

Ashley Gilfillan
President

2025 Capital City Downtown BID Program of Service / Budget

			<u>2025</u>	<u>2024</u>	<u>2023</u>
	Projected Beginning Balance		\$ -	\$ -	\$ -
Projected/Actual Revenue Current & Prior Years			\$ 220,000.00	\$ 220,000.00	\$ 220,000.00
	Uncollectable (10%)		\$ (22,000.00)	\$ (22,000.00)	\$ (37,400.00)
Total Revenue	Projected Revenue		\$ 198,000.00	\$ 198,000.00	\$ 182,600.00
Total Expense	Projected Expenses		\$ 209,551.24	\$ 209,551.24	\$ 198,051.24
Difference	Budget vs Projection difference		\$ (11,551.24)	\$ (11,551.24)	\$ (15,451.24)
	Projected Expenses				
District Maintenance:					
	Contract for Outdoor Cleaning Maintenance		\$ 8,000.00	\$ 8,000.00	\$ 5,000.00
	Landscaping Improvements		\$ 5,000.00	\$ 12,000.00	\$ 12,000.00
	Maintenance Equipment		\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
	Utility Vehicle Maintence		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	District maintenance other		\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
	Event Insurance - Brier Payne Meade		\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
	Misc Expenses		\$ 4,725.00	\$ 4,725.00	\$ 1,225.00
	Category Total:		\$ 35,225.00	\$ 40,225.00	\$ 33,725.00
District Programming					
	Special Events (parades, concerts, other)		\$ 45,000.00	\$ 35,000.00	\$ 30,000.00
	Category Total:		\$ 45,000.00	\$ 35,000.00	\$ 30,000.00
District Promotion					
	Media Advertising		\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
	Printed Materials		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
	District Promotions Other		\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
	Category Total:		\$ 19,000.00	\$ 19,000.00	\$ 19,000.00
District Admin					
	Administrative Expenses		\$ 97,326.24	\$ 97,326.24	\$ 97,326.24
	Category Total:		\$ 97,326.24	\$ 97,326.24	\$ 97,326.24
District Enhancements					
			\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
	Category Total:		\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
New Opportunities					
	New Opportunities		\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
	Category Total:		\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
Category Totals					
	District Maintenance		\$ 35,225.00	\$ 40,225.00	\$ 33,725.00
	District Programming		\$ 45,000.00	\$ 35,000.00	\$ 30,000.00
	District Promotion		\$ 19,000.00	\$ 19,000.00	\$ 19,000.00
	District Administration		\$ 97,326.24	\$ 97,326.24	\$ 97,326.24
	Staff BID Exp \$86,077.47				
	Office Expenses \$11,248.77				
	District Enhancements		\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
	Contingency Funds Available				
	New Opportunities		\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
	TOTAL Expenses:		\$ 209,551.24	\$ 209,551.24	\$ 198,051.24

Business Improvement District 2023 REPORT



Business Improvement District ADVISORY BOARD

KEN SCOTT, Chair | Capitol Federal

JIM PARRISH, Vice Chair | Parrish Hotel Corporation

JOHN HUNTER | Community Advocate

ANGEL ZIMMERMAN | Zimmerman & Zimmerman PA

STEPHEN SMITH | Stephen Smith Gallery

CALEB ASHER | Sprout Creative

NICK XIDIS | Hazel Hill Chocolate

ANGELA BROXTERMAN | Midwest Health

Capital City BUSINESS IMPROVEMENT DISTRICT MISSION STATEMENT

It is the purpose of the Capital City Business Improvement District (BID), under the authority of the City of Topeka, to carry out a program of services that will:

1. Create an attractive physical environment.
2. Create an attractive economic environment.
3. Strive to achieve excellence in the quality of life as a center of government, commerce, culture, history and recreation.



2023 PROGRAM OF SERVICES

Downtown Topeka, Inc., as the contractor for the BID, will carry out the following program of services to the extent that the funding will permit:

1. Provide general maintenance and cleaning of the district.
2. Provide maintenance of the equipment used in downtown cleaning.
3. Provide a walking path during snow on sidewalks from 4th to 10th on Kansas Avenue as well as the side streets from 6th to 10th.
4. Promote the district through a variety of marketing tools.
5. Spray for weeds on sidewalks.
6. Underwrite and support special downtown events and parades.
7. Provide timely and pertinent information through the DTI website, Facebook page and Twitter.
8. Publish a BID newsletter to communicate to businesses in the district.
9. Provide administrative services including inventory maintenance, office/overhead, insurance, salaries, benefits, etc.
10. Recruit new businesses and residential opportunities.
11. Collaborate with the City to provide Christmas lights and banners on Kansas Avenue.

INTRODUCTION:

The Capital City Downtown Business Improvement District was established December 23, 1986, by the City of Topeka Ordinance Number 15701. The district was established in accordance with the Kansas Statutes to enable the City to provide additional services within the District not otherwise generally provided throughout the City of Topeka. In accordance with the provisions of state law, the Business Improvement District Advisory Board was established to make recommendations regarding the operation of the District. Staff assistance for the District was provided by the Topeka/Shawnee County Metropolitan Planning Agency. Paul Graves, who was Assistant Director for CBD Development, was assigned the primary responsibility for staff support of the District.

The administration of the District dramatically changed in 1995. At that time, the City of Topeka felt it could no longer provide the staff and resources necessary for managing the District as it had since 1986. Therefore, the City of Topeka has annually entered into an agreement with Downtown Topeka, Inc. to provide the administrative services adopted each year.

As is required in the annual operating agreement, the following report describes and explains the activities and services provided during 2023.







BID

ADMINISTRATION:

Downtown Topeka, Incorporated administers the District by providing the services recommended by the District Advisory Board and approved by the City Council. As the exciting revitalization of downtown continues, the BID goals remain the same: To create an attractive physical and economic environment and strive to achieve excellence in the quality of life as a center of commerce, government, culture, history, and recreation.

BID

MAINTENANCE:

Paul Cervantez is employed full-time by DTI to provide maintenance and cleaning throughout the district. His schedule starts at 7:00AM Monday through Saturday as he travels from Monroe to Topeka Boulevard and from 2nd to 13th streets daily emptying trash cans and clearing the sidewalks, alleys and curbs of trash, leaves and other debris. He sprays for weeds on the sidewalks. He is also available on Sundays to clean and remove trash after major Saturday events and parades. Paul maintains the equipment we use for the district and is a watchful eye as he travels throughout downtown. Paul does a wonderful job maintaining the area.

During the winter months Paul often pre-treats the sidewalks in anticipation of ice and provides a walking path from 3rd to 10th on Kansas Avenue as well as the side streets intersecting 6th and 10th before stores open on snowy mornings. It is up to the individual business to remove the remaining snow in front of their business. The BID maintains a supply of urea for downtown businesses to purchase as an ice melt to use on the new concrete sidewalks.

2023 PROGRAMMING

2023 was the year Downtown Topeka signified itself as the cultural hub of our community. Through numerous campaigns, including ones with international coverage, Downtown Topeka was seen as a welcoming place to diverse cultures alike. By highlighting the fact, we offer Irish, Mexican, Southern, Chinese, Vietnamese, French, American, Mediterranean, Indian, and Spanish dining experiences within blocks of one another, Downtown Topeka was seen as the cultural core of our city. In addition to our brick-and-mortar opportunities, DTI actively supported and marketed multiple festivals throughout the year to provide unique experiences to our population, and to draw in a wide variety of crowds.

Clean & Safe

BRINGS PLACEMAKING DOWNTOWN

As 2023 progressed, an unwelcome trend was noticed by businesses and residents in our district. The occurrences of disruptive behaviors and misdemeanor crimes were rising quickly, and there was a noticeable growth in our unsheltered. Through this concern, the Clean & Safe Task Force was created with the concept that grassroots and placemaking practices would be the quickest and most effective way to address these concerns. Members were strategically chosen to represent small merchants, residents, corporate businesses, law enforcement, and advocates. Chaired by Seth Wagoner of AIM Strategies LLC, this group quickly went to work and identified multiple ways we could implement strategies to mitigate these occurrences. winter. Clean & Safe is a common practice amongst many downtown associations throughout the globe. These practices are often part of standard operating procedures and address everything from litter control to security to ambassador and customer service programs. Under the strategic recommendations of Mr. Wagoner, the task force worked to identify multiple attainable goals to gain momentum. This included auditing our security cameras and lighting downtown, enhancing litter control, speaking at public forums, and working in cooperation with TPD and Valeo Behavioral Health Care.

A database to accurately track activity was advertised to the BID District and all events or activity can be reported to notify@downtowntopekainc.com. Through these preliminary measures, there was a drastic decrease in unwanted and dangerous activity. These practices have been so efficient, the downtown clean and safe task force's ideas have been examined by other local districts and neighboring communities in other counties. The one key element to success has been the public/private partnership between the City of Topeka and it's citizen volunteers. Without this support, all efforts would be halted or slow to show results.



Welcome,

Annual Festivals Made Their Mark

Downtown Topeka was excited to host numerous major festivals that were both reoccurring and in their inaugural year. By continuing to invest in diverse programming, Downtown Topeka was exposed to new demographics and was seen as a conveyer of cultures in our community.



Irish Fest
Year 2
March 18, 2023



Wifi Film Festival
Year 2
April 21- 23, 2023



Fiesta Topeka Kickoff
Year 2
July 8, 2023



FTC KS
Year 1
July 27-30, 2023



India Mela
Year 1
August, 2023



BID MARKETING/ ADVERTISING

The BID utilizes a portion of its funding to budget for marketing and advertising opportunities for the businesses located in the district in 2023 this included advertising with TK Magazine, Cumulus Broadcasting, etc. This year the BID worked in partnership with KSNT and Capitol Federal to promote a commercial campaign to businesses located in the district. This campaign provides the opportunity for local businesses and restaurants to have commercials created with the support of KSNT that are a part of local programming to help drive business downtown throughout the holidays. The BID created a map that outlines all of the restaurants, retail shops, and entertainment options located in downtown that is distributed to Washburn students, visitors, and local conference attendees through Visit Topeka. The BID has and will continue to participate as a speaker at various local organization events to provide updates on what new things are taking place in the district.

Destination

DOWNTOWN

With multiple venues providing valuable entertainment this year, Downtown was the destination to be for concerts, comedic performances, conferences, unique dining opportunities, holiday celebrations and more. Layered in, we capitalized by declaring downtown as the one stop shop for entertainment. While we're known for our restaurants and retail, Downtown Topeka offers multiple activities within walking distance to make it the best place in Topeka for families, friends and colleagues to enjoy themselves. Calling out activities like, bowling, arcades, indoor golf, axe throwing, free movies, splash pads, concerts, maker spaces and more through strategic marketing helped to put our district at the forefront of our community's mind when wondering, "What's there to do in Topeka?"

2024

LOOKING FORWARD

In an effort to become more effective, transparent, and good stewards of our BID funds, we will continue to review and develop standards and procedures within our district. This ensures consistency, as well as provides a benchmark for improvement. Having procedural guidance not only improves the work of DTI, but it allows the downtown businesses a clearer look into what we're doing daily to maintain and improve the district.

New opportunities continue to present themselves as partnership across the community continue to grow and transform. The BID will always strive to find new and creative ways to draw people downtown and drive the growth and prosperity of the district!



Funding

RECOMMENDATIONS & ADMINISTRATION

As we looked forward to 2023 and beyond, the Advisory Board continues to recommend the following assessments:

Tier One - .0905 cents per square foot

Tier Two - .0405 cent per square foot (BID map located to right for reference.)

The cap on the largest businesses is \$15,000.

In addition, the Advisory Board continues to recommend the assessment of empty properties at the following rates:

Tier One - .04525 cents per square foot

Tier Two - .0205 cents per square foot



As part of our efforts to enhance district operations, the BID plans to streamline our annual information-collection process moving forward. When BID members receive the annual distributed form in January 2023 asking for changes in occupancy and usage, there will be a field requesting the best email point of contact. Collecting these email addresses will allow DTI in partnership with the City of Topeka Finance Dept. to transition to a digital collection process. We will be asking for businesses to provide an active email address, as we plan to digitally send those surveys in the future.





D O W N T O W N
TOPEKA

PRESENTED BY
DOWNTOWN TOPEKA, INC.
DECEMBER 2022

719 S KANSAS AVE.
TOPEKA, KANSAS 66603
785-234-2644



December 6, 2023

REC'D TOPEKA CITY CLERK
'23 DEC 6 PM 12:28

City of Topeka
Attn: City Clerk
215 SE 7th Street
Topeka, KS 66603

I have enclosed a copy of the Topeka Metro single audit for the fiscal year 2023, and a copy of the FAC Single Audit Summary. This is an unqualified opinion.

Please let me know if you need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Nugent", is written over a blue horizontal line.

Robert Nugent, GM
Topeka Metro

enclosures



Certified Public Accountants

TOPEKA METROPOLITAN TRANSIT AUTHORITY

FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2023

TOPEKA METROPOLITAN TRANSIT AUTHORITY
FINANCIAL STATEMENTS
Year Ended June 30, 2023

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INDEPENDENT AUDITORS' REPORT

The Board of Directors
Topeka Metropolitan Transit Authority
Topeka, Kansas

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the business-type activities of Topeka Metropolitan Transit Authority (the Authority) as of and for the year ended June 30, 2023 and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of the Authority as of June 30, 2023 and the respective changes in financial position and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the *Kansas Municipal Audit and Accounting Guide*. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and the additional required supplementary information listed in the accompanying table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The supplementary schedules listed in the accompanying table of contents, including the schedule of expenditures of federal awards as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements*

for *Federal Awards* are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2023 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

BT&C, P.A.

December 4, 2023
Topeka, Kansas

**Topeka Metropolitan Transit Authority
Management Discussion and Analysis
Annual Financial Report
Year Ended June 30, 2023**

Board of Directors

Scott Tummons, Chair
Candis Meerpohl, Vice Chair
Alan Bearman
Beverly Hall
Joe Ledbetter
Rodd Miller
Fatima Perez-Luthi

Executive Staff

Robert Nugent, GM
Richard Appelhanz, CFO
John Cassidy, General Counsel

INTRODUCTION

This discussion and analysis is intended to serve as an introduction to Topeka Metro's basic financial statements for the year ending June 30, 2023, with selected comparative information for the year ending June 30, 2022. Topeka Metro uses an accrual basis of accounting in accordance with generally accepted accounting principles (GAAP). This discussion has been prepared by management and should be read in conjunction with the financial statements and the notes thereto.

OVERVIEW OF THE FINANCIAL STATEMENTS

The **Statement of Net Position** presents information regarding Topeka Metro's assets, liabilities, deferred outflows and deferred inflows. The difference between these is reported as net position. The increases or decreases in net position may serve as a useful indicator of whether the financial position is improving or deteriorating.

The **Statement of Revenues, Expenses and Changes in Net Position** presents information showing how Topeka Metro's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

Notes to the Financial Statements provide additional information that is essential to obtain a full understanding of the data provided in the financial statements.

Other Supplementary Information includes the budgetary schedule and the schedule of expenditures of federal awards and related compliance reports.

OPERATIONAL HIGHLIGHTS

Topeka Metro began a shared ride transit service in FY2023. The service, called MOD (Metro On-Demand), serves an area of southeast Topeka that is curb-to-curb and not on a fixed schedule. MOD replaced the previous Flex route that was in the same area.

Metro continued its multi-phase bus stop project, and 13 more ADA-accessible stops were installed.

Topeka Metro continued the student pass program in FY2023 with Unified School District 501. The district purchased 500 annual student passes for the 2022-2023 school year. Students may also use their bus passes during school holidays. Topeka Metro also continued its contract with Washburn University to allow over 5,500 students, faculty and staff to ride during the school year.

During fiscal year 2023, Topeka Metro continued the “Kids Ride Free” and the “Lift to Fixed Route” programs.

TOPEKA METRO FINANCIAL MANAGEMENT

This financial report is designed to provide the Topeka Metro Board of Directors, management, stakeholders, funding sources and other interested parties with a general overview of Topeka Metro’s finances, and to demonstrate Topeka Metro’s accountability for the funds it receives and expends. For additional information about this report:

Robert Nugent, GM
 201 N. Kansas Avenue
 Topeka, KS 66603
 785-730-8610
 rnugent@topekametro.org

Richard Appelhanz, CFO
 201 N. Kansas Avenue
 Topeka, KS 66603
 785-730-8612
 rappelhanz@topekametro.org

ACTIVITY HIGHLIGHTS

RIDERSHIP

Various attributes are summarized on the following pages for each type of service offered by Topeka Metro.

<u>Fiscal Year</u>	<u>Fixed Route</u>	<u>Lift</u>	<u>Total</u>
2019	1,249,396	51,004	1,300,400
2020	1,089,149	44,770	1,133,919
2021	764,567	35,966	800,533
2022	606,383	41,792	648,175
2023	831,107	44,135	875,242

SERVICE HOURS

<u>Fiscal Year</u>	<u>Fixed Route</u>	<u>Lift</u>	<u>Total</u>
2019	60,172	18,116	78,288
2020	61,570	14,907	76,477
2021	54,410	10,927	65,337
2022	53,285	7,689	60,974
2023	53,457	13,879	67,336

SERVICE AND RIDERSHIP CHANGES

Topeka Metro made no major changes to the fixed route system in FY2023. Both fixed route and paratransit ridership increased in FY2023.

FINANCIAL HIGHLIGHTS

SUMMARY OF NET POSITION

	2023	2022
Assets and Deferred Outflows		
Current Assets	\$ 23,362,253	\$ 21,897,496
Capital Assets, Net	11,402,879	12,201,454
Total Assets	34,765,132	34,098,950
Deferred Outflows (KPERS)	1,475,012	1,021,720
Deferred Outflows (OPEB)	96,712	6,907
Total Assets and Deferred Outflows	\$ 36,336,856	\$ 35,127,577
Total Liabilities, Deferred Inflows and Net Position		
Current Liabilities	\$ 413,051	\$ 430,265
Long-Term Liabilities	4,062,700	2,786,783
Total Liabilities	4,475,751	3,217,048
Deferred Inflows (KPERS)	353,420	1,095,684
Deferred Inflows (OPEB)	104,215	114,259
Total Liabilities and Deferred Inflows	4,933,386	4,426,991
Net Investment in Capital Assets	11,402,879	12,201,454
Unrestricted	20,000,591	18,499,132
Total Net Position	31,403,470	30,700,586
Total Liabilities, Deferred Inflows and Net Position	\$ 36,336,856	\$ 35,127,577

CURRENT ASSETS

Cash and Cash Equivalents are those funds kept on hand for operating and reserve funds. Investments and Board Designated Investments include certificates of deposit, U.S. Treasuries and funds invested in the State of Kansas Municipal Investment Pool. As of June 30, 2023, \$500,000 of Designated Investment is for the self-insurance program, and \$12,765,014 of Cash and Designated Investment was designated by the Topeka Metro Governing Board for capital improvements.

Receivables consist of:

- Accounts Receivable consists of billings to third parties who have purchased some type of fare medium (tickets or passes), and reimbursement due for federal tax paid on gasoline purchases;
- Grants Receivable are funds due at the close of the fiscal year from funding agencies based on the allowable expenditures within a grant; and,
- Accrued Interest Receivable is the interest due on certificates of deposit.

Accounts Receivable maintained a consistent balance throughout the period. The age of an account receivable rarely exceeds 30 days – the majority of accounts are paid promptly and uncollectible accounts are negligible. Grants Receivable is requested on a reimbursement basis, usually within ninety (90) days of the expenditure. The balance at the end of any year varies depending upon the capital procurements in process, operating expenses incurred, and timing of the availability of grant funds.

Inventory consists of diesel fuel, unleaded gasoline and several types of oil – all are used in the buses and service vehicles and kept in storage tanks on the property. These items are expensed monthly based on use.

Prepaid Expenses include employee benefits and a variety of operating expenditures. Prepaid Insurance (property, liability and workers' compensation) is also included in this category.

CAPITAL ASSETS

Topeka Metro's capital assets include land, buildings and improvements, bus shelters, buses, service vehicles, and other various equipment. The net value of Topeka Metro's property and equipment decreased by \$798,575 during fiscal year 2023. The decrease was due to the net effect of (1) the purchase and disposal of various assets, and (2) normal and customary depreciation. Additional information on Topeka Metro's capital assets can be found in the notes of this report.

Major capital asset events during FY2023 included the following:

Asset purchases:

- a) Bus stops (13)
- b) QSS Digital Signs
- c) QSS & Ryan Security Cameras
- d) Ryan Back-Up Generator
- e) Parts Cleaner
- f) AC Recovery Machine
- g) Lift System
- h) Skid Steer Loader
- i) Lawn Mower

Asset disposals:

- a) QSS & Ryan Security Cameras
- b) Glaval Lift Bus
- c) Spray Cabinet
- d) Lift System

Capital Assets (net of depreciation)

	<u>6/30/2023</u>	<u>6/30/2022</u>
Buildings	\$ 1,350,830	\$ 1,542,987
Bus Shelters	2,089,226	2,350,194
Communication Equipment	20,844	-
Farebox Equipment	22,470	60,990
Furniture and Office Equipment	5,810	8,841
Improvements	1,193,741	1,196,012
Shop and Garage Equipment	317,450	182,925
Revenue Equipment	1,933,982	2,937,061
Services Equipment	89,404	59,447
Construction in Process	778,867	262,742
Land	3,600,255	3,600,255
Total	<u><u>\$ 11,402,879</u></u>	<u><u>\$ 12,201,454</u></u>

DEFERRED OUTFLOWS

Deferred Outflows relate to the KPERS Net Pension Liability, the KPERS OPEB Liability and Metro’s OPEB liability. The Pension Deferred Outflows consist of (1) Topeka Metro’s contributions made to the KPERS retirement program during fiscal year 2023, and (2) Topeka Metro’s share of KPERS Deferred Outflows as of June 30, 2022. The KPERS OPEB Deferred Outflows are an estimate of Topeka Metro’s contributions made to the KPERS Long-Term Disability program during fiscal year 2023; this estimate is based on the actual contribution percentage in FY2022. Metro’s OPEB Deferred Outflows are related to health insurance as of June 30, 2023.

LIABILITIES

Accounts Payable remained fairly consistent throughout the year; any fluctuations were due to the timing of invoices.

Accrued Payroll and Related Liabilities include all wages payable, payroll taxes (both withheld and the employer share), accrued vacation, PTO and accrued contracted sick leave.

Unearned Revenue is comprised of pre-sold bus passes and tickets.

The Long-Term Liability consists of (1) Topeka Metro’s share of the KPERS Net Pension Liability as of June 30, 2022, (2) Topeka Metro’s share of the KPERS OPEB Liability as of June 30, 2022 and (3) Topeka Metro’s estimated post-employment benefit liability related to health insurance as of June 30, 2023.

DEFERRED INFLOWS

Deferred Inflows consist of (1) Topeka Metro’s share of KPERS Net Pension Deferred Inflows as of June 30, 2022, (2) Topeka Metro’s share of KPERS OPEB Deferred Inflows as of June 30, 2022, and (3) Topeka Metro’s OPEB Deferred Inflows related to health insurance as of June 30, 2023.

NET POSITION

Net Investment in Capital Assets is the book value of Topeka Metro's assets (purchase price less accumulated depreciation) net of related debt. Unrestricted Net Position is the balance of net position. Of the unrestricted net position, the Board has designated \$500,000 for the Self Insurance Fund and \$12,765,014 for Capital Reserves.

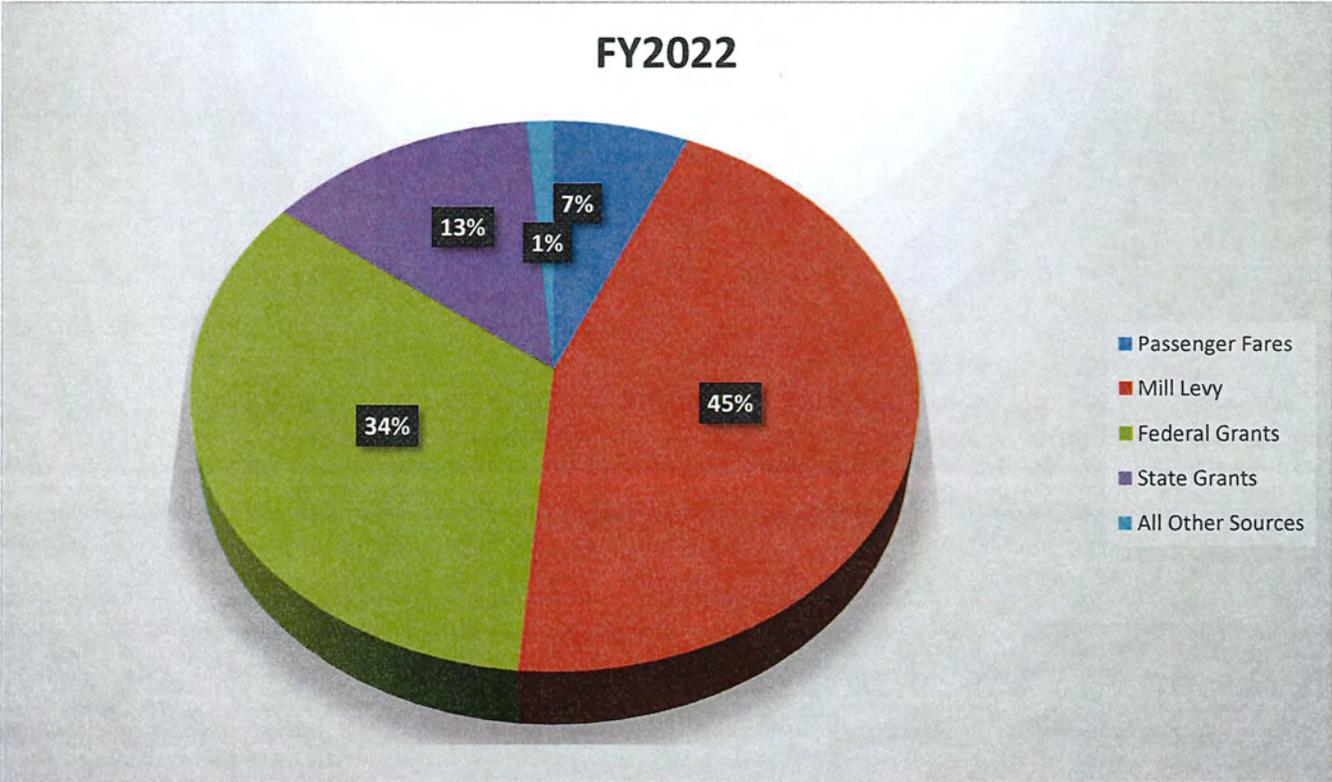
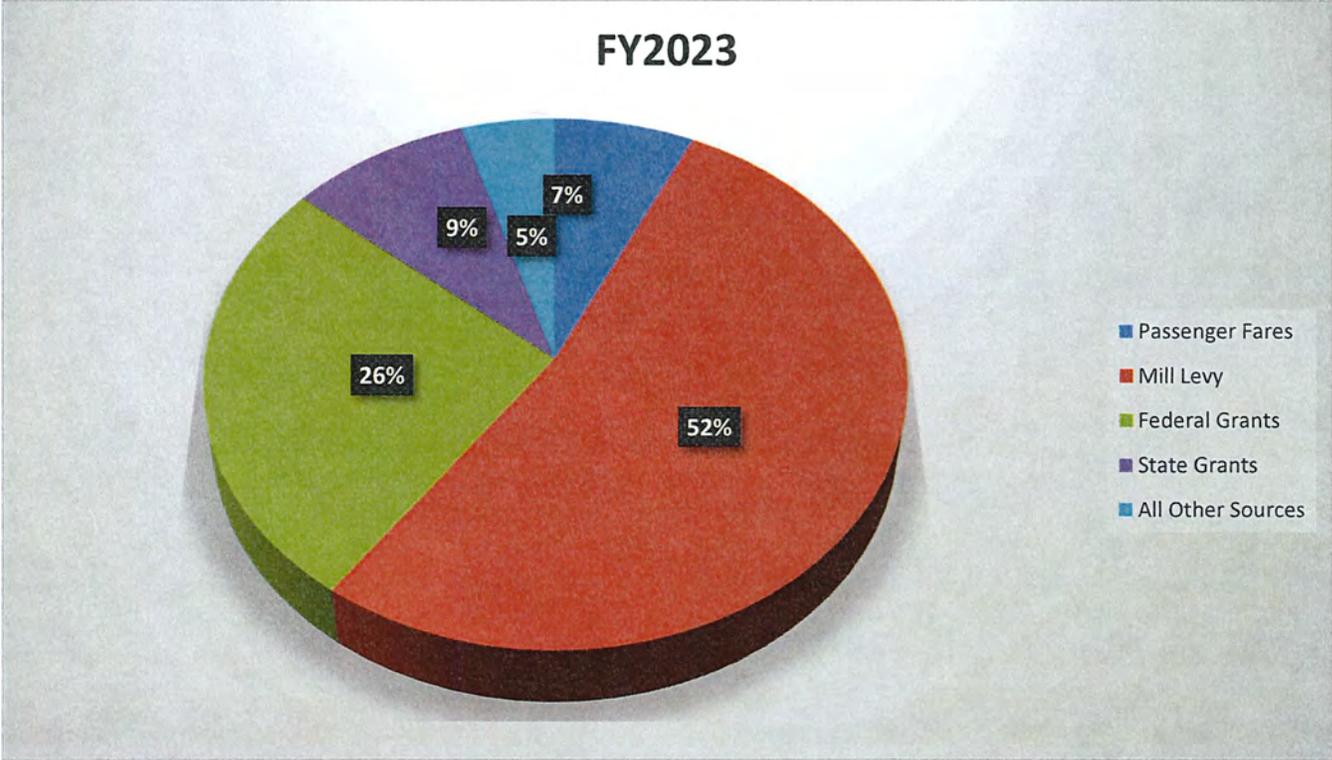
SUMMARY OF OPERATIONS AND CHANGE IN NET POSITION

	Fiscal Year Ending June 30	
	2023	2022
Operating Revenue		
Fares	\$ 764,206	\$ 811,605
Other Operating	93,732	69,172
Total Operating Revenue	<u>857,938</u>	<u>880,777</u>
Operating Expense		
Salaries and Benefits	5,549,510	5,260,176
Contracted Services	963,075	1,008,102
Materials and Supplies	1,450,198	1,166,747
General Overhead	419,743	410,234
Depreciation	1,864,147	1,756,266
Total Operating Expense	<u>10,246,673</u>	<u>9,601,525</u>
Operating Loss	<u>(9,388,735)</u>	<u>(8,720,748)</u>
Non-Operating Revenue		
Investment Income & Gain on Sale of Asset	454,582	39,315
Grants	3,742,212	5,036,248
Property Taxes	5,745,836	5,514,143
Total Non-Operating Revenue	<u>9,942,630</u>	<u>10,589,706</u>
Income before Capital Grants	553,895	1,868,958
Capital Grants	148,989	835,397
Change in Net Position	<u>702,884</u>	<u>2,704,355</u>
Net Position - Beginning Balance	30,700,586	27,996,231
Net Position - Ending Balance	<u>\$ 31,403,470</u>	<u>\$ 30,700,586</u>

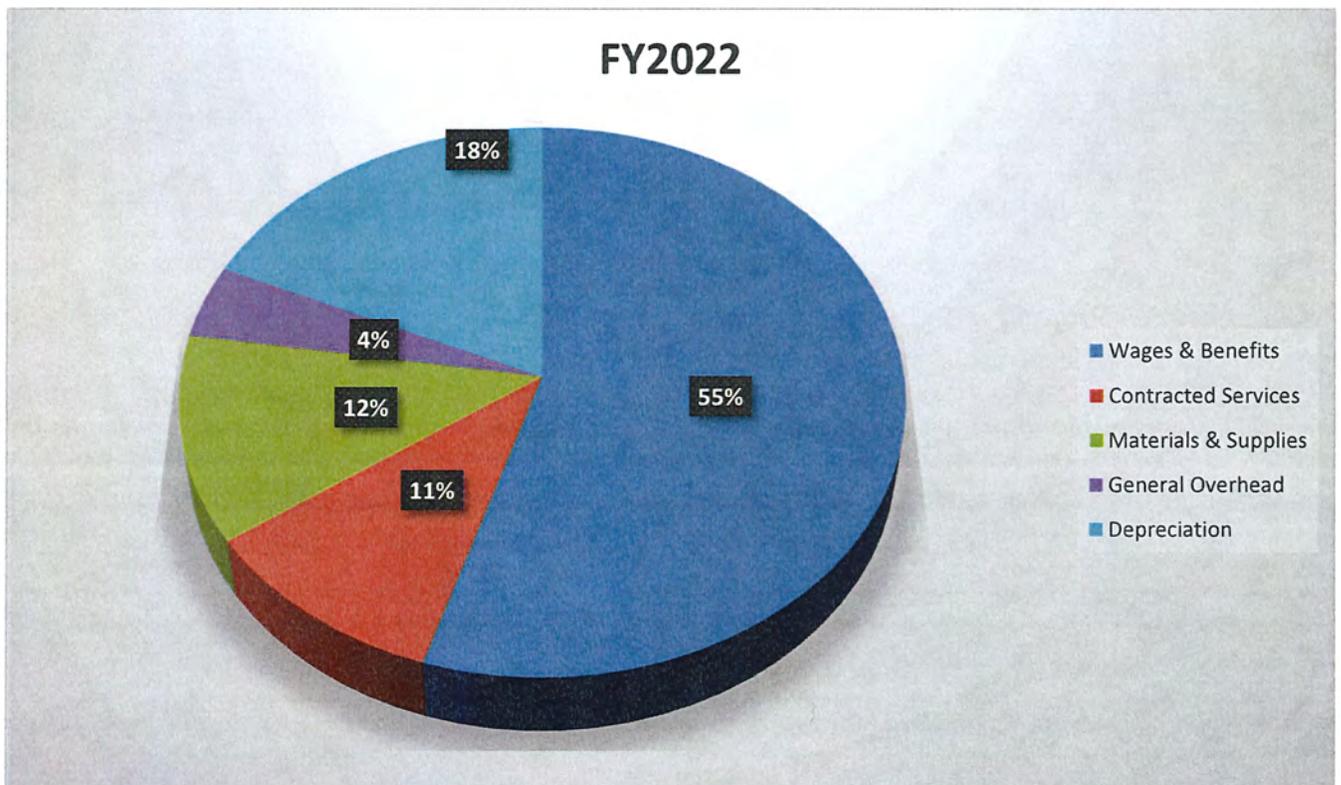
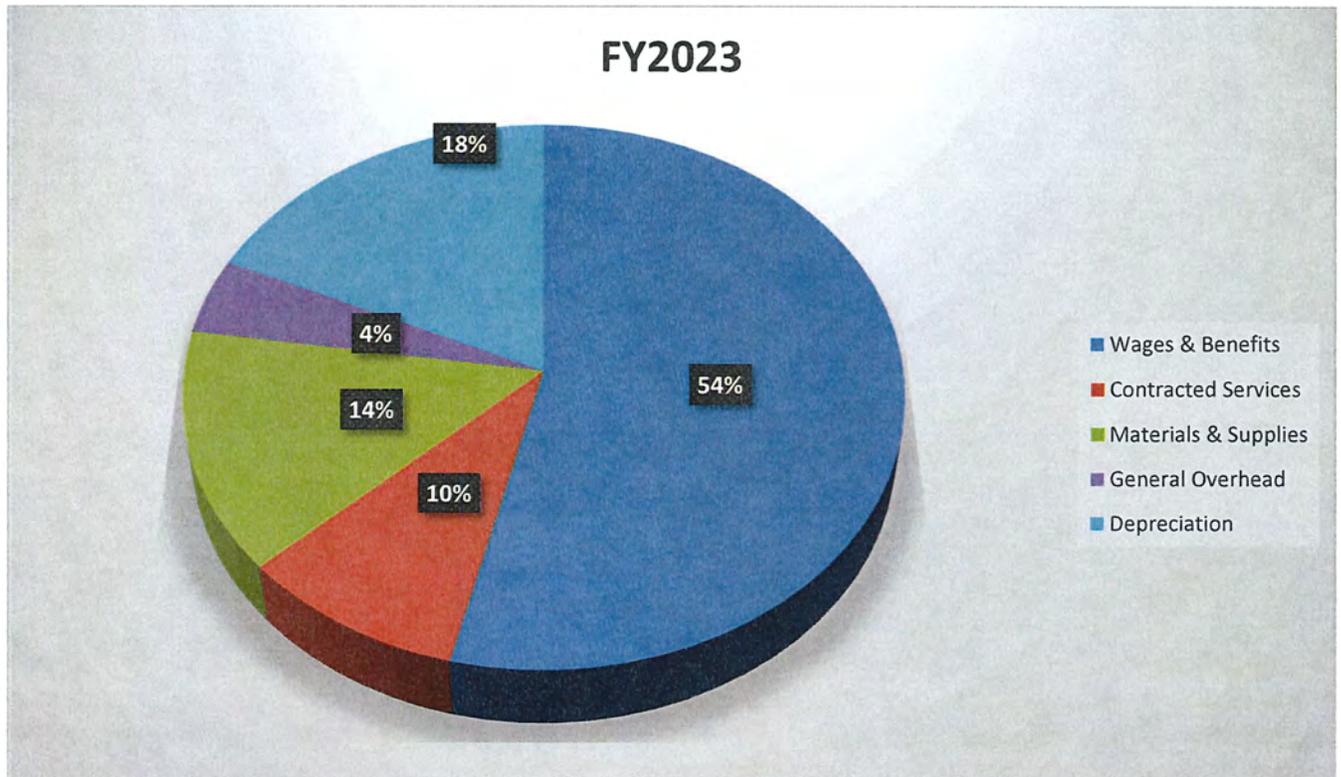
Operating expenses increased by 6.72% in fiscal year 2023 over the previous year. There were increases in salaries and benefits, materials and supplies, general overhead, and depreciation; there was a decrease in contracted services.

Fare revenue decreased in FY2023 due to a reduction in the number of annual student passes purchased by Unified School District 501. Property tax revenue had a small increase. Federal grant revenue decreased due to the exhaustion of CARES Act and ARPA grant funding. State grant revenue had a small increase. Revenue from Other Sources increased due to an increase in interest rates and a corresponding increase in investment income.

REVENUE & FUNDING



OPERATING EXPENSES



Operating Expenses

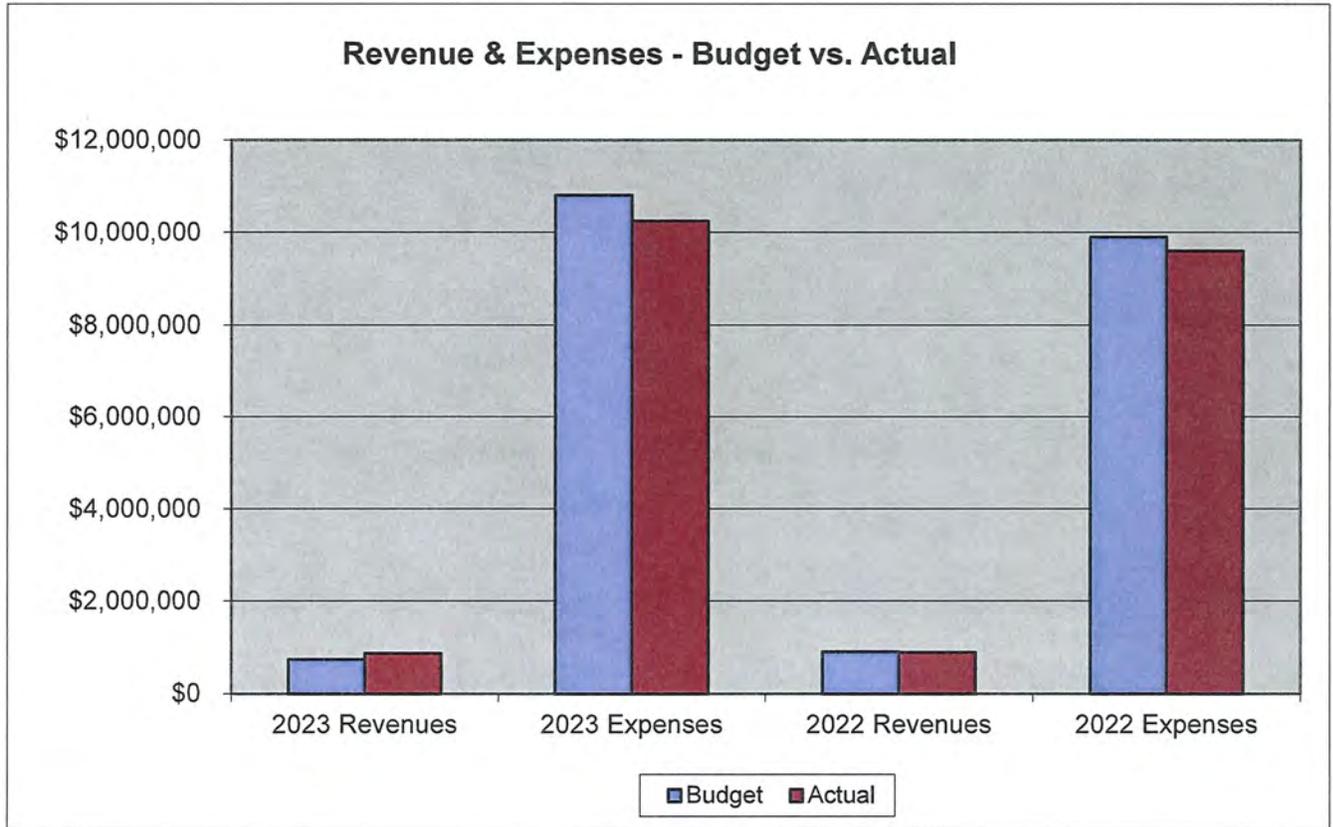
	Fiscal Year Ending June 30	
	2023	2022
Salaries and Benefits	\$ 5,549,510	\$ 5,260,176
Contracted Services	963,075	1,008,102
Materials & Supplies	1,450,198	1,166,747
General Overhead	419,743	410,234
Depreciation	1,864,147	1,756,266
Total Operating Expenses	<u>\$ 10,246,673</u>	<u>\$ 9,601,525</u>

FY2023 overall operating expenses increased from the previous year by \$645,148, or 6.72%. Primary changes in expense categories were:

1. Salaries and Benefits increased by \$289,334 (5.50%) due to annual pay increases and operator overtime.
2. Contracted services decreased by \$45,027 (4.47%) due to lower maintenance costs.
3. Materials and Supplies increased \$283,451 (24.29%) due to increases in fuel and parts costs.
4. General Overhead increased by \$9,509 (2.31%) due to an increase in KPERS pension expense.
5. Depreciation increased by \$107,881 (6.14%) due to increases in the number of bus shelters and additional fixed asset purchases.

BUDGET

Actual Operating Expenses for 2023 were 5.15% below Budgeted Expenses for 2023 and Actual Operating Revenues for 2023 were 17.28% above Budgeted Revenues for 2022. Actual Revenues for 2023 are still below pre-pandemic levels.



	<u>2023</u>	<u>2022</u>
Budgeted Revenues	\$ 731,547	\$ 895,002
Actual Revenues	857,938	880,777
Budgeted Expenses	10,803,459	9,898,854
Actual Expenses	10,246,673	9,601,525

TOPEKA METROPOLITAN TRANSIT AUTHORITY
STATEMENT OF NET POSITION
June 30, 2023

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES

Current assets:	
Cash and cash equivalents	\$ 2,882,941
Investments:	
Operating	8,849,211
Designated	10,561,889
Accounts receivable	21,647
Grants receivable	755,793
Interest receivable	7,278
Inventory	46,320
Prepaid items	237,174
	23,362,253
Noncurrent assets:	
Capital assets not being depreciated	4,379,122
Capital assets, net of depreciation	7,023,757
	11,402,879
Total noncurrent assets	11,402,879
Total assets	34,765,132
Deferred outflows of resources:	
OPEB related	96,712
Pension related	1,475,012
	1,571,724
Total deferred outflows of resources	1,571,724
Total assets and deferred outflows of resources	\$ 36,336,856

See accompanying notes to financial statements.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
STATEMENT OF NET POSITION
(Continued)
June 30, 2023

LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION

Current liabilities:	
Accounts payable	\$ 127,797
Accrued payroll and benefits	76,829
Accrued vacation	192,384
Unearned revenue	<u>16,041</u>
Total current liabilities	<u>413,051</u>
Long-term liabilities:	
Total OPEB liability	144,185
Net pension liability	<u>3,918,515</u>
Total long-term liabilities	<u>4,062,700</u>
Total liabilities	<u>4,475,751</u>
Deferred inflows of resources:	
OPEB related	104,215
Pension related	<u>353,420</u>
Total deferred inflows of resources	<u>457,635</u>
Net position:	
Net investment in capital assets	11,402,879
Unrestricted	<u>20,000,591</u>
Total net position	<u>31,403,470</u>
Total liabilities, deferred inflows of resources, and net position	<u><u>\$ 36,336,856</u></u>

See accompanying notes to financial statements.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
Year Ended June 30, 2023

Operating revenues:	
Passenger fares	\$ 764,206
Advertising and other revenue	93,732
	857,938
Total operating revenues	
	857,938
Operating expenses:	
Salaries and benefits	5,549,510
Contracted services	613,670
Materials and supplies	1,450,198
Depreciation	1,864,147
Utilities	163,241
Insurance	137,233
Taxes	51,966
Taxi service	349,405
Continuing education	29,673
Advertising	17,817
Leases	984
Self-insurance damage claims	(8,235)
Other expenses	27,064
	27,064
Total operating expenses	
	10,246,673
Operating loss	
	(9,388,735)
Nonoperating revenues:	
Investment income	447,382
Gain on sale of assets	7,200
Property taxes	5,745,836
Federal grants	2,845,370
State grants	843,589
Planning grants	53,253
	53,253
Total nonoperating revenues	
	9,942,630
Income before capital grants	
	553,895
Capital grants	
	148,989
Change in net position	
	702,884
Net position, beginning of year	
	30,700,586
Net position, end of year	
	\$ 31,403,470

See accompanying notes to financial statements.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
STATEMENT OF CASH FLOWS
Year Ended June 30, 2023

Cash flows from operating activities:	
Cash received from customers	\$ 882,097
Cash paid to suppliers	(2,764,801)
Cash paid to employees	(5,551,133)
Net cash from operating activities	(7,433,837)
Cash flows from noncapital financing activities:	
Property taxes and operating grants	9,539,934
Cash flows from capital and related financing activities:	
Capital grants	157,126
Proceeds from sale of assets	7,200
Purchase of capital assets	(1,065,572)
Net cash from capital and related financing activities	(901,246)
Cash flows from investing activities:	
Proceeds from investments	6,730,438
Purchase of investments	(6,186,872)
Interest received	349,072
Net cash from investing activities	892,638
Net increase in cash	2,097,489
Cash and cash equivalents, beginning of year	785,452
Cash and cash equivalents, end of year	\$ 2,882,941
RECONCILIATION OF OPERATING LOSS TO NET CASH FROM OPERATING ACTIVITIES:	
Operating loss	\$ (9,388,735)
Adjustments to reconcile operating loss to net cash from operating activities:	
Depreciation	1,864,147
Changes in assets, deferred outflows of resources, liabilities and deferred inflows of resources:	
Accounts receivable	35,613
Inventory	47,914
Prepaid items	43,926
Deferred outflows of resources - OPEB related	(89,805)
Deferred outflows of resources - pension related	(453,292)
Accounts payable	(3,625)
Accrued payroll and benefits	17,589
Accrued vacation	276
Unearned revenue	(11,454)
Claims payable	(20,000)
Total OPEB liability	17,393
Net pension liability	1,258,524
Deferred inflows of resources - OPEB related	(10,044)
Deferred inflows of resources - pension related	(742,264)
Net cash from operating activities	\$ (7,433,837)

See accompanying notes to financial statements.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

1 - Reporting Entity and Summary of Significant Accounting Policies

Reporting Entity

The Topeka Metropolitan Transit Authority (the Authority) was created in 1973 by Kansas statutes and a City of Topeka (City) ordinance. The Authority's primary function is to plan, develop, finance and operate transit facilities serving the City. In evaluating the Authority's financial reporting entity, management has considered all potential component units and has determined there are no component units over which the Authority is financially accountable. Financial accountability is based primarily on non-operational or financial relationships with the Authority (as distinct from legal relationships). These financial statements include all the accounts for which the Authority is considered to be financially accountable.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

For financial reporting purposes, the Authority is considered a proprietary entity engaged only in business-type activities. The financial statements are prepared on the accrual basis of accounting and on an economic resources measurement focus in accordance with accounting principles generally accepted in the United States of America. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The Authority distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing goods and services in connection with ongoing operations. The principal operating revenues of the Authority are charges to customers for sales and services. Operating expenses include the costs of sales and services, administrative expenses, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Budget

In accordance with Kansas statutes, the Authority must establish and approve an annual operating budget. This budget is considered to be a flexible, non-appropriated budget.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Authority considers all highly liquid investment instruments purchased with an original maturity of three months or less to be cash equivalents. Cash and cash equivalents consists of checking accounts and petty cash.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

Investments

Investments include U.S. Treasury obligations, certificates of deposit, and money deposited in the State of Kansas Municipal Investment Pool (MIP). The certificates of deposit are recorded at cost because they are not affected by market rate changes. The U.S. Treasury obligations and the MIP are recorded at fair value. The fair value of the Authority's position in the MIP is the same as the value of the pool shares.

Accounts Receivable

Accounts receivable are carried at original invoice amount less an estimate made for doubtful receivables based on a review of all outstanding amounts on a monthly basis. Management determines the allowance for doubtful accounts by identifying troubled accounts and by using historical experience applied to an aging of accounts. Receivables are written off when deemed uncollectible. Recoveries of receivables previously written off are recorded as revenue when received. Management has determined that no allowance is necessary as of June 30, 2023.

Inventory

Inventory consists of fuel and is stated at cost, which has been determined using the first-in, first-out (FIFO) method of accounting.

Capital Assets

Capital assets are defined as assets with an initial individual cost of more than \$ 5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Major additions or improvements are capitalized. When assets used in the operation of the Authority are sold, the gain or loss on the sale is recorded as nonoperating revenue or expense.

Depreciation is computed using the straight-line method. Buildings are being depreciated over a period of five to 30 years. Buses and other equipment are depreciated over a period of two to 15 years.

The City deeded to the Authority the land and building at 201 North Kansas in October 1981. The Authority is to hold title to the property as long as it remains a Transit Authority. If the Authority ceases to exist, the property will revert to the City. The City also deeded to the Authority land located at the northeast corner of Crane and Van Buren streets in July 1996.

The Authority evaluates long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

Compensated Absences

Employees are granted vacation and sick leave in varying amounts, based on length of service. In the event of termination or separation, an employee is generally paid for all accumulated vacation. It is the policy of the Authority to record vacation pay as an expense as it is earned.

Retiring union employees with 15 to 24 years of service are paid one half of their accumulated sick leave up to a maximum of 60 days and retiring employees with at least 25 years of service are paid one half of their accumulated sick leave up to a maximum of 70 days.

Net Position

The Authority's net position is displayed in two components as follows:

Net investment in capital assets - This consists of capital assets, net of accumulated depreciation.

Unrestricted - This consists of net position that does not meet the definition of "net investment in capital assets."

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The Authority has two items that qualify for reporting in this category – deferred outflows for OPEB and pension. See Note 5 for more information on the deferred outflows for OPEB and Note 6 for more information on the deferred outflows for the pension.

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The Authority has two items that qualify for reporting in this category – deferred inflows for OPEB and pension. See Note 5 for more information on the deferred inflows for OPEB and Note 6 for more information on the deferred inflows for pension.

Pension

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Kansas Public Employees Retirement System (KPERS) and additions to/deductions from KPERS' fiduciary net position have been determined on the same basis as they are reported by KPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. The KPERS investments are reported at fair value.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
 NOTES TO FINANCIAL STATEMENTS
 (Continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, deferred outflows, and deferred inflows at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recently Issued Accounting Standard

The following accounting standard has been recently issued and will be adopted as applicable by the Authority. Management has not yet determined the impact of this Statement on the Authority's financial statements.

GASB Statement No. 101 "Compensated Absences" - The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This Statement will become effective for the Authority in the fiscal year ended June 30, 2025.

2 - Deposits and Investments

A summary of the deposits and investments at June 30, 2023 is as follows:

Cash on hand	\$	1,000
Deposits		2,881,941
Investments		19,411,100
		22,294,041
	\$	22,294,041

These deposits and investments are reflected on the financial statements as follows:

Cash and cash equivalents	\$	2,882,941
Investments:		
Operating		8,849,211
Designated		10,561,889
		22,294,041
	\$	22,294,041

Deposits

K.S.A. 9-1401 establishes the depositories which may be used by the Authority. The statute requires banks eligible to hold the Authority's funds have a main or branch bank in the county in which the Authority is located, or in an adjoining county if such institution has been designated as an official depository, and the banks provide an acceptable rate of return on funds.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

Custodial Credit Risk – Custodial credit risk is the risk that in the event of a bank failure, the Authority’s deposits may not be returned to it. Kansas statutes require that deposits be collateralized, and that collateral pledged must have a fair market value equal to 100% of the deposits and investments, less insured amounts, and must be assigned for the benefit of the Authority. At June 30, 2023, the Authority’s deposits were not exposed to custodial credit risk.

Investments

As of June 30, 2023, the Authority had the following investments and related maturities:

Investment Type	Fair Value	Rating	Investment Maturities (in Years)			
			Less than 1	1 - 5	6 - 10	More Than 10
U.S. Treasury obligations	\$ 10,314,281	AA+	\$ 10,314,281	\$ -	\$ -	\$ -
Certificates of deposit	600,000	N/A	600,000	-	-	-
Kansas Municipal Investment Pool	8,496,819	N/A	8,496,819	-	-	-
	<u>\$ 19,411,100</u>		<u>\$ 19,411,100</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Credit Risk – K.S.A. 12-1675 limits the Authority’s investment of idle funds to time deposits, open accounts, and certificates of deposit with allowable financial institutions; U.S. government securities; temporary notes; no-fund warrants; repurchase agreements; and the MIP. The Authority’s investments in the MIP were not rated by a rating agency as of June 30, 2023. Maturities of the above investments may not exceed two years by statute.

The MIP is under the oversight of the Pooled Money Investment Board (the Board). The Board is comprised of the State Treasurer and four additional members appointed by the State Governor. The Board reports annually to the Kansas Legislature. State pooled monies may be invested in direct obligations of, or obligations that are insured as to principal and interest by the U.S. government or any agency thereof, with maturities up to four years. No more than 10 percent of those funds may be invested in mortgage-backed securities. In addition, the State pool may invest in repurchase agreements with Kansas banks or with primary government securities dealers.

Interest Rate Risk – Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Authority does not have a formal investment policy that limits investments maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The Authority is not exposed to significant interest rate risk.

Concentrations of Credit Risk – The Authority has a policy that limits to \$ 500,000 the amount that the Authority may invest in any one issuer.

Custodial Credit Risk (Investments) – For an investment, custodial credit risk is the risk that, in the event of the failure of the issuer or counterparty, the Authority will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At June 30, 2023, the Authority’s investments were not exposed to custodial credit risk.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

Fair Value Measurement – The Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. For the year ended June 30, 2023, the U.S. Treasury obligations were valued with quoted prices on the active market (Level 1 input). Fair value measurement hierarchy information is not provided to the Authority for its deposits in the MIP.

3 - Board Designated Assets

The Board has established a capital and insurance reserve for the replacement of mini-buses and buses and to help maintain an adequate and modern transportation system and for the payment of future insurance claims or premiums totaling \$ 500,000. Cash totaling \$ 2,703,125 and investments totaling \$ 10,561,889 have been designated by the Board for these purposes as of June 30, 2023.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

4 - Capital Assets

Capital asset activity for the year ended June 30, 2023 is as follows:

Description	Balance July 1, 2022	Additions	Retirements	Balance June 30, 2023
Capital assets not being depreciated:				
Construction in progress	\$ 262,742	\$ 1,079,829	\$ (563,704)	\$ 778,867
Land	3,600,255	-	-	3,600,255
Total capital assets not being depreciated	<u>3,862,997</u>	<u>1,079,829</u>	<u>(563,704)</u>	<u>4,379,122</u>
Capital assets being depreciated:				
Revenue equipment	11,873,193	-	(81,234)	11,791,959
Service equipment	309,985	61,997	-	371,982
Shop and garage equipment	603,243	162,092	(55,291)	710,044
Computer hardware and software	141,974	-	-	141,974
Farebox equipment	702,498	-	-	702,498
Communications equipment	280,324	23,822	-	304,146
Improvements	3,101,203	195,690	(20,760)	3,276,133
Buildings	6,717,130	-	-	6,717,130
Bus shelters	3,691,974	105,848	-	3,797,822
Furniture and office equipment	9,093	-	-	9,093
Total capital assets being depreciated	<u>27,430,617</u>	<u>549,449</u>	<u>(157,285)</u>	<u>27,822,781</u>
Less accumulated depreciation for:				
Revenue equipment	(8,936,132)	(1,003,077)	81,232	(9,857,977)
Service equipment	(250,538)	(32,040)	-	(282,578)
Shop and garage equipment	(420,318)	(27,567)	55,291	(392,594)
Computer hardware and software	(141,973)	-	-	(141,973)
Farebox equipment	(641,508)	(38,520)	-	(680,028)
Communications equipment	(280,324)	(2,978)	-	(283,302)
Improvements	(1,905,191)	(197,961)	20,760	(2,082,392)
Buildings	(5,174,143)	(192,157)	-	(5,366,300)
Bus shelters	(1,341,780)	(366,816)	-	(1,708,596)
Furniture and office equipment	(253)	(3,031)	-	(3,284)
Total accumulated depreciation	<u>(19,092,160)</u>	<u>(1,864,147)</u>	<u>157,283</u>	<u>(20,799,024)</u>
Total capital assets being depreciated, net	<u>8,338,457</u>	<u>(1,314,698)</u>	<u>(2)</u>	<u>7,023,757</u>
Total capital assets	<u>\$ 12,201,454</u>	<u>\$ (234,869)</u>	<u>\$ (563,706)</u>	<u>\$ 11,402,879</u>

Depreciation expense for the year ended June 30, 2023 was \$ 1,864,147.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
 NOTES TO FINANCIAL STATEMENTS
 (Continued)

5 - Other Postemployment Benefits (OPEB)

Health Insurance

Description. The Authority offers postemployment health insurance to retired employees in accordance with Kansas law (K.S.A. 12-5040). The benefits are provided through a single employer defined benefit postemployment healthcare plan administered by the Authority. Kansas statutes provide that postemployment healthcare benefits be extended to retired employees who have met age and/or service eligibility requirements until the individuals become eligible for Medicare coverage at age 65. The medical insurance benefit provides the same coverage for retirees and their dependents as for active employees and their dependents. The benefit is available for selection at retirement and is extended to retirees and their dependents until the individuals become eligible for Medicare at age 65. A retiring employee who waives continuing participation in the Authority’s health insurance program at the time of retirement is not eligible to participate at a later date. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75. The plan does not issue a stand-alone financial report.

Funding Policy. The Authority provides health insurance benefits to retirees and their dependents in accordance with Kansas law (K.S.A. 12-5040). Kansas statutes, which may be amended by the state legislature, establish that participating retirees may be required to contribute to the employee group health benefits plan, including administrative costs at an amount not to exceed 125 percent of the premium cost for other similarly situated employees. The Authority requires participating retirees to contribute 100 percent of the blended premium cost of active employees to maintain coverage.

The Authority appropriates funds annually for the costs associated with this retirement benefit and provides funding for the expenditures on a pay-as-you-go basis. For the year ended June 30, 2023, the Authority contributed \$ 1,458 to the plan and participating retirees contributed \$ 0.

Employees Covered by Benefit Terms. At June 30, 2023, the following employees were covered by the benefit terms.

Inactive employees or beneficiaries currently receiving benefit payments	1
Active plan members	70
	71
	71

Total OPEB Liability. The Authority’s total OPEB liability of \$ 51,193 was measured as of June 30, 2023 and was determined by an actuarial valuation performed as of July 1, 2022.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

Actuarial Assumptions and Other Inputs. The total OPEB liability at June 30, 2023 was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Discount rate	4.25 percent
Salary inflation	3.50 percent per year
Healthcare cost trend rates	7.00 percent for 2023 decreasing to 6.50 percent, then decreasing by 0.10 percent per year to an ultimate rate of 4.50 percent
Retirees' share of benefit-related costs	Retirees are responsible for the full premium rates up to 125% of the premium.
Actuarial cost method	Entry Age Normal - Level Percent of Salary

The discount rate was based on the S&P Municipal Bond 20-Year High Grade Index.

Mortality rates were based on the RP-2014 mortality tables projected with mortality improvements using the fully generational MP-2016 projection scale.

Actuarial assumptions were based on an experience study conducted in 2020 using Kansas Public Employees Retirement System experience from 2016 through 2018.

Changes in the Total OPEB Liability

	<u>Total OPEB Liability</u>
Balance at July 1, 2022	\$ 52,441
Changes for the year:	
Service cost	3,177
Interest	1,866
Differences between expected and actual experience	(2,177)
Changes in assumptions or other inputs	(2,656)
Employer contribution (benefit payments)	(1,458)
Net changes	<u>(1,248)</u>
Balance at June 30, 2023	<u>\$ 51,193</u>

Changes of assumptions and other inputs reflect a change in the discount rate from 3.50 percent in 2022 to 4.25 percent in 2023.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate. The following presents the total OPEB liability of the Authority, as well as what the Authority's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current discount rate:

	1% Decrease (3.25%)	Discount Rate (4.25%)	1% Increase (5.25%)
Total OPEB liability	\$ 54,763	\$ 51,193	\$ 47,803

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates. The following represents the total OPEB liability of the Authority as well as what the Authority's total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage point lower or one percentage point higher than the current healthcare cost trend rates:

	1% Decrease (6.0% decreasing to 3.5%)	Healthcare Cost Trend Rates (7.0% decreasing to 4.5%)	1% Increase (8.0% decreasing to 5.5%)
Total OPEB liability	\$ 45,941	\$ 51,193	\$ 57,268

OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2023, the Authority recognized OPEB expense of \$ 19,405. At June 30, 2023, the Authority reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in assumptions or other inputs	\$ 1,653	\$ 23,128
Differences between expected and actual experience	-	27,565
	\$ 1,653	\$ 50,693

TOPEKA METROPOLITAN TRANSIT AUTHORITY
 NOTES TO FINANCIAL STATEMENTS
 (Continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended June 30,			
2024	\$	(24,451)	
2025		(14,767)	
2026		(8,853)	
2027		(969)	
		(49,040)	\$

Disability Benefits and Life Insurance

Plan Description. The Authority participates in a single employer defined benefit other postemployment benefit (OPEB) plan (the Plan) which is administered by the Kansas Public Employees Retirement System (KPERS). The Plan provides long-term disability benefits and a life insurance benefit for disabled members to KPERS members, as provided by K.S.A. 74-4927. The Plan is administered through a trust held by KPERS that is funded to pay annual benefit payments. However, because the trust's assets are used to pay employee benefits other than OPEB, the trust does not meet the criteria in paragraph 4 of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. Accordingly, the Plan is considered to be administered on a pay-as-you-go basis.

Employer contributions are established and may be amended by state statute. Members are not required to contribute. Employer contributions paid for benefits as they came due during the fiscal year ended June 30, 2023 totaled \$ 40,626.

Benefits. Benefits are established by statute and may be amended by the KPERS Board of Trustees. The Plan provides long-term disability benefits equal to 60 percent (prior to January 1, 2006, 66⅔ percent) of annual compensation, offset by other benefits. Members receiving long-term disability benefits also receive credit towards their KPERS retirement benefits and have their group life insurance coverage continued under the waiver of premium provision.

The monthly long-term disability benefit is 60 percent of the member's monthly compensation, with a minimum of \$ 100 and a maximum of \$ 5,000. The monthly benefit is subject to reduction by deductible sources of income, which include Social Security primary disability or retirement benefits, workers compensation benefits, other disability benefits from any other sources by reason of employment, and earnings from any form of employment. If the disability begins before age 60, benefits are payable while the disability continues until the member's 65th birthday or retirement date, whichever occurs first. If the disability begins after age 60, benefits are payable while the disability continues, for a period of five years or until the member retires, whichever occurs first. Benefit payments for disabilities caused or contributed to by substance abuse or non-biologically based mental illnesses are limited to the shorter of the term of the disability or 24 months per lifetime.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
 NOTES TO FINANCIAL STATEMENTS
 (Continued)

The death benefit paid to beneficiaries of disabled members is 150% of the greater of 1) the member's annual rate of compensation at the time of disability, or 2) the member's previous 12 months of compensation at the time of the last date on payroll. If the member has been disabled for five or more years, the annual compensation or salary rate at the time of death will be indexed using the consumer price index, less one percentage point, to compute the death benefit. If a member is diagnosed as terminally ill with a life expectancy of 12 months or less, the member may be eligible to receive up to 100% of the death benefit rather than having the benefit paid to the beneficiary. If a member retires or disability benefits end, the member may convert the group life insurance coverage to an individual insurance policy.

Covered Employees. The Authority has the following employees covered by the Plan as of June 30, 2023:

Inactive employees or beneficiaries currently receiving benefit payments	1
Active plan members	72
	73
	73

Total OPEB Liability. The Authority's total OPEB liability of \$ 92,992 reported as of June 30, 2023 was measured as of June 30, 2022 (the measurement date), and was determined by an actuarial valuation as of December 31, 2021, which was rolled forward to June 30, 2022, using the following actuarial assumptions:

Implicit inflation rate	2.75%
Payroll growth	3.00%
General wage increases	3.50%
Discount rate (based on the Bond Buyer General Obligation 20-Bond Municipal Index)	3.54%
Actuarial cost method	Entry Age Normal
Mortality rates	Local Males: 90% of RP-2014 M Total Dataset +2 Local Females: 90% of RP-2014 F Total Dataset +1 Generational mortality improvements were projected for future years using MP-2021. Post-disability mortality rates are included in long-term disability claim termination rates.

The actuarial assumptions used in the December 31, 2021 valuation were based on the actual KPERs experience.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

Changes and items of impact relative to the prior valuation were as follows.

1. The discount rate was updated in accordance with the requirements of GASB 75.
2. The disability rates, estimated offsets, waiver mortality rates, and claim cost assumption were updated based on recent experience.

Changes in Total OPEB Liability

Balance at June 30, 2022	\$ 74,351
Changes for the year:	
Service cost	19,611
Interest on total OPEB liability	1,591
Effect of economic/demographic gains or losses	56,162
Changes in assumptions or other inputs	(17,892)
Benefit payments	(40,831)
Net changes	18,641
Balance at June 30, 2023	\$ 92,992

Sensitivity Analysis. The following presents the Authority's total OPEB liability calculated using the discount rate of 3.54%, as well as what the Authority's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (2.54%)	Discount Rate (3.54%)	1% Increase (4.54%)
Total OPEB liability	\$ 96,033	\$ 92,992	\$ 89,881

OPEB Expense

For the year ended June 30, 2023, the Authority recognized OPEB expense of \$ 19,864, which includes the changes in the total OPEB liability, and the amortization of deferred outflows of resources and deferred inflows of resources for the current period.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

Deferred Outflows of Resources and Deferred Inflows of Resources

At June 30, 2023, the Authority reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between actual and expected experience	\$ 50,579	\$ 36,319
Changes in assumptions	3,854	17,203
Contributions subsequent to the measurement date	40,626	-
Total	\$ 95,059	\$ 53,522

The deferred outflow of resources related to the Authority's contributions subsequent to the measurement date totaling \$ 40,626 consist of payments made to KPERS for benefits and administrative costs and will be recognized as a reduction in the total OPEB liability during the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended June 30,		
2023	\$	(1,338)
2024		(1,338)
2025		(1,338)
2026		(1,271)
2027		(930)
Thereafter		7,126
	\$	911

6 - Defined Benefit Pension Plan

General Information About the Pension Plan

Description of Pension Plan. The Authority participates in a cost-sharing multiple-employer defined benefit pension plan (Pension Plan), as defined in Governmental Accounting Standards Board Statement No. 67, *Financial Reporting for Pension Plans*. The Pension Plan is administered by the Kansas Public Employees Retirement System (KPERS), a body corporate and an instrumentality of the State of Kansas. KPERS provides benefit provisions to the following statewide pension groups under one plan, as provided by K.S.A. 74, article 49:

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

- Public employees, which includes:
 - State/School employees
 - Local employees
- Police and Firemen
- Judges

Substantially all public employees in Kansas are covered by the Pension Plan. Participation by local political subdivisions is optional, but irrevocable once elected.

Those employees participating in the Pension Plan for the Authority are included in the Local employee group.

KPERS issues a stand-alone comprehensive annual financial report, which is available on the KPERS website at www.kpers.org.

Benefits Provided. KPERS provides retirement benefits, life insurance, disability income benefits, and death benefits. Benefits are established by statute and may only be changed by the Kansas Legislature. Member employees with ten or more years of credited service may retire as early as age 55, with an actuarially reduced monthly benefit. Normal retirement is at age 65, age 62 with ten years of credited service, or whenever an employee's combined age and years of credited service equal 85 points.

Monthly retirement benefits are based on a statutory formula that includes final average salary and years of service. When ending employment, member employees may withdraw their contributions from their individual accounts, including interest. Member employees who withdraw their accumulated contributions lose all rights and privileges of membership. For all pension coverage groups, the accumulated contributions and interest are deposited into and disbursed from the membership accumulated reserve fund as established by K.S.A. 74-4922.

Member employees choose one of seven payment options for their monthly retirement benefits. At retirement a member employee may receive a lump-sum payment of up to 50% of the actuarial present value of the member employee's lifetime benefit. His or her monthly retirement benefit is then permanently reduced based on the amount of the lump sum. Benefit increases, including ad hoc post-retirement benefit increases, must be passed into law by the Kansas Legislature. Benefit increases are under the authority of the Legislature and the Governor of the State of Kansas.

The 2012 Legislature made changes affecting new hires, current members and employees. A new KPERS 3 cash balance retirement plan for new hires starting January 1, 2015, was created. Normal retirement age for KPERS 3 is 65 with five years of service or 60 with 30 years of service. Early retirement is available at age 55 with ten years of service, with a reduced benefit. Monthly benefit options are an annuity benefit based on the account balance at retirement.

For all pension coverage groups, the retirement benefits are disbursed from the retirement benefit payment reserve fund as established by K.S.A. 74-4922.

Contributions. K.S.A. 74-4919 and K.S.A. 74-49,210 establish the KPERS member-employee contribution rates. KPERS has multiple benefit structures and contribution rates depending on whether the employee is a KPERS 1, KPERS 2 or KPERS 3 member. KPERS 1 members are active and

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

contributing members hired before July 1, 2009. KPERS 2 members were first employed in a covered position on or after July 1, 2009, and KPERS 3 members were first employed in a covered position on or after January 1, 2015. Effective January 1, 2015, Kansas law established the KPERS member-employee contribution rate at 6% of covered salary for KPERS 1, KPERS 2, and KPERS 3 members. Member contributions are withheld by their employer and paid to KPERS according to the provisions of Section 414(h) of the Internal Revenue Code.

State law provides that the employer contribution rates are determined based on the results of an annual actuarial valuation for each of the three state-wide pension groups. The contributions and assets of all groups are deposited in the Kansas Public Employees Retirement Fund established by K.S.A. 74-4921. KPERS is funded on an actuarial reserve basis.

For KPERS fiscal years beginning in 1995, Kansas legislation established statutory limits on increases in contribution rates for KPERS employers. Annual increases in the employer contribution rates related to subsequent benefit enhancements are not subject to these limitations. The statutory cap increase over the prior year contribution rate is 1.20% of total payroll for the KPERS fiscal year ended June 30, 2022.

The actuarially determined employer contribution rate (not including the 1% contribution rate for the Death and Disability Program) and the statutory contribution rate was 8.90% for the fiscal year ended June 30, 2023. Contributions to the Pension Plan from the Authority were \$ 350,966 for the year ended June 30, 2023.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2023, the Authority reported a liability of \$ 3,918,515 for its proportionate share of the KPERS collective net pension liability. The collective net pension liability was measured by KPERS as of June 30, 2022, and the total pension liability used to calculate the collective net pension liability was determined by an actuarial valuation as of December 31, 2021, which was rolled forward to June 30, 2022. Although KPERS administers one cost-sharing multiple-employer defined benefit pension plan, separate (sub) actuarial valuations are prepared to determine the actuarial determined contribution rate by group. Following this method, the measurement of the collective net pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense are determined separately for each of the following groups of the plan:

- State/School
- Local
- Police and Firemen
- Judges

To facilitate the separate (sub) actuarial valuations, KPERS maintains separate accounts to identify additions, deductions, and fiduciary net position applicable to each group. The allocation percentages presented for each group in the schedule of employer and nonemployer allocations are applied to amounts presented in the schedules of pension amounts by employer and nonemployer. The Authority's proportion of the collective net pension liability was based on the ratio of the Authority's actual contributions to KPERS, relative to the total employer and nonemployer contributions of the Local group within KPERS for the KPERS fiscal year ended June 30, 2023. The contributions used exclude contributions made for

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

prior service, excess benefits and irregular payments. At June 30, 2023, the Authority's proportion was 0.197104%, which was a decrease of 0.02457% from its proportion measured as of June 30, 2022.

For the year ended June 30, 2023, the Authority recognized pension expense of \$ 414,223. At June 30, 2023, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual experience	\$ 148,214	\$ 7,024
Changes in assumptions	626,352	-
Net difference between projected and actual earnings on pension plan investments	331,702	-
Changes in proportionate share	17,778	346,396
Contributions subsequent to measurement date	<u>350,966</u>	<u>-</u>
Total	<u>\$ 1,475,012</u>	<u>\$ 353,420</u>

The \$ 350,966 reported as deferred outflows of resources related to pensions resulting from the Authority's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ended June 30,</u>	
2023	\$ 216,884
2024	187,192
2025	72,646
2026	290,092
2027	<u>3,812</u>
	<u>\$ 770,626</u>

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

Actuarial assumptions. The total pension liability for KPERS in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Price inflation	2.75 percent
Payroll growth	3.00 percent
Salary increases, including price inflation	3.50 to 12.00 percent, including inflation
Long-term rate of return, net of investment expense, including price inflation	7.00 percent

Mortality rates were based on the RP-2014 Mortality Tables with future mortality improvements based on Scale MP-2016.

The actuarial assumptions used in the December 31, 2021 valuation were based on the results of an actuarial experience study conducted for the three year period ending December 31, 2018.

The changes in actuarial assumptions and methods for the December 31, 2021 valuation were as follows.

- Investment return assumption was lowered from 7.75% to 7.00%. (7.25% to 7.00% for purposes of valuing the TPL)
- Interest crediting rate assumption for KPERS 3 members was lowered from 6.25% to 6.00%
- Annuity interest rate assumption for KPERS 3 members was lowered from 5.75% to 5.00%

In addition to the changes pertaining to actuarial assumptions, the Board also reamortized the total unfunded actuarial liability (UAL).

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocations as of the most recent experience study, dated January 7, 2020, are summarized in the following table:

TOPEKA METROPOLITAN TRANSIT AUTHORITY
 NOTES TO FINANCIAL STATEMENTS
 (Continued)

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
U.S. Equities	23.5%	5.20%
Non-U.S. Equities	23.5%	6.40%
Private Equity	8.0%	9.50%
Private Real Estate	11.0%	4.45%
Yield Driven	8.0%	4.70%
Real Return	11.0%	3.25%
Fixed Income	11.0%	1.55%
Cash	4.0%	0.25%
Total	<u>100%</u>	

Discount rate. The discount rate used by KPERS to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the contractually required rate. The Local employers do not necessarily contribute the full actuarial determined rate. Based on legislation passed in 1993, and subsequent legislation, the employer contribution rates certified by the KPERS Board of Trustees for this group may not increase by more than the statutory cap. The expected KPERS employer statutory contribution was modeled for future years, assuming all actuarial assumptions are met in the future. Based on those assumptions, the Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Authority's proportionate share of the collective net pension liability to changes in the discount rate. The following presents the Authority's proportionate share of the collective net pension liability calculated using the discount rate of 7.00%, as well as what the Authority's proportionate share of the collective net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Authority's proportionate share of the collective net pension liability	\$ 5,629,073	\$ 3,918,515	\$ 2,493,371

Pension plan fiduciary net position. Detailed information about the Pension Plan's fiduciary net position is available in the separately issued KPERS financial report.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

7 - Risk Management

The Authority is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Commercial insurance coverage is purchased for claims arising from such matters other than those related to comprehensive general liability claims. Settled claims have not exceeded this commercial coverage in any of the three preceding years. There have been no significant reductions in insurance coverage from the previous year.

Self-Insurance

Under the Kansas Tort Claims Act, K.S.A. 75-6101 to 75-6115, general liability claims against the Authority are limited within the scope of the act to an occurrence aggregate of \$ 500,000. The Authority self-insures for general liability claims up to this statutory dollar limit. A liability for claims is reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of loss can be reasonably estimated. Other non-incremental costs are not included in the basis for estimating the liability.

8 - Commitments and Contingencies

Litigation

The Authority has certain contingent liabilities and is a party to various claims and legal actions arising in the ordinary course of business. In the opinion of management and legal counsel, all such matters are adequately covered by insurance or self-insurance reserves, or if not so covered, are without merit or are of such kind, or involve such amounts that unfavorable disposition would not have a material effect on the financial position of the Authority.

Grants

Grantor agencies reserve the right to conduct audits of the Authority's grant programs for economy and efficiency and program results that may result in disallowed costs to the Authority. Management does not believe such audits, if any, would result in any disallowed costs that would be material to the Authority's financial position at June 30, 2023.

9 - Property Taxes and Significant Concentrations

The City of Topeka, Kansas (the City) has adopted the provisions of the metropolitan transit authority act contained in K.S.A. 12-2801 through 12-2840.

The City may levy a tax as approved by the City election on April 3, 1973. The mill levy shall be upon the taxable property within the City, as authorized by ordinance of the City. The mill levy rate was \$ 4.20 per \$ 1,000 assessed valuation for the fiscal year ending June 30, 2023. The moneys derived from such tax levy shall be for the benefit of the Authority for the purpose of providing funds for the operation of the Authority.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
(Continued)

The Authority received \$ 5,745,836 from the City for the fiscal year ended June 30, 2023. The Authority also receives a significant amount of funding through grants from the State of Kansas and the U.S. Department of Transportation.

A significant reduction in funding from these sources could materially affect the operations of the Authority.

10 - Tax Abatements

The City of Topeka, Kansas and Shawnee County, Kansas enter into property tax abatement agreements with local businesses for the purpose of attracting businesses within their jurisdictions. These agreements impact local municipalities, including the Authority. For the calendar year ended December 31, 2022, abated property taxes that impacted the Authority totaled \$ 452,911, including the following tax abatement agreements that each exceeded 10 percent of the total amount abated:

- A property tax abatement to a retail corporation. The Authority's portion of the abatement amounted to \$ 188,186.
- A property tax abatement to a medical facility. The Authority's portion of the abatement amounted to \$ 72,022.
- A property tax abatement to a food manufacturer and distributor. The Authority's portion of the abatement amounted to \$ 61,481.
- A property tax abatement to another food manufacturer and distributor. The Authority's portion of the abatement amounted to \$ 47,043.

11 - Subsequent Events

The Authority has evaluated subsequent events through the date of the independent auditors' report, which is the date the financial statements are available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

TOPEKA METROPOLITAN TRANSIT AUTHORITY
Schedule of Changes in the Authority's Total OPEB Liability and Related Ratios - Health Insurance
Last Six Fiscal Years*

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB liability:						
Service cost	\$ 3,177	\$ 6,147	\$ 6,015	\$ 8,497	\$ 10,473	\$ 13,611
Interest	1,866	1,962	2,300	4,119	5,729	5,688
Changes of assumptions	(2,656)	(30,771)	2,470	(2,230)	2,504	(12,568)
Differences between expected and actual experience	(2,177)	(9,908)	(977)	(33,259)	(40,950)	(10,341)
Benefit payments	(1,458)	(2,973)	(4,496)	(6,546)	(6,420)	(1,811)
Net change in total OPEB liability	(1,248)	(35,543)	5,312	(29,419)	(28,664)	(5,421)
Total OPEB liability, beginning	52,441	87,984	82,672	112,091	140,755	146,176
Total OPEB liability, ending	<u>\$ 51,193</u>	<u>\$ 52,441</u>	<u>\$ 87,984</u>	<u>\$ 82,672</u>	<u>\$ 112,091</u>	<u>\$ 140,755</u>
Covered payroll	\$ 3,722,739	\$ 3,451,734	\$ 3,978,641	\$ 3,844,098	\$ 4,223,949	\$ 3,464,914
Authority's total OPEB liability as a percentage of covered payroll	1.5%	1.5%	2.2%	2.2%	2.7%	4.1%

Benefit Changes. No significant changes.

Changes of Assumptions. The discount rate was updated based on the S&P Municipal Bond 20-Year High Grade Index.

* GASB 75 requires the presentation of 10 years. Data was not available prior to fiscal year 2018. Therefore, 10 years of data is unavailable.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
Schedule of Changes in the Authority's Total OPEB Liability and Related Ratios -
Disability Benefits and Life Insurance
Last Six Fiscal Years*

	2023	2022	2021	2020	2019	2018
Total OPEB liability:						
Service cost	\$ 19,611	\$ 17,406	\$ 15,874	\$ 14,291	\$ 14,096	\$ 15,107
Interest	1,591	1,957	2,831	2,930	2,894	2,652
Effect of economic/ demographic gains or losses	56,162	(16,216)	(17,295)	(14,494)	(5,670)	-
Changes of assumptions	(17,892)	83	4,712	851	(634)	(2,053)
Benefit payments	(40,831)	-	-	-	(31,689)	(22,264)
Net change in total OPEB liability	18,641	3,230	6,122	3,578	(21,003)	(6,558)
Total OPEB liability, beginning	74,351	71,121	64,999	61,421	82,424	88,982
Total OPEB liability, ending	<u>\$ 92,992</u>	<u>\$ 74,351</u>	<u>\$ 71,121</u>	<u>\$ 64,999</u>	<u>\$ 61,421</u>	<u>\$ 82,424</u>
Covered payroll	\$ 3,668,676	\$ 4,315,440	\$ 3,926,375	\$ 3,912,624	\$ 3,634,818	\$ 3,655,711
Authority's total OPEB liability as a percentage of covered payroll	2.53%	1.72%	1.81%	1.66%	1.69%	2.25%

Benefit Changes. No significant changes.

Changes of Assumptions. The discount rate was updated in accordance with the requirements of GASB 75. The disability rates, estimated offsets, waiver mortality rates, and claim cost assumption were updated based on recent experience.

* GASB 75 requires the presentation of 10 years. Data was not available prior to fiscal year 2018. Therefore, 10 years of data is unavailable.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
Schedule of the Authority's Proportionate Share of the Collective Net Pension Liability -
Kansas Public Employees Retirement System
Last Ten Fiscal Years

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Authority's proportion of the collective net liability	0.197104%	0.221674%	0.221780%	0.235040%	0.228898%	0.233894%	0.227267%	0.207658%	0.192612%	0.198234%
Authority's proportionate share of the collective net pension liability	\$ 3,918,515	\$ 2,659,991	\$ 3,844,898	\$ 3,284,384	\$ 3,190,357	\$ 3,387,851	\$ 3,518,888	\$ 2,726,641	\$ 2,370,694	\$ 3,017,282
Authority's covered payroll	\$ 3,874,773	\$ 3,894,315	\$ 4,270,202	\$ 4,082,002	\$ 4,078,993	\$ 3,956,145	\$ 3,906,175	\$ 3,740,294	\$ 3,528,031	\$ 3,292,913
Authority's proportionate share of the collective liability as a percentage of its covered payroll	101.13%	68.30%	90.04%	80.46%	78.21%	85.64%	90.09%	72.90%	67.20%	91.63%
Plan fiduciary net position as a percentage of the total pension liability	69.75%	76.40%	66.30%	69.88%	68.88%	67.12%	65.10%	64.95%	66.60%	59.94%

TOPEKA METROPOLITAN TRANSIT AUTHORITY
 Schedule of the Authority's Contributions -
 Kansas Public Employees Retirement System
 Last Ten Fiscal Years

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Contractually required contribution	\$ 350,966	\$ 351,982	\$ 373,631	\$ 366,942	\$ 375,735	\$ 345,045	\$ 365,848	\$ 363,537	\$ 317,558	\$ 265,218
Contributions in relation to the contractually required contribution	(350,966)	(351,982)	(373,631)	(366,942)	(375,735)	(345,045)	(365,848)	(363,537)	(317,558)	(265,218)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Authority's covered payroll	\$ 3,874,773	\$ 3,894,315	\$ 4,270,202	\$ 4,082,002	\$ 4,078,993	\$ 3,956,145	\$ 3,906,175	\$ 3,740,294	\$ 3,528,031	\$ 3,292,913
Contributions as a percentage of covered payroll	9.06%	9.04%	9.00%	9.00%	9.00%	9.00%	9.00%	10.00%	9.00%	8.00%

SUPPLEMENTARY INFORMATION

TOPEKA METROPOLITAN TRANSIT AUTHORITY
SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN NET POSITION -
BUDGET AND ACTUAL
Year Ended June 30, 2023

	Budget	Actual	Variance
Operating revenues:			
Passenger fares	\$ 648,447	\$ 764,206	\$ 115,759
Advertising and other revenue	83,100	93,732	10,632
Total operating revenues	731,547	857,938	126,391
Operating expenses:			
Salaries and benefits	5,739,776	5,549,510	(190,266)
Contracted services	505,538	613,670	108,132
Materials and supplies	1,745,855	1,450,198	(295,657)
Depreciation	1,981,560	1,864,147	(117,413)
Utilities	158,992	163,241	4,249
Insurance	119,115	137,233	18,118
Taxes	55,499	51,966	(3,533)
Taxi service	360,000	349,405	(10,595)
Continuing education	11,040	29,673	18,633
Advertising	22,200	17,817	(4,383)
Leases	984	984	-
Self-insurance damage claims	60,000	(8,235)	(68,235)
Other expenses	42,900	27,064	(15,836)
Total operating expenses	10,803,459	10,246,673	(556,786)
Operating loss	(10,071,912)	(9,388,735)	683,177
Nonoperating revenues:			
Investment income	21,300	447,382	426,082
Gain on sale of assets	-	7,200	7,200
Property taxes	5,900,447	5,745,836	(154,611)
Federal operating grants	3,036,900	2,845,370	(191,530)
State operating grants	843,589	843,589	-
Planning grants	51,900	53,253	1,353
Total nonoperating revenues	9,854,136	9,942,630	88,494
Income (loss) before capital grants	(217,776)	553,895	771,671
Capital grants	-	148,989	148,989
Change in net position	\$ (217,776)	702,884	\$ 920,660
Net position, beginning of year		30,700,586	
Net position, end of year		\$ 31,403,470	

TOPEKA METROPOLITAN TRANSIT AUTHORITY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2023

<u>Federal Grantor/Pass-Through Entity/Program Title</u>	<u>Federal Assistance Listing Number</u>	<u>Identifying Number</u>	<u>Award Amount</u>	<u>Total Federal Expenditures</u>
U.S. Department of Transportation:				
Passed through City of Topeka:				
Planning Grant	20.505	None	\$ 53,253	<u>\$ 53,253</u>
Federal Transit Cluster:				
Operating Assistance - FY2020	20.507	KS-2020-001	2,323,030	743,018
Operating Assistance - FY2021	20.507	KS-2021-008	2,325,096	1,730,985
Operating Assistance - FY2022	20.507	KS-2022-009	2,992,021	371,367
Passed through Kansas Department of Transportation:				
Capital Funds - 5339	20.526	PT-5339-18	1,121,574	81,381
Capital Funds - 5339	20.526	PT-5339-21	1,304,840	<u>67,608</u>
Federal Transit Cluster subtotal				<u>2,994,359</u>
Total expenditures of federal awards				<u><u>\$ 3,047,612</u></u>

See accompanying notes to schedule of expenditures
of federal awards.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2023

1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the Authority under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Authority, it is not intended to and does not present the net position, changes in net position, or cash flows of the Authority.

2 - Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

3 - Indirect Cost Rate

The Authority has not elected to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

4 - Relationship to Financial Statements

Federal awards received are reported in the Authority's financial statements as grants on the statement of revenues, expenses, and changes in net position.

5 - Difference in Presentation of Capital Assets

The accompanying schedule of expenditures of federal awards presents capital asset acquisitions as expenditures under the definition of the Uniform Guidance. The financial statements present capital asset acquisitions as assets in accordance with accounting principles generally accepted in the United States of America.

TOPEKA METROPOLITAN TRANSIT AUTHORITY
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 Year Ended June 30, 2023

Section I. Summary of Independent Auditors' Results

Financial Statements

Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	None
Significant deficiencies identified that are not considered to be material weaknesses	None reported
Noncompliance material to financial statements noted	None

Federal Awards

Type of auditors' report issued on compliance for major programs	Unmodified
Internal control over major programs:	
Material weaknesses identified	None
Significant deficiencies identified that are not considered to be material weaknesses	None reported
Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)	None

Identification of major programs:

<u>Assistance Listing Number(s)</u>	<u>Name of Federal Program</u>
20.507/20.526	Federal Transit Cluster

Dollar threshold used to distinguish between type A and type B programs	\$ 750,000
Auditee qualified as a low-risk auditee	Yes

Section II. Financial Statement Findings

None.

Section III. Federal Awards Findings and Questioned Costs

None.



Certified Public Accountants

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors
Topeka Metropolitan Transit Authority
Topeka, Kansas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the business-type activities of Topeka Metropolitan Transit Authority (the Authority), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated December 4, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BT&C, P.A.

December 4, 2023
Topeka, Kansas



Certified Public Accountants

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR THE
MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL
CONTROL OVER COMPLIANCE**

Board of Directors
Topeka Metropolitan Transit Authority
Topeka, Kansas

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Topeka Metropolitan Transit Authority's (the Authority's) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Authority's major federal program for the year ended June 30, 2023. The Authority's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2023.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Authority's federal programs.

An Independently Owned Member, RSM US Alliance

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4301 SW Huntoon St., Topeka, KS 66604 | t: 785.234.3427 | toll-free: 800.530.5526 | f: 785.233.1768 | w: btandccpa.com

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

BT&Co, P.A.

December 4, 2023
Topeka, Kansas



OMB# 3090-0330 EXP: 09/30/2026

Single audit summary

TOPEKA METROPOLITAN TRANSIT AUTHORITY UEI: FXMAJNVNL446

Report ID: 2023-06-GSAFAC-0000008546

Submission date: Dec. 5, 2023

Fiscal Year: July 1, 2022 to June 30, 2023

 **Single audit report**

Auditee

Contact Name: Robert Nugent

Contact title: General Manager

Email: rnugent@topekametro.org

Phone: 7852332011

Address: 201 N. KANSAS AVENUE

City and state: TOPEKA, KS

Zip code: 66603

Additional UEIs?  Download workbook 6
N

EIN: 480800585

Additional EINs?  Download workbook 8
N

Certifying name: Robert Nugent

Certifying title: General Manager

Auditor

Contact Name: Emily Sheldon

Contact title: Principal

Email: esheldon@btco.cpa

Phone: 7852343427

Address: 4301 SW HUNTOON STREET

City and state: TOPEKA, KS

Zip code: 66604

Secondary Auditors?  Download workbook 7
N

Summary

Federal awards:  Download workbook 6
6 1

Notes to SEFA:  Download workbook 5
5 2

Findings: 0  Download workbook 3

Findings text:  Download workbook 0
4

CAP: 0  Download workbook 5

Total federal expenditure: \$3,047,612



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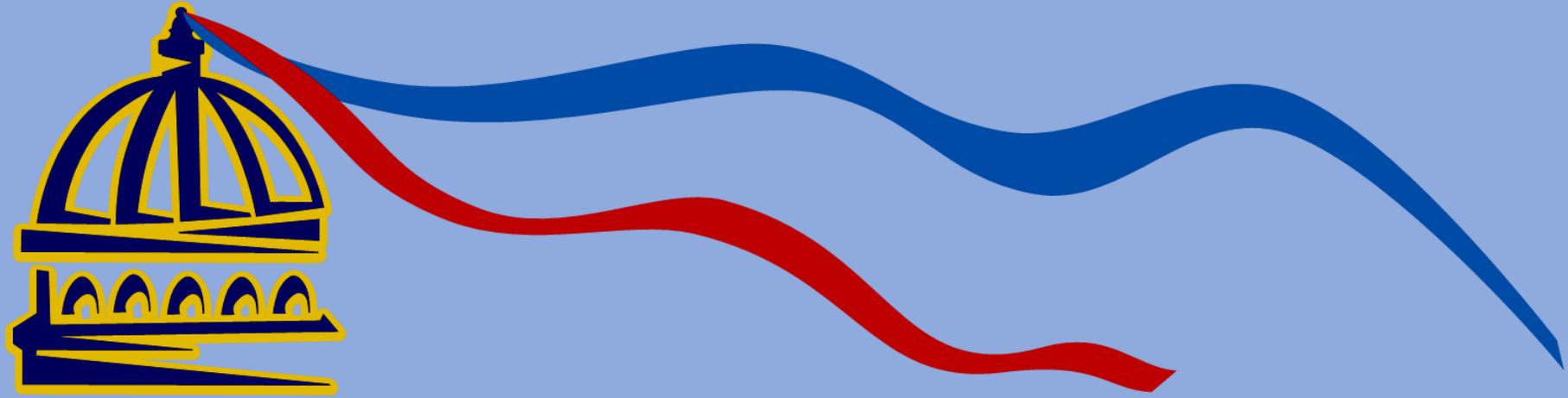
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[Submit a Freedom of Information Act \(FOIA\) request](#)

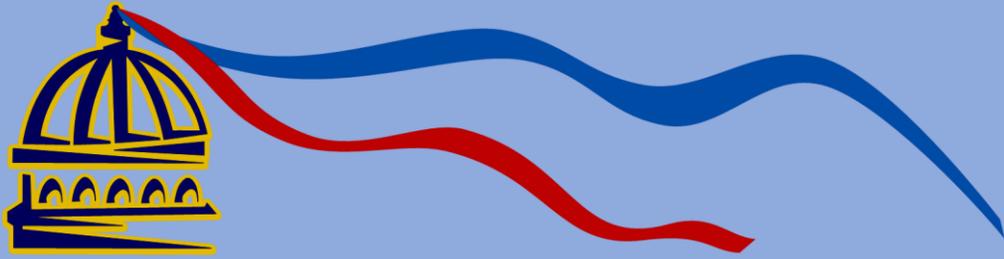
[View accessibility statement](#)

[View No FEAR Act data](#)

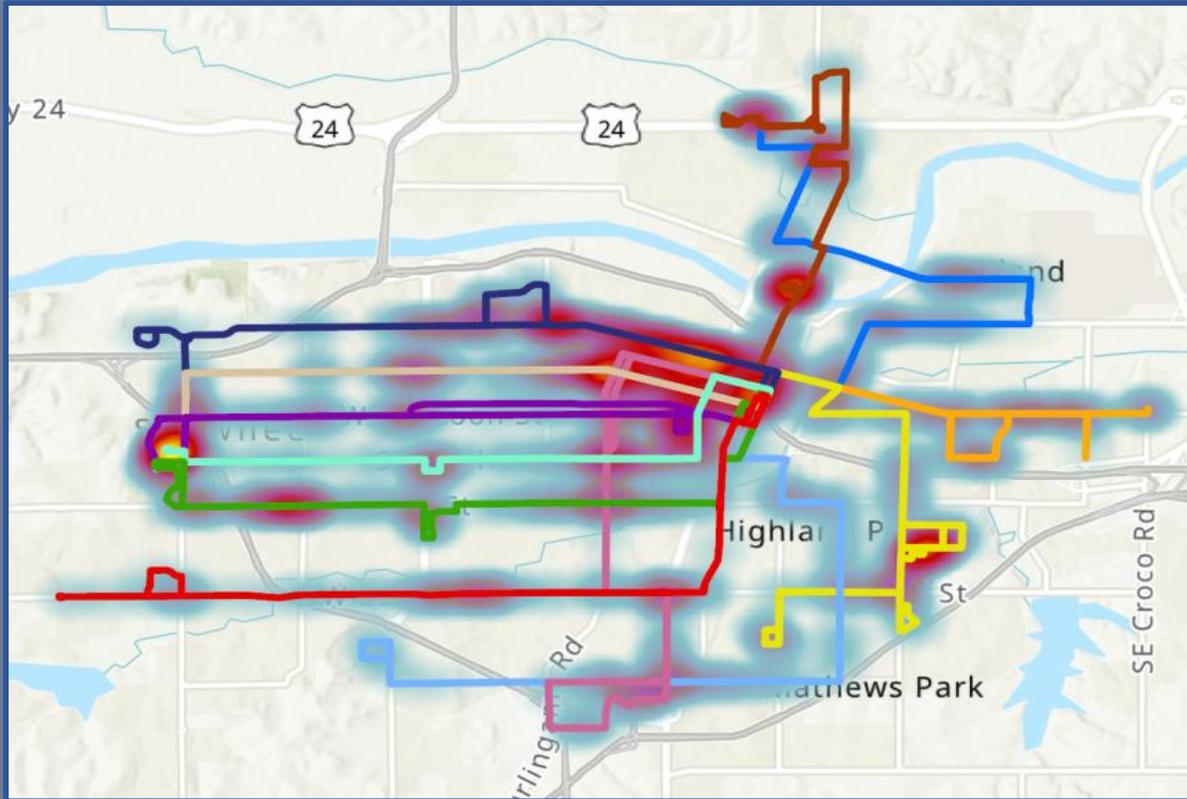
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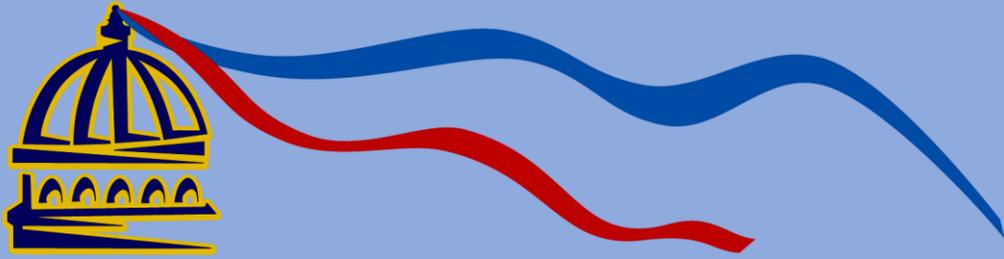
TOPEKA METRO



SERVICE ADJUSTMENTS



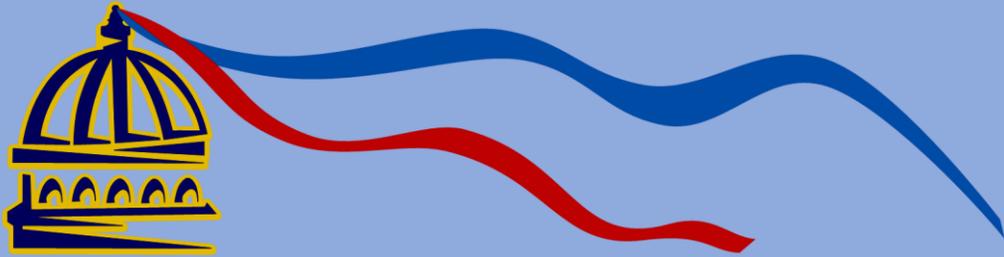
-
- Reduced service from 30-minute to 60-minute on two (2) routes.
 - Realigned one (1) route due to changes in ridership.
 - System evaluation of route timing which resulted in adjustments to several routes.
-



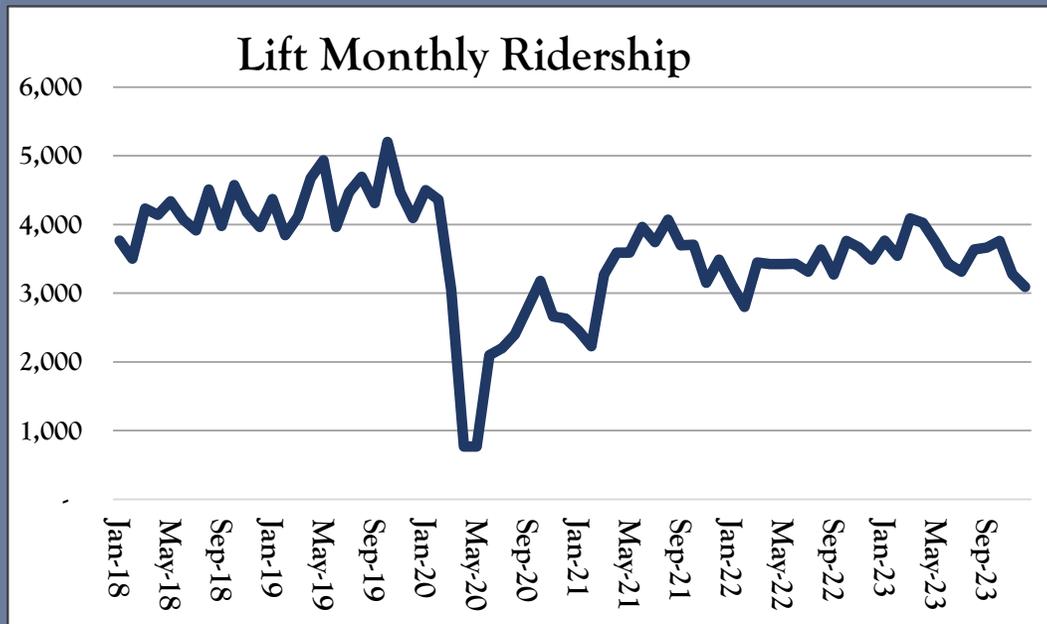
FIXED ROUTE MONTHLY RIDERSHIP



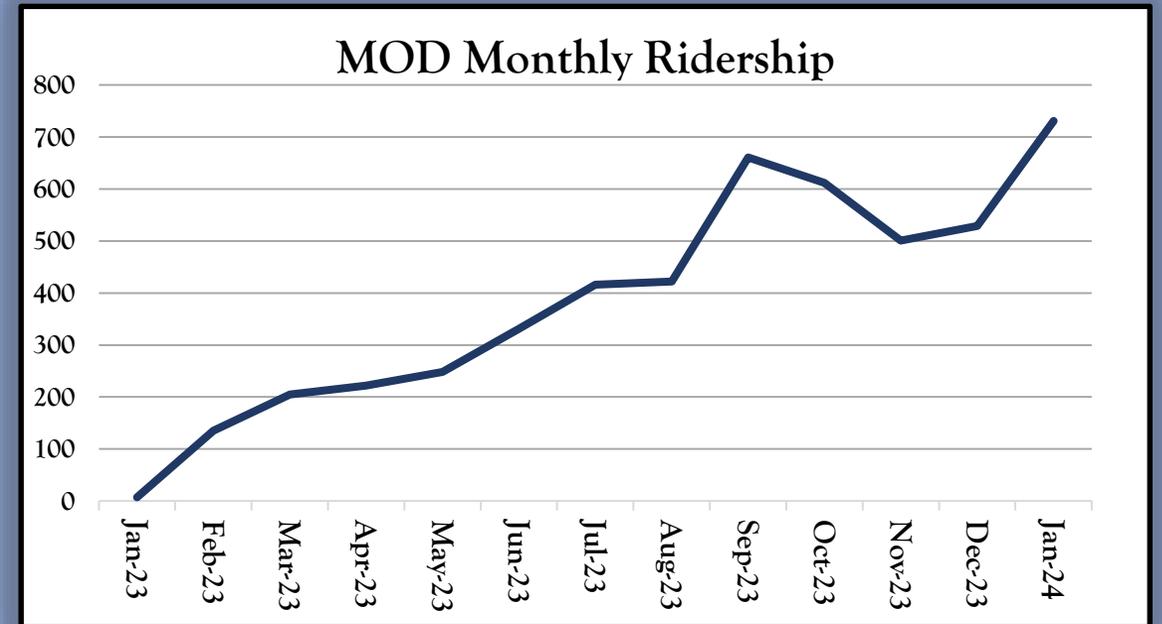
- Maintained 70% of ridership during height of COVID.
- Major changes in travel patterns.
- Ridership continues to comeback, but slow.



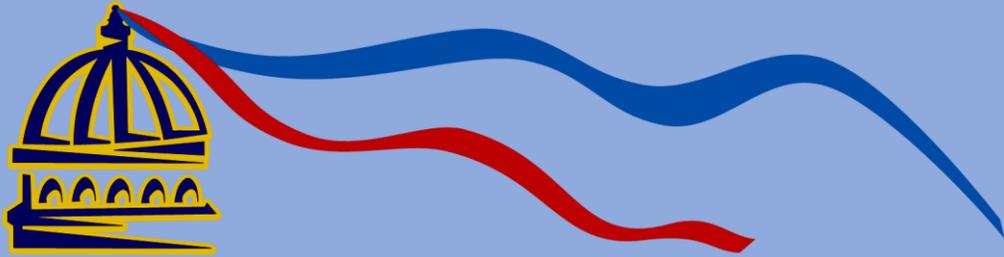
PARATRANSIT MONTHLY RIDERSHIP



- Mandated under ADA.
- Portion of service contracted out to private provider.



- Ridership continues to grow.
- Additional cost to provide service.
- Service currently under review.



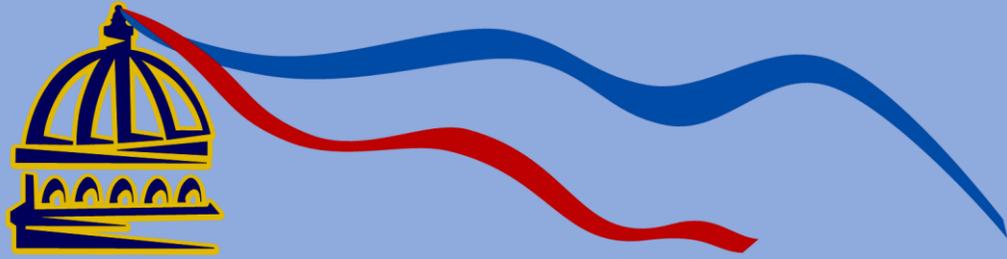
BATTERY ELECTRIC BUSES



-
- Metro awarded FTA grant for electric vehicles in 2019.
 - Contract to purchase three (3) buses.
 - Delivery projected in 2023.



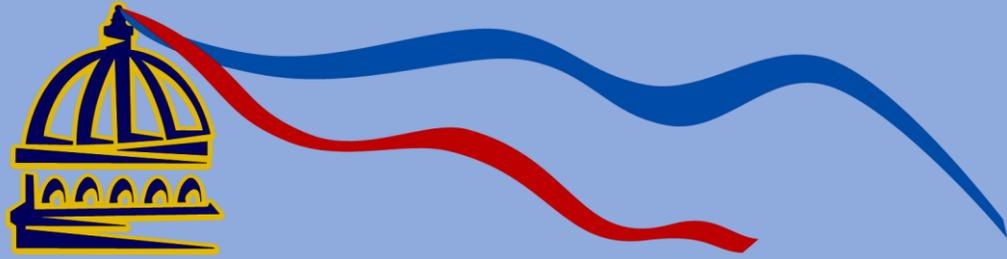
-
- Metro awarded FTA grant for electric vehicles in 2023.
 - Contract to purchase four (4) buses.
 - Delivery projected for 2026.
-



FLEET REPLACEMENT



-
- Metro awarded FTA grant for diesel vehicles in 2020.
 - Purchase nine (9) buses that were placed in service late 2023 and early 2024.
 - Twenty-four (24) vehicles remaining to between now and 2026.
-



ISSUES AND POTENTIAL ISSUES

- Employee recruitment and retention.
- Unknown future of electric bus manufacturer.
- Limitations of manufacturers for replacement vehicles.
- Aging communication systems.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Karen Hiller
SECOND PARTY/SUBJECT: Celtic Fox
CATEGORY/SUBCATEGORY: 020 Resolutions / 004 Public Improvements
CIP PROJECT: No
ACTION OF COUNCIL:

DOCUMENT #:
PROJECT #:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Councilmember Karen Hiller granting The Celtic Fox an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. (*Council District No. 1*)

(Approval would allow for live bands and amplified music and sound during the hours of 3:00 p.m. and 1:30 a.m. on June 29, 2024.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

City of Topeka Code Section 9.45.170, et seq., authorizes the City Council to grant noise exceptions. Approval grants a noise exception to the Celtic Fox for the Sunshine Reggae Festival on June 29, 2024.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The Celtic Fox is requesting the noise exception due to live bands and amplified music and sound during specified date and time.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Resolution

1 RESOLUTION NO.

2
3 A RESOLUTION introduced by Councilmember Karen Hiller granting The Celtic
4 Fox an exception to the provisions of City of Topeka Code
5 Section 9.45.150, et seq. concerning noise prohibitions.
6

7 WHEREAS, City of Topeka Code Section 9.45.150, et seq. makes it
8 unlawful for any person to make, continue or cause to be made or continued any
9 loud, unnecessary or unusual noise or any noise which either annoys, disturbs,
10 injures or endangers the comfort, repose, health or safety or others within the
11 limits of the city; and

12 WHEREAS, City of Topeka Code Section 9.45.170, et seq. authorizes the
13 Council to grant exceptions to the prohibitions of this code section upon request
14 and a showing that the proposed activity does not offend the spirit of the findings
15 of City of Topeka Code Section 9.45.150, et seq.; and

16 WHEREAS, The Celtic Fox has requested that they be granted an
17 exception to the provisions of City of Topeka Code Section 9.45.150, et seq. for
18 the purposes, dates and times described herein, and

19 WHEREAS, upon review of the application of The Celtic Fox the
20 Governing Body of the City of Topeka does hereby find that the requested
21 activity does not offend the spirit of the findings of City of Topeka Code Section
22 9.45.150, et seq.

23 NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the
24 City of Topeka that The Celtic Fox is hereby granted an exception from the
25 provisions of City of Topeka Code Section 9.45.150, et seq. for the Sunshine

26 Reggae Roots Festival located on 8th Street between Kansas Avenue and
27 Jackson Street during the hours of 3:00 p.m. and 1:30 a.m. on June 29, 2024.

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29 ADOPTED and APPROVED by the Governing Body_____.

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31 CITY OF TOPEKA, KANSAS

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ATTEST:

Michael A. Padilla, Mayor

Brenda Younger, City Clerk

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

Description

Resolution

1 RESOLUTION NO.

2
3 A RESOLUTION introduced by Councilmember Karen Hiller granting The Celtic
4 Fox an exception to the provisions of City of Topeka Code
5 Section 9.45.150, et seq. concerning noise prohibitions.
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8 unlawful for any person to make, continue or cause to be made or continued any
9 loud, unnecessary or unusual noise or any noise which either annoys, disturbs,
10 injures or endangers the comfort, repose, health or safety or others within the
11 limits of the city; and

12 WHEREAS, City of Topeka Code Section 9.45.170, et seq. authorizes the
13 City Council to grant exceptions to the prohibitions of this code section upon
14 request and a showing that the proposed activity does not offend the spirit of the
15 findings of City of Topeka Code Section 9.45.150, et seq.; and

16 WHEREAS, The Celtic Fox has requested that they be granted an
17 exception to the provisions of City of Topeka Code Section 9.45.150, et seq. for
18 the purposes, dates and times described herein, and

19 WHEREAS, upon review of the application of The Celtic Fox the
20 Governing Body of the City of Topeka does hereby find that the requested
21 activity does not offend the spirit of the findings of City of Topeka Code Section
22 9.45.150, et seq.

23 NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the
24 City of Topeka The Celtic Fox is hereby granted an exception from the provisions
25 of City of Topeka Code Section 9.45.150, et seq. for their Saturday Summer
26 Concert Series located on SW 8th Street between Kansas Avenue and Jackson

27 Street during the hours of 5:00 p.m. and 1:00 am on July 13 and August 10,
28 2024.

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30 ADOPTED and APPROVED by the Governing Body_____.

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32 CITY OF TOPEKA, KANSAS

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Michael A. Padilla, Mayor

37 ATTEST:

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Brenda Younger, City Clerk

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evaluations staff recommend entering into an agreement for services as specified with the most qualified firm for this particular services with Kansas Legal Services, Inc.

BUDGETARY IMPACT:

\$84,137

SOURCE OF FUNDING:

2024 Adopted Budget General Fund Non-Departmental Housing Services

ATTACHMENTS:

Description

Contract

Event 2917 Preview

Event 2917 Program Administration Services for Eviction Defense

Kansas Legal Services Proposal Event 2917 KLS

CITY OF TOPEKA CONTRACT NO. _____

THIS CONTRACT is entered into on _____, between the City of Topeka, Kansas (“City”) and Kansas Legal Services, Inc. (“KLS”) regarding a pilot Eviction Defense Program (“Program”).

WHEREAS, the City of Topeka adopted Topeka Municipal Code Chapter 9.25 relating to Fair Housing Practices within the City; and

WHEREAS, the City is in need of a not-for-profit service agency and/or a legal clinic or firm to administer an eviction defense program; and

WHEREAS, KLS submitted an acceptable proposal to the City to administer the Program; and

WHEREAS, the City wishes to utilize KLS’s expertise to administer the Program.

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS THE PARTIES HERETO DO AGREE AS FOLLOWS:

Section 1. Purpose of Funds. The funds provided by the City shall be used in representing Citizens of the City in administering the Program.

Section 2. Scope of Work. The main objective of the Program is to provide a variety of free housing legal services to eligible tenants who live in the City of Topeka. The Program is designed to assist participants in stabilizing their current housing, facilitating access to appropriate housing, and preventing homelessness based on the City’s Changing the Culture of Property Maintenance Initiative, especially when dealing with substandard living conditions.

Section 3. Term. The Contract shall commence upon execution of this Contract and will terminate after the period of one year. The parties have the option to renew for two additional one-year periods.

Section 4. Costs. The City agrees to compensate KLS for its anticipated costs in Exhibit A for a total not to exceed eighty-four thousand and one hundred and thirty-seven dollar (\$84,137.00).

Section 5. KLS Responsibilities.

1. Provide resource navigation services to households seeking legal assistance.
2. Conduct targeted outreach to households identified as having a need for housing legal services.
3. Determine recipient eligibility (both income and circumstances) based on the submitted documentation.
4. Collect and report data on what other services in the community the household is using for rent assistance at the time of needing legal services and in the previous twelve (12) months.
5. Determine the package of assistance and services that are appropriate for the household's circumstances.
6. Submit reimbursement forms to the City for payments, not more than monthly.
7. Provide supportive services to households, as appropriate.
8. Monitor household success, including housing stability. For one-time and/or longer-term assistance, make at least three contacts at one month, three months, and six months post assistance.
9. Terminate support when it is no longer needed or when the household is no longer meeting program participation requirements.

10. Coordinate regular meetings and touch points with all program administrators, coordinators, and City Staff to ensure the program's efficiency and effectiveness.

11. Maintain files documenting recipient eligibility, including income, funding received, services received, and termination from the Program, including but not limited to the required documentation as follows:

a. The number of individuals who received legal representation disaggregated by the following characteristics of such individuals:

- i. Postal code of residence;
- ii. Age of head of household;
- iii. Household size;
- iv. Racial and ethnic identity;
- v. Gender and sex identity;
- vi. Estimated length of tenancy;
- vii. Approximate household income;
- viii. Tenancy in rent-regulated housing;
- ix. Survey results indicating satisfaction of representation service and process; and
- x. Postal code of residence post-hearing.

b. Outcomes immediately following the provision of full legal representation, as applicable and available including, but not limited to:

- i. The number of case dispositions where a case was dismissed or was otherwise decided substantially in favor of the tenant;

- ii. The number of case dispositions where judgment for possession in favor of property owner was entered;
- iii. The number of case dispositions where a stipulation agreement, or other similar agreement, was made preventing the entry of judgment for a possession;
- iv. The number of case dispositions where a stipulation agreement, or other similar agreement, was made providing a tenant with an opportunity to vacate a judgment for possession at a later date;
- v. The number of case dispositions where a tenant was required to vacate a residence but was provided additional time to vacate and, in such cases, the amount of additional time provided to such tenants;
- vi. The number of case dispositions that otherwise resulted in a tenant vacating a residence prior to the end of their lease term;
- vii. Instances where an attorney was discharged or withdrew; and
- viii. Order for possession filed in county court, writs of restitution issued in county court in forcible entry and detainer proceedings, and residential evictions conducted by the county sheriff.

12. Provide monitoring reports to the City's eviction defense program coordinator on a monthly basis.

Section 6. City Responsibilities.

1. Review reimbursement forms submitted by KLS and process payments not to exceed a total of eighty-four thousand and one hundred and thirty-seven dollar (\$84,137.00).

2. Review monthly monitoring reports to ensure the Program is being utilized adequately by the citizens in need.

3. Provide readily accessible cards, literature, brochures or other forms of information about the program for those in need.

4. Prosecute any unlawful acts as defined in Topeka Municipal Code Chapter 9.25 Fair Housing Practices.

Section 7. Terms Herein Controlling Provisions. It is expressly agreed that the terms of each and every provision in this Contract shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of this Contract or Exhibits.

Section 8. Agreement with Kansas Law. This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas.

Section 9. Termination Due to Lack of Funding. If, in the judgment of the City Manager, sufficient funds will not be available to continue the functions performed in this Contract and for the payment of the charges hereunder, City may terminate this Contract at the end of its current and any succeeding fiscal year. City agrees to give written notice of termination to KLS at least 30 days prior to the end of its current fiscal year. KLS shall have the right, at the end of such fiscal year, to take possession of any equipment provided City under the Contract. City will pay to KLS all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the

return of any such equipment. Upon termination of the Contract by City, title to any such equipment shall revert to KLS at the end of City's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the City or KLS.

Section 10. Termination for Convenience. The Director of Contracts & Procurement or designee may terminate performance of work under this Contract in whole or in part whenever the Director determines that the termination is in the best interest of the City. In the event of termination, the Director or designee shall provide KLS written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. KLS shall continue to perform any part of the work that may not have been terminated by the notice.

Section 11. Disclaimer of Liability. No provision of this Contract will be given effect that attempts to require the City to defend, hold harmless, or indemnify any contractor or third party for the City's acts or omissions. The City's liability is limited to the liability established in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

Section 12. Anti-Discrimination Clause. KLS agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer," and (c) to include those provisions in every subcontract or purchase order so that they

are binding upon such subcontractor or vendor. KLS understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of the Contract, and the Contract may be cancelled, terminated or suspended, in whole or in part by the City.

Section 13. Acceptance of Contract. This Contract shall not become effective until the legally required approvals have been given.

Section 14. Arbitration, Damages, Warranties. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof subject to binding arbitration. Further, the City shall not be subject to attorney fees and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

Section 15. Representative's Authority to Contract. By signing this Contract, the representative of KLS thereby represents that such person is duly authorized by KLS to execute this Contract on behalf of KLS and that KLS agrees to be bound by the provisions thereof.

Section 16. Responsibility for Taxes. The City shall not be responsible for, nor indemnify KLS for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this Contract.

Section 17. Insurance. The City shall not be required to purchase any insurance against loss or damage to any personal property to which this Contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the City (Section 3.35.010 et seq.), KLS shall bear the risk of

any loss or damage to any personal property in which KLS holds title.

Section 18. Insurance Requirements.

1. Workers Compensation. KLS, when required by law must maintain in effect throughout the life of this Contract, Workers Compensation insurance to cover KLS's employees, in full limits as required by statute.

2. Insurance Responsibility & Liability. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any of its departments, officers or employees responsible for loss or damage to persons or property as a result of KLS's actions.

3. KLS Shall Maintain Minimum Coverage as Follows: Commercial General Liability: Per Occurrence \$1,000,000 General Aggregate \$2,000,000 Products & Completed Operations Coverage Aggregate \$2,000,000 Property Damage per occurrence \$100,000 Automobile Liability Combined Single Limit for Bodily Injury and Property Damage Aggregate \$500,000 Professional Liability (Errors and Omissions) Provide separate "claims made" form Per Claim \$1,000,000 General Aggregate \$2,000,000.

4. Certificates of Insurance: Certificates of Insurance should be issued immediately after KLS received notification of award and prior to the notice to proceed. KLS must not commence any work under this Contract until Purchase Orders are issued by the City.

5. Named Insured. The City of Topeka shall be named as an additional insured party on the Certificate of Liability Insurance.

6. Notification of Alteration or Material Change or Cancellation. A minimum of ten (10) days written notification must be given by an insurer or any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Contract.

Section 19. Notification. Any and all notification regarding this Contract shall be sent to:

City of Topeka
Contracts & Procurement Division
215 SE 7th Street, Room 60
Topeka, KS 66603

Brynn Blair, Managing Attorney
Kansas Legal Services – Topeka
712 South Kansas Ave. Suite 201
Topeka, KS 66603

Section 20. Independent Contractor. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. KLS shall at all times remain an “independent contractor” with respect to the services funded by the Contract.

Section 21. Entire Agreement. This agreement constitutes the entire agreement between the City and KLS for the use of funds received pursuant to this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the KLS.

Section 22. Execution in Counterparts. This Contract may be signed by faxed or electronic signature, which shall be deemed to be an original signature. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, City and KLS have executed this contract as of the date first above written.

CITY OF TOPEKA, KANSAS

Richard U. Nienstedt, Interim City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY BY CITY ATTORNEY'S OFFICE DATE _____ BY _____
--

Brenda Younger, City Clerk

KANSAS LEGAL SERVICES

Matthew D. Keenan, Executive Director



CITY OF TOPEKA

Contracts & Procurement Division
City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603

procurement@topeka.org
Tel: 785-368-3749
Fax: 785-368-4499

PROGRAM ADMINISTRATION SERVICES FOR EVICTION DEFENSE

DESCRIPTION	ONE YEAR COST	COMMENTS
Personnel hourly (if needed attorney)	\$ 44,275	Half time attorney salary and fringe benefits
Personnel hourly (if needed paralegal)	\$ 24,035	Half time paralegal salary and fringe benefits
Travel	\$ 0	Travel within Topeka and therefore unnecessary
Equipment	\$ 1,589	Computer for staff, portable printer, and equipment rental
Supplies	\$ 446	Office supplies, postage, and printing
Litigation Expenses	\$ 1,000	Filing fees, KBI background checks, and other misc. fees
Other Expenses	\$ 5,916	Communications, space rental, library/technical literature, insurance, and training
Indirect Costs	\$ 6,876	10% MTDC Rate
TOTAL (sum of rows above)	\$ 84,137	Total costs for 1 year



CITY OF TOPEKA

Event # 2917-0

Name: Program Administration Services Eviction Defense

Reference: Program Administration Services

Description: The purpose of this Request for Proposals is to solicit not-for-profit service agencies and/or legal clinics or firms to administer eviction defense program services. The City is seeking a qualified firm to administer the program from the application completion stage to the settlement and closure of each case.

Buyer: Leigha Boling

Status: Open

Event Type: RFP

Currency: USD

Category: PROFESSIONAL SERVICES

Sub Category: OTHER

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Event Dates

Preview:

Q & A Open: 01/02/2024 08:38:00 AM

Open: 01/02/2024 08:37:00 AM

Q & A Close: 01/22/2024 05:00:00 PM

Close: 01/31/2024 02:00:00 PM

Dispute Close:

Terms And Conditions

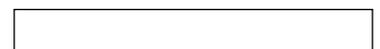
General

General

Read all terms and conditions before registering or responding to a bid event.

Thank you for your interest in registering online to do business with the City of Topeka. All data in this website is subject to the Statutes of the State of Kansas and ordinances contained in the Topeka Municipal Code. The City of Topeka shall not be held liable or legally bound by any software limitations or defect. The City of Topeka operates under and is subject to the Central Time Zone (CST or CDT).

The City of Topeka strives to include as many suppliers to enhance the competitive sealed bidding process. The City is unable to include every supplier in all events that they may be able to quote on. Registration on this site does not guarantee your organization notification of every bidding opportunity.



Event # 2917-0: Program Administration Services Eviction Defense

Disclaimer

The City of Topeka attempts to maintain continuous access to the supplier portal. However, from time to time, access may be interrupted or prevented due to maintenance, site problems, Internet problems, or problems experienced by the user due to the user's computer system. The City makes no warranties that the supplier portal will be uninterrupted or error-free. Regardless of the source of any problem, it is the user's responsibility to ensure that its bid is timely received. Because of the discrepancies inherent in timing mechanisms (e.g. cell phone, computers, mobile devices), the bid time will be determined based upon the time indicated on the City server for the Strategic Sourcing application. If the user does not submit its bid at or before the time indicated on the City server for the Strategic Sourcing application, the bid will be electronically rejected by the Strategic Sourcing application as untimely.

The City shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the supplier portal; (ii) unauthorized access to or alteration of the user's transmissions or data; or (iii) any other matter relating to the supplier portal.

It shall be the bidder's responsibility to advise the City of Topeka of any specifications, language, other requirements or any combinations thereof, which restricts or limits bidding. Such notification must be submitted in writing and must be received by the Contracts and Procurement Division no later than five (5) days prior to the bid closing. The specifications were written with the intent of permitting competitive bidding. The City of Topeka reserves the right to waive minor deviations in the specifications which inadvertently restrict bidding to a single manufacturer (or vendor) or when such deviations do not alter nor deter the City from accomplishing the intended use or function. Each bid shall include descriptive literature and specifications on the product bid. However, the providing of this material shall not be considered a substitute for listing deviations.

Amendments to Bids: To ensure maximum access opportunities for users, events/solicitations shall typically be posted for a minimum of ten (10) days and no amendments shall typically be made within the last three days before the event/solicitation is due. Bidders/vendors are cautioned that the competitive nature of their offers could be affected if their submission does not include all amendments. For this reason bidders/vendors are advised to revisit all solicitations to which they intend to respond three (3) days prior to the due date. It is the bidder's/vendor's responsibility to check the website from time to time for updates to events/solicitations and to pick up additional addenda and information.

All bids shall be considered firm for a period of forty-five (45) calendar days from the bid opening date unless otherwise stated in the bid specification document(s).

If bidders have a concern about bid specifications, or any term or condition that they believe restricts competition, bidders must contact, in writing, the Procurement Buyer assigned, no later than five (5) days prior to bid closing. Upon receipt, the Procurement Buyer will research the issue and provide a response within five (5) days. Failure to submit a question or concern within the five (5) day period will waive any right the bidder may have to challenge the bid letting or a bid award.

Standard Terms and Conditions

Contractual Provision

City of Topeka
Department of Administrative and Financial Services
Contracts and Procurement Division (Rev 06.2021)

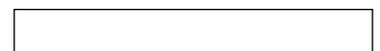
CONTRACTUAL PROVISIONS

1. TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this Attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.



Event # 2917-0: Program Administration Services Eviction Defense

3. TERMINATION DUE TO LACK OF FUNDING

If, in the judgment of the City Manager, sufficient funds will not be available to continue the functions performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of its current and any succeeding fiscal year. City agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided City under the contract. City will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by City, title to any such equipment shall revert to contractor at the end of City's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

4. TERMINATION FOR CONVENIENCE

The Director of Contracts & Procurement or designee may terminate performance of work under this contract in whole or in part whenever the Director determines that the termination is in the best interest of the City. In the event of termination, the Director or designee shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may not have been terminated by the notice.

5. DISCLAIMER OF LIABILITY

No provision of this contract will be given effect that attempts to require the City to defend, hold harmless, or indemnify any contractor or third party for the City's acts or omissions. The City's liability is limited to the liability established in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

6. ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The contractor understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by the City of Topeka.

7. ACCEPTANCE OF CONTRACT

This contract shall not become effective until the legally required approvals have been given.

8. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof subject to binding arbitration. Further, the City of Topeka shall not be subject to attorney fees and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

9. REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

10. RESPONSIBILITY FOR TAXES

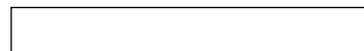
The City of Topeka shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

11. INSURANCE

The City of Topeka shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the City of Topeka (Section 3.35.010 et seq.), the contractor shall bear the risk of any loss or damage to any personal property in which the contractor holds title.

CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____



Event # 2917-0: Program Administration Services Eviction Defense

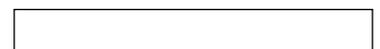
Terms and Conditions

STANDARD TERMS AND CONDITIONS

Qualification Based Selection (RFP, RFQ, etc.)

Includes Architectural, Engineering, and Appraisal Services for Public Buildings and Improvements

1. READ ALL STANDARD TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS AND THE SCOPE OF WORK CAREFULLY. Failure to abide by all the conditions of this request may result in the rejection of a proposal. Inquiries about this request must be addressed during the open question and answer period. Proposals including attachments (proposal, drawings, photographs, etc.) shall be submitted through the City's online bidding portal.
2. SINGLE POINT OF CONTACT: The single point of contact for all inquiries, questions, or requests shall be the City of Topeka Contracts and Procurement Buyer or their designee initiating this solicitation. All communications shall be directed to the Buyer. No communication is to be had with any other City employee or representative while the bidding event is open and until a contract and/or purchase order is awarded and issued. Bidders may have contact with other City employees or representatives during negotiations, contract signing, or as otherwise specified in the solicitation documentation.
3. NEGOTIATED PROCUREMENT: The City reserves the right to negotiate with the selected bidder of this solicitation. The final evaluation and award is made by the Procurement Negotiating Committee (Committee), which consists of the Department Director of the originating department, the Director of Administrative and Financial Services, the Director of Contracts and Procurement, or their designees. (For architectural, engineering and appraisal services, the City Engineer or designee will take the place of the Director of Contracts and Procurement or designee.)
4. APPEARANCE BEFORE COMMITTEE: Bidders may be required to appear before the Committee to explain their understanding and approach. The Committee may request additional information. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered as part of the bidder's best and final offer. No additional revisions shall be made after the specified cut-off time unless requested by the Committee.
5. QUESTIONS & ADDENDA: All questions shall be submitted during the open questions period section of the City's online bidding portal. It shall be the bidder's responsibility to monitor the City's bidding portal for answers to questions and any addenda issued that may alter or change the scope of the solicitation. Any and all binding modifications to the solicitation shall be made by addendum.
6. PRE-PROPOSAL CONFERENCE: If so noted, all Pre-Proposal Conferences will be scheduled and information posted on the Meetings section in the solicitation. Attendance is typically not mandatory, but is strongly encouraged. At the Pre-Proposal Conference impromptu questions will be permitted and spontaneous unofficial answers will be provided when possible. However, bidders should clearly understand that the only official answer or position of the City will be by written and issued by addendum.
7. COST OF PREPARING PROPOSAL: The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating the contract, and other costs associated with the solicitation.
8. EVALUATION OF PROPOSALS: Award shall be made through the qualification based selection process. Consideration and evaluation of such proposals will include but not be limited to:
 - Adequacy and completeness of proposal;
 - Compliance with the terms and conditions of the request;
 - Experience in providing like services or products;
 - Qualified staff;
 - Methodology in accomplishing objectives;
 - Response format as required by this request;
 - Price; and
 - Any other requirements specific to the service or product as outlined by the City of Topeka.
9. ACCEPTANCE OR REJECTION: The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify criteria in the solicitation; and unless otherwise specified, to accept any item in a proposal.
10. CONTRACT: The successful bidder may be required to enter into a written contract with the City, which will incorporate the Contractual Provisions Attachment and Contractor's Statement of Agreement. No contract shall be considered to have been entered into by the City unless executed by the City Manager and the vendor. Professional service contracts exceeding fifty thousand dollars (50,000) must be approved by the Governing Body prior to being executed by the City Manager.
11. CONTRACT DOCUMENTS: In the event of a conflict in terms of language among the documents, the following order shall govern:
 - Contractual Provisions Attachment and Contractor's Statement of Agreement, if incorporated in the Contract;
 - Written modifications to the executed contract;
 - Written contract signed by the parties;
12. OPEN RECORDS ACT: All proposals become the property of the City of Topeka. Kansas law requires all information contained in proposals to become open for public review (with certain exceptions available under the Act) once a contract is signed or all



Event # 2917-0: Program Administration Services Eviction Defense

proposals rejected.

13. FEDERAL, STATE AND LOCAL TAXES – GOVERNMENTAL ENTITY: Unless otherwise specified, the price as negotiated shall include all applicable federal, state, and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this solicitation. The City of Topeka is exempt from state sales or use taxes, and federal excise taxes. These taxes shall not be included in the bidder's price quotations.

14. SUSPENSION FROM BIDDING: Any vendor who defaults on delivery as defined in this solicitation may, at the discretion of the Director of Contracts and Procurement, be barred from bidding or receiving an award on any subsequent solicitation for a period of time to be determined by the City.

15. INSURANCE: The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a self-insurance fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

16. CASH BASIS AND BUDGET LAWS: All contracts are subject to the State of Kansas Cash Basis and Budget laws. [K.S.A. 10-1101; 79-2925 et seq.] Any obligation incurred as a result of the issuance of the contract or purchase order binds the City only to the extent that funds are available at the time payment is required.

City Legal Approval February 8, 2022

RFP Special Provisions

SPECIAL PROVISIONS

Proposal Format: The following information shall be part of the technical proposal: Vendors are instructed to prepare their Technical Proposal following the same sequence as this section of the Request For Proposal.

(1) Transmittal letter which includes the following statements:

(a) That the vendor is the prime contractor and identifying all subcontractors

(b) That the vendor is a corporation or other legal entity

(c) That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal

(d) That the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability

(e) That no cost or pricing information has been included in the transmittal letter or the Technical Proposal. Pricing information, if requested, shall be uploaded as separately named electronic file.

(f) That the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict

(g) That the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;

(h) Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the City and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the City

(i) Vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in City payments to contractor and

(j) That the vendor has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

Vendor's Qualifications: The vendor must include a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following:

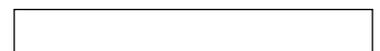
(a) Date established

(b) Ownership (public, partnership, subsidiary, etc.)

(c) Number of personnel, full and part time, assigned to this project by function and job title

(d) Data processing resources and the extent they are dedicated to other matters

(e) Location of the project within the vendor's organization



Event # 2917-0: Program Administration Services Eviction Defense

(f) Relationship of the project and other lines of business and
(g) Organizational chart

The contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

A description of the vendor's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.

A timeline for implementing services.

Payment: To be negotiated.

Insurance Req with Errors and Omissions Coverage

INSURANCE REQUIREMENTS

WORKERS COMPENSATION: Contractor's, when required by law must maintain in effect throughout the life of this contract, Workers Compensation insurance to cover the contractor's employees, in full limits as required by statute.

INSURANCE RESPONSIBILITY & LIABILITY: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any of its departments, officers or employees responsible for loss or damage to persons or property as a result of the contractor's actions.

CONTRACTOR SHALL MAINTAIN MINIMUM COVERAGE AS FOLLOWS:

Commercial General Liability:
Per Occurrence \$1,000,000
General Aggregate \$2,000,000
Products & Completed Operations Coverage Aggregate \$2,000,000
Property Damage per occurrence \$100,000

Automobile Liability
Combined Single Limit for Bodily Injury and Property Damage Aggregate \$500,000

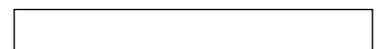
Professional Liability (Errors and Omissions)
Provide separate "claims made" form
Per Claim \$1,000,000
General Aggregate \$2,000,000

CERTIFICATES OF INSURANCE: Certificates of Insurance should be issued immediately after the Contractor received notification of award and prior to the notice to proceed. The Contractor must not commence any work under this Contract until Purchase Orders are issued by the City of Topeka.

NAMED INSURED: The City of Topeka shall be named as an additional insured party on the Certificate of Liability Insurance.

NOTIFICATION OF ALTERATION OR MATERIAL CHANGE OR CANCELLATION: A minimum of ten (10) days written notification must be given by an insurer or any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Contract. Such required notification must be sent via Registered or Certified Mail to the address below:

City of Topeka
Contracts & Procurement Division
215 SE 7th Street, Room 60
Topeka, KS 66603



Event # 2917-0: Program Administration Services Eviction Defense

Attachments

Attachment

Event 2917 Program Administration Services for Eviction Defense.pdf

Event 2917 Fillable Pricing Proposal Program Administration Services for Eviction Defense.pdf

Commodity Codes

Commodity Code	Description
918	CONSULTING SERVICES
946	FINANCIAL SERVICES
952	HUMAN SERVICES
961	MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)
962	MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)

Line Details

Line 1: EVICTION DEFENSE

Description: Enter 1.000 in each field for quantity and price. Upload your documents and separate pricing proposal. Bidders must click submit to submit their bid. Do not enter any price in bid response fields.

Item: LEGAL PROFESSIONAL SERVICES EVICTION DEFENSE

Commodity Code: 918 CONSULTING SERVICES

Quantity: 1.000 **UOM:** EA

Requested Delivery Date: 12/31/2024

Require Response: Yes

Price Breaks Allowed: No

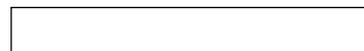
Alternate Items Allowed: No

Add On Charges Allowed: No

Line 1 Distributions

Event # 2917-0: Program Administration Services Eviction Defense

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	1010909105	52200	100.000%





CITY OF TOPEKA

Contracts & Procurement Division
City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603

procurement@topeka.org
Tel: 785-368-3749
Fax: 785-368-4499

PROGRAM ADMINISTRATION SERVICES FOR EVICTION DEFENSE

Request for Proposals (RFP)

I. INTRODUCTION

The purpose of this Request for Proposals is to solicit not-for-profit service agencies and/or legal clinics or firms to administer eviction defense program services. The City is seeking a qualified firm to administer the program from the application completion stage to the settlement and closure of each case. The RFP award will result in a one-year contract between the City and the most qualified firm, with the option to renew for two additional one-year periods. The City will have the option to extend the awarded contract to cover future budget allocation years and/or other funding sources that may become available to the City.

II. SCOPE OF WORK

The main objective of the eviction defense program is to provide a variety of free housing legal services to eligible tenants who live in the City of Topeka. The program is designed to assist participants in stabilizing their current housing, facilitating access to appropriate housing, and preventing homelessness based on the City's Changing the Culture of Property Maintenance Initiative, especially when dealing with substandard living conditions. Retaliatory eviction cases are difficult for a tenant to prove without the assistance of a lawyer. Legal assistance would allow more people to stay in their homes and would help to improve the condition of units around the City by protecting people who defend their right to a clean, safe, and sanitary dwelling. The program provides legal eviction prevention services, including legal consultation and representation for eviction defense, as well as landlord-tenant mediation services.

Program Administrator Responsibilities

- a. Provide resource navigation services to households seeking legal assistance.
- b. Conduct targeted outreach to households identified as having a need for housing legal services.
- c. Determine recipient eligibility (both income and circumstances) based on the submitted documentation.
- d. Determine the package of assistance and services that are appropriate for the household's circumstances.
- e. Submit reimbursement forms to the City for payments, not more than monthly.
- f. Provide supportive services to households, as appropriate.
- g. Monitor household success, including housing stability. For one-time and/or longer-term assistance, make at least three contacts at one month, three months, and six months post assistance.
- h. Terminate support when it is no longer needed or when the household is no longer meeting program participation requirements.
- i. Coordinate regular meetings and touch points with all program administrators, coordinators and City staff to ensure the program's efficiency and effectiveness.

- j. Maintain files documenting recipient eligibility, including income, funding received, services received, and termination from the program, including but not limited to the required documentation as follows:
 1. The number of individuals who received legal representation disaggregated by the following characteristics of such individuals:
 - a. postal code of residence;
 - b. age of head of household;
 - c. household size;
 - d. racial and ethnic identity;
 - e. gender and sex identity;
 - f. estimated length of tenancy;
 - g. approximate household income;
 - h. tenancy in rent-regulated housing;
 - i. survey results indicating satisfaction of representation service and process; and
 - j. postal code of residence post-hearing.
 2. Outcomes immediately following the provision of full legal representation, as applicable and available, including, but not limited to:
 - a. the number of case dispositions where a case was dismissed or was otherwise decided substantially in favor of the tenant;
 - b. the number of case dispositions where judgment for possession in favor of property owner was entered;
 - c. the number of case dispositions where a stipulation agreement, or other similar agreement, was made preventing the entry of judgment for a possession;
 - d. the number of case dispositions where a stipulation agreement, or other similar agreement, was made providing a tenant with an opportunity to vacate a judgment for possession at a later date;
 - e. the number of case dispositions where a tenant was required to vacate a residence but was provided additional time to vacate and, in such cases, the amount of additional time provided to such tenants;
 - f. the number of case dispositions that otherwise resulted in a tenant vacating a residence prior to the end of their lease term;
 - g. instances where an attorney was discharged or withdrew; and
 - h. orders for possession filed in county court, writs of restitution issued in county court in forcible entry and detainer proceedings, and residential evictions conducted by the county sheriff.
- k. Provide monitoring reports to the City's eviction defense program coordinator on a monthly basis.

Program Administrator Compensation

Program delivery funds may be provided to the selected firm or nonprofit for reasonable and necessary program delivery expenses, including program delivery expenses such as an allocation for staff time.

- a. Program delivery funds must not exceed 10% of the total contract that the program administrator has with the City and must be clearly documented.
- b. Program delivery funds may be budgeted annually and paid on a monthly basis.
- c. For eviction-related legal services, the program administrator must provide hourly rates for legal services and an estimate as to the number of hours per client.

The selected program administrator must request payments on the proper City form, duly signed and approved by the City, for a specified dollar amount. The payment request must include information about the household or recipient helped (including income information). The City will only reimburse

the program administrator for approved costs incurred. The program administrator may expect to be reimbursed within 30 days upon the submission of the appropriate City forms and the approval of the City's eviction defense program coordinator.

III. PROPOSAL FORMAT

All information submitted becomes the property of the City of Topeka. Proposals received after the time indicated in this request will not be considered. The proposal shall include the following:

- a. Similar experience for other municipalities or comparable industries.
- b. Qualifications, availability, and accessibility of personnel.
- c. Information demonstrating a familiarity with the Topeka community, economy, and current issues in relation to the program.
- d. Three references for program administration of a similar program. Proposers must provide name of agency, amount of program funding, duration of the program administration that was/is provided, and the contact information for the agency representative.
- e. Pricing proposal must be uploaded separately and must outline the firm's fees based on the proposed services related to the program.

IV. SELECTION PROCESS

The City will review all submittals and select the firm deemed most qualified to begin the contract scope and fee negotiation process. If the City and the selected firm cannot agree on scope and/or fee, the City may terminate negotiations and select another firm. Furthermore, the City may elect to interview one or more firms prior to making the selection. Proposal evaluation scoring will be based primarily on the following considerations:

- a. 40% Firm's intimate familiarity with the Topeka community, economy, and current issues in relation to the program.
- b. 30% Firm's similar experience and knowledge in providing like services.
- c. 20% Firm's qualifications, availability, and accessibility of personnel assigned to the City's account.
- d. 10% Adequacy and completeness of the firm's proposal describing the firm's methodology in accomplishing the outlined objectives.

KANSAS LEGAL SERVICES

712 S. Kansas Avenue, Suite 200
Topeka, Kansas 66603
Telephone (785) 233-2068
Fax (785) 354-8311

WILLIAM L. TOWNSLEY
President, Board of Directors

MATTHEW D. KEENAN
Executive Director

January 26, 2024

City of Topeka
215 SE 7th Street
Topeka, KS 66603

RE: Technical Proposal for Event 2917

To Whom It May Concern,

Please accept the enclosed proposal from Kansas Legal Services, Inc. to provide eviction defense program services.

Kansas Legal Services, Inc. is the prime contractor and will not use subcontractors.

Kansas Legal Services, Inc. is a 501 (c) (3) non-profit corporation.

No attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal.

Kansas Legal Services, Inc. does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability.

No cost or pricing information has been included in the transmittal letter or the Technical Proposal. Pricing information has been uploaded in a separately named electronic file.

Kansas Legal Services, Inc. presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict.

Matthew D. Keenan, Executive Director of Kansas Legal Services, Inc., is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements.

There is no reasonable probability that Kansas Legal Services, Inc. is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to Kansas Legal Services which would relate to the performance of this contract. Further, if at any time after a proposal is submitted, such an association arises, Kansas Legal Services will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the City.



Kansas Legal Services

We are legal aid in Kansas, providing equal access to justice for the most vulnerable Kansans.
kansaslegalservices.org

Kansas Legal Services
Transmittal Letter
Page 2

Kansas Legal Services, Inc. agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in City payments to contractor.

Kansas Legal Services, Inc. has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by Kansas Legal Services for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

All funds from the City of Topeka will be used solely for the activities specified in the grant proposal or contract. Kansas Legal Services will not expend any funds for any activity prohibited by the Legal Services Corporation Act, 42 U.S.C. 2996 et seq. or by Public Law 104-134.

If any additional information is required, please do not hesitate to contact me directly at keenanm@klsinc.org or 785.233.2068. Thank you.

Sincerely,



Matthew D. Keenan
Executive Director

MDK/tks

**TECHNICAL PROPOSAL
TO PROGRAM ADMINISTRATION SERVICES FOR EVICTION DEFENSE
FOR THE
CITY OF TOPEKA**

TRANSMITTAL LETTER:

Please see attached letter.

VENDOR'S QUALIFICATIONS:

The discussion shall include the following:

(a) Date established

Kansas Legal Services, Inc., was established on July 15, 1977.

(b) Ownership (public, partnership, subsidiary, etc.)

Kansas Legal Services, Inc., is a private, non-profit 501(c)(3) corporation.

(c) Number of personnel, full and part time, assigned to this project by function and job title

Kansas Legal Service (KLS) has an administrative office and eleven legal assistance office locations distributed throughout the state to maximize accessibility in all geographic regions.

KLS, through its Topeka field office, proposes to commit the time of an attorney and paralegal (0.50 FTE each) to provide legal assistance on location for low- and moderate-income residents of Topeka. KLS warrants that all persons assigned to work on this contract are employees of KLS and are fully qualified to perform the work required.

KLS proposes to:

Provide legal and mediation assistance to 100 low- and moderate-income residents of Topeka, Kansas, with a 0.50 FTE attorney and 0.50 FTE paralegal on-location in Topeka, and mediation services available when appropriate.

KLS will provide legal assistance and mediation services in landlord-tenant disputes, including evictions, consumer issues such as debt collection disputes, and expungements of criminal records. KLS will provide additional support on other civil legal matters, based on observed and understood needs of residents. KLS will also provide legal services for cases that are potential violations of Municipal Code 9.25.010, which addresses unlawful actions by landlords that use eviction as a retaliatory measure against tenants in good standing who have complained about maintenance, safety, or cleanliness of a unit.

KLS will provide services on-site in Topeka, from the KLS – Topeka office at 712 South Kansas Avenue, Suite 201, Topeka, KS 66603.

Staff assigned to this project include:

Brynn Blair, Managing Attorney, Kansas Legal Services – Topeka
Tom Fulzenloger, Staff Attorney
Paralegal (TBD)

(d) Data processing resources and the extent they are dedicated to other matters

All cases handled by KLS are entered, tracked and updated in the KLS' custom-designed, statewide, case management database, LegalTrek. The required information needed for this project can be generated into a report from LegalTrek. Reports are custom-designed and can be modified to meet reporting requirements.

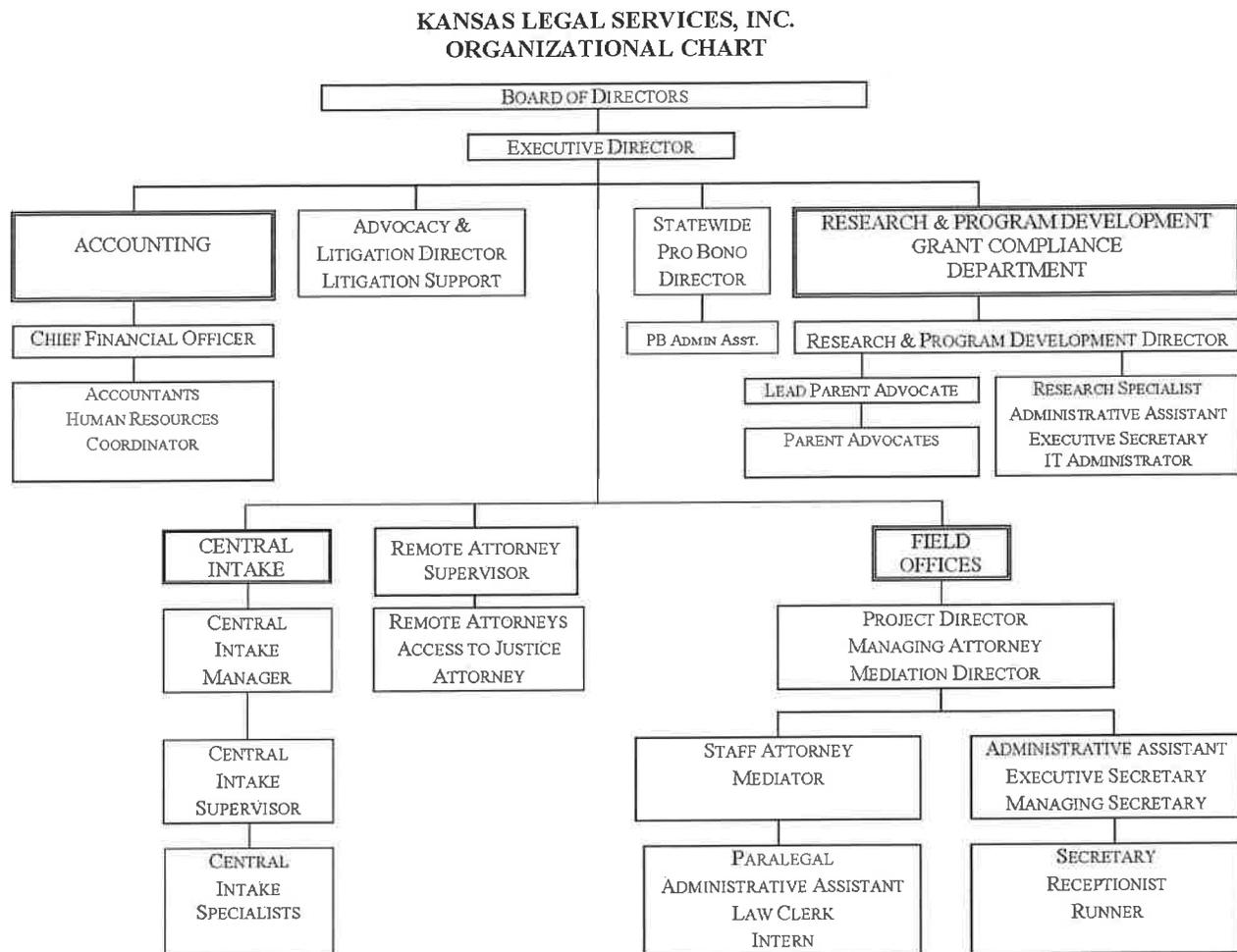
(e) Location of the project within the vendor's organization

The project location will be in Topeka/Shawnee County, which have been served by KLS for over 47 years. The KLS - Topeka legal services office and the KLS Administrative office are both in downtown Topeka, a block from the Shawnee County courthouse and from the Topeka Municipal Court.

(f) Relationship of the project and other lines of business

KLS has actively participated in collaborations with many social service and advocacy groups in Topeka/Shawnee County and use a network of resources to comprehensively assist clients in meeting a wide range of needs. Partnerships over decades have included Community Resources Council, YWCA Center for Safety and Empowerment, Housing and Credit Counseling, Inc. (HCCI), Northeast Kansas Community Action Agency, Valeo Mental Health Services, City of Topeka Housing Authority, Let's Help, Doorstep, Topeka Workforce Center, Topeka Rescue Mission, and many others. KLS was an integral partner in the Topeka/Shawnee County Continuum of Care and the Homeless Task Force for over 14 years.

(g) Organizational chart



Rev 4-27-23

KLS shall be the sole source of contact for the contract.

A timeline for implementing services.

Kansas Legal Services will begin the project immediately upon notice of the grant award. KLS will assign staff tasks related to the project start-up and implementation will begin.

Goal/Activity	Timeline	Who's Responsible
Review contract specifications	Day 1	Executive Director, Research Director, and Topeka Managing Attorney
Provide Point of Contact information to City of Topeka	Day 1	Topeka Managing Attorney
Attend Limited Action Docket	Weekly during term of contract	Topeka Managing Attorney, Staff Attorney, and Paralegal
Outreach to partners	Ongoing	Managing Attorney and Staff Attorney
Provide legal eviction prevention services, including legal consultation and representation for eviction defense, landlord-tenant mediation services	Within 1 week of contract award	Managing Attorney and Staff Attorney
Monthly reports to City of Topeka	Monthly by agreement	Accounting Department
Develop custom reports in LegalTrek to meet reporting requirements	Within 1 week of contract award	Research Director and Database Administrator
Meet regularly with City of Topeka contract issues via phone, email, or in person	Within 1 week of contract award and ongoing	Managing Attorney and Staff Attorney
Monitor household success, including housing stability: For one-time and/or longer-term assistance, make at least three contacts at one month, three months, and six months post assistance	Months 2-12	Staff Attorney and Paralegal

Payment

To be negotiated according to funding availability. KLS will adjust its proposal activities and budget accordingly. A pricing proposal has been uploaded separately.

Similar experience for other municipalities or comparable industries.

KLS has assisted in housing cases to resolve legal issues for referred clients to prevent homelessness or to help secure stable housing when negotiations with landlords or lenders do not lead to resolution.

In 2020, KLS partnered with Kansas Housing Resource Corporation (KHRC) to assist clients in filling out Kansas Eviction Prevention Program (KEPP) applications. KLS hired two attorneys to assist tenants in filling out the applications and to attend the Wyandotte County eviction dockets.

In 2021, KLS again partnered with KHRC to take Kansas Emergency Rental Assistance (KERA) referrals. KLS assisted tenants facing evictions.

KLS receives a U.S. Dept. of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) from the City of Manhattan that funds basic legal assistance for low-income citizens of Manhattan, which includes homelessness prevention and helping families achieve stability and safety. KLS also received a City of Leavenworth CDBG grant.

KLS worked with KHRC to provide legal services to homeowners who were applicants for the Kansas Homeowner Assistance Fund (KHAF). KHAF was available through ARPA for a limited time to assist applicants with mortgage issues. KLS was able to help to assist people with mortgage foreclosure issues in 2021-2023. Funds for this program have been completely spent and the program has been discontinued.

KLS receives funds from the Community Redevelopment & Homeowners Assistance (CRHA) Grant through the Kansas Bar Foundation to provide direct legal assistance involving foreclosure prevention and outreach/education to the public with housing stability issues that include foreclosure prevention, loan modifications, and working with lenders to implement reasonable payment plans. KLS also provides legal assistance to people who face barriers to stable housing and to assist with community redevelopment by creating safer and more secure neighborhoods. KLS alleviates legal barriers by providing services such as expungements, reinstating driver's licenses, assisting with the return of property after civil asset forfeitures, and by assisting with many more issues that thwart family well-being. This allows Kansans to obtain or keep employment, public benefits, and job training services to help ensure stable housing.

Qualifications, availability, and accessibility of personnel.

KLS has been providing legal assistance to thousands of Kansans in housing matters for many decades and has been especially focused on this area during the pandemic over the past few years. KLS has provided advice and representation in hundreds of foreclosure cases over the past three years alone. KLS attorneys have also attended eviction dockets, presented webinars and clinics on preventing eviction and homelessness, and participated in local coalitions for housing rights in several field office service areas including Kansas City, Manhattan, Topeka, and Wichita.

KLS – Topeka is staffed with four attorneys, two paralegals, and clerical staff. KLS has attorney and paralegal staff with experience and expertise in all areas of low-income persons' legal needs. The Administrative Office also has research and accounting staff to assist field offices.

Information demonstrating a familiarity with the Topeka community, economy, and current issues in relation to the program.

KLS – Topeka and KLS statewide have been providing legal assistance and mediation services for vulnerable Kansans for decades. Legal and mediation services provided include eviction and landlord-tenant disputes, other housing issues, healthcare and health insurance issues, and relief for families from domestic violence. KLS also serves low- and moderate-income Kansans in other civil legal areas including elder law, consumer issues such as bankruptcy and debtor relief, income maintenance issues such as assistance with public benefits, family law such as divorce, custody, and visitation, and resolution of barriers to employment and housing such as criminal record expungement and reinstatement of driver's and other licenses.

KLS is prohibited from serving undocumented residents, with the exception of domestic violence cases. KLS is a Legal Services Corporation (LSC)-funded legal aid program and is prohibited by 45 C.F.R. § 1626.3 from providing legal assistance for or on behalf of undocumented immigrants, with the exception of victims of abuse (45 C.F.R. § 1626.4) and some specific immigration statuses, such as Afghan refugees (45 C.F.R. § 1626.5).

Topeka has a comprehensive safety net for vulnerable families that includes many social and advocacy services. Its resources for people who are homeless, or at-risk of homelessness, have been heralded across the state and have been in place for decades. The poverty level in Shawnee County is 15.2% of the total county population. However, in the City of Topeka the poverty rate is 16.04%.

With poverty comes attendant problems, such as finding a home within a limited stock of affordable housing. Available, affordable housing has decreased dramatically in Topeka over the past ten years, with about one in three renters paying more than 35% of their incomes in rent. This makes many families, who live paycheck to paycheck, vulnerable to eviction or homelessness, especially if an emergency threatens their economic stability. Consequently, homelessness has been a rising crisis in Topeka, especially since the pandemic and resulting economic turbulence in 2020. The number of homeless people in Topeka in 2023 was 412, from 322 households, and the number of those individuals who were unsheltered (i.e., on the street) was up by 76% over 2020.

Three references for program administration of a similar program. Proposers must provide name of agency, amount of program funding, duration of the program administration that was/is provided, and the contact information for the agency representative.

Ryan Vincent
Executive Director
Kansas Housing Resources Corporation
611 S Kansas, Ste 300
Topeka, KS 66603
785.217.2001

Mark Dupree, Sr.
President-Elect
Kansas Bar Foundation
1200 SW Harrison St
Topeka, KS 66612
785.234.5696

Mary Thomas
Executive Director
Community Resources Council
455 SE Golf Park Blvd, Ofc 121
Topeka, KS 66605
785.233.1365
mthomas@crcnet.org

Brynn Blair
Kansas Legal Services, Inc.
712 S. Kansas Avenue, Suite 201
Topeka, KS 66603
(785) 354-8531

EMPLOYMENT EXPERIENCE

Date to Present Feb 2023 to Present	Kansas Legal Services - Topeka Managing Attorney Management of the Topeka field office, including supervision of attorney and paralegal staff to complete requirements of funding sources and ensure renewal of those sources. Client representation in a variety of areas including, but not limited to: Housing Law, Family Law, Children in Need of Care, Domestic Violence, Senior Law, and Social Security Law.
Date to Date 2018 - 2023	Kansas Legal Services - Topeka Staff Attorney Casework in public benefits, juvenile, family law, and senior law. Supervised individual family law projects and paralegals involved in multiple projects.
2017 - 2018	Project for Innocence, Student Intern, Lawrence, KS Investigated assigned cases and researched relevant law to identify potential post-conviction remedies. Communicate frequently with clients to give them case updates and explain relevant laws.
Summer, 2017	Jackson County Prosecutor's Office, Special Victims Unit Intern, Kansas City, MO Argued against motions for bond reductions at the weekly Domestic Violence docket. Completed full responses to discovery.
2016 - 2017	Third Judicial District Topeka Courthouse, Law Clerk, Topeka, KS Drafted memorandums, decisions, and orders for judges' use in civil and criminal proceedings. Conducted legal research to determine applicability of case law and statutes to current cases.

EDUCATIONAL BACKGROUND

2015	BA	University of Kansas Psychology & Minor in History	Lawrence, KS
2018	JD	University of Kansas School of Law	Lawrence, Kansas

Tom D. Fulzenloger
Kansas Legal Services, Inc.
712 S. Kansas Avenue, Suite 201
Topeka, KS 66603
(785) 354-8531

EMPLOYMENT EXPERIENCE

Date to Present Staff Attorney, Kansas Legal Services, Inc.
Oct 2023 to Present Client representation in a variety of areas including, but not limited to: Housing Law, Family Law, Children in Need of Care, Domestic Violence, Senior Law, and Social Security Law.

Private Practice in:

Child in Need of Care, Parent Panel Attorney in Shawnee County District Court, Family Law, Bankruptcy Law, Collections, Adoptions, Limited Criminal Practice, Name Change, former Juvenile Public Defender, and other General Practice. Trial experienced.

EDUCATIONAL BACKGROUND

1973	BA	Wichita State University	Wichita, KS
1975	Master of Arts	Wichita State University	Wichita, KS
1980	JD	Washburn University School of Law	Topeka, Kansas

Admitted to Practice

- United State Supreme Court
- United State Court of Appeals 10th Circuit
- State of Kansas, May 1981

Other Information

- USAF Veteran, 1968 to 1974, Honorable Discharge
- Former Wichita Police Office
- Former Sedgwick County Sheriff Officer

KANSAS LEGAL SERVICES

712 S. Kansas Avenue, Suite 200
Topeka, Kansas 66603
Telephone (785) 233-2068
Fax (785) 354-8311

WILLIAM L. TOWNSLEY
President, Board of Directors

MATTHEW D. KEENAN
Executive Director

Contractual Provision - Event 2917

Description

City of Topeka Department of Administrative and Financial Services Contracts and Procurement Division (Rev 06.2021)

CONTRACTUAL PROVISIONS

1. TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this Attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. TERMINATION DUE TO LACK OF FUNDING

If, in the judgment of the City Manager, sufficient funds will not be available to continue the functions performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of its current and any succeeding fiscal year. City agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided City under the contract. City will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by City, title to any such equipment shall revert to contractor at the end of City's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

4. TERMINATION FOR CONVENIENCE

The Director of Contracts & Procurement or designee may terminate performance of work under this contract in whole or in part whenever the Director determines that the termination is in the best interest of the City. In the event of termination, the Director or designee shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may not have been terminated by the notice.

5. DISCLAIMER OF LIABILITY

No provision of this contract will be given effect that attempts to require the City to defend, hold harmless, or indemnify any contractor or third party for the City's acts or omissions. The City's liability is limited to the liability established in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.



Kansas Legal Services

We are legal aid in Kansas, providing equal access to justice for the most vulnerable Kansans.
kansaslegalservices.org

6. ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The contractor understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by the City of Topeka.

7. ACCEPTANCE OF CONTRACT

This contract shall not become effective until the legally required approvals have been given.

8. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof subject to binding arbitration. Further, the City of Topeka shall not be subject to attorney fees and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

9. REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

10. RESPONSIBILITY FOR TAXES

The City of Topeka shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

11. INSURANCE

The City of Topeka shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the City of Topeka (Section 3.35.010 et seq.), the contractor shall bear the risk of any loss or damage to any personal property in which the contractor holds title.

CONTRACTOR: Kansas Legal Services, Inc.

AUTHORIZED SIGNATURE: _____



KANSAS LEGAL SERVICES

712 S. Kansas Avenue, Suite 200
Topeka, Kansas 66603
Telephone (785) 233-2068
Fax (785) 354-8311

WILLIAM L. TOWNSLEY
President, Board of Directors

MATTHEW D. KEENAN
Executive Director

Insurance Requirements with Errors and Omissions Coverage - Event 2917
Description

INSURANCE REQUIREMENTS WORKERS COMPENSATION: Contractor's, when required by law must maintain in effect throughout the life of this contract, Workers Compensation insurance to cover the contractor's employees, in full limits as required by statute.

INSURANCE RESPONSIBILITY & LIABILITY: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any of its departments, officers or employees responsible for loss or damage to persons or property as a result of the contractor's actions.

CONTRACTOR SHALL MAINTAIN MINIMUM COVERAGE AS FOLLOWS: Commercial General Liability: Per Occurrence \$1,000,000 General Aggregate \$2,000,000 Products & Completed Operations Coverage Aggregate \$2,000,000 Property Damage per occurrence \$100,000 Automobile Liability Combined Single Limit for Bodily Injury and Property Damage Aggregate \$500,000 Professional Liability (Errors and Omissions) Provide separate "claims made" form Per Claim \$1,000,000 General Aggregate \$2,000,000.

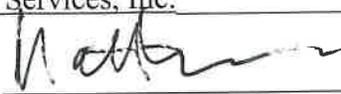
CERTIFICATES OF INSURANCE: Certificates of Insurance should be issued immediately after the Contractor received notification of award and prior to the notice to proceed. The Contractor must not commence any work under this Contract until Purchase Orders are issued by the City of Topeka.

NAMED INSURED: The City of Topeka shall be named as an additional insured party on the Certificate of Liability Insurance.

NOTIFICATION OF ALTERATION OR MATERIAL CHANGE OR CANCELLATION: A minimum of ten (10) days written notification must be given by an insurer or any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Contract. Such required notification must be sent via Registered or Certified Mail to the address below:

City of Topeka Contracts & Procurement Division
215 SE 7th Street, Room 60
Topeka, KS 66603

CONTRACTOR: Kansas Legal Services, Inc.

AUTHORIZED SIGNATURE: 



Kansas Legal Services

We are legal aid in Kansas, providing equal access to justice for the most vulnerable Kansans.
kansaslegalservices.org



CITY OF TOPEKA

Contracts & Procurement Division
City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603

procurement@topeka.org
Tel: 785-368-3749
Fax: 785-368-4499

PROGRAM ADMINISTRATION SERVICES FOR EVICTION DEFENSE

DESCRIPTION	ONE YEAR COST	COMMENTS
Personnel hourly (if needed attorney)	\$	
Personnel hourly (if needed paralegal)	\$	
Travel	\$	
Equipment	\$	
Supplies	\$	
Litigation Expenses	\$	
Other Expenses	\$	
Indirect Costs	\$	
TOTAL (sum of rows above)	\$	



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Richard U. Nienstedt, Interim City Manager **DOCUMENT #:**
SECOND PARTY/SUBJECT: Street Intersection Reconstruction Project **PROJECT #:** 841079.11
CATEGORY/SUBCATEGORY: 014 Ordinances – Non-Codified / 002 Condemnations
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt authorizing initiation of condemnation proceedings to acquire an easement for a street intersection reconstruction project at 6th and Oakley. (Project No. 841079.11)

(Approval would authorize the City Attorney to initiate eminent domain proceedings.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to continue the eminent domain process by authorizing the City Attorney to commence action in the district court

STAFF RECOMMENDATION:

Staff recommends the Governing approve the ordinance as part of the consent agenda.

BACKGROUND:

The City Engineer has determined that acquisition of temporary easement are necessary for the reconstruction of the intersection at 6th and Oakley. Because the owner of the property has not provided that easement, it is necessary to initiate proceedings to acquire it through the eminent domain process. Should the governing body approve the ordinance, the legal department will file a petition in district court requesting the the court appoint three appraisers to view the property, hold a public hearing, and issue a report determining the fair market value of the easement. The City will pay the fair market value to the Court which will distribute the award to the owners.

BUDGETARY IMPACT:

The appraised value of the property interest is estimated at \$3,468.

SOURCE OF FUNDING:

Project Budget

ATTACHMENTS:

Description

Resolution No. 9519 (April 16, 2024)

Ordinance

(Published in the Topeka Metro News April 22, 2024)

RESOLUTION NO. 9519

A RESOLUTION introduced by Interim City Manager Richard U. Nienstedt authorizing initiation of eminent domain proceedings to acquire easements for a street intersection reconstruction project at 6th and Oakley - Project No. 841079.11.

BE IT RESOLVED by the Governing Body of the City of Topeka, Kansas, pursuant to K.S.A. 26-201 that it is necessary and advisable in the public interest to condemn within the corporate limits of the City of Topeka certain private property interests for street intersection reconstruction and any other public purposes as are authorized by law.

Pursuant to the provisions of K.S.A. 26-201, the Engineering Division is hereby authorized and directed to cause a survey to be made by some competent engineer of the private property which is necessary to be appropriated for the improvements, and such other public purposes as are authorized by law, and the City Engineer or designee, is authorized and directed to file the report of the survey, including a description of the private property and the interest to be acquired by condemnation, in the office of the City Clerk.

THIS RESOLUTION shall become effective upon one publication in the official city newspaper.

ADOPTED and APPROVED by Governing Body April 16, 2024.

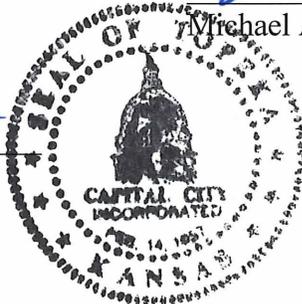
CITY OF TOPEKA, KANSAS

Michael A. Padilla

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger
Brenda Younger, City Clerk



1 (Published in the Topeka Metro News _____)

2
3 ORDINANCE NO. _____

4
5 AN ORDINANCE introduced by the Interim City Manager Richard U. Nienstedt authorizing
6 initiation of condemnation proceedings to acquire easements for a street
7 intersection reconstruction project at 6th and Oakley - Project No. 841079.11.
8

9 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA,

10 KANSAS:

11 Section 1. That it is hereby declared necessary to condemn and appropriate for the use of
12 the City of Topeka certain property within the corporate limits of the City of Topeka for a street
13 intersection reconstruction, said property being described as follows:

14 **Parcel 1 (3304 SW 6th Avenue)**

15
16 Owner of Record: Carol A. Harris
17 Linda K. Ross
18 1444 NE 35th Street
19 Topeka, KS 66617
20

21 Contract Purchaser: None

22
23 Lienholder of Record: None

24
25 Party in Possession: Vacant

26
27 Party of Interest: None
28

29 **PROPERTY TO BE ACQUIRED:**

30
31 **Temporary Easement:**

32
33 All of lot 4 on Sixth Avenue in Arlington Heights Subdivision in the City of Topeka, Shawnee
34 County, Kansas, less a Permanent Public Right of Way Easement described in Book 4554, Page
35 188 in the Office of Shawnee County Register of Deeds. Containing 2,890 Square feet of land
36 more or less.

37
38 This easement will expire on December 31, 2025.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Ben Hart
SECOND PARTY/SUBJECT: Ordinance - Expenditures – February 24, 2024 to March 29, 2024
CATEGORY/SUBCATEGORY: 014 Ordinances – Non-Codified / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL:
DOCUMENT #:
PROJECT #:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by Interim City Manager, Richard U. Nienstedt, allowing and approving City expenditures for the period February 24, 2024 to March 29, 2024 and enumerating said expenditures therein.

(Approving City expenditures in the amount of \$36,547,075.61)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Approve and allow weekly payments of valid operating expenditures, pursuant to Resolution No. 7607.

STAFF RECOMMENDATION:

Staff recommends the Governing Body approve the ordinance as part of the consent agenda.

BACKGROUND:

Pursuant to Resolution No. 7607, adopted on April 12, 2005, which provides authorization to pay for certain expenditures prior to approval by the Council in an expenditure ordinance, the expenditures being authorized by this ordinance have been previously paid, in accordance with established procedures and policies for such payments.

BUDGETARY IMPACT:

Approved expenditures totaling \$36,547,075.61.

SOURCE OF FUNDING:

Appropriated funds and fees-for-service revenues of various City departments.

ATTACHMENTS:

Description

Ordinance

Detail AP Report for 02/24/24 to 03/29/24

Detail CB255 Report for 02/24/24 to 03/29/24

1 (Published in the Topeka Metro News _____)

2
3
4 ORDINANCE NO. _____

5
6 AN ORDINANCE introduced by Interim City Manager, Richard U. Nienstedt, allowing
7 and approving City expenditures for the period of February 24, 2024
8 to March 29, 2024 and enumerating said expenditures herein.

9
10 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS:

11 Section 1. All expenditures made or authorized to be made by issuance of checks
12 or electronic transfers as enumerated herein, are in accordance with City of Topeka
13 Resolution No. 7607.

14 Section 2. The claims and expenditures listed in Exhibit A, which is on file in the
15 City Council Office and the City Clerk’s Office and incorporated herein by said reference,
16 are hereby allowed and approved for payment.

17	<u>Section 3.</u>	Total of 356 vendor checks written this period	1,617,659.55
18		Total of 3 checks voided this period	-4,036.91
19		Total of 943 ACH transfers to vendors this period	30,849,313.70
20		Total of 0 payroll checks written this period	0.00
21		Total of 3,216 payroll electronic transfers this period	4,084,139.27
22		Total for expenditures in this period	<u>\$36,547,075.61</u>

23 Section 4. This ordinance shall take effect and be in force after its passage,
24 approval and publication in the official city newspaper.

25
26 PASSED and APPROVED by the Governing Body _____

27
28
29 ATTEST: _____
30 Mike Padilla, Mayor

31
32 _____
33 Brenda Younger, City Clerk

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
Electronic Payments			
112985	03/01/2024	CTCR INC 1194	17,311.30
00002153	63404		80.00
00002154	63404		2,854.50
00002155	63404		870.00
00002156	63404		1,232.25
00002157	63404		2,655.45
00002158	63404		688.50
00002159	63404		2,211.00
00002160	63404		2,110.60
00002161	63404		590.40
00002162	63404		2,696.10
00002163	63404		621.00
00002164	63404		379.50
00002165	63041		262.80
00002166	63041		59.20
112986	03/01/2024	DAPRATO CONSTRUCTION 12961	80,937.75
62617 SW RAND	62617		14,272.25
62927 2914 SW M	62927		8,255.50
63019 2802 SW 1	63019		5,881.50
63696 2914 SW M	63696		3,387.00
63801 3200 SW M	63801		4,735.25
63899 1718 SW C	63899		4,031.25
64076 2349 SE JI	64076		3,355.00
64174 1419 SE 1	64174		6,380.00
64194 2533 SW F	64194		4,140.00
64286 565 SE BL	64286		5,250.00
64287 5701 SW I	64287		6,710.00
64288 1433 SW V	64288		6,260.00
64289 1433 SW V	64289		8,280.00
112987	03/01/2024	FERGUSON ENTERPRISES INC 1639	1,320.00
0751056	64125		1,320.00
112988	03/01/2024	KANSASLAND TIRE INC OF HAYS KS 13228	266.28
22576	63285		266.28
112989	03/01/2024	29 FAIRLAWN LLC 12209	67,660.35
FEBRUARY 2024	DE		67,660.35
112990	03/01/2024	29TH STREET PARTNERS LLC 12128	15,766.68
FEBRUARY 2024	CID SHERWOOD		15,766.68
112991	03/01/2024	A 1 LOCK & KEY LLC 13	251.32
109627	63162		146.32
109635	63162		105.00
112992	03/01/2024	ADS LLC 60	18,630.00
35769 0124	63046		18,630.00
112993	03/01/2024	AFS TOPEKA 12035	7,486.70
FEBRUARY 2024	CID SE 29TH ST		7,486.70
112994	03/01/2024	AIR CLEANING TECHNOLOGIES INC 92	5,797.79
116405	62797		5,797.79
112995	03/01/2024	AIR FILTER PLUS 94	428.40
431116	63397		428.40
112996	03/01/2024	ALTERNATIVES EAP LLC 8445	3,085.59
10341	63601		3,085.59

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
112997	03/01/2024	ARAMARK UNIFORM & CAREER	9589
2801440020	63337		28.24
2801440234	63264		124.61
2801440235	63337		23.42
2801440237	63337		16.11
2801440246	63877		143.26
2801440247	63877		45.69
2801440248	63877		44.32
2801440249	63877		8.99
2801440311	63877		74.51
112998	03/01/2024	BAKER SERVICES INC	13090
69511	63386		5,419.89
112999	03/01/2024	BARTLETT & WEST ENGINEERS	391
730095554	60995		3,000.00
730095821 2023	61144		1,111.11
730095821 2024	61144		13,888.89
113000	03/01/2024	BARTLETT & WEST OPERATIONS LLC	12712
1072	57055		29,567.11
113001	03/01/2024	BAYSINGER POLICE SUPPLY INC	402
1064869	62876		4,272.00
113002	03/01/2024	BERMUDEZ, OSCAR	10602
63377 1263 SW E	63377		5,420.60
63503 1507 SW 2	63503		2,102.00
63698 2929 SE A	63698		5,400.00
64006 1725 SW A	64006		4,571.50
64037 1521 SW C	64037		1,922.60
64061 4919 SW 1	64061		11,425.00
64079 1919 SW A	64079		4,163.60
64099 2007 SW A	64099		2,631.00
113003	03/01/2024	BG CONSULTANTS INC	477
61339 7	61339		16,500.00
113004	03/01/2024	BLUE CROSS BLUE SHIELD INC	528
W/E 02/27/2024	63512		105,893.66
113005	03/01/2024	BORDER STATES INDUSTRIES INC	10997
927823236	62961		596.63
927823264	62961		811.04
927823533	62961		52.10
927836489	62961		25.16
113006	03/01/2024	BRANDON'S HEATING AND AIR LLC	13204
2412 1	63763		1,436.47
113007	03/01/2024	CABLE DAHMER AUTOMOTIVE LLC	12619
62289	63192		157.06
62312	63192		120.57
62312 1	63192		185.37
62356	63192		60.86
62477	63192		286.19
113008	03/01/2024	CBK INC	1023
2024 01 31 LC58	63615		4.25
2024 01 31 LC58	63615		134.04

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
113009 721126	03/01/2024 63009	CBS DOOR & HARDWARE LLC 11696	2,402.00 2,402.00
113010 PN25564 PN25629	03/01/2024 64082 64080	CDW LLC 10026	210.75 210.75 421.50
113011 INVUS266722	03/01/2024 64048	CELLEBRITE USA INC 860	93,264.65 93,264.65
113012 PSI24 02875 PSI24 02950 PSI24 03140 PSI24 03263	03/01/2024 63202 63202 63202 63202	CENTRAL SALT LLC 8550	7,057.29 2,341.32 4,693.17 4,646.70 18,738.48
113013 402913	03/01/2024 59611	CENTRALSQUARE TECHNOLOGIES LLC 11603	3,900.00 3,900.00
113014 706074	03/01/2024 63239	CENTURY BUSINESS TECHNOLOGIES 870	5,688.24 5,688.24
113015 6299	03/01/2024 63968	CERTIFIED MAIL DONE FAST INC 1641	1,569.00 1,569.00
113016 OCTOBER 2023	03/01/2024 CID WAN HILLS	CITY CENTER ASSOCIATES LLC 12090	23,509.30 23,509.30
113017 INV5904	03/01/2024 63785	CLUB CAR WASH OPERATING LLC 12896	1,950.00 1,950.00
113018 561951 562332 562333 562334 562376 562377 562378 562731 563004 563005 563006 563007 563008 563009 563573	03/01/2024 63042 63405 63405 63405 63405 63405 63405 63405 63405 63405 63405 63405 63405 63405 63405 63405	CONCRETE SUPPLY OF TOPEKA 1066	904.00 2,880.00 300.00 609.00 870.00 696.00 870.00 3,900.00 522.00 522.00 522.00 361.00 920.00 435.00 796.00 15,107.00
113019 25823240205131	03/01/2024 63236	CONTINENTAL BATTERY COMPANY 11989	432.02 432.02
113020 108817	03/01/2024 60498	DAYMARK SOLUTIONS INC 1286	4,160.00 4,160.00
113021 3099572 3119338 3146138 3146485 3146949 3147140 3147538	03/01/2024 56836 48492 49958 48490 40622 49613 45078	DELL FINANCIAL SERVICES LP 1320	363,465.87 2,260.79 435.12 4,093.79 3,093.13 4,253.56 1,108.85 380,756.00

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
3148337	46314		2,044.89
113022 W/E 02/22/2024	03/01/2024 63614	DELTA DENTAL OF KANSAS INC 1323	10,881.70
113023 23139100 012324	03/01/2024 60653	DS SERVICES OF AMERICA INC 13004	62.68
113024 DK SINVP 10395	03/01/2024 63409	DURKIN EQUIPMENT CO 1451	3,246.30
113025 0434858 IN 0434859 IN	03/01/2024 63260 63260	ED M FELD EQUIPMENT COMPANY 11895	598.72 98.72 500.00
113026 1883775	03/01/2024 63410	ELECTRONICS SUPPLY CO INC 1505	4,434.75
113027 3554304 000	03/01/2024 63519	EQUIPMENTSHARE.COM.INC 12197	1,880.43
113028 CO2373216	03/01/2024 63390	ETHANOL PRODUCTS LLC 9576	3,813.90
113029 3800044336	03/01/2024 63414	EUROFINS EATON ANALYTICAL INC 8594	45.94
113030 3941181- 02.24 3941181- 02.24C 3941181- 02.24D 3941181- 02.24G 3941181- 02.24H 3941181- 02.24I 3941181- 02.24J 3941181- 02.24P 3941181- 02.24T	03/01/2024	EXELON CORPORATION Chall Common 2200 SW CENTRAL PK 201 N TOPEKA - FORESTRY 1115 NE POPLAR ST 1600 NW BUTTON RD 1901 SW WESTERN 620 SE MADISON 320 S KANSAS AVE 3245 NW WATER WORKS DR	8898 10,466.91 41.32 2,873.70 20,726.08 12,380.14 2,852.73 1,877.19 7,753.24 8,933.96
113031 9638996 9680087 9761496	03/01/2024 63416 63416 63416	FISHER SCIENTIFIC COMPANY LLC 4949	1,781.77 1,181.92 207.15 392.70
113032 64226 1102 NE C	03/01/2024 64226	FIT EXCAVATING INC 3126	4,256.00
113033 114409455	03/01/2024 63262	FLEETPRIDE INC 7822	80.15
113034 PS200218046	03/01/2024 64106	FOLEY EQUIPMENT COMPANY 9605	313.14
113035 T22499 012	03/01/2024 63605	FOLEY SUPPLY INC 11340	544.52
113036 58842 12	03/01/2024 58842	GARNEY COMPANIES INC 5785	956,550.88
113037 FEBRUARY 2024CID CROSSWINDS JANUARY 2024 CID CROSSWINDS	03/01/2024	GREAT SOUTHERN BANK 9969	64,744.69 38,884.07 25,860.62

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
113038 INV0987839	03/01/2024 63612	GT DISTRIBUTORS INC 2008	1,107.85 1,107.85
113039 562833 563110 563425	03/01/2024 63421 63421 63421	HAMM INC 6576	2,519.20 5,992.62 2,330.68 10,842.50
113040 64133 721 SW P/	03/01/2024 64133	HARRIS & SONS ENTERPRISES INC 7996	1,340.00 1,340.00
113041 64127 129 SW EL 64127 1713 SW L 64127 522 SW 71	03/01/2024 64127 64127 64127	HEARTLAND TREE SERVICE 2164	2,500.00 650.00 2,500.00 5,650.00
113042 FEBRUARY 2024 CID HOLLIDAY	03/01/2024	HOLIDAY SQUARE PARTNERS LLC 11018	13,321.47 13,321.47
113043 P 534702 US0AB	03/01/2024 64291	INFOR US INC 8591	405,700.50 405,700.50
113044 1721	03/01/2024 64000	INSIGHT PUBLIC SAFETY AND 11149	1,209.00 1,209.00
113045 24 4239	03/01/2024 64154	INTELLITIME 8508	100,029.89 100,029.89
113046 FEBRUARY 2024 CID RAMADA	03/01/2024	JEFFERSON STREET HOTEL 4090	2,887.61 2,887.61
113047 3396538 3396544 3396602 3396636 3396664 3396689 3396754 3396761 3396778 3396779 3396788 3396813 3396872 3396879 3396892 3396971 3397056 3397062 3397156 3397158 3397166 3397180 3397267 3397297 3397406 3397447 3397452 3397459 3397594 3397628 3397706	03/01/2024 63284 63339 63324 63284 63324 63284 63284 63284 63284 63338 63339 63324 63339 63284 63284 63339 63339 63339 63284 63338 63339 63284 63284 63339 63284 63284 63339 63339 63339 63284 63324 63324 63324 63324 63324 63324 63284	JOBBERS AUTOMOTIVE WAREHOUSE 2639	13.93 20.94 8.72 18.44 35.01 3.98 32.94 1.10 110.08 65.54 35.01 94.59 4.16 6.91 16.70 219.37 40.73 236.18 280.63 27.08 18.42 6.70 2.94 57.40 18.30 19.29 29.96 9.56 42.59 4.80 51.66 3,012.99

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
3397727	63338		89.17	
3397798	63338		37.14	
3397820	63284		18.30	
3397833	63284		2.33	
3397842	63284		6.53	
3397934	63338		10.55	
3398069	63284		22.79	
3398126	63338		48.01	
3398140	63338		125.40	
3398244	63284		11.68	
3398305	63338		25.49	
3398322	63339		92.12	
3398374	63284		17.88	
3398494	63284		38.40	
3398541	63338		53.90	
3398712	63339		35.16	
3398765	63338		23.55	
3398862	63339		78.19	
3398964	63339		61.74	
3398968	63284		4.94	
3399012	63324		130.12	
3399056	63284		2.59	
3399094	63284		16.76	
3399095	63339		19.21	
3399110	63339		89.18	
3399121	63338		84.65	
3399161	63284		69.18	
3399164	63339		92.12	
3399342	63338		10.24	
3399471	63284		89.26	
3399512	63339		14.29	
3399519	63338		20.94	
3399710	63284		18.76	
3399785	63284		18.76	
113048	03/01/2024	JOINT ECONOMIC DEVELOPMENT	6898	1,103,196.02
PAYMENT 2/29/24	JEDO		1,103,196.02	
113049	03/01/2024	KAN EQUIPMENT INC	2621	558.81
16 288784	63283		114.48	
16 288791	63283		76.68	
16 288796	63283		114.48	
16 288807	63283		253.17	
113050	03/01/2024	KANSAS PERSONNEL SERVICES INC	2849	2,414.43
3064633	64025		1,167.60	
3064636	64002		846.51	
3064637	63777		400.32	
113051	03/01/2024	KBS CONSTRUCTORS INC	2645	29,598.90
24 0136 2023	60872		924.97	
24 0136 2024	60872		28,673.93	
113052	03/01/2024	LIGHTHOUSE CONTRACTING INC	3061	12,000.00
EMER3300	63216		12,000.00	
113053	03/01/2024	MALLORY SAFETY AND SUPPLY LLC	12317	15,236.90
5815981	62088		15,236.90	
113054	03/01/2024	MARTY GRIST	8792	2,000.00
94	64027		2,000.00	
113055	03/01/2024	MERI-CRETE LLC	12044	5,610.00

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
62662 6033 SW 3	62662		5,610.00
113056	03/01/2024	MERIDIAN ROOFING SOLUTIONS 9641	19,332.90
62675 2	62675		19,332.90
113057	03/01/2024	MILLS, RICKY A 3457	341.54
63688 FEB 2024	63688		341.54
113058	03/01/2024	MINNESOTA ELEVATOR INC 7834	2,310.00
1055740	63728		330.00
1055741	63728		660.00
1058734	63728		330.00
1058735	63728		990.00
113059	03/01/2024	MISSOURI DOOR CO INC 3747	1,540.00
51923	63675		665.00
51997	63499		875.00
113060	03/01/2024	MULLINS, CHAD S 13141	2,500.00
00251	64216		2,500.00
113061	03/01/2024	NEENAH FOUNDRY COMPANY INC 3648	79,180.00
141282	62215		51,948.00
141444	62215		23,532.00
141633	62215		3,700.00
113062	03/01/2024	NEENAN COMPANY 3649	6,021.41
S3062980 002	63028		92.11
S3075303 002	63028		1,603.03
S3075303 003	63028		1,603.03
S3081758 001	63028		183.63
S3081762 001	63028		344.30
S3083994 001	63028		248.60
S3084693 001	63028		1,946.71
113063	03/01/2024	O REILLY AUTOMOTIVE STORES INC 3714	2,136.39
0152 433292	63292		-21.84
0152 433939	63292		261.63
0152 434074	63292		176.76
0152 434684	63292		18.31
0152 434845	63148		18.13
0152 434973	63149		17.63
0152 435029	63149		18.61
0152 435243	63292		60.36
0152 435284 2/7/	63148		33.31
0152 435514	63292		43.38
0152 435545	63148		10.46
0152 435572	63292		96.31
0152 435782	63292		36.18
0152 436163	63292		99.21
0152 436410	63292		407.04
0152 436479	63292		121.70
0152 436480	63292		241.16
0152 436514	63292		48.76
0152 436980	63149		39.50
0152 437054	63292		11.96
0152 437771	63292		5.57
0152 438087	63292		20.71
0152 438092	63292		69.93
0152 438094	63292		69.35
0152 438209	63292		40.02
0152 438518	63292		126.13
0152 438530	63292		49.94

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
0152 438557	63292		16.18
113064	03/01/2024	ONE GAS INC 2707	596.21
2144748782-2.24		2010 SW 37TH	240.40
4160204909-2.24		1215 SW 38TH ST	45.34
6144748591-2.24		2447 SE 29TH	265.04
9144748418-2.24		2816 SW 29TH	45.43
113065	03/01/2024	OPTIV SECURITY INC 1700	164.37
INV 10025867517	64088		164.37
113066	03/01/2024	OZARK KENWORTH INC 3375	2,866.46
M0029560002162	63471		-461.54
T0029560018498	63471		2,720.64
T0029560018499	63471		607.36
113067	03/01/2024	POMPS TIRE SERVICE INC 10675	7,841.92
1160071895	63294		1,625.75
1160072098	63294		319.60
1160072128	63294		1,275.60
1160072177	63294		1,216.00
1160072193	63294		795.60
1160072194	63294		19.90
1160072202	63294		607.04
1160072230	63294		206.90
1160072253	63294		420.05
1160072292	63294		480.46
1160072385	63294		398.62
1160072476	63294		414.50
1160072507	63294		46.00
1160072531	63294		15.90
113068	03/01/2024	PROFESSIONAL ENGINEERING 4018	100,468.75
531352	61859		73,750.00
531497	60842		7,127.50
531568	48737		940.00
531628	52138		995.00
531629	60842		1,928.75
531630	57932		225.00
531631	60739		15,502.50
113069	03/01/2024	PUR O ZONE INC 6773	384.68
889530	63490		384.68
113070	03/01/2024	QUIKRETE HOLDINGS INC 11128	987.68
28542117	63032		987.68
113071	03/01/2024	R E PEDROTTI COMPANY 4067	4,984.00
15639	60644		3,210.00
15640	61937		1,774.00
113072	03/01/2024	RANDY LONG TRUCKING LLC 4105	169,600.00
23593	63430		59,400.00
23609	63430		110,200.00
113073	03/01/2024	RHYTHM ENGINEERING LLC 4192	4,000.00
3635	63646		4,000.00
113074	03/01/2024	ROBERT ARMSTRONG 255	2,000.00
5173	61736		2,000.00
113075	03/01/2024	RUSH TRUCK CENTERS 12611	918.92

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
3035842827	63297		31.37
3035846266	63297		-35.05
3035883147	63297		512.48
3035903933	63297		-569.30
3035971189	63297		485.00
3035981572	63297		64.42
3036030097	63332		430.00
113076	03/01/2024	SBB ENGINEERING LLC 8999	47,721.00
7418	62795		47,721.00
113077	03/01/2024	SOUTHWEST JANITORIAL 12258	3,418.50
26360	63838		3,418.50
113078	03/01/2024	SPENCER & COMPANY 2321	827.70
S 60722	63322		388.05
S 60869	63322		55.80
S 60935	63553		622.19
S 60957	63553		-238.34
113079	03/01/2024	STAPLES CONTRACT N COMMERCIAL 4725	2,637.68
3555298674	64307		121.35
3555540672	64307		23.59
3555540673	64307		17.99
3559010893	63836		42.28
3559010894	63985		32.67
3559010895	64013		103.32
3559104572	64017		236.20
3559104573	64031		234.09
3559172362	64039		515.10
3559172363	64040		201.03
3559172364	64041		115.74
3559235256	64070		535.29
3559304216	64039		376.00
3559304217	64085		68.04
3559304218	64085		14.99
113080	03/01/2024	SUNFLOWER PAVING INC 4815	82,070.15
15511	64285		13,750.00
63900 1922 SE 1	63900		8,109.25
63901 1923 SE 6	63901		14,042.25
63953 1100 SE 11	63953		7,058.15
64218 920 SW 81	64218		9,603.00
64219 SW HUNT	64219		11,107.25
64220 1361 SW N	64220		18,400.25
113081	03/01/2024	SUPER OIL CO INC 3893	860.22
1092344	63331		860.22
113082	03/01/2024	TERMINIX INTERNATIONAL 10096	94.30
30441783	63346		47.15
30441784	63346		47.15
113083	03/01/2024	THE TIRE CUTTERS INC 5633	428.00
92766	63764		428.00
113084	03/01/2024	TOPEKA GRAND HOTEL 12016	9,520.65
FEBRUARY 2024	CID CYRUS		9,520.65
113085	03/01/2024	TOPEKA HABITAT FOR HUMANITY 7178	47,270.49
227202412345	62766		18,925.50
2272024123456	62767		28,344.99

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Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
113086	03/01/2024	TOPEKA PERFORMING ARTS CENTER	5040
2024 OPERATIOI	CONTRACT		150,000.00
			150,000.00
113087	03/01/2024	U S LIME COMPANY - ST CLAIR	5117
195749	63389		7,041.96
195771	63389		13,751.91
195789	63389		6,955.47
195808	63389		14,415.93
			42,165.27
113088	03/01/2024	UMB BANK NA	5127
PCARD02232024			39,471.67
			39,471.67
113089	03/01/2024	UNIFIRST CORPORATION	5134
1910044952	63348		14.28
1910044953	63504		40.03
1910044954	63491		1.88
1910044955	63491		4.64
1910044957	63491		4.86
1910044958	63348		24.59
1910044959	63348		8.35
1910044960	63504		12.81
1910045289	63504		46.85
			158.29
113090	03/01/2024	US PEROXIDE LLC	12298
CIN470016950	63678		11,809.35
			11,809.35
113091	03/01/2024	VANDERBILT'S NO 6	5199
507403	63586		209.99
507412	63586		34.99
509767	63586		23.99
			268.97
113092	03/01/2024	WILLIS TOWERS WATSON	12113
3706863	64109		7,167.00
			7,167.00
113093	03/01/2024	REALTIMEBOARD INC	12935
INV2780101	64170		7,200.00
			7,200.00
113094	03/01/2024	5JS LLC	12947
BAR107-0324		S+C March 2024 Payment	500.00
			500.00
113095	03/01/2024	ARROW PROPERTY MANAGEMENT SERV	13221
ALB101-0324		S+C March 2024 Payment	692.00
ALL114-0324		S+C March 2024 Payment	649.00
BLA106-0324		S+C March 2024 Payment	643.00
BOU101-0324		S+C March 2024 Payment	1,231.00
CAR102-0324		S+C March 2024 Payment	53.00
CLI102-0324		S+C March 2024 Payment	775.00
COL106-0324		S+C March 2024 Payment	643.00
FRI101-0324		S+C March 2024 Payment	428.00
GAM101-0324		S+C March 2024 Payment	692.00
GOT102-0324		S+C March 2024 Payment	731.00
JON105-0324		S+C March 2024 Payment	960.00
LAW102-0324		S+C March 2024 Payment	641.00
MCC107-0324		S+C March 2024 Payment	374.00
PEN102-0324		S+C March 2024 Payment	692.00
RAM101-0324		S+C March 2024 Payment	750.00
SCH103-0324		S+C March 2024 Payment	692.00
SCO104-0324		S+C March 2024 Payment	911.00
WHE105-0324		S+C March 2024 Payment	681.00
			12,238.00
113096	03/01/2024	BECKWITH, LYNN E	12607
GAY101-0324		S+C March 2024 Payment	467.00
			467.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
113097 SMI104-0324	03/01/2024	BELLA PACIFIC BUILDERS LLC S+C March 2024 Payment	12326 635.00
113098 REE105-0324	03/01/2024	BEN FRANKLIN PROPERTIES LLC S+C March 2024 Payment	12021 720.00
113099 THO104-0324	03/01/2024	BENNETT PROPERTY LLC S+C March 2024 Payment	440 236.00
113100 BLE101-0324 MAR114-0324 SCH104-0324	03/01/2024	BPM LLC S+C March 2024 Payment S+C March 2024 Payment S+C March 2024 Payment	579 619.00 700.00 647.00
113101 MOO107-0324 MOR104-0324	03/01/2024	BREAKTHROUGH HOUSE INC S+C March 2024 Payment S+C March 2024 Payment	599 690.00 336.00
113102 ZIM101-0324	03/01/2024	BRICKHOUSE REAL ESTATE S+C March 2024 Payment	12009 675.00
113103 BAI101-0324 BAK101-0324 BRI107-0324 BUR102-0324 CHA102-0324 DOR101-0324 HIL107-0324 MOE102-0324 MOR105-0324 PHE101-0324 PRY101-0324 QUI101-0324 SMI123-0324 STO101-0324	03/01/2024	BROOKWOOD TERRACE HOUSING LP S+C March 2024 Payment S+C March 2024 Payment	644 458.00 434.00 658.00 458.00 638.00 458.00 726.00 600.00 610.00 458.00 564.00 590.00 600.00 831.00
113104 KIN101-0324	03/01/2024	BROWN, YOLANDA S+C March 2024 Payment	13259 497.00
113105 AND107-0324 BRO103-0324 BUS102-0324 FLO102-0324 HUR103-0324 LEA103-0324 THO111-0324 WAS103-0324	03/01/2024	BRUDER INVESTMENTS LLC S+C March 2024 Payment S+C March 2024 Payment	11801 1,055.00 600.00 1,025.00 625.00 850.00 544.00 583.00 647.00
113106 EVE101-0324	03/01/2024	BUESCHER, MELISSA S+C March 2024 Payment	11525 1,346.00
113107 BUR101-0324	03/01/2024	BURGESS, TERRY S+C March 2024 Payment	13002 614.00
113108 ORT101-0324	03/01/2024	CAPITOL MANAGEMENT LLC S+C March 2024 Payment	792 900.00
113109 BOO102-0324 SHA106-0324	03/01/2024	CASTLE HOME MANAGEMENT LLC S+C March 2024 Payment S+C March 2024 Payment	9474 825.00 1,028.00

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<u>Check No.</u>	<u>Check Date/PO #</u>	<u>Vendor Name and Number</u>		<u>Check Amount</u>
113110 WEL102-0324	03/01/2024	CHAVEZ, RITA ANN S+C March 2024 Payment	13280 467.00	467.00
113111 ALL104-0324	03/01/2024	CHRISTOPHER BOWEN S+C March 2024 Payment	12637 235.00	235.00
113112 CLE102-0324 MCG1031-0324 RHO104-0324 STE103-0324	03/01/2024	CJS REAL ESTATE S+C March 2024 Payment S+C March 2024 Payment S+C March 2024 Payment S+C March 2024 Payment	10107 805.00 950.00 806.00 692.00	3,253.00
113113 BAR111-0324 BRA106-0324 BYR102-0324 DEA102-0324 HAR107-0324 JAC102-0324 JEF101-0324 JON104-0324 LAB101-0324 LAN104-0324 LEE102-0324 VEL101-0324	03/01/2024	COMMUNITY ACTION INC S+C March 2024 Payment S+C March 2024 Payment	11697 401.00 351.00 643.00 426.00 401.00 406.00 395.00 130.00 306.00 507.00 401.00 335.00	4,702.00
113114 LAD1024-0324	03/01/2024	CORNERSTONE APARTMENTS LP S+C March 2024 Payment	7173 155.00	155.00
113115 EDM101-0324 LEA101-0324 PRI1029-0324	03/01/2024	CORNERSTONE OF TOPEKA INC S+C March 2024 Payment S+C March 2024 Payment S+C March 2024 Payment	1117 559.00 306.00 439.00	1,304.00
113116 KIM1032-0324	03/01/2024	COX, WILLIAM R S+C March 2024 Payment	1151 1,050.00	1,050.00
113117 MAR113-0324	03/01/2024	CREEK, JACKIE S S+C March 2024 Payment	13124 850.00	850.00
113118 STO104-0324IM	03/01/2024	DENGY PARTNERS LLC IM March 2024 Payment	12010 800.00	800.00
113119 LOY101-0324 TOR102-0324	03/01/2024	DONALD, JOSEPH S+C March 2024 Payment S+C March 2024 Payment	12 574.00 575.00	1,149.00
113120 HAD103-0324	03/01/2024	DUNCAN, CLAUDE S+C March 2024 Payment	1442 805.00	805.00
113121 EVA101-0324 MUR104-0324	03/01/2024	EBERT, JOSEPH R S+C March 2024 Payment S+C March 2024 Payment	13089 1,346.00 491.00	1,837.00
113122 WIL116-0324	03/01/2024	EMERT, JENNIFER S+C March 2024 Payment	11689 550.00	550.00
113123 ANS102-0324 ATK103-0324 BAR105-0324	03/01/2024	EPIC PROPERTY MANAGEMENT LLC S+C March 2024 Payment S+C March 2024 Payment S+C March 2024 Payment	12164 590.00 630.00 402.00	9,793.00

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Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
BRA101-0324		S+C March 2024 Payment	271.00	
CAR101-0324		S+C March 2024 Payment	385.00	
CAS113-0324		S+C March 2024 Payment	97.00	
DAV103-0324		S+C March 2024 Payment	540.00	
ERI101-0324		S+C March 2024 Payment	882.00	
HAR104-0324		S+C March 2024 Payment	194.00	
HEN105-0324		S+C March 2024 Payment	326.00	
JON108-0324		S+C March 2024 Payment	568.00	
KEN101-0324		S+C March 2024 Payment	446.00	
MAR102-DMGES		S+C March 2024 Damages	788.00	
MAY103-0324		S+C March 2024 Payment	365.00	
MES102-0324		S+C March 2024 Payment	218.00	
MOR103-0324		S+C March 2024 Payment	462.00	
MOY101-0324		S+C March 2024 Payment	203.00	
ORT104-0324		S+C March 2024 Payment	479.00	
PHI103-0324		S+C March 2024 Payment	653.00	
RHO103-0324		S+C March 2024 Payment	200.00	
ROA102-0324		S+C March 2024 Payment	277.00	
ROL103-0324		S+C March 2024 Payment	363.00	
THA101-0324		S+C March 2024 Payment	454.00	
113124	03/01/2024	GREEN, BRIAN	1986	675.00
HOW102-0324		S+C March 2024 Payment		675.00
113125	03/01/2024	GUINN GROUP PROPERTIES LLC	13028	428.00
WRI103-0324		S+C March 2024 Payment		428.00
113126	03/01/2024	HAYES, MEGAN	12526	1,170.00
HES103-0324		S+C March 2024 Payment		797.00
VEN101-0324		S+C March 2024 Payment		373.00
113127	03/01/2024	HIGGINBOTHOM, CORY	11411	4,284.00
DUP102-0324		S+C March 2024 Payment		395.00
MOO106-0324		S+C March 2024 Payment		428.00
TUR102-0324		S+C March 2024 Payment		2,812.00
WOM101-0324		S+C March 2024 Payment		649.00
113128	03/01/2024	HIGHLAND PARK APARTMENTS LLC	12625	6,480.00
COT102-0324		S+C March 2024 Payment		1,808.00
DOU104-0324		S+C March 2024 Payment		1,006.00
ESP101-0324		S+C March 2024 Payment		550.00
HAR110-0324		S+C March 2024 Payment		308.00
KIR103-0324		S+C March 2024 Payment		1,030.00
LES103-0324		S+C March 2024 Payment		357.00
MON114-0324		S+C March 2024 Payment		550.00
TAY103-0324		S+C March 2024 Payment		871.00
113129	03/01/2024	JACOBSEN PROPERTY MNG LLC	11940	284.00
ALL117-0324		S+C March 2024 Payment		284.00
113130	03/01/2024	RAGSDALE, JEFF	7375	370.00
KOZ1041-0324		S+C March 2024 Payment		370.00
113131	03/01/2024	KANSAS CAPITAL CORNERS LLC	11119	953.00
BLA105-0324		S+C March 2024 Payment		515.00
CON103-0324		S+C March 2024 Payment		438.00
113132	03/01/2024	KURTZ, HENRY JOE	2924	850.00
NEL103-0324		S+C March 2024 Payment		850.00
113133	03/01/2024	LENTZ, MARILYN	3033	620.00
MAR101-0324		S+C March 2024 Payment		620.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
113134	03/01/2024	MADISON STREET APARTMENTS LLC 10691	1,772.00
ONE104-0324		S+C March 2024 Payment	379.00
RAN101-0324		S+C March 2024 Payment	575.00
SEI102-0324		S+C March 2024 Payment	283.00
WIL113-0324		S+C March 2024 Payment	535.00
113135	03/01/2024	MAHNOPOLY LLC 11407	1,046.00
PEO112-0324		S+C March 2024 Payment	585.00
WEA102-0324		S+C March 2024 Payment	461.00
113136	03/01/2024	MARINER, FAAMANUIAGA T 6387	1,053.00
LAX101-0324		S+C March 2024 Payment	422.00
MIM102-0324		S+C March 2024 Payment	631.00
113137	03/01/2024	MCCAFFREY, RODNEY 13064	690.00
HYD101-0324		S+C March 2024 Payment	690.00
113138	03/01/2024	OAKBROOK HOLDINGS LLC 11512	1,051.00
BUR103-0324		S+C March 2024 Payment	629.00
WIL101-0324		S+C March 2024 Payment	422.00
113139	03/01/2024	OAKRIDGE INVESTORS 13241	550.00
PAR101-0324		S+C March 2024 Payment	550.00
113140	03/01/2024	SAGGART, PAMELA 7218	478.00
THE101-0324		S+C March 2024 Payment	478.00
113141	03/01/2024	PARK WEST APARTMENTS OF 12276	650.00
FRI1060-0324		S+C March 2024 Payment	650.00
113142	03/01/2024	PERFORMANCE OVERSEE CONSULTANT 13300	1,149.00
FRE108-0324		S+C March 2024 Payment	182.00
HAR102-0324		S+C March 2024 Payment	541.00
TRA101-0324		S+C March 2024 Payment	426.00
113143	03/01/2024	PETERSEN, LONNIE 3909	600.00
SHA1042-0324		S+C March 2024 Payment	600.00
113144	03/01/2024	PIONEER ADAMS II LP 7285	263.00
POR101-0324		S+C March 2024 Payment	263.00
113145	03/01/2024	PIONEER MOTIVE POWER PLACE LP 9278	1,846.00
AND102-0324		S+C March 2024 Payment	226.00
COO102-0324		S+C March 2024 Payment	110.00
DOD101-0324		S+C March 2024 Payment	600.00
MCC103-0324		S+C March 2024 Payment	530.00
SUT102-0324		S+C March 2024 Payment	380.00
113146	03/01/2024	POTTS, GERALD 6378	386.00
BRO108-0324		S+C March 2024 Payment	386.00
113147	03/01/2024	PURE OPERATING LLC 13243	7,079.00
BAR109-0324		S+C March 2024 Payment	733.00
BAY101-0324		S+C March 2024 Payment	422.00
CHA104-0324		S+C March 2024 Payment	831.00
DAV104-0324		S+C March 2024 Payment	306.00
FAR102-0324		S+C March 2024 Payment	371.00
GIB107-0324		S+C March 2024 Payment	410.00
GRE103-0324		S+C March 2024 Payment	240.00
HOP103-0324		S+C March 2024 Payment	405.00
LAM101-0324		S+C March 2024 Payment	595.00
LIN102-0324		S+C March 2024 Payment	825.00

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MCF102-0324		S+C March 2024 Payment	825.00
RIC103-0324		S+C March 2024 Payment	1,116.00
113148	03/01/2024	QUINDARO INVESTMENTS 13249	692.00
FRE102-0324		S+C March 2024 Payment	692.00
113149	03/01/2024	RED TREE LLC 11968	4,511.00
BRY103-0324		S+C March 2024 Payment	400.00
DEL101-0324		S+C March 2024 Payment	843.00
DRE101-0324		S+C March 2024 Payment	575.00
FOX101-0324		S+C March 2024 Payment	643.00
HEN108-0324		S+C March 2024 Payment	600.00
HIN101-0324		S+C March 2024 Payment	500.00
WAG102-0324		S+C March 2024 Payment	550.00
WRI101-0324		S+C March 2024 Payment	400.00
113150	03/01/2024	RENT TOPEKA HOMES 4175	706.00
GRO101-0324		S+C March 2024 Payment	706.00
113151	03/01/2024	RENTAL MANAGEMENT SOLUTIONS LL 4176	911.00
KEN102-0324		S+C March 2024 Payment	501.00
PRY104-0324		S+C March 2024 Payment	410.00
113152	03/01/2024	LAIRD SR, RICHARD D 6519	337.00
BRO101-0324		S+C March 2024 Payment	337.00
113153	03/01/2024	HARRIS, RON 7880	825.00
BEN101-0324		S+C March 2024 Payment	825.00
113154	03/01/2024	SABER PROPERTIES LLC 13275	750.00
MAR102-0324		S+C March 2024 Payment	750.00
113155	03/01/2024	SANCHEZ, ADRIAN 12305	310.00
BIG101-0324		S+C March 2024 Payment	310.00
113156	03/01/2024	SCHMIDT REAL ESTATE LLC 11937	1,081.00
ORT102-0324		S+C March 2024 Payment	1,081.00
113157	03/01/2024	SMALL FISH PARTNERS LLC 11065	600.00
DIX101-0324		S+C March 2024 Payment	600.00
113158	03/01/2024	STILL PRODUCING LLC 12907	1,750.00
LAY101-0324		S+C March 2024 Payment	692.00
MOL101-0324		S+C March 2024 Payment	644.00
PER108-0324		S+C March 2024 Payment	414.00
113159	03/01/2024	STONER, JAMES KYLE 10712	796.00
LAC101-0324		S+C March 2024 Payment	258.00
WES101-0324		S+C March 2024 Payment	538.00
113160	03/01/2024	SUAREZ 7 LLC 11066	1,042.00
DAL103-0324		S+C March 2024 Payment	593.00
MUN101-0324		S+C March 2024 Payment	449.00
113161	03/01/2024	SUAREZ, ISAAC M 12212	315.00
LUT102-0324		S+C March 2024 Payment	315.00
113162	03/01/2024	TDU LLC 12440	4,591.00
AND106-0324		S+C March 2024 Payment	614.00
BRO109-0324		S+C March 2024 Payment	595.00
CLA105-0324		S+C March 2024 Payment	695.00
DIV101-0324		S+C March 2024 Payment	276.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
RIC105-0324		S+C March 2024 Payment	750.00
SMI109-0324		S+C March 2024 Payment	911.00
SUH103-0324		S+C March 2024 Payment	750.00
113163	03/01/2024	THE LIBRARY APARTMENTS INC 11304	584.00
BRO104-0324		S+C March 2024 Payment	309.00
JON106-0324		S+C March 2024 Payment	275.00
113164	03/01/2024	TINDELL, MATTHEW 12387	1,585.00
COO105-0324		S+C March 2024 Payment	690.00
LUC104-0324		S+C March 2024 Payment	895.00
113165	03/01/2024	TOPEKA HOUSING MANAGEMENT 11981	140.00
OBR101-0324		S+C March 2024 Payment	140.00
113166	03/01/2024	PORTILLO, TRINIDAD O 6962	900.00
GAL102-0324		S+C March 2024 Payment	900.00
113167	03/01/2024	VANHOUSE, DANIEL W 5201	1,052.00
MCC106-0324		S+C March 2024 Payment	1,052.00
113168	03/01/2024	VERTEX BRENTWOOD LLC 13012	399.00
ROB106-0324		S+C March 2024 Payment	399.00
113169	03/01/2024	WALKER, JOSEPH SCOTT 9786	1,375.00
FAR103-0324		S+C March 2024 Payment	600.00
MEN112-0324		S+C March 2024 Payment	775.00
113170	03/01/2024	WCW ENTERPRISES INC 5339	1,035.00
CLI103-0324		S+C March 2024 Payment	495.00
KER101-0324		S+C March 2024 Payment	540.00
113171	03/01/2024	WONDERFUL WORKS RENTAL 11105	286.00
DAL102-0324		S+C March 2024 Payment	286.00
113172	03/01/2024	ZAYNAB LLC 13083	410.00
HAR111-0324		S+C March 2024 Payment	410.00
113173	03/01/2024	ACE ELECTRIC JONES COMPANY INC 35	3,482.83
9565	64232		280.00
9566	63837		2,179.67
9567	63837		1,023.16
113174	03/01/2024	APPLIED INDUSTRIAL 245	2,449.03
7028935719	63396		1,006.62
7028936740	63396		733.49
7028938056	63396		708.92
113175	03/01/2024	BERRY COMPANIES INC 5408	52.53
06254005	63188		5.07
06254067	63188		47.46
113176	03/01/2024	CAPITAL BELT & SUPPLY INC 776	264.17
142030	63399		42.82
142053	62962		179.30
142055	63193		27.33
142104	63399		14.72
113177	03/01/2024	CAPITAL CITY OIL CO INC 778	25,734.42
1145575	63312		1,016.50
1145795	63195		119.40
1145817	63043		147.95

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
40072985	63308		24,450.57
113178	03/01/2024	CONSOLIDATED ELECTRICAL	4174
8792 1060443	63438		140.27
8792 1061403	64165		1,685.47
113179	03/01/2024	CORE & MAIN LP	2146
U290673	63882		523.00
U300780	63995		553.14
U333175	63882		334.00
113180	03/01/2024	FASTENAL COMPANY	1619
KSTOP318054	63143		11.33
KSTOP318108	63259		3.50
KSTOP318148	63419		189.34
KSTOP318162	63259		12.00
113181	03/01/2024	FLU-CON INC	1729
P 83045 0	63263		7.53
113182	03/01/2024	HACH COMPANY	2038
13912163	63456		1,125.00
113183	03/01/2024	HD SUPPLY INC	12991
INV00267773	63449		1,673.66
INV00267844	63449		211.24
113184	03/01/2024	JOHNSON CONTROLS US HOLDINGS	12157
51615106	63714		410.45
51642917	63714		1,024.10
51654654	63714		5,097.21
94241881	63714		-5,097.21
113185	03/01/2024	KANSAS SAND & CONCRETE INC	2744
90527656	63428		1,741.00
90527657	63428		1,911.00
90527915	63428		870.50
113186	03/01/2024	KEY EQUIPMENT & SUPPLY CO	2847
KC210906	63025		257.27
KC211232	63025		149.05
KC211354	63025		298.98
KC211406	63025		593.86
113187	03/01/2024	OLDCASTLE PRECAST INC	3739
120054874	63029		1,759.08
113188	03/01/2024	SALISBURY SUPPLY COMPANY INC	4352
345131	63035		60.45
345135	63439		89.99
345292	63439		86.60
345323	63035		49.99
345480	63035		254.18
345489	63439		83.14
345717	63439		59.04
345721	63035		49.99
345990	63439		603.42
113189	03/01/2024	SAMCO INC	4355
2303885	63810		2,701.19
2400031	63679		294.50
2400040	63680		3,584.50

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
2400061	63442		1,109.00	
2400106	63810		154.50	
2400111	63810		182.50	
2400114	63810		1,317.08	
2400131	63810		613.50	
2400192	63810		154.50	
2400202	63810		244.50	
2400203	63442		827.98	
2400204	63679		900.52	
2400217	63810		3,400.00	
2400230	63810		594.38	
2400232	63810		473.65	
2400252	63810		924.44	
2400253	63810		109.50	
2400280	63810		515.81	
2400283	63442		309.32	
2400295	63810		489.26	
30883732	63810		5,070.00	
113190	03/01/2024	SOWARDS GLASS	4679	24,207.00
26856	62633		24,207.00	
113191	03/01/2024	UNIVAR SOLUTIONS USA INC	8443	6,438.36
51848391	63388		6,438.36	
113192	03/01/2024	SIERRA NEVADA SALES INC	13205	9,862.70
11721	62559		9,862.70	
113193	03/01/2024	DOXIM UTILITEC LLC	11892	14,605.06
INV023524	63391		14,605.06	
113194	03/01/2024	PREVENTION AND RESILIENCY	4525	20,155.98
SALARIES Q4 20	60875		20,155.98	
113195	03/01/2024	SAFETY CONSULTING INC	4335	278.00
2312109	63588		278.00	
113196	03/01/2024	STAR SERVICES PROPERTY	13027	199.20
2492	61003		199.20	
113197	03/01/2024	MAGNUSON, KAREN S	13337	345.50
PTR23 MAGNUS	PTR23		345.50	
113198	03/01/2024	PARKER, SHARON	13340	183.32
PTR23 PARKER	PTR23		183.32	
113199	03/01/2024	TAYLOR, LAVADA K	13338	126.63
PTR23 TAYLOR	PTR23		126.63	
113200	03/01/2024	VALDIVIA, ISABEL	13339	186.16
PTR23 VALDIVIA	PTR23		186.16	
113201	03/08/2024	HENSON HUTTON MUDRICK GRAGSON	2199	3,975.00
46329	60380		3,975.00	
113202	03/08/2024	STATE OF KANSAS	2732	433.05
00000021124030		Child Support - Amt	433.05	
113203	03/08/2024	STATE OF KANSAS	2732	323.08
00000022224030		Child Support - Amt	323.08	
113204	03/08/2024	STATE OF KANSAS	2732	277.38

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Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
00000034024030		Child Support - Amt	277.38
113205	03/08/2024	STATE OF KANSAS 2732	249.23
00000034324030		Child Support - Amt	249.23
113206	03/08/2024	STATE OF KANSAS 2732	183.29
00000034824030		Child Support - Amt	183.29
113207	03/08/2024	STATE OF KANSAS 2732	266.31
00000063324030		Child Support - Amt	266.31
113208	03/08/2024	STATE OF KANSAS 2732	209.08
00000075424030		Child Support - Amt	209.08
113209	03/08/2024	STATE OF KANSAS 2732	263.15
00000077924030		Child Support - Amt	263.15
113210	03/08/2024	STATE OF KANSAS 2732	276.92
00000085324030		Child Support - Amt	276.92
113211	03/08/2024	STATE OF KANSAS 2732	147.23
00000092424030		Child Support - Amt	147.23
113212	03/08/2024	STATE OF KANSAS 2732	346.15
00000093624030		Child Support - Amt	346.15
113213	03/08/2024	STATE OF KANSAS 2732	345.23
00000097324030		Child Support - Amt	345.23
113214	03/08/2024	STATE OF KANSAS 2732	546.92
00000107224030		Child Support - Amt	546.92
113215	03/08/2024	STATE OF KANSAS 2732	109.62
00000112424030		Child Support - Amt	109.62
113216	03/08/2024	STATE OF KANSAS 2732	115.38
00000215424030		Child Support - Amt	115.38
113217	03/08/2024	STATE OF KANSAS 2732	487.85
00000224424030		Child Support - Amt	487.85
113218	03/08/2024	STATE OF KANSAS 2732	235.38
00000225024030		Child Support - Amt	235.38
113219	03/08/2024	STATE OF KANSAS 2732	412.74
00000225924030		Child Support - Amt	412.74
113220	03/08/2024	STATE OF KANSAS 2732	424.15
00000226224030		Child Support - Amt	424.15
113221	03/08/2024	STATE OF KANSAS 2732	177.69
00000241324030		Child Support - Amt	177.69
113222	03/08/2024	STATE OF KANSAS 2732	574.20
00000247424030		Child Support - Amt	574.20
113223	03/08/2024	STATE OF KANSAS 2732	470.77
00000247824030		Child Support - Amt	470.77
113224	03/08/2024	STATE OF KANSAS 2732	194.77
00000251524030		Child Support - Amt	194.77

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

<u>Check No.</u>	<u>Check Date/PO #</u>	<u>Vendor Name and Number</u>		<u>Check Amount</u>
113225 00000270524030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	997.38 997.38
113226 00000285524030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	193.38 193.38
113227 00000299624030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	62.31 62.31
113228 00000299624030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	120.46 120.46
113229 00000316224030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	46.15 46.15
113230 00000324724030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	316.15 316.15
113231 00000325524030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	530.77 530.77
113232 00000347124030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	145.38 145.38
113233 00000347224030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	96.92 96.92
113234 00000347724030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	24.92 24.92
113235 00000347824030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	101.54 101.54
113236 00000347824030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	191.54 191.54
113237 00000348824030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	91.85 91.85
113238 00000350024030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	153.69 153.69
113239 00000350024030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	287.08 287.08
113240 00000352024030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	199.85 199.85
113241 00000353224030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	16.15 16.15
113242 00000355724030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	399.88 399.88
113243 00000362924030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	131.58 131.58
113244 00000366224030	03/08/2024	STATE OF KANSAS Child Support - Amt	2732	136.15 136.15

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
113245	03/08/2024	STATE OF KANSAS	2732
00000366224030		Child Support - Amt	69.23
			69.23
113246	03/08/2024	STATE OF KANSAS	2732
00000370124030		Child Support - Amt	54.46
			54.46
113247	03/08/2024	STATE OF KANSAS	2732
00000372724030		Child Support - Amt	73.62
			73.62
113248	03/08/2024	STATE OF KANSAS	2732
00000372824030		Child Support - Amt	11.54
			11.54
113249	03/08/2024	CONDRA Y & YOUNG LLC	1067
33344	63977		2,500.00
33346	63977		800.00
			3,300.00
113250	03/08/2024	CTCR INC	1194
00002170	63784		299.25
00002171	63404		3,078.50
00002172	63404		1,195.20
00002173	63404		1,073.00
00002174	63404		837.00
00002175	63404		3,451.25
00002176	63404		675.00
00002177	63404		248.40
00002178	63404		664.00
00002179	63404		432.00
00002180	63404		1,043.75
00002181	63404		175.95
00002182	63404		421.60
00002183	63404		415.50
00002184	63404		1,451.10
00002185	63404		930.50
00002186	63041		358.40
00002187	63041		390.00
			17,140.40
113251	03/08/2024	DAPRATO CONSTRUCTION	12961
62912 1331 SW J	62912		4,284.50
62984 2229 SW V	62984		2,399.50
63095 3311 SW E	63095		2,757.00
63120 3109 SW C	63120		1,345.00
64377 1433 SW V	64377		3,310.00
64378 1433 SW V	64378		5,880.00
			19,976.00
113252	03/08/2024	FERGUSON ENTERPRISES INC	1639
0751052	64091		14,560.02
			14,560.02
113253	03/08/2024	KANSAS TOPSOIL & TRUCKING LLC	13285
64353 1521 SW C	64353		4,080.00
64355 2842 SW I	64355		5,980.00
64356 313 SE WI	64356		3,680.00
64357 124 SW GI	64357		4,080.00
64358 1823 SW L	64358		4,600.00
64359 715 SW M.	64359		5,290.00
			27,710.00
113254	03/08/2024	KANSASLAND TIRE INC OF HAYS KS	13228
22589	63325		1,811.02
22664	63325		2,850.40
			4,661.42
113255	03/08/2024	911 CUSTOM LLC	8345
54924	63257		5,191.19
			5,191.19

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
113256	03/08/2024	ANSWER TOPEKA 237	890.85
240210022	63643		74.50
240210023	63395		701.35
240210278	63484		115.00
113257	03/08/2024	ARAMARK UNIFORM & CAREER 9589	522.99
2801441925	63264		123.17
2801441926	63337		27.97
2801441930	63337		16.11
2801441942	63877		153.26
2801441943	63877		45.88
2801441944	63877		73.10
2801441945	63877		8.99
2801442004	63877		74.51
113258	03/08/2024	ARTSCONNECT INC 263	30,000.00
51755 2024	64366		30,000.00
113259	03/08/2024	BARTLETT & WEST ENGINEERS 391	11,248.15
730095385	58765		2,622.75
730095386	58765		8,625.40
113260	03/08/2024	BERMUDEZ, OSCAR 10602	64,062.23
61336 1	61336		43,308.00
63375 2637 SW V	63375		1,042.50
63376 229 SE 44'	63376		1,152.50
63472 1423 SW V	63472		5,427.00
64100 300 SW 61	64100		3,376.60
64237 3661 SE 1/2	64237		4,532.50
64247 5729 SW 2	64247		5,223.13
113261	03/08/2024	BLACK & VEATCH CORPORATION 505	31,270.51
1419338	51238		31,270.51
113262	03/08/2024	BLUE CROSS BLUE SHIELD INC 528	135,843.44
W/E 02/29/24 & 0	63512		135,843.44
113263	03/08/2024	BOETTCHER SUPPLY INC 543	28.34
1246469 1	63191		28.34
113264	03/08/2024	CABLE DAHMER AUTOMOTIVE LLC 12619	760.52
62312 2	63192		173.85
63035	63192		373.61
63121	63192		213.06
113265	03/08/2024	CBS DOOR & HARDWARE LLC 11696	5,157.00
721125	61679		5,157.00
113266	03/08/2024	CDW LLC 10026	967.49
PQ81024	64141		967.49
113267	03/08/2024	CENTRAL SALT LLC 8550	13,997.09
PSI24 03446	63202		2,334.31
PSI24 03667	63202		2,326.42
PSI24 03747	63202		4,624.77
PSI24 03846	63202		2,294.85
PSI24 03872	63202		2,416.74
113268	03/08/2024	CENTURY BUSINESS TECHNOLOGIES 870	1,653.08
706538	63239		1,416.96
707171	63239		180.12
707221	63239		56.00

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<u>Check No.</u>	<u>Check Date/PO #</u>	<u>Vendor Name and Number</u>	<u>Check Amount</u>
113269 317722	03/08/2024 63384	CHEMRITE INC 11358	13,897.17 13,897.17
113270 50889 2024 50889 2024 50889 2024 COR	03/08/2024 CONTRACT CONTRACT CONTRACT	COLUMBIA CAPITAL MANAGEMENT LL 1038	6,650.00 1,500.00 4,900.00 250.00
113271 59848 2 C#50966 59849 2 C#50965	03/08/2024 59848 59849	COMMUNITY RESOURCES COUNCIL 1056	507,000.00 107,000.00 400,000.00
113272 563790 563791 563792 563793 564418 564419	03/08/2024 63405 63405 63405 63405 63405 63405	CONCRETE SUPPLY OF TOPEKA 1066	6,184.50 448.00 299.00 1,305.00 2,349.00 913.50 870.00
113273 573683	03/08/2024 63313	CONRAD FIRE EQUIPMENT 1073	200.28 200.28
113274 8795 1041100 8795 1044154 8795 1044354	03/08/2024 62917 63398 63398	CONSOLIDATED ELECTRICAL 6778	5,588.20 4,965.00 230.00 393.20
113275 63402 2	03/08/2024 63402	CONSOLIDATED RURAL WATER 1075	2,976.14 2,976.14
113276 PS254005	03/08/2024 63171	CONVERGEONE INC 11623	17,550.00 17,550.00
113277 52262	03/08/2024 62612	COOK FLATT & STROBEL ENGINEERS 1089	2,691.28 2,691.28
113278 3099586	03/08/2024 59950	DELL FINANCIAL SERVICES LP 1320	68,569.17 68,569.17
113279 63614 ADMIN FE W/E 02/29/24	03/08/2024 63614 63614	DELTA DENTAL OF KANSAS INC 1323	13,459.20 3,240.20 10,219.00
113280 155279	03/08/2024 63237	DH LAWN & GARDEN EQUIPMENT 8839	38.50 38.50
113281 60121 2 C#51020	03/08/2024 60121	DOORSTEP INC 1385	66,500.00 66,500.00
113282 59828 2 C#50931	03/08/2024 59828	EAST TOPEKA COUNCIL ON AGING 1469	23,745.00 23,745.00
113283 1884098	03/08/2024 63410	ELECTRONICS SUPPLY CO INC 1505	720.00 720.00
113284 94637726	03/08/2024 63556	ENVIRONMENT SYSTEMS RESEARCH 1569	200.00 200.00
113285 3523406 000	03/08/2024 63519	EQUIPMENTSHARE.COM.INC 12197	2,407.02 2,407.02

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
113286	03/08/2024	ETHANOL PRODUCTS LLC 9576	7,560.80
CO2374018	63390		3,844.60
CO2374019	63390		3,716.20
113287	03/08/2024	EUROFINS EATON ANALYTICAL INC 8594	408.00
8100081731	63414		40.00
8100082016	63414		368.00
113288	03/08/2024	FIT EXCAVATING INC 3126	26,439.34
62985 1100 S KA	62985		15,945.00
63243 501 SW W	63243		7,074.34
64335 1433 SW V	64335		3,420.00
113289	03/08/2024	FRASER, ERIC BRYAN 12992	1,300.00
5082	60403		1,300.00
113290	03/08/2024	FRIENDS OF THE TOPEKA ZOO 1794	1,417.22
FOTZ240308141		Friends of the Topeka Zoo Pass	379.38
FOTZ240308141		Friends of the Topeka Zoo Pass	242.44
FOTZ240308141		Friends of the Topeka Zoo Pass	40.68
FOTZ240308141		Friends of the Topeka Zoo Pass	25.00
FOTZ240308141		Friends of the Topeka Zoo Pass	49.85
FOTZ240308141		Friends of the Topeka Zoo Pass	8.84
FOTZ240308141		Friends of the Topeka Zoo Pass	63.86
FOTZ240308141		Friends of the Topeka Zoo Pass	54.19
FOTZ240308141		Friends of the Topeka Zoo Pass	487.14
FOTZ240308141		Friends of the Topeka Zoo Pass	65.84
113291	03/08/2024	GALLS PARENT HOLDINGS LLC 11211	56.16
027070780	64086		56.16
113292	03/08/2024	HAMM INC 6576	4,659.02
564556	63421		3,030.46
564681	63421		1,628.56
113293	03/08/2024	HEARTLAND TREE SERVICE 2164	4,500.00
64127 112 SW 27	64127		4,500.00
113294	03/08/2024	HELPING HANDS HUMANE SOCIETY 2183	3,033.24
63694 FEB 2024	63694		3,033.24
113295	03/08/2024	HOUSE OF TOOL & ENGINEERING 10409	1,291.01
C05608 001	63455		1,291.01
113296	03/08/2024	J&D EQUIPMENT INC 162	158.09
50511	63169		158.09
113297	03/08/2024	JOBBER'S AUTOMOTIVE WAREHOUSE 2639	1,143.75
3395098	63284		25.91
3397576	63284		67.82
3398956	63284		7.10
3399493	63339		14.33
3399715	63284		237.83
3399735	63339		63.39
3399762	63284		95.76
3399786	63284		67.19
3399850	63339		17.05
3399851	63339		23.17
3399866	63339		20.46
3399909	63284		2.40
3399922	63324		31.28

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
3399927	63339		9.92
3399950	63339		19.87
3399974	63339		6.56
3400036	63338		35.27
3400075	63284		2.42
3400107	63284		22.85
3400126	63284		22.76
3400135	63284		222.25
3400175	63339		43.27
3400209	63284		28.06
3400252	63284		5.32
3400256	63284		15.52
3400317	63284		35.99
113298	03/08/2024	KANSAS PERSONNEL SERVICES INC 2849	981.27
2282024	63654		672.69
3064685	63777		308.58
113299	03/08/2024	LEADSONLINE LLC 3009	7,220.00
409824	64186		7,220.00
113300	03/08/2024	LETTS VANKIRK & ASSOCIATES 11233	522.50
18094	63674		522.50
113301	03/08/2024	LINEAGE MAILING SERVICES LLC 9223	14,445.28
JANUARY 2024	POSTAGE		14,445.28
113302	03/08/2024	MERI-CRETE LLC 12044	8,445.00
58618 9 FS#10 IN	58618		4,320.00
63802 917 SE QL	63802		4,125.00
113303	03/08/2024	MERIDIAN ROOFING SOLUTIONS 9641	19,654.20
62675 3	62675		19,654.20
113304	03/08/2024	MICHAEL & SONS INC 3377	42,785.00
64185 CLEANUP	64185		9,427.00
64273 CLEAN UF	64273		5,763.00
64274 CLEAN UF	64274		3,701.50
64275 CLEAN UF	64275		4,325.00
64276 CLEAN UF	64276		6,745.00
64302 CLEAN UF	64302		8,276.00
64315 CLEAN UF	64315		4,547.50
113305	03/08/2024	MISSOURI DOOR CO INC 3747	2,827.78
52016	63499		1,816.60
52017	63499		1,011.18
113306	03/08/2024	MYGOV LLC 9627	1,907.50
8962	63778		1,907.50
113307	03/08/2024	O REILLY AUTOMOTIVE STORES INC 3714	101.18
0152 439130	63292		23.71
0152 439919	63292		77.47
113308	03/08/2024	ONE GAS INC 2707	5,278.17
0144747064-2.24		1901 SW WESTERN - WATER	557.85
14144746336-2.2		201 NW TOPEKA	1,254.92
144745845-2.24		635 SW JACKSON ST	309.31
3145209500-2.24		620 MADISON	751.09
4144743709-2.24		312 SE JEFFERSON	593.24
5144743664-2.24		324 SE JEFFERSON ACA	359.93
5156651709-2.24		619 SE RICE RD	321.63
6144743873-2.24		318 SE JEFFERSON	428.95

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7164248773-2.24		2200 SW CENTRAL PRK	90.30
9144746036-2.24		322 NW CRANE - PD IMP LOT (F)	420.24
9144746127-2.24		318 NW CRANE	190.71
113309	03/08/2024	POMPS TIRE SERVICE INC	10675
1160072689	63294		1,230.60
1160072817	63294		31.80
113310	03/08/2024	PREMIER FARM & HOME LLC	4002
338419	63295		379.81
113311	03/08/2024	PROFESSIONAL DEVELOPMENT	11850
INV 13518	64367		1,995.00
113312	03/08/2024	PUR O ZONE INC	6773
889811	63490		55.92
113313	03/08/2024	PVS DX INC	13277
817000271 24	63044		8,876.57
113314	03/08/2024	R E PEDROTTI COMPANY	4067
15669	61937		2,376.00
15670	60644		3,147.00
15706	61937		14,895.00
113315	03/08/2024	RANDY LONG TRUCKING LLC	4105
23681	63430		15,755.00
113316	03/08/2024	REIN, LINNEA S	4166
694435	63689		167.00
694436	63689		254.50
113317	03/08/2024	ROBERT ARMSTRONG	255
5174	61736		1,800.00
5175	64121		2,000.00
5176	62645		2,000.00
113318	03/08/2024	RUSH TRUCK CENTERS	12611
3035986311	63297		99.15
3036039404	63297		89.47
3036083191	63297		-133.00
3036084839	63297		1,003.18
113319	03/08/2024	SCOTTY WILSON ENTERPRISES INC	4442
923777	64188		24,300.00
113320	03/08/2024	SHAWNEE COUNTY	4503
JANUARY 2024	63685		108,092.00
113321	03/08/2024	SHILLING ASPHALT INC	11935
4811	64349		8,512.27
4813	64349		7,693.98
4816	64349		8,659.97
4838	64349		8,500.38
113322	03/08/2024	SIMPLIFILE LC	9508
KSTGLE-022920:		C#51898 020724	227.25
KSTGLE-022920:		ENCROACHMENT AGRMT 51424 020	176.25
KSTGLE-022920:		RLS OF MORTGAGE 401 SE 24TH ST	22.25
KSTGLE-022920:		MORTGAGE 1223 NW CENTRAL AVE 0	40.25
KSTGLE-022920:		MORTGAGE 2424 SW CENTRAL PARK	40.25
KSTGLE-022920:		MORTGAGE 2424 CENTRAL PARK AVE	40.25

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KSTGLE-022920;		MORTGAGE 2233 SE PENNSYLVANIA	40.25
KSTGLE-022920;		MORTGAGE 735 SE LIBERTY 022924	40.25
KSTGLE-022920;		EASEMENT # 13144 022324	57.25
KSTGLE-022920;		EASEMENT # 13145 022324	74.25
KSTGLE-022920;		EASEMENT # 13143 021324	57.25
113323	03/08/2024	SPENCER & COMPANY 2321	25,029.31
S 61054	63322		1,703.46
S 61093	63553		119.82
S 61148	63553		7.04
W 56741	63553		4,225.39
W 57148	63553		11,160.05
W 57163	63553		7,813.55
113324	03/08/2024	STAPLES CONTRACT N COMMERCIAL 4725	1,540.43
3559466092	64102		51.48
3559466093	64103		628.97
3559541141	64085		29.09
3559541142	64102		11.99
3559606167	64123		271.08
3559606179	64122		69.18
3559606180	64124		66.84
3559606181	64132		92.82
3559706870	63832		44.99
3559706871	64136		152.13
3559779788	64103		121.86
3560132422	64228		186.00
3560493177	64228		-186.00
113325	03/08/2024	SUMMIT AUTO SUPPLY 12303	496.32
0001231 IN	63333		496.32
113326	03/08/2024	SUNFLOWER PAVING INC 4815	137,664.31
58624 3 ADD	64331		200.00
60747 10	60747		97,744.81
63012 1535 SW M	63012		7,489.50
64326 6471 SW E	64326		25,071.75
64327 500 SE M/	64327		7,158.25
113327	03/08/2024	TARC INC 4871	45.80
33863	64030		45.80
113328	03/08/2024	TOPEKA LODGING ASSOCIATION 11196	24,502.94
JANUARY 2024	TBID		24,502.94
113329	03/08/2024	TOPEKA POLICE ATHLETIC LEAGUE 12509	500.00
DONATION 3SHII	64372		500.00
113330	03/08/2024	TRIA HEALTH LLC 6938	2,670.00
0324 0006	63609		2,670.00
113331	03/08/2024	U S LIME COMPANY - ST CLAIR 5117	27,674.01
195858	63389		6,684.84
195889	63389		13,788.18
195908	63389		7,200.99
113332	03/08/2024	UMB BANK NA 5127	34,677.48
PCARD03012024			34,677.48
113333	03/08/2024	UNIFIRST CORPORATION 5134	217.97
1910045393	63450		98.32
1910045547	63348		15.16
1910045548	63491		1.88

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1910045549	63491		4.64
1910045551	63491		4.86
1910045552	63348		24.93
1910045553	63348		8.52
1910045554	63504		12.81
1910045936	63504		46.85
113334	03/08/2024	US PEROXIDE LLC	12298
CIN470017212	63678		13,741.35
			13,741.35
113335	03/08/2024	UTILISYNC LLC	13088
INV 1583	64388		4,000.00
			4,000.00
113336	03/08/2024	VANDERBILT'S NO 6	5199
510451	63347		169.99
			169.99
113337	03/08/2024	WILLIS TOWERS WATSON	12113
3706864	64109		7,167.00
			7,167.00
113338	03/08/2024	YWCA NORTHEAST KANSAS	5583
59375 3	59375		101,416.00
			101,416.00
113339	03/08/2024	CAPITOL MANAGEMENT LLC	792
ORT101-0324A		S + C March 2024 Payment	100.00
			100.00
113340	03/08/2024	CORNERSTONE OF TOPEKA INC	1117
STR104-0324IM		IM March 2024 Payment	525.00
			525.00
113341	03/08/2024	EPIC PROPERTY MANAGEMENT LLC	12164
HAG101-0324IM		IM March 2024 Payment	795.00
			795.00
113342	03/08/2024	BERRY COMPANIES INC	5408
06254373	63188		107.71
			107.71
113343	03/08/2024	CAPITAL BELT & SUPPLY INC	776
142178	63399		91.18
			91.18
113344	03/08/2024	CAPITAL CITY OIL CO INC	778
1145866	63308		57.20
1145886	63308		42.57
1145889	63308		41.83
1681707 TP	63312		1,480.90
40073247	63308		23,218.99
			24,841.49
113345	03/08/2024	CONSOLIDATED ELECTRICAL	4174
8792 1061501	63438		145.35
			145.35
113346	03/08/2024	CORE & MAIN LP	2146
U363090	63882		1,245.00
U377744	62540		4,093.92
			5,338.92
113347	03/08/2024	FASTENAL COMPANY	1619
KSTOP318201	63419		480.00
			480.00
113348	03/08/2024	FLU-CON INC	1729
P 83224 0	63263		18.30
			18.30
113349	03/08/2024	GADES SALES COMPANY INC	1820
0085969 IN	62899		10,860.00
0085970 IN	62916		10,860.00
			21,720.00
113350	03/08/2024	GRAINGER	1964
			759.68

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9021676904	63145		423.12
9023671341	64167		336.56
113351	03/08/2024	HD SUPPLY INC 12991	1,523.02
INV00275811	63449		616.02
INV00277857	63449		907.00
113352	03/08/2024	JOHN G LEVIN 3071	210.00
233635	63024		210.00
113353	03/08/2024	JOHNSON CONTROLS US HOLDINGS 12157	11,889.00
41706825	63807		11,889.00
113354	03/08/2024	KANSAS SAND & CONCRETE INC 2744	2,799.45
90528610	63428		483.20
90529192	63428		435.25
90530342	63428		1,881.00
113355	03/08/2024	OLDCASTLE PRECAST INC 3739	4,879.08
120054895	63029		4,879.08
113356	03/08/2024	SALISBURY SUPPLY COMPANY INC 4352	315.78
346137	63439		89.99
346498	63035		101.10
346883	63035		124.69
113357	03/08/2024	SAMCO INC 4355	18,518.24
2303761	63680		1,196.77
2303781	63680		7,295.00
2303948	63810		379.50
2400121	63679		9,646.97
113358	03/08/2024	FIRST STOP HEALTH LLC 12166	3,411.20
INV 40614	63603		3,411.20
113359	03/08/2024	HUNTER LANE LLC 12191	341,145.73
544967	64198		171,443.23
545037	64198		5,995.45
545038	64198		25.41
546485	64198		161,771.86
546556	64198		1,909.18
546557	64198		0.60
113360	03/08/2024	VALEO BEHAVIORAL HEALTH CARE 5187	281,317.50
59842 2 C#50954	59842		281,317.50
113361	03/08/2024	AFSCME MISSOURI STATE COUNCIL 83	1,579.90
UNA1240308141.		Union Dues - AFSCME	256.20
UNA1240308141.		Union Dues - AFSCME	384.30
UNA1240308141.		Union Dues - AFSCME	768.60
UNA1240308141.		Union Dues - AFSCME	170.80
113362	03/08/2024	APPLICATION SOFTWARE INC 8140	746.05
FEB 2024 FLEX F	PAYROLL		548.80
FEB 2024 HSA FI	PAYROLL		99.00
FEB 2024 HSA FI	PAYROLL		98.25
113363	03/08/2024	CITY OF TOPEKA FRIENDSHIP FUND 948	543.00
FR102403081414		Friendship Fund	160.00
FR102403081414		Friendship Fund	44.50
FR102403081414		Friendship Fund	26.00
FR102403081414		Friendship Fund	14.00

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FR102403081414		Friendship Fund	17.00
FR102403081414		Friendship Fund	18.00
FR102403081414		Friendship Fund	52.50
FR102403081414		Friendship Fund	36.00
FR102403081414		Friendship Fund	138.00
FR102403081414		Friendship Fund	37.00
113364	03/08/2024	FIREMENS OFF DUTY RELIEF FUND	1676
FO102403081414		Firefighter's Off Duty Relief	4,291.80
			4,291.80
113365	03/08/2024	INTERNATIONAL ASSOCIATION OF	2424
3/8/24 ADMIN FE	PAYROLL		-13.80
UNI12403081414		Union Dues - IAFF	9,556.47
			9,542.67
113366	03/08/2024	KANSAS ASSOCIATION OF PUBLIC	2630
UNK12403081414		Union Dues - KAPE	62.49
UNK12403081414		Union Dues - KAPE	40.64
UNK12403081414		Union Dues - KAPE	75.51
UNK12403081414		Union Dues - KAPE	40.57
UNK12403081414		Union Dues - KAPE	83.32
UNK12403081414		Union Dues - KAPE	35.68
UNK12403081414		Union Dues - KAPE	94.89
UNK12403081414		Union Dues - KAPE	275.28
			708.38
113367	03/08/2024	SURENCY LIFE & HEALTH	10654
4000612202403	63602		31.84
			31.84
113368	03/08/2024	TEAMSTERS LOCAL UNION 696	4892
UNT12403081414		Union Dues - Teamsters	720.00
			720.00
113369	03/08/2024	UNITED WAY OF KAW VALLEY INC	5157
UW10240308141		United Way	77.00
UW10240308141		United Way	5.00
UW10240308141		United Way	2.00
UW10240308141		United Way	37.00
UW10240308141		United Way	5.00
UW10240308141		United Way	1.00
			127.00
113370	03/08/2024	UNITED WORKERS OF	10010
3/8/24 ADMIN FE	PAYROLL		-7.40
UNW2240308141		Union Dues - UWETT	660.00
			652.60
113371	03/08/2024	ALFRED BENESCH & COMPANY	12193
272982	62591		27,096.65
			27,096.65
113372	03/08/2024	DOXIM UTILITEC LLC	11892
0424 PA	63391		25,200.00
			25,200.00
113373	03/08/2024	ICC GENERAL CODE INC	12737
GCI0013252	64023		550.85
			550.85
113374	03/08/2024	JOHNSON CONTROLS INC	2546
1 132267828610	64163		12,588.00
			12,588.00
113375	03/08/2024	TFM COMM INC	4914
231552	63302		326.00
232306	62230		433.00
232445	63152		44.63
232447	63765		887.08
			1,690.71
113376	03/08/2024	PARKERSON, JAYE MICHELLE	13365
PTR23 PARKERS	PTR23		260.07
			260.07

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113377 PTR23 ALLEN	03/08/2024 PTR23	ALLEN, RANDALL L 13366	242.41 242.41
113378 PTR23 KLEPPIN	03/08/2024 PTR23	KLEPPIN, DOLLY R 13361	448.63 448.63
113379 PTR23 MARTINE	03/08/2024 PTR23	MARTINEZ, JOSE L 13364	293.84 293.84
113380 PTR23 MCCALL	03/08/2024 PTR23	MCCALL, DARLENE E 13368	215.80 215.80
113381 PTR23 POST	03/08/2024 PTR23	POST, CAROLYN 13363	262.29 262.29
113382 PTR23 SHIELDS	03/08/2024 PTR23	SHIELDS, PATRICIA A 13362	650.00 650.00
113383 PTR23 SMITH	03/08/2024 PTR23	SMITH, DONITA A 13367	494.64 494.64
113384 62889 1	03/08/2024 62889	EMCON INC 1523	55,597.50 55,597.50
113385 62947 3556 SW 1 63895 5208 SW 2 63896 2223 SW C 63897 1136 SW V 63905 1274 NW C 63907 738 SW G, 63963 5428 SW 1 64035 5701 SW 2	03/08/2024 62947 63895 63896 63897 63905 63907 63963 64035	TAZCO INC 4885	2,180.00 1,520.00 1,310.00 2,775.00 1,780.00 3,150.00 1,812.00 3,220.00 17,747.00
113386 00002189 00002190 00002191 00002192 00002193 00002194 00002195 00002196 00002197 00002198 00002199	03/15/2024 63404 63404 63404 63404 63404 63404 63404 63404 63041 63041 63041	CTCR INC 1194	900.00 3,890.55 645.70 1,161.00 1,185.00 630.00 1,201.20 384.80 243.00 431.25 567.00 11,239.50
113387 62760 5820 SW I 63072 1025 SW M 63073 919 SW M, 63228 2504 SW F 63468 3525 SW A 63908 633 SW P 63959 1937 SW F 64069 2300 SE JI 64096 2887 SW M	03/15/2024 62760 63072 63073 63228 63468 63908 63959 64069 64096	DAPRATO CONSTRUCTION 12961	2,469.75 3,595.00 2,855.00 9,581.50 8,394.00 3,477.75 4,065.00 2,034.00 5,218.00 41,690.00
113388 0751061	03/15/2024 64091	FERGUSON ENTERPRISES INC 1639	600.00 600.00

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113389	03/15/2024	911 CUSTOM LLC	8345
54924A	63257		5,854.36
54924B	63257		5,265.60
55461C	63163		44,919.00
113390	03/15/2024	A-1 RENTAL INC	20
79639	63201		95.00
113391	03/15/2024	ADS LLC	60
35769 0224	63046		18,630.00
113392	03/15/2024	ARAMARK UNIFORM & CAREER	9589
2801443359	63337		28.24
2801443590	63264		125.83
2801443591	63337		27.97
2801443593	63337		16.11
2801443603	63877		143.26
2801443604	63877		45.69
2801443605	63877		58.59
2801443606	63877		8.99
113393	03/15/2024	BARTLETT & WEST ENGINEERS	391
730096104	39911		18,380.45
730096106	62715		726.70
730096109	55203		27,000.00
730096119	60844		2,310.00
730096201	57184		2,870.00
113394	03/15/2024	BERMUDEZ, OSCAR	10602
61332 1	61332		90,965.60
62543 SW 8TH &	62543		5,317.50
62674 1	62674		72,258.00
63473 4824 SW 1	63473		3,179.00
63502 1401 SW V	63502		4,786.00
63591 1335 SW F	63591		3,230.00
63719 5700 SW 1	63719		2,386.75
64005 3132 SE K	64005		3,714.00
64280 125 NE 46	64280		3,428.60
113395	03/15/2024	BLUE CROSS BLUE SHIELD INC	528
19544616	63512		115,506.05
113396	03/15/2024	BLUE CROSS BLUE SHIELD INC	528
W/E 03/12/2024	63512		325,781.59
113397	03/15/2024	BORDER STATES INDUSTRIES INC	10997
927884034	62961		219.53
927884957	62961		9.14
927899382	62961		221.51
927900417	62961		172.29
927900467	63425		189.26
927906841	63425		82.46
113398	03/15/2024	BPB HOLDING CORP	12379
P70532833	63363		22.08
113399	03/15/2024	CASCO INDUSTRIES INC	839
259663	63622		6,518.00
113400	03/15/2024	CBK INC	1023
2024 02 29 LC58	63400		9,023.60
2024 02 29 LC58	63615		174.17

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2024 02 29 LC58	63400		86.98
113401 721427	03/15/2024 63715	CBS DOOR & HARDWARE LLC 11696	200.00
113402 PSI24 03956 PSI24 04047	03/15/2024 63202 63202	CENTRAL SALT LLC 8550	4,693.17 2,276.43 2,416.74
113403 564791 565446 565541 565542 565543 565544 565848 567452	03/15/2024 63405 63405 63042 63405 63405 63405 63405 63405 63405	CONCRETE SUPPLY OF TOPEKA 1066	9,438.50 300.00 361.00 815.00 522.00 870.00 2,610.00 1,350.50 2,610.00
113404 573754 573758	03/15/2024 63235 63235	CONRAD FIRE EQUIPMENT 1073	826.01 687.25 138.76
113405 164159	03/15/2024 64403	COPY CENTER OF TOPEKA 1107	878.00 878.00
113406 W/E 03/07/24	03/15/2024 63614	DELTA DENTAL OF KANSAS INC 1323	12,240.64 12,240.64
113407 19908707 022324 23137221 022024 23137994 022024 23139100 022024 23139291 022024	03/15/2024 63625 63966 63860 63182 63640	DS SERVICES OF AMERICA INC 13004	364.19 96.92 51.54 11.00 118.37 86.36
113408 59409 7 SEWER 59409 8 SEWER 59409 8 WATER 59409 9 SEWER	03/15/2024 59409 59409 59409 59409	EMERSON CONSTRUCTION INC 1527	15,589.80 1,134.00 2,095.20 9,276.75 3,083.85
113409 80201	03/15/2024 64260	EPIC SUPPLY LLC 1552	498.60 498.60
113410 3589069 000 3616017 000	03/15/2024 63519 63519	EQUIPMENTSHARE.COM.INC 12197	9,464.76 535.16 8,929.60
113411 CO2374543	03/15/2024 63390	ETHANOL PRODUCTS LLC 9576	3,865.00 3,865.00
113412 3800045287	03/15/2024 63414	EUROFINS EATON ANALYTICAL INC 8594	91.88 91.88
113413 906332335	03/15/2024 63703	EWT HOLDING III CORP 9747	15,905.75 15,905.75
113414 CD2411003275 CD2411003276	03/15/2024 63412 63412	EXPERIAN INFORMATION SOLUTIONS 5760	230.33 178.33 52.00

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113415 62051 1	03/15/2024 62051	FARMER EXCAVATING INC 12332	104,086.80 104,086.80
113416 0055795 0055796 0172963	03/15/2024 63416 63416 63416	FISHER SCIENTIFIC COMPANY LLC 4949	718.47 349.84 281.06 87.57
113417 62335 618 SW KI 62544 905 SW OI 62549 1844 SW F 63105 1445 SW C 63106 1315 SW F 63222 3300 SW \ 63898 2937 SW E 63904 SW 13TH 64325 5428 SW 1 64329 SW 40TH	03/15/2024 62335 62544 62549 63105 63106 63222 63898 63904 64325 64329	FIT EXCAVATING INC 3126	50,093.38 3,261.80 5,671.50 3,478.50 6,182.88 4,293.60 4,046.00 1,430.80 4,111.30 10,690.00 6,927.00
113418 114809532 114812350	03/15/2024 63262 63262	FLEETPRIDE INC 7822	204.67 46.67 158.00
113419 PS200220013	03/15/2024 63265	FOLEY EQUIPMENT COMPANY 9605	188.84 188.84
113420 T22146 04	03/15/2024 63605	FOLEY SUPPLY INC 11340	7,859.15 7,859.15
113421 027082843 027101528 027131794 027164411	03/15/2024 64086 64086 64086 64086	GALLS PARENT HOLDINGS LLC 11211	13,977.67 12,652.08 126.20 123.76 1,075.63
113422 58842 13	03/15/2024 58842	GARNEY COMPANIES INC 5785	1,374,771.50 1,374,771.50
113423 CTU01 S0324	03/15/2024 64114	GOLD STANDARD DIAGNOSTICS CORP 12644	8,000.00 8,000.00
113424 564865	03/15/2024 63421	HAMM INC 6576	3,261.16 3,261.16
113425 2282 2283	03/15/2024 63513 64157	HERNLY ENVIRONMENTAL INC 9487	1,175.00 725.00 450.00
113426 9205638812	03/15/2024 64137	HOWMEDICA OSTEONICS CORP 13219	4,352.00 4,352.00
113427 148307	03/15/2024 61836	JEO CONSULTING GROUP INC 11840	30,197.50 30,197.50
113428 16 288933 01	03/15/2024 63283	KAN EQUIPMENT INC 2621	104.41 104.41
113429 3064679A 3064679B 3064680	03/15/2024 63654 64025 63454	KANSAS PERSONNEL SERVICES INC 2849	7,151.74 378.08 1,266.13 778.40

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3064683	64002		576.50
3064726A	63654		962.93
3064726B	64025		729.75
3064727	63454		720.02
3064730	63777		797.51
3064731	64002		700.56
3064733	63777		241.86
113430	03/15/2024	KANSAS SECURED TITLE 2747	1,650.00
SN063414	63758		1,500.00
SN063441	63758		150.00
113431	03/15/2024	LEWIS LEGAL NEWS INC 11367	79.00
L16941	60278		79.00
113432	03/15/2024	LIGHTHOUSE CONTRACTING INC 3061	21,600.00
1501WAYNE 1	62869		11,600.00
3204IRV 1	63792		10,000.00
113433	03/15/2024	LINEAGE MAILING SERVICES LLC 9223	11,697.90
208860	60321		1,108.79
209626	64028		1,108.79
NOVEMBER 202:	POSTAGE		9,480.32
113434	03/15/2024	MARMIC FIRE & SAFETY CO INC 13003	1,299.87
C900042	64424		433.29
C900049	64424		433.29
C900054	64424		433.29
113435	03/15/2024	MILLS, RICKY A 3457	323.32
63688 FEB 2024	63688		323.32
113436	03/15/2024	MISSOURI DOOR CO INC 3747	4,008.48
52144	63499		1,092.70
52178	63499		2,370.78
52180	63499		545.00
113437	03/15/2024	MULLINS, CHAD S 13141	3,000.00
00253	64216		3,000.00
113438	03/15/2024	MUNICIPAL EMERGENCY SERVICES 3572	1,420.19
IN2010472	63993		1,420.19
113439	03/15/2024	ONE GAS INC 2707	12,378.42
1144744300-2.24		1115 NE POPLAR BLDG A	961.28
1144745745-2.24		2521 SE 2ND ST (C2)	311.61
2164679945-2.24		1115 NE POPLAR	3,905.87
3155014682-2.24		500 NE STRAIT	136.41
4144746564-2.24		3245 NW WATERWORKS	1,834.49
4144752136-2.24		545 NE LAKE	44.59
7142366182-2.24		215 SE 7TH - 91.38%	1,643.84
7142366182B-2.2		215 SE 7TH - IT/ERP 7.32%	131.68
7142366182C-2.2		215 SE 7TH - LEGAL SPEC LIABIL	23.39
7144745545-2.24		1600 NW BUTTON	1,538.44
7155014382-2.24		2521 SE 2ND ST '(C1)	483.74
8144744009-2.24		1200 NE DIVISION	267.03
9145210518-2.24		320 S KANSAS AVE	1,096.05
113440	03/15/2024	PACE ANALYTICAL SERVICES 3794	275.00
2460201261	63436		275.00
113441	03/15/2024	POMPS TIRE SERVICE INC 10675	956.17

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1160071967	63294		15.90
1160072888	63294		71.00
1160072925	63294		315.52
1160072927	63294		329.00
1160072982	63294		161.15
1160073007	63294		63.60
113442	03/15/2024	PRUETT, MELODEE K 9855	1,250.00
64161 1	64161		1,250.00
113443	03/15/2024	R E PEDROTTI COMPANY 4067	3,237.00
15671	61937		219.00
15710	61937		2,376.00
15711	60644		642.00
113444	03/15/2024	RANDY LONG TRUCKING LLC 4105	108,700.00
24101	63430		108,700.00
113445	03/15/2024	REIN, LINNEA S 4166	79.50
694438	63689		79.50
113446	03/15/2024	REVIZE LLC 13257	69,550.00
17224	62918		69,550.00
113447	03/15/2024	ROBERT ARMSTRONG 255	15,777.00
5177	62118		1,800.00
5178	61321		7,892.00
5179	62285		300.00
5180	62645		2,000.00
5181	62935		1,985.00
5182	61662		1,800.00
113448	03/15/2024	RUSH TRUCK CENTERS 12611	1,560.04
3035610104	63297		186.58
3036124488	63297		1,933.39
3036134893	63297		-559.93
113449	03/15/2024	SBB ENGINEERING LLC 8999	7,070.00
7471	57729		7,070.00
113450	03/15/2024	SCHWERDT DESIGN GROUP 4427	51,533.30
48029	63628		7,123.30
48030	64075		44,410.00
113451	03/15/2024	SHILLING ASPHALT INC 11935	4,643.21
4852	64349		4,643.21
113452	03/15/2024	SPENCER & COMPANY 2321	102.13
S 2 8452	63553		102.13
113453	03/15/2024	STAPLES CONTRACT N COMMERCIAL 4725	2,880.79
3559928419	64168		55.26
3560012978	64148		295.09
3560012979	64180		85.14
3560012980	64181		53.58
3560075931	64196		100.22
3560075941	64214		173.86
3560075942	64215		64.17
3560075945	64203		196.97
3560203819	64235		429.07
3560203820	64242		207.45
3560203830	64224		429.88

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3560203831	64230		98.18
3560203832	64233		53.67
3560203833	64233		28.80
3560203834	64234		127.30
3560203835	64238		482.15
113454	03/15/2024	STRATEGIC GOVERNMENT RESOURCES 10752	7,999.45
2024 107724	63563		7,999.45
113455	03/15/2024	SUNBELT RENTALS INC 12727	125.00
133089585 0017	64020		125.00
113456	03/15/2024	SUNFLOWER PAVING INC 4815	20,439.00
63469 1400 SW F	63469		6,127.00
64246 2020 SW V	64246		14,312.00
113457	03/15/2024	TOPEKA HABITAT FOR HUMANITY 7178	34,721.85
1598759	62766		19,757.00
31220241234	62767		14,964.85
113458	03/15/2024	TRAFFIC CONTROL CORPORATION 8892	5,375.00
149169	63805		5,375.00
113459	03/15/2024	U S LIME COMPANY - ST CLAIR 5117	35,064.72
195951	63389		6,991.74
195968	63389		7,011.27
195990	63389		7,100.55
196033	63389		13,961.16
113460	03/15/2024	UMB BANK NA 5127	54,361.05
PCARD03082024			54,361.05
113461	03/15/2024	UNIFIRST CORPORATION 5134	357.87
1910044661	63039		18.60
1910044662	63039		7.92
1910044663	63039		6.60
1910044664	63039		16.52
1910044665	63039		11.46
1910044789	63039		8.80
1910045939	63039		18.60
1910045940	63039		7.92
1910045941	63039		6.60
1910045942	63039		16.52
1910045943	63039		11.46
1910046070	63039		8.90
1910046200	63348		15.16
1910046201	63491		1.88
1910046202	63491		4.64
1910046203	63491		4.86
1910046205	63348		24.93
1910046206	63348		8.52
1910046207	63504		12.81
1910046531	63504		46.85
1910046635	63450		98.32
113462	03/15/2024	USIC HOLDINGS INC 12300	223.60
642285	63583		223.60
113463	03/15/2024	VANDERBILT'S NO 6 5199	159.99
511068	63347		159.99
113464	03/15/2024	VERIZON CONNECT INC 12038	120.00
300000056430	63203		120.00

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113465 94348	03/15/2024 60606	WESTECH ENGINEERING INC 5378	30,192.25 30,192.25
113466 PTIN0019714	03/15/2024 60788	WOOLPERT INC 5533	9,862.50 9,862.50
113467 59375 4 SALARIES Q4 20	03/15/2024 59375 60876	YWCA NORTHEAST KANSAS 5583	96,431.00 18,158.03 114,589.03
113468 N747299 N747842	03/15/2024 63463 64094	NEPTUNE TECHNOLOGY GROUP INC 3658	14,801.10 395.40 15,196.50
113469 CAR102-0324A	03/15/2024	ARROW PROPERTY MANAGEMENT SERV S + C March 2024 Payment 13221	472.00 472.00
113470 HUR103-0324A	03/15/2024	BRUDER INVESTMENTS LLC S + C March 2024 Payment 11801	50.00 50.00
113471 BRO101-0324A	03/15/2024	LAIRD SR, RICHARD D S + C March 2024 Payment 6519	25.00 25.00
113472 06254510 06254511 06254606	03/15/2024 63188 63188 63188	BERRY COMPANIES INC 5408	313.42 222.13 23.20 558.75
113473 142049 142225 142245	03/15/2024 62962 63399 63399	CAPITAL BELT & SUPPLY INC 776	950.25 359.60 289.09 1,598.94
113474 1145958 40073740 JQ0231	03/15/2024 63308 63308 63308	CAPITAL CITY OIL CO INC 778	66.62 25,072.90 1,025.47 26,164.99
113475 U372888 U382753 U400422 U400423	03/15/2024 64112 64119 62540 63882	CORE & MAIN LP 2146	8,704.00 21,879.02 4,838.00 792.64 36,213.66
113476 5262835	03/15/2024 61155	DEUTZ CORPORATION 13101	17,525.59 17,525.59
113477 P 83328 0 P 83376 0 P 83418 0 P 83435 0	03/15/2024 63263 62966 63263 63263	FLU-CON INC 1729	25.44 15.47 51.56 16.74 109.21
113478 9031341036	03/15/2024 64269	GRAINGER 1964	239.28 239.28
113479 9336055042	03/15/2024 64169	GRAYBAR 1977	6,008.40 6,008.40
113480 FTI CN004209	03/15/2024 63449	HD SUPPLY INC 12991	-95.00 581.15

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INV00028097	63449		323.40
INV00282473	63449		352.75
113481	03/15/2024	JOHN G LEVIN 3071	260.00
232617	63024		210.00
278499	63147		50.00
113482	03/15/2024	JOHNSON CONTROLS US HOLDINGS 12157	4,014.57
23982121	63714		476.00
51675597	63714		3,538.57
113483	03/15/2024	KANSAS SAND & CONCRETE INC 2744	4,400.45
90529358	63428		870.50
90529377	63428		309.10
90529616	63428		1,479.85
90529854	63428		1,741.00
113484	03/15/2024	SAFETY SUPPLIES 4336	306.55
SSI 240222	62982		157.40
SSI 240227	62982		126.00
SSI 240238	63440		23.15
113485	03/15/2024	SALISBURY SUPPLY COMPANY INC 4352	467.22
347236	63439		94.88
347237	63035		91.86
347629	63439		9.98
347642	63439		23.42
347782	63439		54.53
347792	63035		192.55
113486	03/15/2024	SAMCO INC 4355	4,532.60
2303616	63810		949.47
2400182	63810		2,454.55
2400258	63810		424.58
2400340	63810		199.50
2400359	63810		504.50
113487	03/15/2024	STANION WHOLESALE ELECTRIC CO 13282	6,750.00
5668855 00	63611		6,750.00
113488	03/15/2024	UNIVAR SOLUTIONS USA INC 8443	6,676.32
51880671	63388		6,676.32
113489	03/15/2024	ALFRED BENESCH & COMPANY 12193	9,815.00
273513	61159		4,410.00
273726	63517		5,405.00
113490	03/15/2024	ICC GENERAL CODE INC 12737	814.30
CGI0013379	64023		526.90
GCI0013356	64023		287.40
113491	03/15/2024	SHAWNEE COUNTY 4518	1,098,345.27
FEBRUARY 2024	DE		1,098,345.27
113492	03/15/2024	TFM COMM INC 4914	297.82
232448	63037		297.82
113493	03/15/2024	GILCHRIST, JUNE 13383	191.60
PTR23 GILCHRIS	PTR23		191.60
113494	03/15/2024	RAILEY, MARILYN B 13384	542.16
PTR23 RAILEY	PTR23		542.16

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113495 63906 3119 SW N	03/15/2024 63906	TAZCO INC 4885	2,806.00 2,806.00
113496 46390	03/22/2024 64478	HENSON HUTTON MUDRICK GRAGSON 2199	620.00 620.00
113497 00000021124032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	433.05 433.05
113498 00000022224032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	323.08 323.08
113499 00000034024032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	277.38 277.38
113500 00000034324032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	249.23 249.23
113501 00000034824032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	183.29 183.29
113502 00000063324032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	266.31 266.31
113503 00000075424032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	209.08 209.08
113504 00000077924032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	263.15 263.15
113505 00000085324032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	276.92 276.92
113506 00000092424032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	147.23 147.23
113507 00000093624032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	346.15 346.15
113508 00000097324032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	345.23 345.23
113509 00000107224032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	546.92 546.92
113510 00000112424032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	109.62 109.62
113511 00000215424032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	115.38 115.38
113512 00000224424032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	487.85 487.85
113513 00000225024032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	235.38 235.38
113514 00000225924032	03/22/2024	STATE OF KANSAS Child Support - Amt 2732	412.74 412.74

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113515 00000226224032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 424.15
113516 00000241324032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 177.69
113517 00000247424032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 574.20
113518 00000247824032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 470.77
113519 00000251524032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 194.77
113520 00000270524032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 997.38
113521 00000285524032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 193.38
113522 00000299624032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 62.31
113523 00000299624032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 120.46
113524 00000316224032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 46.15
113525 00000325524032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 530.77
113526 00000347124032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 145.38
113527 00000347224032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 96.92
113528 00000347724032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 24.92
113529 00000347824032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 101.54
113530 00000347824032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 191.54
113531 00000348824032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 91.85
113532 00000349224032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 100.15
113533 00000350024032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 153.69
113534 00000350024032	03/22/2024	STATE OF KANSAS Child Support - Amt	2732 287.08
113535	03/22/2024	STATE OF KANSAS	2732 199.85

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
00000352024032		Child Support - Amt	199.85
113536	03/22/2024	STATE OF KANSAS 2732	16.15
00000353224032		Child Support - Amt	16.15
113537	03/22/2024	STATE OF KANSAS 2732	399.88
00000355724032		Child Support - Amt	399.88
113538	03/22/2024	STATE OF KANSAS 2732	131.58
00000362924032		Child Support - Amt	131.58
113539	03/22/2024	STATE OF KANSAS 2732	136.15
00000366224032		Child Support - Amt	136.15
113540	03/22/2024	STATE OF KANSAS 2732	69.23
00000366224032		Child Support - Amt	69.23
113541	03/22/2024	STATE OF KANSAS 2732	54.46
00000370124032		Child Support - Amt	54.46
113542	03/22/2024	STATE OF KANSAS 2732	73.62
00000372724032		Child Support - Amt	73.62
113543	03/22/2024	STATE OF KANSAS 2732	11.54
00000372824032		Child Support - Amt	11.54
113544	03/22/2024	STATE OF KANSAS 2732	369.23
00000376124032		Child Support - Amt	369.23
113545	03/22/2024	BETTIS ASPHALT & CONSTRUCTION 470	387,172.75
58455 FINAL	58455		387,172.75
113546	03/22/2024	CORNERSTONE OF TOPEKA INC 1116	83,743.85
30490	61183		42,242.47
30491	61888		41,501.38
113547	03/22/2024	CTCR INC 1194	17,230.40
00002205	63404		2,064.00
00002206	63404		1,114.75
00002207	63404		1,252.80
00002208	63404		2,849.00
00002209	63404		2,226.50
00002210	63404		252.00
00002211	63404		882.00
00002212	63404		541.80
00002213	63404		405.00
00002214	63404		1,093.50
00002215	63404		940.50
00002216	63404		158.00
00002217	63404		499.50
00002218	63404		884.50
00002219	63404		753.00
00002220	63404		340.40
00002221	63404		130.50
00002222	63404		336.40
00002223	63404		362.25
00002224	63404		90.00
00002225	63041		54.00
113548	03/22/2024	DAPRATO CONSTRUCTION 12961	10,634.75
63493 421 SE 21.	63493		10,634.75

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113549 22839	03/22/2024 63285	KANSASLAND TIRE INC OF HAYS KS 13228	275.12 275.12
113550 55461D	03/22/2024 63163	911 CUSTOM LLC 8345	23,792.75 23,792.75
113551 79599	03/22/2024 63140	A-1 RENTAL INC 20	240.00 240.00
113552 64363	03/22/2024 64363	ADVANCED BIOHAZARD CLEANUP LLC 12664	200.00 200.00
113553 36 54 639822 0	03/22/2024 63874	ALS GROUP USA CORP 12689	2,588.75 2,588.75
113554 10380	03/22/2024 63601	ALTERNATIVES EAP LLC 8445	3,085.59 3,085.59
113555 8480124981	03/22/2024 63981	ANDRITZ SEPARATION INC 222	4,287.97 4,287.97
113556 280001778 280001779 280001783 2801433402 2801438530 2801441837 2801445206 2801445412 2801445413 2801445416 2801445428 2801445429 2801445430 2801445431 2801445489	03/22/2024 63877 63337 63877 63877 63877 63337 63337 63264 63337 63337 63877 63877 63877 63877 63877 63877	ARAMARK UNIFORM & CAREER 9589	-131.56 -60.73 -300.44 355.80 274.82 65.11 28.24 131.15 27.97 16.11 143.26 45.69 50.59 8.99 78.23
113557 69538	03/22/2024 63386	BAKER SERVICES INC 13090	5,427.07 5,427.07
113558 00730095964 730095049 730095483 730095918 730095919 730095920 730095921 730095926 730095927 730095961 730095968 730095969 730095971 730096105 730096110 730096114 730096115 730096122	03/22/2024 42207 57214 57214 63962 54896 57214 60742 60459 56050 57377 57214 58765 58765 46657 62652 46827 60995 51677	BARTLETT & WEST ENGINEERS 391	3,135.00 30,370.02 34,703.36 1,470.98 20,320.00 61,715.30 11,110.88 850.95 4,000.00 569.32 59,860.72 43.75 6,005.50 534.75 71,815.28 31,025.82 4,000.00 26,947.34
113559 64301 123 SE M/	03/22/2024 64301	BERMUDEZ, OSCAR 10602	6,436.50 34,138.48

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
64304	2404 SE 2 64304		1,200.00
64336	1646 SW V 64336		15,331.00
64385	3600 SW F 64385		4,732.63
64386	1805 SW 7 64386		6,438.35
113560	03/22/2024 W/E 03/19/2024	BLUE CROSS BLUE SHIELD INC 528	265,860.17
113561	03/22/2024 927915219	BORDER STATES INDUSTRIES INC 10997	114.27
113562	03/22/2024 2024 02 29 LC58 2024 02 29 LC58 2024 02 29 LC58	CBK INC 1023	1,723.43
113563	03/22/2024 PW72210	CDW LLC 10026	1,275.16
113564	03/22/2024 FEBRUARY 2024 CID WAN HILLS	CITY CENTER ASSOCIATES LLC 12090	36,141.22
113565	03/22/2024 14129 14130 14229 14230	COMMERCIAL TIRE CENTERS INC 12082	4,834.09
113566	03/22/2024 2024 UTILITY AS	COMMUNITY RESOURCES COUNCIL 1056	30,000.00
113567	03/22/2024 566461	CONCRETE SUPPLY OF TOPEKA 1066	1,783.50
113568	03/22/2024 INV 2024 07609 INV 2024 07610	CONTINUANT INC 11415	1,173.66
113569	03/22/2024 12339	CYCLEZONE LLC 11780	131.00
113570	03/22/2024 10733288694	DELL MARKETING LP 1319	4,399.50
113571	03/22/2024 W/E 03/14/2024	DELTA DENTAL OF KANSAS INC 1323	11,075.39
113572	03/22/2024 082991 099336	DILLONS COMPANIES INC 2918	50.41
113573	03/22/2024 3875	DRIGGS DESIGN GROUP PA 13068	1,486.80
113574	03/22/2024 DK SINVP10408E	DURKIN EQUIPMENT CO 1451	2,685.83
113575	03/22/2024 63691 FEB 2024	ENDSLEY, BYRON L 10136	1,521.44
113576	03/22/2024 3623503 000	EQUIPMENTSHARE.COM.INC 12197	122,136.26

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
113577	03/22/2024	ETHANOL PRODUCTS LLC 9576	7,795.00
CO2375085	63390		3,870.60
CO2375528	63390		3,924.40
113578	03/22/2024	EWT HOLDING III CORP 9747	2,250.00
906348296	63703		2,250.00
113579	03/22/2024	EXELON CORPORATION 8898	36,160.26
3990043- 03.24		Chall Common	4,440.06
3990043- 03.24D		201 N TOPEKA - FORESTRY	2,936.16
3990043- 03.24G		1115 NE POPLAR ST	13,002.76
3990043- 03.24H		1600 NW BUTTON RD	5,002.99
3990043- 03.24I		1901 SW WESTERN	1,278.16
3990043- 03.24J		620 SE MADISON	1,805.65
3990043- 03.24P		320 S KANSAS AVE	2,861.97
3990043- 03.24T		3245 NW WATER WORKS DR	4,832.51
113580	03/22/2024	FISHER SCIENTIFIC COMPANY LLC 4949	142.80
0293942	63416		142.80
113581	03/22/2024	FIT EXCAVATING INC 3126	31,878.85
63225 2147 SE JI	63225		3,008.85
64067 430 SE BF	64067		8,185.00
64267 1223 SW F	64267		16,220.00
64268 1223 SW F	64268		4,465.00
113582	03/22/2024	FOLEY EQUIPMENT COMPANY 9605	1,283.51
SS300050865	63265		1,283.51
113583	03/22/2024	FRIENDS OF THE TOPEKA ZOO 1794	1,266.61
FOTZ240322161		Friends of the Topeka Zoo Pass	176.21
FOTZ240322161		Friends of the Topeka Zoo Pass	242.44
FOTZ240322161		Friends of the Topeka Zoo Pass	45.18
FOTZ240322161		Friends of the Topeka Zoo Pass	25.00
FOTZ240322161		Friends of the Topeka Zoo Pass	49.85
FOTZ240322161		Friends of the Topeka Zoo Pass	8.84
FOTZ240322161		Friends of the Topeka Zoo Pass	144.86
FOTZ240322161		Friends of the Topeka Zoo Pass	54.19
FOTZ240322161		Friends of the Topeka Zoo Pass	454.20
FOTZ240322161		Friends of the Topeka Zoo Pass	65.84
113584	03/22/2024	GALLS PARENT HOLDINGS LLC 11211	867.52
027220086	64086		867.52
113585	03/22/2024	GENUINE PARTS COMPANY 1873	35,011.93
105242024	60097		10,141.27
112242024	60097		483.44
113242024	60097		2,053.96
113242024 SS	60797		256.96
1312024	60097		22,076.30
113586	03/22/2024	GRAY MANUFACTURING CO INC 7557	3,581.71
971966	64376		3,581.71
113587	03/22/2024	GSC ENTERPRISES INC 12609	28.00
202402	63369		28.00
113588	03/22/2024	HARRIS & SONS ENTERPRISES INC 7996	42,565.20
62751 4901 SW C	62751		23,238.20
64077 3611 SW E	64077		19,327.00

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113589	03/22/2024	HYSPECO INC 13342	150.95
00701303	64264		8.04
00702154	64264		142.91
113590	03/22/2024	JEO CONSULTING GROUP INC 11840	19,286.25
148276	60822		3,562.50
148603	62236		15,723.75
113591	03/22/2024	KAN EQUIPMENT INC 2621	221.37
16 288779	63283		221.37
113592	03/22/2024	KANSAS HEAVY CONSTRUCTION LLC 9260	658,273.23
2300 3	61363		273,701.88
2310 2	61440		384,571.35
113593	03/22/2024	KANSAS ONE CALL SYSTEM INC 2728	2,521.20
4020497	63607		2,521.20
113594	03/22/2024	KANSAS PERSONNEL SERVICES INC 2849	8,359.82
3064684	64426		950.76
3064732	64426		2,112.80
3064779	64025		1,298.97
3064780	63654		945.20
3064783	64002		722.45
3064784	64426		2,112.80
3064785	63777		216.84
113595	03/22/2024	KANSAS STATE TREASURER 2757	35,325.87
FEBRUARY 2024	DE		35,325.87
113596	03/22/2024	KBS CONSTRUCTORS INC 2645	91,532.57
24 0235	60872		30,256.17
24 0239	60828		18,000.23
24 0240	60828		43,276.17
113597	03/22/2024	LANDMARK STRUCTURES I LP 12424	51,039.00
61412 6	61412		51,039.00
113598	03/22/2024	LANGUAGE LINE SERVICES INC 2967	897.33
11228917	63644		198.61
11244743	63429		698.72
113599	03/22/2024	LETTS VANKIRK & ASSOCIATES 11233	9,332.00
18163	63674		9,332.00
113600	03/22/2024	LEWIS LEGAL NEWS INC 11367	9.00
L17029	60278		9.00
113601	03/22/2024	LIGHTHOUSE CONTRACTING INC 3061	2,855.00
3120HFL	61600		2,855.00
113602	03/22/2024	LINEAGE MAILING SERVICES LLC 9223	11,430.63
FEBRUARY 2024	POSTAGE		11,430.63
113603	03/22/2024	MATHESON TRI-GAS INC 7179	884.53
52308039	63340		332.63
52308040	63340		98.08
52308041	63340		98.08
52308044	63433		70.35
52308045	63433		285.39
113604	03/22/2024	MERI-CRETE LLC 12044	21,146.30

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62858	2219 SW 1 62858		13,679.60
63231	1520 SW E 63231		4,165.00
64008	404 SW 9T 64008		3,301.70
113605	03/22/2024	MICHAEL & SONS INC 3377	20,010.00
64387	CLEAN UF 64387		12,268.00
64400	CLEAN UF 64400		7,742.00
113606	03/22/2024	MILLS, RICKY A 3457	986.03
63688	FEB ADD : 63688		345.29
63688	FEB ADD : 63688		640.74
113607	03/22/2024	MINNESOTA ELEVATOR INC 7834	8,415.55
1060648	63728		3,437.00
1061281	63728		4,978.55
113608	03/22/2024	MISSOURI DOOR CO INC 3747	647.06
52201	63499		411.40
52323	63499		235.66
113609	03/22/2024	NATIONAL BACKGROUND 9744	2,040.50
95330	63952		2,040.50
113610	03/22/2024	NEW LIFE BAPTIST CHURCH 13251	50.00
2024 1	64448		50.00
113611	03/22/2024	ONE GAS INC 2707	3,101.86
0160108282-3.24		2101 SW URISH	291.14
144743927-3.24		1419 NE SEWARD	118.03
2144746645-3.24		813 SW CLAY	222.36
4144747382-3.24		2700 SW FAIRLAWN	395.29
4144752045-3.24		5963 SW 10TH	134.10
4156677591-3.24		1901 SW WESTERN	44.59
5144746918-3.24		720 SW 21ST	668.40
5145208391-3.24		504 NW WINTER	315.43
5162940345-3.24		6305 SW 9TH ST	94.72
8144744873-3.24		934 NE QUINCY	134.10
9144745491-3.24		2000 NW 17TH	434.38
9144747164-3.24		1215 SW OAKLEY	249.32
113612	03/22/2024	PACE ANALYTICAL SERVICES 3794	275.00
2460201666	63031		275.00
113613	03/22/2024	PAYMENTUS CORPORATION 12578	16,809.37
INV 15 144454	ACH DEBT		16,809.37
113614	03/22/2024	POMPS TIRE SERVICE INC 10675	1,090.06
1160073137	63294		1,090.06
113615	03/22/2024	PREMIER WORKSITE SOLUTIONS LLC 10540	2,825.00
2860	63633		2,825.00
113616	03/22/2024	PUR O ZONE INC 6773	834.22
890841	63490		834.22
113617	03/22/2024	PVS DX INC 13277	8,913.45
817000362 24	63044		8,913.45
113618	03/22/2024	R E PEDROTTI COMPANY 4067	13,015.00
15759	61937		13,015.00
113619	03/22/2024	REIN, LINNEA S 4166	88.00

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694443	64427		88.00
113620	03/22/2024	ROBERT ARMSTRONG 255	2,452.00
5183	63177		2,000.00
5185	62645		452.00
113621	03/22/2024	RUSH TRUCK CENTERS 12611	1,675.20
3036289736	63297		1,675.20
113622	03/22/2024	SAFEWARE INC 6902	82,373.69
30180144	64175		82,373.69
113623	03/22/2024	SELERIX SYSTEMS INC 11431	2,311.50
INV12547	64032		2,311.50
113624	03/22/2024	SHI INTERNATIONAL CORPORATION 4540	29,540.78
B18017305	64243		29,540.78
113625	03/22/2024	SOUTHWEST JANITORIAL 12258	18,731.00
26592	63838		1,007.00
26593	63838		848.00
26594	63838		371.00
26595	63838		494.00
26596	63838		1,939.80
26597	63838		4,642.80
26598	63584		969.60
26599	63838		2,862.00
26600	63838		3,418.50
26601	63838		530.00
26602	63838		424.00
26603	63838		482.30
26604	63838		742.00
113626	03/22/2024	SPENCER & COMPANY 2321	240.55
S 61382	63322		179.76
S 61387	63553		60.79
113627	03/22/2024	STAPLES CONTRACT N COMMERCIAL 4725	2,110.83
3560358853	64180		29.70
3560358854	64233		9.49
3560358855	64251		40.86
3560358856	64252		352.66
3560358857	64252		32.31
3560358858	64253		38.68
3560358859	64254		94.33
3560569209	64292		549.10
3560862876	64314		141.19
3560862877	64314		8.09
3560996249	64319		133.47
3560996250	64324		26.76
3560996251	64324		488.22
3560996252	64324		88.30
3560996253	64330		77.67
113628	03/22/2024	SUNBELT RENTALS INC 12727	4,143.65
124515782 0025	64020		4,143.65
113629	03/22/2024	SUNFLOWER DESIGN LLC 11469	7,679.20
SD 22 207 5	57900		4,800.00
SD 22 208 3	57899		2,879.20
113630	03/22/2024	SUNFLOWER PAVING INC 4815	116,440.81
61852 2	61852		64,152.80

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64272	1361 SW M 64272		11,648.50
64455	2223 SW 1 64455		16,838.25
64456	1649 SW V 64456		15,376.63
64457	500 SE M/ 64457		8,424.63
113631	03/22/2024	THE GOODYEAR TIRE & RUBBER CO 9375	278.60
123	1065662 63267		278.60
113632	03/22/2024	TOPEKA INDEPENDENT LIVING 5772	80.00
116	63212		80.00
113633	03/22/2024	U S LIME COMPANY - ST CLAIR 5117	27,939.06
196053	63389		6,768.54
196070	63389		7,002.90
196090	63389		7,214.94
196127	63389		6,952.68
113634	03/22/2024	UMB BANK NA 5127	54,980.89
PCARD03152024			54,980.89
113635	03/22/2024	UNIFIRST CORPORATION 5134	180.75
1910046786	63348		15.16
1910046787	63491		1.88
1910046788	63491		4.64
1910046789	63491		4.86
1910046791	63348		24.93
1910046792	63348		8.52
1910046793	63504		12.81
1910047130	63504		46.85
1910047133	63039		18.60
1910047134	63039		7.92
1910047135	63039		6.60
1910047136	63039		16.52
1910047137	63039		11.46
113636	03/22/2024	USIC HOLDINGS INC 12300	35,530.95
644158	63583		35,530.95
113637	03/22/2024	VANDERBILT'S NO 6 5199	1,512.89
509988	63586		154.99
510087	63586		193.98
510135	63347		144.99
510599	63451		164.99
510600	63586		179.99
510996	63586		203.98
511005	63451		184.99
511025	63451		169.99
511218	63586		114.99
113638	03/22/2024	VETERINARY MEDICAL & SURGICAL 5222	2,072.62
178255	63629		80.00
178774	63629		1,992.62
113639	03/22/2024	WEST PUBLISHING CORPORATION 4972	1,289.59
849791878 1	64083		1,289.59
113640	03/22/2024	WHITNEY B DAMRON PA 5418	5,750.00
63730 FEB 2024	63730		5,750.00
113641	03/22/2024	WSP USA INC 10927	96,842.00
40003897	63735		96,842.00

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113642	03/22/2024	YWCA NORTHEAST KANSAS 5583	8,528.09
02 2023	63575		508.57
03 2023	63575		1,796.37
04 2023	63575		1,535.44
05 2023	63575		1,724.40
07 2023	63575		2,948.80
12312023	58989		14.51
113643	03/22/2024	RAPIDSCALE INC 13163	1,009.00
INV00112521	61806		1,009.00
113644	03/22/2024	APPLIED INDUSTRIAL 245	303.59
7029074786	63396		74.49
7029078697	63396		229.10
113645	03/22/2024	BERRY COMPANIES INC 5408	50,307.16
06254350	63188		19.02
06254441	63188		1,490.60
06254499	62978		69.99
06254625	64152		40,315.21
06254635	64152		8,500.00
06255335	63188		-87.66
113646	03/22/2024	CAPITAL BELT & SUPPLY INC 776	463.86
142308	63399		402.50
142330	63399		61.36
113647	03/22/2024	CAPITAL CITY OIL CO INC 778	25,329.90
40074074	63308		23,733.94
JQ0613	63308		1,595.96
113648	03/22/2024	CORE & MAIN LP 2146	10,362.68
U422481	62540		7,406.20
U424918	64231		670.00
U434321	64293		2,286.48
113649	03/22/2024	FASTENAL COMPANY 1619	8.38
KSTOP318396	63259		3.20
KSTOP318532	63259		5.18
113650	03/22/2024	GRAINGER 1964	1,225.21
9032685423	64283		121.95
9033204646	64206		430.00
9034627209	64303		202.59
9035428771	64303		48.17
9037314623	64364		422.50
113651	03/22/2024	GRAYBAR 1977	380.04
9336224100	64169		380.04
113652	03/22/2024	HD SUPPLY INC 12991	190.65
INV00288058	63449		190.65
113653	03/22/2024	JOHNSON CONTROLS US HOLDINGS 12157	852.63
51709702	63714		852.63
113654	03/22/2024	KANSAS SAND & CONCRETE INC 2744	4,874.80
90530835	63428		1,566.90
90530964	63428		3,307.90
113655	03/22/2024	KEY EQUIPMENT & SUPPLY CO 2847	6,331.32
KC211658	63286		1,653.08

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KC211679	63286		280.98
KC211744	63286		2,820.46
KC211821	63286		1,576.80
113656	03/22/2024	SAFETY SUPPLIES 4336	3,707.20
SSI 240253	62982		2,934.00
SSI 240262	62982		438.00
SSI 240264	62982		53.50
SSI 240272	62982		113.10
SSI 240273	62982		110.10
SSI 240274	62982		58.50
113657	03/22/2024	SALISBURY SUPPLY COMPANY INC 4352	800.95
347953	63439		67.15
347961	63035		145.54
347963	63439		20.21
348140	63439		115.73
348153	63035		20.32
348383	63439		432.00
113658	03/22/2024	SAMCO INC 4355	8,983.91
2303888	63680		379.50
2400179	63810		1,061.65
2400223	63810		664.36
2400242	63442		4,815.27
2400325	63810		1,402.16
2400377	63679		244.50
2400381	63810		416.47
113659	03/22/2024	STORMONT VAIL WORK CARE 4783	3,339.00
331130 FEB 2024	64145		112.00
512633 FEB 2024	64145		979.00
512634 FEB 2024	64145		75.00
512636 FEB 2024	64145		850.00
512637 FEB 2024	64145		607.00
512638 FEB 2024	64145		526.00
515184 FEB 2024	64145		90.00
577603 FEB 2024	64145		100.00
113660	03/22/2024	CITY OF TOPEKA FRIENDSHIP FUND 948	532.00
FR102403221611		Friendship Fund	152.00
FR102403221611		Friendship Fund	44.50
FR102403221611		Friendship Fund	26.00
FR102403221611		Friendship Fund	14.00
FR102403221611		Friendship Fund	17.00
FR102403221611		Friendship Fund	18.00
FR102403221611		Friendship Fund	51.50
FR102403221611		Friendship Fund	36.00
FR102403221611		Friendship Fund	137.00
FR102403221611		Friendship Fund	36.00
113661	03/22/2024	COLONIAL LIFE & ACCIDENT 8789	8,642.48
3/22/24 PAYROLL	PAYROLL		4,292.44
3/8/24 PAYROLL	PAYROLL		4,310.46
ADJ ANDERSON	PAYROLL		12.32
ADJ ANDERSON	PAYROLL		12.32
ADJ PARRETT A	PAYROLL		7.47
ADJ PARRETT A	PAYROLL		7.47
113662	03/22/2024	COLONIAL LIFE & ACCIDENT 8789	10,309.73
3/22/24 PAYROLL	PAYROLL		5,102.29
3/8/24 PAYROLL	PAYROLL		5,156.82
ADJ ANDERSON	PAYROLL		15.13

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
ADJ PARRETT C.	PAYROLL		11.83
ADJ PARRETT C.	PAYROLL		11.83
ADJ PARRETT C.	PAYROLL		11.83
113663	03/22/2024	COLONIAL LIFE & ACCIDENT 8789	3,886.37
3/23/24 PAYROLL	PAYROLL		1,914.74
3/8/24 PAYROLL	PAYROLL		1,910.89
ADJ ANDERSON	PAYROLL		14.45
ADJ ANDERSON	PAYROLL		14.45
ADJ BARBER CF	PAYROLL		3.85
ADJ PARRETT C	PAYROLL		9.33
ADJ PARRETT C	PAYROLL		9.33
ADJ PARRETT C	PAYROLL		9.33
113664	03/22/2024	COLONIAL LIFE & ACCIDENT 8789	11,611.06
3/22/24 PAYROLL	PAYROLL		5,709.36
3/8/24 PAYROLL	PAYROLL		5,780.84
ADJ ANDERSON	PAYROLL		32.86
ADJ ANDERSON	PAYROLL		32.86
ADJ BARBER DI	PAYROLL		16.64
ADJ PARRETT D	PAYROLL		19.25
ADJ PARRETT D	PAYROLL		19.25
113665	03/22/2024	DVM INSURANCE AGENCY 12262	1,707.02
3/22/24 PAYROLL	PAYROLL		853.51
3/8/24 PAYROLL	PAYROLL		853.51
113666	03/22/2024	INTERNATIONAL ASSOCIATION OF 2424	9,583.32
3/22/24 ADMIN F	PAYROLL		-14.52
UNI12403221611		Union Dues - IAFF	9,597.84
113667	03/22/2024	KANSAS ASSOCIATION OF PUBLIC 2630	729.21
UNK1240322161		Union Dues - KAPE	62.49
UNK1240322161		Union Dues - KAPE	40.64
UNK1240322161		Union Dues - KAPE	75.51
UNK1240322161		Union Dues - KAPE	40.57
UNK1240322161		Union Dues - KAPE	83.32
UNK1240322161		Union Dues - KAPE	56.51
UNK1240322161		Union Dues - KAPE	94.89
UNK1240322161		Union Dues - KAPE	275.28
113668	03/22/2024	SURENCY LIFE & HEALTH 10654	10,494.80
3/22/24 PAYROLL	PAYROLL		5,242.45
3/8/24 PAYROLL	PAYROLL		5,252.35
113669	03/22/2024	UNITED WAY OF KAW VALLEY INC 5157	127.00
UW10240322161		United Way	72.00
UW10240322161		United Way	5.00
UW10240322161		United Way	5.00
UW10240322161		United Way	2.00
UW10240322161		United Way	37.00
UW10240322161		United Way	5.00
UW10240322161		United Way	1.00
113670	03/22/2024	ALFRED BENESCH & COMPANY 12193	132,809.07
273913	64439		1,084.88
273914	54001		690.00
273919	53772		1,861.74
273922	53772		1,155.00
273924	53772		1,214.00
273925	57003		5,507.14
273926	63737		35,585.00
273927	62102		5,977.50

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273928	63736		6,752.50
273929	61008		14,082.50
274072	58148		14,956.00
274074	60684		3,740.00
274076	60843		27,787.81
274077	62768		1,710.00
274078	63208		3,715.00
274079	64089		6,990.00
113671 GCI0013412	03/22/2024 64023	ICC GENERAL CODE INC 12737	622.70 622.70
113672 231771 231772 231773 231774 231775 231776 231777 231778 231780 231781 231782 231783 231784 231785	03/22/2024 63811 63811 63811 63811 63811 63811 63811 63811 63811 63811 63811 63811 63811 63811	TFM COMM INC 4914	9,347.59 665.00 665.00 665.00 665.00 665.00 665.00 702.59 665.00 665.00 665.00 665.00 665.00 665.00 665.00
113673 24 1574	03/22/2024 63647	TODAYS CLASSROOM LLC 12962	2,104.11 2,104.11
113674 PTR23 BOOS	03/22/2024 PTR23	BOOS, JACQUELINE 13405	295.99 295.99
113675 PTR23 EORTIZ	03/22/2024 PTR23	ORTIZ, EDWARD A 13406	255.12 255.12
113676 PTR23 JSMITH	03/22/2024 PTR23	SMITH, JUNE M 13404	553.25 553.25
113677 63482 1	03/22/2024 63482	EMCON INC 1523	156,388.50 156,388.50
113678 51825 2024	03/29/2024 CONTRACT	COOK & ASSOCIATES LLC 10126	15,833.33 15,833.33
113679 00002227 00002228 00002229 00002230 00002231 00002232 00002233 00002234 00002235 00002236 00002237 00002238 00002239 00002240 00002241 00002242	03/29/2024 63404 63404 63404 63404 63404 63404 63404 63404 63404 63404 63404 63404 63404 63404 63404 63041	CTCR INC 1194	25,291.10 643.50 6,597.00 6,161.95 356.40 942.00 1,578.25 202.50 2,323.20 441.00 1,825.00 1,747.00 170.10 1,144.25 744.75 54.00 141.00

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00002243	63041		56.70
00002244	63041		162.50
113680 INV 0101	03/29/2024 64414	W & K CONTAINER INC 13381	6,000.00 6,000.00
113681 109680 109718 109864 109929 109935	03/29/2024 63162 64517 63162 63162 63162	A 1 LOCK & KEY LLC 13	25.30 228.31 73.16 52.50 284.16 663.43
113682 58421 7 FINAL	03/29/2024 58421	AMINO BROTHERS CO INC 8026	169,802.92 169,802.92
113683 327186	03/29/2024 63653	ANIMAL CLINIC OF NORTH TOPEKA 235	1,503.13 1,503.13
113684 2801447037 2801447128 2801447129 2801447131 2801447139 2801447140 2801447141 2801447142 2801447204	03/29/2024 63337 63264 63337 63337 63877 63877 63877 63877 63877	ARAMARK UNIFORM & CAREER 9589	52.10 131.15 27.97 16.11 140.53 47.78 63.39 8.99 68.23 556.25
113685 64890 64907	03/29/2024 64462 64480	B & R INSULATION INC 325	144,800.00 1,503.61 146,303.61
113686 1073	03/29/2024 63670	BARTLETT & WEST OPERATIONS LLC 12712	31,259.11 31,259.11
113687 63156 3765 SW C 64369 3621 SE H 64423 901 SW G,	03/29/2024 63156 64369 64423	BERMUDEZ, OSCAR 10602	1,467.00 6,298.75 20,071.40 27,837.15
113688 61339 8	03/29/2024 61339	BG CONSULTANTS INC 477	4,600.00 4,600.00
113689 W/E 03/26/2024	03/29/2024 63512	BLUE CROSS BLUE SHIELD INC 528	227,996.48 227,996.48
113690 P70187062	03/29/2024 63363	BPB HOLDING CORP 12379	84.06 84.06
113691 CN025573 IN1617853	03/29/2024 60312 64296	CARAHSOFT TECHNOLOGY 12216	-85,590.00 156,910.69 71,320.69
113692 PX44017	03/29/2024 64337	CDW LLC 10026	2,352.54 2,352.54
113693 PSI24 05065 PSI24 05147	03/29/2024 63202 63202	CENTRAL SALT LLC 8550	4,751.92 6,957.32 11,709.24

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113694	03/29/2024	CENTURY BUSINESS TECHNOLOGIES 870	5,659.84
702003	63239		-156.26
709312	63239		161.34
709456	63239		5,654.76
113695	03/29/2024	CLUB CAR WASH OPERATING LLC 12896	1,950.00
INV6110	63785		1,950.00
113696	03/29/2024	COMMUNITY RESOURCES COUNCIL 1056	80,000.00
2024 FF ADMIN 5	CONTRACT		30,000.00
2024 FF PROG 5	CONTRACT		50,000.00
113697	03/29/2024	CONCRETE SUPPLY OF TOPEKA 1066	4,525.00
567493	63405		1,206.00
567494	63405		1,305.00
568213	63405		274.00
568214	63405		1,740.00
113698	03/29/2024	CONTINENTAL BATTERY COMPANY 11989	510.64
25823240304092	63236		510.64
113699	03/29/2024	DELL FINANCIAL SERVICES LP 1320	29,322.18
3119339	62818		746.81
3145740	49613		4,253.56
3146948	45078		1,108.85
3146950	40622		3,093.13
3147338	48490		4,093.79
3147537	48492		2,260.79
3147940	46314		2,044.89
3148144	60257		7,214.30
3148687	49958		435.12
3209784	49791		4,070.94
113700	03/29/2024	DELTA DENTAL OF KANSAS INC 1323	8,191.70
W/E 03/21/2024	63614		8,191.70
113701	03/29/2024	DENALI WATER SOLUTIONS LLC 12429	31,144.06
INV745603	63672		31,144.06
113702	03/29/2024	DS SERVICES OF AMERICA INC 13004	106.70
23137274 012324	64472		106.70
113703	03/29/2024	DURKIN EQUIPMENT CO 1451	3,228.50
DK SINVP104102	63409		3,228.50
113704	03/29/2024	ECCOVIA INC 11051	12,726.42
23844	63100		12,726.42
113705	03/29/2024	EUROFINS EATON ANALYTICAL INC 8594	91.88
3800046354	63414		91.88
113706	03/29/2024	FARMER EXCAVATING INC 12332	149,514.30
62051 2	62051		149,514.30
113707	03/29/2024	FINNEY & TURNIPSEED 1669	39,316.67
59391 3	59391		39,316.67
113708	03/29/2024	FISHER SCIENTIFIC COMPANY LLC 4949	958.92
0490851	63416		958.92
113709	03/29/2024	FIT EXCAVATING INC 3126	7,798.00
63902 5225 SW 2	63902		7,798.00

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113710 T21787 07	03/29/2024 63605	FOLEY SUPPLY INC	11340 4,774.56	4,774.56
113711 62759 4901 SW C	03/29/2024 62759	HARRIS & SONS ENTERPRISES INC	7996 44,272.00	44,272.00
113712 50485 2024	03/29/2024 CONTRACT	HELPING HANDS HUMANE SOCIETY	2183 29,292.42	29,292.42
113713 2293 2294 2295 2296	03/29/2024 63855 63812 63991 63990	HERNLY ENVIRONMENTAL INC	9487 350.00 350.00 350.00 350.00	1,400.00
113714 00703031	03/29/2024 64262	HYSPECO INC	13342 31.06	31.06
113715 228296	03/29/2024 64295	INFO TECH RESEARCH GROUP INC	9773 74,682.92	74,682.92
113716 1757	03/29/2024 64490	INSIGHT PUBLIC SAFETY AND	11149 1,607.00	1,607.00
113717 50728	03/29/2024 63169	J&D EQUIPMENT INC	162 13,670.87	13,670.87
113718 3064829 3064830 3064831 3064832 3064833 3064834	03/29/2024 64025 63654 64440 64426 64002 63777	KANSAS PERSONNEL SERVICES INC	2849 1,167.60 945.20 1,000.80 2,112.80 350.28 225.18	5,801.86
113719 SN063517	03/29/2024 63758	KANSAS SECURED TITLE	2747 150.00	150.00
113720 22922	03/29/2024 63325	KANSASLAND TIRE INC OF HAYS KS	13228 1,447.90	1,447.90
113721 0000004	03/29/2024 64571	KEEP AMERICA BEAUTIFUL INC	2806 300.00	300.00
113722 INV810132	03/29/2024 62971	KURITA AMERICA INC	12083 1,000.00	1,000.00
113723 2365 2449	03/29/2024 63059 63059	LAWRENCE PEST CONTROL	13255 1,800.00 1,887.50	3,687.50
113724 8651	03/29/2024 64263	LEAGUE OF KANSAS	3010 25.00	25.00
113725 0486479	03/29/2024 64108	LEATHAM FAMILY LLC	4849 2,505.50	2,505.50
113726 LH02/24	03/29/2024 58986	LETS HELP INC	5775 14,939.24	14,939.24
113727	03/29/2024	LEWIS, GAIL A	9952	2,083.33

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51514 2024	CONTRACT		2,083.33
113728	03/29/2024	LIGHTHOUSE CONTRACTING INC 3061	19,050.00
2426OHIOFINAL	62682		4,050.00
316WILSON2	63011		15,000.00
113729	03/29/2024	LINEAGE MAILING SERVICES LLC 9223	23,371.70
DECEMBER 202:	POSTAGE		10,319.09
SEPTEMBER 20:	POSTAGE		13,052.61
113730	03/29/2024	LKQ MIDAMERICA AUTO PARTS INC 8236	600.00
154009077	63290		655.63
154018446	63290		-55.63
113731	03/29/2024	MATHESON TRI-GAS INC 7179	491.31
0029348152	63433		440.44
0029353948	63433		50.87
113732	03/29/2024	MERI-CRETE LLC 12044	3,115.00
64007 829 SW Bl	64007		3,115.00
113733	03/29/2024	MICHAEL & SONS INC 3377	6,538.00
64458 CLEAN UF	64458		6,538.00
113734	03/29/2024	MISSOURI DOOR CO INC 3747	2,447.30
52179	63499		709.77
52377	63675		1,737.53
113735	03/29/2024	NEXUS INTERPRETING LLC 11556	110.00
ADAC 00046	64074		110.00
113736	03/29/2024	ONEILL EXCAVATING INC 10202	40,007.19
446	58781		35,507.19
64495 1039 SE Q	64495		4,500.00
113737	03/29/2024	ONWARD HAULING CO LLC 13217	4,000.00
8936068	64187		4,000.00
113738	03/29/2024	PACE ANALYTICAL SERVICES 3794	1,959.30
2460202171	63031		1,959.30
113739	03/29/2024	POLYDYNE INC 5879	35,550.00
1814627	63387		35,550.00
113740	03/29/2024	PRUETT, MELODEE K 9855	7,500.00
64161 2	64161		3,500.00
64161 3	64161		4,000.00
113741	03/29/2024	RHYTHM ENGINEERING LLC 4192	63,372.00
3681	64016		6,300.00
3693	63794		57,072.00
113742	03/29/2024	ROBERT ARMSTRONG 255	13,499.00
5184	64121		2,968.00
5186	61737		1,200.00
5187	62118		1,631.00
5189	60806		3,500.00
5190	61347		200.00
5191	61051		4,000.00
113743	03/29/2024	RTC MANUFACTURING INC 11926	13,977.60
41877	64205		13,977.60

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113744 3036405722	03/29/2024 63297	RUSH TRUCK CENTERS 12611	85.49 85.49
113745 48050	03/29/2024 62432	SCHWERDT DESIGN GROUP 4427	15,768.00 15,768.00
113746 B18035544 B18046358	03/29/2024 64248 64294	SHI INTERNATIONAL CORPORATION 4540	15,521.52 25,240.64 40,762.16
113747 63741 PART	03/29/2024 63741	SIMILAR MODE UNIFORMS INC 4563	3,719.87 3,719.87
113748 ARV 60679066 ARV 60697065	03/29/2024 64087 64087	SNAP ON INCORPORATED 4641	16,645.10 108,193.15 124,838.25
113749 S 61513 S 61534	03/29/2024 63322 63322	SPENCER & COMPANY 2321	559.56 119.16 678.72
113750 3558422010 3561313135 3561313136 3561403244 3561403245 3561403246 3561403247 3561403248 3561403251 3561536151 3561605389 3561605390	03/29/2024 64352 64334 64342 64314 64347 64348 64361 64365 64350 64383 64383 64390	STAPLES CONTRACT N COMMERCIAL 4725	85.23 1,199.94 121.55 79.89 99.38 45.17 94.34 49.99 277.38 24.94 66.00 49.99 2,193.80
113751 5141596	03/29/2024 62056	STARK COMPRESSION, LLC 13177	718.35 718.35
113752 63554	03/29/2024 63554	STUMBAUGH III, RALPH W 5777	3,500.00 3,500.00
113753 SD 23 280 3	03/29/2024 62634	SUNFLOWER DESIGN LLC 11469	4,307.45 4,307.45
113754 60747 11 64063 1017 SE G 64245 420 (500) S 64580 5800 SW 1 64581 5804 SW 1 64582 4229 SE C 64584 SW 3RD & 64585 1626 SW F	03/29/2024 60747 64063 64245 64580 64581 64582 64584 64585	SUNFLOWER PAVING INC 4815	235,464.45 3,491.00 7,907.50 16,704.88 7,953.00 5,285.50 5,285.50 2,596.00 284,687.83
113755 95020 95027	03/29/2024 63764 63764	THE TIRE CUTTERS INC 5633	673.00 1,477.50 2,150.50
113756 3222024123456	03/29/2024 62767	TOPEKA HABITAT FOR HUMANITY 7178	134,383.62 134,383.62

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113757	03/29/2024	TOPEKA METROPOLITAN TRANSIT	8812
SNCO TAX 03/20	DE		202,523.30
			202,523.30
113758	03/29/2024	TOPEKA PLUMBING &	13126
1400	64491		1,600.00
			1,600.00
113759	03/29/2024	TORGESON TRENCHING SERVICE	5062
2011821	64574		1,000.00
			1,000.00
113760	03/29/2024	U S LIME COMPANY - ST CLAIR	5117
196152	63389		6,961.05
196165	63389		6,849.45
196183	63389		7,178.67
196215	63389		14,290.38
			35,279.55
113761	03/29/2024	UMB BANK NA	5127
PCARD03222024			39,179.27
			39,179.27
113762	03/29/2024	UNIFIRST CORPORATION	5134
1910047392	63348		15.16
1910047393	63504		40.03
1910047394	63491		1.88
1910047395	63491		4.64
1910047396	63491		4.86
1910047398	63348		24.93
1910047399	63348		8.52
1910047400	63504		12.81
1910047754	63504		46.85
			159.68
113763	03/29/2024	UNLIMITED CONSTRUCTION INC	12288
58845 10	58845		101,820.61
			101,820.61
113764	03/29/2024	WESTECH ENGINEERING INC	5378
94499	60606		44,790.78
94500	60606		7,100.00
			51,890.78
113765	03/29/2024	WSP USA ENVIRONMENT &	7704
40003038	54321		1,410.00
40008304	57185		3,300.00
			4,710.00
113766	03/29/2024	YWCA NORTHEAST KANSAS	5583
06 2023	63575		3,442.42
08 2023	63575		4,927.80
09 2023	63575		3,779.43
			12,149.65
113767	03/29/2024	DIESEL LAPTOPS LLC	12989
SO73222	64381		2,975.00
			2,975.00
113768	03/29/2024	5JS LLC	12947
BAR107-0424		S+C April 2024 Payment	500.00
			500.00
113769	03/29/2024	ARROW PROPERTY MANAGEMENT SERV	13221
ALB101-0424		S+C April 2024 Payment	692.00
ALL114-0424		S+C April 2024 Payment	649.00
BLA106-0424		S+C April 2024 Payment	643.00
BOU101-0424		S+C April 2024 Payment	1,231.00
CAR102-0424		S+C April 2024 Payment	525.00
CLI102-0424		S+C April 2024 Payment	775.00
COL106-0424		S+C April 2024 Payment	643.00
FRI101-0424		S+C April 2024 Payment	428.00
GAM101-0424		S+C April 2024 Payment	692.00
GOT102-0424		S+C April 2024 Payment	731.00
			12,710.00

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JON105-0424		S+C April 2024 Payment	960.00
LAW102-0424		S+C April 2024 Payment	641.00
MCC107-0424		S+C April 2024 Payment	374.00
PEN102-0424		S+C April 2024 Payment	692.00
RAM101-0424		S+C April 2024 Payment	750.00
SCH103-0424		S+C April 2024 Payment	692.00
SCO104-0424		S+C April 2024 Payment	911.00
WHE105-0424		S+C April 2024 Payment	681.00
113770	03/29/2024	BECKWITH, LYNN E 12607	467.00
GAY101-0424		S+C April 2024 Payment	467.00
113771	03/29/2024	BELLA PACIFIC BUILDERS LLC 12326	635.00
SMI104-0424		S+C April 2024 Payment	635.00
113772	03/29/2024	BEN FRANKLIN PROPERTIES LLC 12021	1,530.00
KER101-0424		S+C April 2024 Payment	810.00
REE105-0424		S+C April 2024 Payment	720.00
113773	03/29/2024	BENNETT PROPERTY LLC 440	236.00
THO104-0424		S+C April 2024 Payment	236.00
113774	03/29/2024	BPM LLC 579	2,566.00
BLE101-0424		S+C April 2024 Payment	619.00
HAR114-0424IM		IM April 2024 Payment	600.00
MAR114-0424		S+C April 2024 Payment	700.00
SCH104-0424		S+C April 2024 Payment	647.00
113775	03/29/2024	BREAKTHROUGH HOUSE INC 599	1,026.00
MOO107-0424		S+C April 2024 Payment	690.00
MOR104-0424		S+C April 2024 Payment	336.00
113776	03/29/2024	BRICKHOUSE REAL ESTATE 12009	625.00
ZIM101-0424		S+C April 2024 Payment	625.00
113777	03/29/2024	BROOKWOOD TERRACE HOUSING LP 644	7,611.00
BAI101-0424		S+C April 2024 Payment	458.00
BAK101-0424		S+C April 2024 Payment	434.00
BRI107-0424		S+C April 2024 Payment	658.00
BUR102-0424		S+C April 2024 Payment	458.00
CHA102-0424		S+C April 2024 Payment	638.00
DOR101-0424		S+C April 2024 Payment	458.00
HIL107-0424		S+C April 2024 Payment	638.00
MOE102-0424		S+C April 2024 Payment	600.00
MOR105-0424		S+C April 2024 Payment	610.00
PHE101-0424		S+C April 2024 Payment	458.00
PRY101-0424		S+C April 2024 Payment	564.00
QUI101-0424		S+C April 2024 Payment	590.00
SMI123-0424		S+C April 2024 Payment	600.00
STO101-0424		S+C April 2024 Payment	447.00
113778	03/29/2024	BROWN, YOLANDA 13259	497.00
KIN101-0424		S+C April 2024 Payment	497.00
113779	03/29/2024	BRUDER INVESTMENTS LLC 11801	5,798.00
AND107-0424		S+C April 2024 Payment	1,055.00
BRO103-0424		S+C April 2024 Payment	387.00
BUS102-0424		S+C April 2024 Payment	1,025.00
FLO102-0424		S+C April 2024 Payment	625.00
HUR103-0424		S+C April 2024 Payment	900.00
LEA103-0424		S+C April 2024 Payment	544.00
THO111-0424		S+C April 2024 Payment	583.00
WAS103-0424		S+C April 2024 Payment	679.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
113780 EVE101-0424	03/29/2024	BUESCHER, MELISSA S+C April 2024 Payment	11525 1,346.00	1,346.00
113781 BUR101-0424	03/29/2024	BURGESS, TERRY S+C April 2024 Payment	13002 614.00	614.00
113782 BOO102-0424 SHA106-0424	03/29/2024	CASTLE HOME MANAGEMENT LLC S+C April 2024 Payment S+C April 2024 Payment	9474 825.00 1,028.00	1,853.00
113783 WEL102-0424	03/29/2024	CHAVEZ, RITA ANN S+C April 2024 Payment	13280 475.00	475.00
113784 ALL104-0424	03/29/2024	CHRISTOPHER BOWEN S+C April 2024 Payment	12637 232.00	232.00
113785 CLE102-0424 MCG1031-0424 RHO104-0424 STE103-0424	03/29/2024	CJS REAL ESTATE S+C April 2024 Payment S+C April 2024 Payment S+C April 2024 Payment S+C April 2024 Payment	10107 805.00 950.00 664.00 692.00	3,111.00
113786 BAR111-0424 BRA106-0424 BYR102-0424 DEA102-0424 HAR107-0424 JAC102-0424 JEF101-0424 JON104-0424 LAB101-0424 LAN104-0424 LEE102-0424 VEL101-0424	03/29/2024	COMMUNITY ACTION INC S+C April 2024 Payment S+C April 2024 Payment	11697 401.00 351.00 643.00 426.00 401.00 464.00 395.00 130.00 306.00 507.00 401.00 335.00	4,760.00
113787 LAD1024-0424	03/29/2024	CORNERSTONE APARTMENTS LP S+C April 2024 Payment	7173 155.00	155.00
113788 EDM101-0424 LEA101-0424 PRI1029-0424	03/29/2024	CORNERSTONE OF TOPEKA INC S+C April 2024 Payment S+C April 2024 Payment S+C April 2024 Payment	1117 559.00 306.00 439.00	1,304.00
113789 KIM1032-0424	03/29/2024	COX, WILLIAM R S+C April 2024 Payment	1151 1,050.00	1,050.00
113790 MAR113-0424	03/29/2024	CREEK, JACKIE S S+C April 2024 Payment	13124 850.00	850.00
113791 LOY101-0424 TOR102-0424	03/29/2024	DONALD, JOSEPH S+C April 2024 Payment S+C April 2024 Payment	12 574.00 575.00	1,149.00
113792 HAD103-0424	03/29/2024	DUNCAN, CLAUDE S+C April 2024 Payment	1442 805.00	805.00
113793 EVA101-0424 MUR104-0424	03/29/2024	EBERT, JOSEPH R S+C April 2024 Payment S+C April 2024 Payment	13089 1,346.00 491.00	1,837.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
113794 WIL116-0424	03/29/2024	EMERT, JENNIFER S+C April 2024 Payment	11689 550.00
550.00			
113795 ANS102-0424 ATK103-0424 BAR105-0424 BRA101-0424 CAR101-0424 CAS113-0424 DAV103-0424 ERI101-0424 HAR104-0424 KEN101-0424 MAY103-0424 MES102-0424 MOR103-0424 MOY101-0424 ORT104-0424 PHI103-0424 RHO103-0424 ROA102-0424 ROL103-0424 THA101-0424	03/29/2024	EPIC PROPERTY MANAGEMENT LLC S+C April 2024 Payment S+C April 2024 Payment	12164 590.00 630.00 402.00 271.00 385.00 111.00 540.00 882.00 194.00 446.00 381.00 218.00 462.00 203.00 479.00 653.00 200.00 277.00 363.00 454.00
8,141.00			
113796 HOW102-0424	03/29/2024	GREEN, BRIAN S+C April 2024 Payment	1986 675.00
675.00			
113797 WRI103-0424	03/29/2024	GUINN GROUP PROPERTIES LLC S+C April 2024 Payment	13028 428.00
428.00			
113798 HES103-0424 VEN101-0424	03/29/2024	HAYES, MEGAN S+C April 2024 Payment S+C April 2024 Payment	12526 797.00 373.00
1,170.00			
113799 DUP102-0424 MOO106-0424 TUR102-0424 WOM101-0424	03/29/2024	HIGGINBOTHOM, CORY S+C April 2024 Payment S+C April 2024 Payment S+C April 2024 Payment S+C April 2024 Payment	11411 395.00 428.00 392.00 649.00
1,864.00			
113800 DOU104-0424 ESP101-0424 HAR110-0424 KIR103-0424 LES103-0424 MON114-0424 TAY103-0424	03/29/2024	HIGHLAND PARK APARTMENTS LLC S+C April 2024 Payment S+C April 2024 Payment	12625 1,006.00 550.00 308.00 1,030.00 419.00 550.00 871.00
4,734.00			
113801 ALL117-0424	03/29/2024	JACOBSEN PROPERTY MNG LLC S+C April 2024 Payment	11940 346.00
346.00			
113802 KOZ1041-0424	03/29/2024	RAGSDALE, JEFF S+C April 2024 Payment	7375 320.00
320.00			
113803 BLA105-0424 CON103-0424	03/29/2024	KANSAS CAPITAL CORNERS LLC S+C April 2024 Payment S+C April 2024 Payment	11119 515.00 438.00
953.00			
113804 NEL103-0424	03/29/2024	KURTZ, HENRY JOE S+C April 2024 Payment	2924 850.00
850.00			

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
113805 MAR101-0424	03/29/2024	LENTZ, MARILYN S+C April 2024 Payment	3033 620.00
113806 ONE104-0424 RAN101-0424 SEI102-0424 WIL113-0424	03/29/2024	MADISON STREET APARTMENTS LLC S+C April 2024 Payment S+C April 2024 Payment S+C April 2024 Payment S+C April 2024 Payment	10691 379.00 575.00 283.00 535.00
113807 RIC103-0424	03/29/2024	MAGNOLIA INVESTMENTS LLC S+C April 2024 Payment	13394 593.00
113808 PEO112-0424 WEA102-0424	03/29/2024	MAHNOPLY LLC S+C April 2024 Payment S+C April 2024 Payment	11407 585.00 461.00
113809 LAX101-0424 MIM102-0424	03/29/2024	MARINER, FAAMANUIAGA T S+C April 2024 Payment S+C April 2024 Payment	6387 422.00 631.00
113810 HYD101-0424	03/29/2024	MCCAFFREY, RODNEY S+C April 2024 Payment	13064 690.00
113811 BUR103-0424 WIL101-0424	03/29/2024	OAKBROOK HOLDINGS LLC S+C April 2024 Payment S+C April 2024 Payment	11512 629.00 422.00
113812 PAR101-0424	03/29/2024	OAKRIDGE INVESTORS S+C April 2024 Payment	13241 550.00
113813 THE101-0424	03/29/2024	SAGGART, PAMELA S+C April 2024 Payment	7218 478.00
113814 FRI1060-0424	03/29/2024	PARK WEST APARTMENTS OF S+C April 2024 Payment	12276 650.00
113815 FRE108-0424 HAR102-0424 TRA101-0424	03/29/2024	PERFORMANCE OVERSEE CONSULTANT S+C April 2024 Payment S+C April 2024 Payment S+C April 2024 Payment	13300 182.00 541.00 426.00
113816 SHA1042-0424	03/29/2024	PETERSEN, LONNIE S+C April 2024 Payment	3909 600.00
113817 POR101-0424	03/29/2024	PIONEER ADAMS II LP S+C April 2024 Payment	7285 281.00
113818 AND102-0424 COO102-0424 DOD101-0424 MCC103-0424 SUT102-0424	03/29/2024	PIONEER MOTIVE POWER PLACE LP S+C April 2024 Payment S+C April 2024 Payment S+C April 2024 Payment S+C April 2024 Payment S+C April 2024 Payment	9278 226.00 157.00 600.00 530.00 380.00
113819 BRO108-0424	03/29/2024	POTTS, GERALD S+C April 2024 Payment	6378 386.00
113820 BAR109-0424 BAY101-0424 CHA104-0424 DAV104-0424	03/29/2024	PURE OPERATING LLC S+C April 2024 Payment S+C April 2024 Payment S+C April 2024 Payment S+C April 2024 Payment	13243 669.00 422.00 831.00 306.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
FAR102-0424		S+C April 2024 Payment	371.00
GIB107-0424		S+C April 2024 Payment	410.00
HOP103-0424		S+C April 2024 Payment	405.00
LAM101-0424		S+C April 2024 Payment	595.00
LIN102-0424		S+C April 2024 Payment	825.00
MCF102-0424		S+C April 2024 Payment	825.00
113821	03/29/2024	QUINDARO INVESTMENTS 13249	692.00
FRE102-0424		S+C April 2024 Payment	692.00
113822	03/29/2024	RED TREE LLC 11968	4,511.00
BRY103-0424		S+C April 2024 Payment	400.00
DEL101-0424		S+C April 2024 Payment	843.00
DRE101-0424		S+C April 2024 Payment	575.00
FOX101-0424		S+C April 2024 Payment	643.00
HEN108-0424		S+C April 2024 Payment	600.00
HIN101-0424		S+C April 2024 Payment	500.00
WAG102-0424		S+C April 2024 Payment	550.00
WRI101-0424		S+C April 2024 Payment	400.00
113823	03/29/2024	RENT TOPEKA HOMES 4175	706.00
GRO101-0424		S+C April 2024 Payment	706.00
113824	03/29/2024	RENTAL MANAGEMENT SOLUTIONS LL 4176	950.00
KEN102-0424		S+C April 2024 Payment	531.00
PRY104-0424		S+C April 2024 Payment	419.00
113825	03/29/2024	LAIRD SR, RICHARD D 6519	350.00
BRO101-0424		S+C April 2024 Payment	350.00
113826	03/29/2024	HARRIS, RON 7880	825.00
BEN101-0424		S+C April 2024 Payment	825.00
113827	03/29/2024	SABER PROPERTIES LLC 13275	750.00
MAR102-0424		S+C April 2024 Payment	750.00
113828	03/29/2024	SANCHEZ, ADRIAN 12305	301.00
BIG101-0424		S+C April 2024 Payment	301.00
113829	03/29/2024	SCHMIDT REAL ESTATE LLC 11937	1,081.00
ORT102-0424		S+C April 2024 Payment	1,081.00
113830	03/29/2024	SMALL FISH PARTNERS LLC 11065	600.00
DIX101-0424		S+C April 2024 Payment	600.00
113831	03/29/2024	STILL PRODUCING LLC 12907	1,750.00
LAY101-DMGES		S+C April 2024 Damages	692.00
MOL101-0424		S+C April 2024 Payment	644.00
PER108-0424		S+C April 2024 Payment	414.00
113832	03/29/2024	STONER, JAMES KYLE 10712	731.00
WES101-0424		S+C April 2024 Payment	731.00
113833	03/29/2024	SUAREZ 7 LLC 11066	1,042.00
DAL103-0424		S+C April 2024 Payment	593.00
MUN101-0424		S+C April 2024 Payment	449.00
113834	03/29/2024	SUAREZ, ISAAC M 12212	315.00
LUT102-0424		S+C April 2024 Payment	315.00
113835	03/29/2024	TDU LLC 12440	4,591.00
AND106-0424		S+C April 2024 Payment	614.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
BRO109-0424		S+C April 2024 Payment	595.00
CLA105-0424		S+C April 2024 Payment	695.00
DIV101-0424		S+C April 2024 Payment	276.00
RIC105-0424		S+C April 2024 Payment	750.00
SMI109-0424		S+C April 2024 Payment	911.00
SUH103-0424		S+C April 2024 Payment	750.00
113836	03/29/2024	THE LIBRARY APARTMENTS INC 11304	584.00
BRO104-0424		S+C April 2024 Payment	309.00
JON106-0424		S+C April 2024 Payment	275.00
113837	03/29/2024	TINDELL, MATTHEW 12387	1,585.00
COO105-0424		S+C April 2024 Payment	690.00
LUC104-0424		S+C April 2024 Payment	895.00
113838	03/29/2024	TOPEKA HOUSING MANAGEMENT 11981	140.00
OBR101-0424		S+C April 2024 Payment	140.00
113839	03/29/2024	PORTILLO, TRINIDAD O 6962	900.00
GAL102-0424		S+C April 2024 Payment	900.00
113840	03/29/2024	VANHOUSE, DANIEL W 5201	1,052.00
MCC106-0424		S+C April 2024 Payment	1,052.00
113841	03/29/2024	VERTEX BRENTWOOD LLC 13012	399.00
ROB106-0424		S+C April 2024 Payment	399.00
113842	03/29/2024	WALKER, JOSEPH SCOTT 9786	1,297.00
FAR103-0424		S+C April 2024 Payment	600.00
MEN112-0424		S+C April 2024 Payment	697.00
113843	03/29/2024	WCW ENTERPRISES INC 5339	495.00
CLI103-0424		S+C April 2024 Payment	495.00
113844	03/29/2024	WONDERFUL WORKS RENTAL 11105	286.00
DAL102-0424		S+C April 2024 Payment	286.00
113845	03/29/2024	ZAYNAB LLC 13083	410.00
HAR111-0424		S+C April 2024 Payment	410.00
113846	03/29/2024	BERRY COMPANIES INC 5408	382.10
06255081	63188		115.36
06255093	63188		266.74
113847	03/29/2024	CAPITAL CITY OIL CO INC 778	30,323.20
1145993	63312		302.10
1696611 TP	63312		5,099.05
40074331	63308		24,922.05
113848	03/29/2024	CORE & MAIN LP 2146	23,026.44
U383278	64119		15,190.50
U508029	62540		7,835.94
113849	03/29/2024	FASTENAL COMPANY 1619	37.07
KSTOP318614	63143		9.29
KSTOP318823	63419		26.28
KSTOP318914	63143		1.50
113850	03/29/2024	GRAINGER 1964	405.70
9008583602	63047		405.70
113851	03/29/2024	HD SUPPLY INC 12991	1,065.16

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
INV00297366	63449		911.33
INV00298324	63449		84.49
INV00300479	63449		69.34
113852	03/29/2024	JOHN G LEVIN 3071	615.00
234612	63024		210.00
278690	63431		135.00
278698	63431		135.00
278794	63024		135.00
113853	03/29/2024	JOHNSON CONTROLS US HOLDINGS 12157	4,153.97
51720799	63714		467.26
51720800	63714		3,238.15
51721325	63714		448.56
113854	03/29/2024	KANSAS SAND & CONCRETE INC 2744	5,956.85
90531194	63428		4,352.50
90531342	64204		1,196.10
90531451	63428		408.25
113855	03/29/2024	KEY EQUIPMENT & SUPPLY CO 2847	2,375.44
KC211858	63025		234.26
KC211919	63025		1,676.23
KC211921	63025		300.13
KC211922	63025		164.82
113856	03/29/2024	OLDCASTLE PRECAST INC 3739	1,958.16
120055121	63029		1,958.16
113857	03/29/2024	SALISBURY SUPPLY COMPANY INC 4352	180.83
348939	63299		8.00
349145	63439		9.00
349555	63035		73.84
349559	63439		89.99
113858	03/29/2024	UNIVAR SOLUTIONS USA INC 8443	6,550.27
51910964	63388		6,550.27
113859	03/29/2024	HUNTER LANE LLC 12191	198,957.47
548124	64198		193,853.18
548194	64198		5,056.79
548195	64198		47.50
113860	03/29/2024	RADIOLOGY & NUCLEAR MEDICINE 4073	32.59
40004782759	64468		32.59
113861	03/29/2024	DOXIM UTILITEC LLC 11892	13,310.85
INV023950R	63391		13,310.85
113862	03/29/2024	TFM COMM INC 4914	741.02
224904	64463		615.00
231750	63037		126.02
113863	03/29/2024	TOPEKA AUTO GLASS LLC 13226	971.52
11799	63303		608.93
11808	63303		362.59
113864	03/29/2024	EMCON INC 1523	20,643.00
64451 3100 SW F	64451		3,864.00
64452 2022 SE 1.	64452		3,864.00
64453 410 NE 35	64453		4,347.00
64454 6400 SW E	64454		8,568.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
113865	03/29/2024	TAZCO INC 4885	30,525.00
63708 SE 6TH &	63708		3,230.00
63955 2647 SE 6	63955		2,301.00
64370 339 SE HI	64370		24,994.00
112954	2/23/24	REALTIMEBOARD INC - FEBRUARY PMT VOID	-7200.00
Total for Electronic Payments			16,800,336.82
			18,801,138.82
Need to Define MNL			
207	02/29/2024	KANSAS STATE TREASURER/DEBT 9781	1,812,661.31
GO BONDS 2/15/	BOND		1,812,661.31
208	02/29/2024	KANSAS STATE TREASURER/DEBT 9781	5,654,169.83
UTILITY BONDS	BOND		5,654,169.83
1913	03/01/2024	ASI DAILY EMPLOYEE PAYMENTS 9872	5,342.79
W/E 02/23/2024	ACH DEBT		5,342.79
1914	03/01/2024	GREAT WEST LIFE & ANNUITY 9755	66,833.55
1165742973	PAYROLL		66,833.55
1915	03/01/2024	STATE OF KANSAS 2691	53,512.61
4044 6H23 72N3	SALESTAXWATER		53,512.61
1916	03/01/2024	CORVEL HEALTHCARE CORPORATION 8818	32,836.34
W/E 02/23/2024	ACH DEBT		32,836.34
1917	03/01/2024	DEPT OF TREASURY 9805	495,795.36
PAYROLL 02/23/2	PAYROLL		495,795.36
1918	03/01/2024	KANSAS DEPT OF REVENUE 9806	126,322.98
PAYROLL 02/23/2	PAYROLL		126,322.98
1919	03/01/2024	KPERS 9818	712,508.91
PAYROLL-KP&F	PAYROLL		493,887.85
PAYROLL-KPER	PAYROLL		210,983.47
PAYROLL-KPER	PAYROLL		137.75
PAYROLL-OP LIF	PAYROLL		7,499.84
1920	03/08/2024	ASI DAILY EMPLOYEE PAYMENTS 9872	8,067.29
W/E 03/01/2024	ACH DEBT		8,067.29
1921	03/08/2024	CORVEL HEALTHCARE CORPORATION 8818	5,848.83
W/E 03/01/2024	ACH DEBT		5,848.83
1922	03/15/2024	ASI DAILY EMPLOYEE PAYMENTS 9872	55,515.09
W/E 01/12/24 HS.	HSA DEBT		34,197.51
W/E 01/26/24 HS.	HSA DEBT		4,312.51
W/E 02/09/24 HS.	HSA DEBT		4,434.76
W/E 03/08/2024	ACH DEBT		12,570.31
1923	03/15/2024	GREAT WEST LIFE & ANNUITY 9755	73,152.77
1169659990	PAYROLL		73,152.77
1924	03/15/2024	CORVEL HEALTHCARE CORPORATION 8818	28,361.27
W/E 03/08/2024	ACH DEBT		28,361.27
1925	03/15/2024	DEPT OF TREASURY 9805	512,476.61
PAYROLL 03/08/2	PAYROLL		512,476.61
1926	03/15/2024	KANSAS DEPT OF REVENUE 9806	128,835.68
PAYROLL 03/08/2	PAYROLL		128,835.68

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
1927	03/15/2024	KPERS	9818
PAYROLL-KP&F	PAYROLL		493,558.76
PAYROLL-KPER	PAYROLL		218,222.70
711,781.46			
1928	03/22/2024	ASI DAILY EMPLOYEE PAYMENTS	9872
W/E 03/15/2024	ACH DEBT		7,968.87
7,968.87			
1929	03/22/2024	TRANSFIRST HOLDINGS INC	9923
CC FEE FEB 202	ACH DEBT		3,393.07
CC FEE JAN 202	ACH DEBT		3,603.51
6,996.58			
1930	03/22/2024	US BANK INC	5174
CC FEE FEB 202	ACH DEBT		29,784.79
CC FEE JAN 202	ACH DEBT		27,367.31
57,152.10			
1931	03/22/2024	CORVEL HEALTHCARE CORPORATION	8818
W/E 03/15/2024	ACH DEBT		5,383.09
5,383.09			
1932	03/29/2024	ASI DAILY EMPLOYEE PAYMENTS	9872
W/E 03/22/2024	ACH DEBT		10,201.62
10,201.62			
1933	03/29/2024	GREAT WEST LIFE & ANNUITY	9755
1173780512	PAYROLL		68,798.27
68,798.27			
1934	03/29/2024	STATE OF KANSAS	2691
4072 T6X2 JM22	SALESTAXWATER		61,526.05
61,526.05			
1935	03/29/2024	CORVEL HEALTHCARE CORPORATION	8818
W/E 03/22/2024	ACH DEBT		5,176.00
5,176.00			
1936	03/29/2024	DEPT OF TREASURY	9805
PAYROLL 03/22/2	PAYROLL		494,476.07
494,476.07			
1937	03/29/2024	KANSAS DEPT OF REVENUE	9806
PAYROLL 03/22/2	PAYROLL		126,098.09
126,098.09			
1938	03/29/2024	KPERS	9818
KP&F ADJ MCCA	PAYROLL		83.18
KPERS - ADJ FR	PAYROLL		81.79
PAYROLL-KP&F	PAYROLL		494,359.30
PAYROLL-KPER	PAYROLL		213,322.39
PAYROLL-OP LIF	PAYROLL		7,531.01
715,377.67			
Total for Need to Define MNL			12,043,177.09
Need to Define PPD			
9995	03/01/2024	BAILEY, AUDREY	13341
45345.3652		EE-NOTARY APPLICATION 2024	25.00
45348.5745		EE-PAPER FOR COUNCIL INTERVIEW	12.18
37.18			
9996	03/01/2024	BRACKEN JR, MORGAN H	582
45335.5056		ADV-WICHITA KS 3/4-7/2024	126.85
126.85			
9997	03/01/2024	CONNELL, RONNIE M	1072
45335.5059		ADV-WICHITA KS 3/4-7/2024	126.85
126.85			
9998	03/01/2024	CROSS, JACOB	13343
64258	64258		918.22
918.22			
9999	03/01/2024	HENDRICKS, MICHAEL S	2188
45335.6440		ADV-WICHITA KS 3/4-7/2024	126.85
126.85			
10000	03/01/2024	HEUSTED, RICHARD C	9465
175.00			

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
EE 45336 4812	64241		175.00	
10001 45335.5057	03/01/2024	HOLLEY, DAVIDA A ADV-WICHITA KS 3/4-7/2024	10496 126.85	126.85
10002 45335.5060	03/01/2024	WILLYARD, PATRICK ADV-WICHITA KS 3/4-7/2024	10489 126.85	126.85
10003 45295.3495 45331.5473	03/01/2024	WOOLAWAY, RYAN MATTHEW ADV-INDIANAPOLIS IN01/23-26/24 RCN-INDIANAPOLIS IN01/23-26/24	9863 -220.80 351.30	130.50
10004 45322.4316 45351.3522 45351.3997	03/08/2024	BOWERS, JESSICA ADV-HUTCHINSON KS 2/20-23/202 EE-SAFETY BOOTS (KAPE) RCN-HUTCHINSON KS 2/20-23/2024	13302 -126.85 167.26 126.85	167.26
10005 45345.6132	03/08/2024	BURNS, MICHAEL EE-SAFETY BOOTS (FOP)	7951 75.00	75.00
10006 45357.5271	03/08/2024	HOFFMAN, COLLYN R WICHITA KS 2/5-8/2024	13327 485.75	485.75
10007 45350.6017	03/08/2024	JOHNSON, KELVIN COLUMBUS OH 2/19-21/2024	6216 181.40	181.40
10008 45352.3392	03/08/2024	EDGAR, LAUREE F EE-DL REIMBURSEMENT	7263 37.93	37.93
10009 45351.6022	03/08/2024	MCKAY, WYATT COLUMBUS OH 2/19-21/2024	10218 181.40	181.40
10010 45349.6382	03/08/2024	SCHULMEISTER, JOSEPH M COLUMBUS OH 2/19-21/2024	4417 181.40	181.40
10011 45349.6443	03/08/2024	SLOAN, JEFFREY D COLUMBUS OH 2/19-21/2024	4608 181.40	181.40
10012 45363.3690	03/15/2024	BAILEY, AUDREY MILEAGE 3/7/2024 RECRUIT EVENT	13341 80.40	80.40
10013 45309.5108	03/15/2024	WENGER, BRANDON EE-2024 SCAFFA CONFER 2/29-3/3	10797 250.00	250.00
10014 45356.1412	03/22/2024	KARY, ADAM J ADV-JACKSONVILLE FL 3/24-29/24	8265 295.00	295.00
10015 45353.0289	03/22/2024	HREN, EMILY NICOLE ADV-JACKSONVILLE FL 3/24-29/24	9764 295.00	295.00
10016 45363.6474	03/22/2024	JANES, CHRISTOPHER KOKOMO IN 3/5-7/2024 K9 PICKUP	10494 94.40	94.40
10017 45364.6408	03/22/2024	LAUVER, PATRICK KOKOMO IN 3/5-7/2024 K9 PICKUP	9459 94.40	94.40
10018 45369.5413 45369.5448	03/22/2024	LOVE, ANDREW EE-MILEAGE 1/1/24-31/2024 EE-MILEAGE 2/1/24-29/2024	13266 19.30 13.20	32.50
10019 45364.6408	03/22/2024	WEISHAAR, KYLE JAMES KOKOMO IN 3/5-7/2024 K9 PICKUP	10222 94.40	94.40

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
10020 45376.5007	03/29/2024	WILLIAMS, BONNIE WICHITA KS 4/27 KLPI SEMINAR 7057	90.00 90.00
10021 45371.7023	03/29/2024	BREWER, LINDY WICHITA KS 4/27 KLPI SEMINAR 608	90.00 90.00
10022 45376.5623	03/29/2024	HART, DERRICK S KDHE WW CERTIFICATE RENEWAL 2118	20.00 20.00
10023 EE 45341 4411	03/29/2024 64239	PURNEY, CODY 9466	175.00 175.00
Total for Need to Define PPD			4,997.79
Check Payments			
755163 79711	03/01/2024 63165	ACTION ADVERTISING CO INC 43	245.00 245.00
755164 322085980 2/19/24	03/01/2024 PD UVERSE	AT&T 281	133.75 133.75
755165 6837207801	03/01/2024 LONG DISTANCE	AT&T 281	4.81 4.81
755166 2274326808	03/01/2024 63813	AT&T 281	1,067.17 1,067.17
755167 1268	03/01/2024 64310	BRENNAN VENTURES LLC 12324	14,980.48 14,980.48
755168 16135 16149	03/01/2024 63976 64126	BROWNS TREE SERVICE LLC 671	2,000.00 2,800.00
755169 8406674997	03/01/2024 63769	CINTAS CORPORATION NO 2 1497	1,276.50 1,276.50
755170 INV42585	03/01/2024 64052	COMMISSION ON ACCREDITATION 5691	5,555.00 5,555.00
755171 63638 FEB 2024	03/01/2024 63638	CONSOLIDATED RURAL WATER 1076	1,658.75 1,658.75
755172 2 6493374 2 6495270 46 518816 8 865164 8 865192 8 865241 8 865274 8 865361 8 865374 8 865478 8 865616 8 865619 8 866171 8 Z19828 8 Z19829 8 Z19861 8 Z19891 8 Z19942	03/01/2024 63258 63314 63314 63258 63258 63314 63258 63314 63314 63258 63314 63258 63314 63314 63258 63314 63258 63314 63314 63314 63258 63314 63258 63314 63314 63314 63258 63314 63258 63314	ELLIOTT AUTO SUPPLY COMPANY 5676	122.60 130.00 117.38 18.52 18.17 271.30 81.96 271.30 106.96 47.29 150.82 50.67 456.96 390.00 390.00 135.65 107.13 379.00
			3,245.71

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Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
755173 064898	03/01/2024 63411	ENVIRONMENTAL RESOURCE 1546	1,244.06 1,244.06
755174 76410 76411 76412	03/01/2024 63413 63413 63413	ENVISION INDUSTRIES INC 1549	42.00 29.00 49.00 120.00
755175 8 409 55523	03/01/2024 63418	FEDEX 1632	608.85 608.85
755176 365646	03/01/2024 63315	FINLAY AUTOMOTIVE SUPPLY INC 10237	113.53 113.53
755177 162224 1	03/01/2024 63989	FIRST RESPONDER OUTFITTERS INC 10972	3,248.52 3,248.52
755178 6328848	03/01/2024 61349	FORTILINE INC 7351	583.00 583.00
755179 64261 #12077 CC	03/01/2024 64261	KANSAS DEPT OF HEALTH & ENVIR 2676	20.00 20.00
755180 18812	03/01/2024 64281	KANSAS MUNICIPAL UTILITIES INC 9097	2,183.00 2,183.00
755181 1316218 1316253 1316255 1316395 1316420 1316429 1316481 1316546 1316693 1316736 1316870 1316940	03/01/2024 63289 63289 63289 63326 63289 63289 63289 63289 63289 63289 63289 63289 63289	LAIRD NOLLER FORD INC 2939	38.74 106.76 131.30 32.76 123.77 561.60 246.48 154.70 72.02 314.02 91.65 282.00 2,155.80
755182 1617000 2025013	03/01/2024 64110	LEXISNEXIS RISK SOLUTIONS 10460	29,752.94 29,752.94
755183 129195	03/01/2024 64147	MAINLINE PRINTING INC 12824	106.90 106.90
755184 0898606 IN	03/01/2024 63996	MUNICIPAL SUPPLY INC 9601	691.20 691.20
755185 9125 18	03/01/2024 63027	NAILL ENTERPRISES LTD 4931	106.15 106.15
755186 3460	03/01/2024 63623	OT INTERPRETING LLC 11736	157.99 157.99
755187 6329436 6329436 1 6332916	03/01/2024 63437 63437 63437	REEVES WIEDEMAN COMPANY INC 4154	198.44 150.55 45.58 394.57
755188	03/01/2024	SHAWNEE COUNTY 4505	2,937.79

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
1093	64176		2,937.79	
755189 64116	03/01/2024 64116	SHAWNEE COUNTY	4520 16,920.00	
755190 682999	03/01/2024 63677	SOUTHERN IONICS INCORPORATED	12385 9,219.68	
755191 FEBRUARY 2024	03/01/2024 DE	T-MOBILE USA INC	8549 3,485.08	
755192 FEBRUARY 2024	03/01/2024 DE	T-MOBILE USA INC	8549 10,377.21	
755193 IN20240039	03/01/2024 63682	UTILITY SAFETY AND DESIGN INC	12512 2,500.00	
755194 P90942	03/01/2024 63306	VERMEER GREAT PLAINS INC	5218 1,012.91	
755195 AND106-0324 AND107-0324 ANS102-0324 ATK103-0324 BAR107-0324 BLA105-0324 BOO102-0324 BRI107-0324 BRO103-0324 BRO109-0324 BUS102-0324 CHA102-0324 CLA105-0324 CLE102-0324 CLI102-0324 CLI103-0324 COT102-0324 DAV104-0324 DEL101-0324 DIX101-0324 DOD101-0324 ESP101-0324 FAR103-0324 FLO102-0324 FRI1060-0324 GAL102-0324 HAD103-0324 HAR102-0324 HEN108-0324 HIL107-0324 HIN101-0324 HUR103-0324 KIM1032-0324 KIR103-0324 LAM101-0324 LES103-0324 LIN102-0324 MAR113-0324 MAR114-0324 MCC103-0324 MCF102-0324 MCG1031-0324	03/01/2024	EVERGY KANSAS CENTRAL INC 1291325464 8277680867 0599766248 6132002764 3781838027 2648597364 4295077701 1544479540 8701536323 5284973957 6234102228 413705059 4936336144 3527120200 0142322820 2824442688 9123314257 0219210741 6300885933 4187264182 2865786874 2268306161 9443454529 3017579915 4342024788 9518284420 6202562469 5058240563 7980331878 2753492805 4607385063 6508435289 1597301106 3979524044 5622638167 2813490129 2720643975 4144122438 9948488827 1320802347 9382922562 1449386986	5377 177.00 105.00 230.00 60.00 85.00 88.00 300.00 38.00 43.00 80.00 47.00 58.00 216.00 17.00 344.00 75.00 129.00 97.00 78.00 62.00 80.00 53.00 29.00 45.00 43.00 472.00 150.00 76.00 155.00 53.00 192.00 22.00 6.00 40.00 60.00 106.00 126.00 147.00 105.00 93.00 98.00 100.00	7,531.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount	
MEN112-0324		2632736284	5.00	
MOE102-0324		8442413762	56.00	
MOL101-0324		2703373202	48.00	
MON114-0324		5011315548	62.00	
MOR105-0324		8387602868	83.00	
MUN101-0324		8796474049	168.00	
NEL103-0324		5259608908	286.00	
ORT101-0324		2398839848	85.00	
PAR101-0324		6420927364	549.00	
PEO112-0324		8053579356	58.00	
PHI103-0324		1974110169	175.00	
PRY101-0324		5521422976	83.00	
QUI101-0324		3522576561	34.00	
RAM101-0324		1616323459	190.00	
REE105-0324		0458908828	85.00	
RHO104-0324		6404891065	100.00	
RIC105-0324		7286187903	160.00	
SHA1042-0324		8913355261	26.00	
SMI123-0324		6061981326	60.00	
SUH103-0324		1601691606	120.00	
TAY103-0324		4195940483	30.00	
THO111-0324		2312601554	100.00	
WAG102-0324		4801046177	68.00	
WOM101-0324		0401989702	43.00	
WRI101-0324		6057607660	177.00	
ZIM101-0324		7372400329	100.00	
755196	03/01/2024	ONE GAS INC	2708	3,172.00
BEN101-0324		512617527	105.00	
BOO102-0324		512399503	300.00	
BRI107-0324		510752268	35.00	
BRO109-0324		512866840	80.00	
BRY103-0324		510637630	208.00	
BUS102-0324		512101896	47.00	
CHA102-0324		512773577	35.00	
CLE102-0324		511693104	16.00	
CLI102-0324		510232046	344.00	
CLI103-0324		510449260	60.00	
COT102-0324		512078980	32.00	
DEL101-0324		512521978	78.00	
DIX101-0324		512870905	30.00	
DRE101-0324		510825387	208.00	
ESP101-0324		510148704	40.00	
FLO102-0324		512855615	43.00	
HAD103-0324		510685670	120.00	
HAR102-0324		510501209	75.00	
HEN108-0324		512862499	154.00	
HIL107-0324		510936078	40.00	
KIM1032-0324		510137930	6.00	
KIR103-0324		510941594	15.00	
LES103-0324		512894203	105.00	
MAR102-0324		510912803	48.00	
MAR113-0324		512729800	147.00	
MAR114-0324		510865916	106.00	
MCG1031-0324		510018551	224.00	
MOE102-0324		512904030	55.00	
MON114-0324		512813868	30.00	
MOR105-0324		512615091	38.00	
ORT101-0324		512284831	85.00	
PRY101-0324		512786261	84.00	
QUI101-0324		510206251	107.00	
SMI123-0324		512882786	32.00	
SUH103-0324		512873104	40.00	

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
755197	03/01/2024	RIGS LLC	12225
VIC103-0324IM		IM March 2024 Payment	1,200.00
			1,200.00
755198	03/01/2024	TOPEKA HOUSING AUTHORITY	10159
STR103-0324IM		IM March 2024 Payment	205.00
			205.00
755199	03/01/2024	MIDWEST MOTOR SUPPLY CO INC	2854
101934821	63026		89.43
101934899	63026		68.92
			158.35
755200	03/01/2024	SUNFLOWER RENTS LLC	4817
616792	63444		136.00
625763	63444		68.00
			204.00
755221	03/01/2024	AURELI II, JOHN M.	13334
PTR23 AURELI II	PTR23		545.93
			545.93
755222	03/01/2024	COOPER, CAROL A	13330
PTR23 COOPER	PTR23		450.48
			450.48
755223	03/01/2024	ESCALANTE, CYNTHIA A	13329
PTR23 ESCALAN	PTR23		165.54
			165.54
755224	03/01/2024	GOMEZ, CAROLINE E	13331
PTR23 GOMEZ	PTR23		132.77
			132.77
755225	03/01/2024	HEIDEMAN, DEANNA A	13332
PTR23 HELDEMA	PTR23		650.00
			650.00
755226	03/01/2024	KITZMAN, SANDRA J	13335
PTR23 KITZMAN	PTR23		650.00
			650.00
755227	03/01/2024	MYERS, GALEN	13333
PTR23 MYERS	PTR23		650.00
			650.00
755228	03/01/2024	WAGNER, REGINALD G	13328
PTR23 WAGNER	PTR23		256.59
			256.59
755229	03/01/2024	WROSCH, SANDRA J	13336
PTR23 WROSCH	PTR23		457.13
			457.13
755230	03/01/2024	DAVIS, SHANON G	13344
CR 2023 000711	JDS MINTON		25.00
			25.00
755231	03/01/2024	FREEMAN, BRENDA	9858
CR 2007 000490	AR ANDRES		50.00
			50.00
755232	03/01/2024	KANSAS BUREAU OF INVESTIGATION	2646
CR 2022 000443	TJ BRACKEN		25.00
CR 2023 000374	LINDSAY E COX		50.00
CR 2023 000499	EN TINAJERO		50.00
			125.00
755233	03/08/2024	BLITT AND GAINES PC	12381
00000252024030		Garnishment - Pct of Net	282.36
			282.36
755234	03/08/2024	BUTLER & ASSOCIATES PA	731
00000080624030		Garnishment - Pct of Net	413.24
			413.24
755235	03/08/2024	BUTLER & ASSOCIATES PA	731
00000328724030		Garnishment - Pct of Net	303.67
			303.67

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
755236 00000305824030	03/08/2024	CARL B DAVIS 12867 Bankruptcy - Amt 26 PP	64.61 64.61
755237 00000348524030	03/08/2024	CARL B DAVIS 12867 Bankruptcy - Amt 26 PP	69.23 69.23
755238 00000347924030	03/08/2024	CARL B DAVIS 12867 Bankruptcy - Amt 26 PP	85.39 85.39
755239 00000377124030	03/08/2024	CARL B DAVIS 12867 Bankruptcy - Amt 26 PP	70.62 70.62
755240 00000376924030	03/08/2024	CARL B DAVIS 12867 Bankruptcy - Amt 26 PP	304.62 304.62
755241 00000119524030	03/08/2024	CARL B DAVIS 12867 Bankruptcy - Amt 26 PP	311.54 311.54
755242 00000082824030	03/08/2024	CARL B DAVIS 12867 Bankruptcy - Amt 26 PP	323.08 323.08
755243 00000063324030	03/08/2024	CARL B DAVIS 12867 Bankruptcy - Amt 26 PP	83.08 83.08
755244 00000035024030	03/08/2024	CARL B DAVIS 12867 Bankruptcy - Amt 26 PP	64.61 64.61
755245 00000070524030	03/08/2024	CARL B DAVIS 12867 Bankruptcy - Amt 26 PP	541.38 541.38
755246 00000332024030	03/08/2024	CARL B DAVIS 12867 Bankruptcy - Amt 26 PP	507.69 507.69
755247 00000252024030	03/08/2024	MCNEILEPAPPAS PC 10454 Garnishment - Pct of Net	282.36 282.36
755248 8166	03/08/2024 63164	ABSOLUTE TINTING LLC 13238	70.00 70.00
755249 FEBRUARY 2024 MONTHLY PHONE	03/08/2024	AT&T 281	47,514.38 47,514.38
755250 148547694 2/25/2WELLNESS UVERS	03/08/2024	AT&T 281	101.65 101.65
755251 5819926801	03/08/2024 63815	AT&T 281	1,515.70 1,515.70
755252 854770	03/08/2024 63189	BIG TWIN INC 5031	490.65 490.65
755253 146859	03/08/2024 63349	BROWNS SUPER SERVICE INC 670	400.00 400.00
755254 16166 16168	03/08/2024 63976 63976	BROWNS TREE SERVICE LLC 671	4,200.00 675.00 4,875.00
755255 JANUARY 2024	03/08/2024 64138	COREFIRST BANK & TRUST 1111	3,881.91 3,881.91

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
755256	03/08/2024	ELLIOTT AUTO SUPPLY COMPANY 5676	2,377.70
2 6504003	63314		239.96
8 866306	63314		179.97
8 866419	63258		9.90
8 866436	63314		58.56
8 866454	63258		111.01
8 866515	63314		39.00
8 866582	63314		146.40
8 Z19941	63314		552.90
8 Z19979	63314		1,040.00
755257	03/08/2024	FEDEX 1632	217.06
8 416 36596	63418		217.06
755258	03/08/2024	GARDNER ROOFING INC 7969	10,060.00
14376	63361		10,060.00
755259	03/08/2024	GOLD STANDARD DIAGNOSTICS 12031	2,287.00
262752	63415		2,287.00
755260	03/08/2024	HEARTLAND RECOVERY 12309	240.00
24 14543	63779		60.00
24 14686	63692		60.00
24 14687	63692		60.00
24 14806	63692		60.00
755261	03/08/2024	HYGIENIC DRY CLEANERS INC 11630	19.00
A 511832	63727		19.00
755262	03/08/2024	JOHN DEERE FINANCIAL FSB 5769	105.98
2187149	63291		105.98
755263	03/08/2024	JUSTICE SYSTEMS INC 2606	6,615.04
INV194681	64328		6,615.04
755264	03/08/2024	KANSAS DEPT OF HEALTH & ENVIR 2676	20.00
64343 #12075 KE	64343		20.00
755265	03/08/2024	LAIRD NOLLER FORD INC 2939	6,165.36
1316500	63289		57.53
1316912	63326		130.00
1316947	63289		53.98
1316967	63289		30.72
1316982	63289		13.00
1317012	63289		-35.00
1317013	63326		59.79
1317015	63326		59.79
1317021	63289		26.91
1317061	63289		100.36
1317089	63289		9.10
1317178	63326		260.00
1317233	63326		171.60
1317235	63326		171.60
1317240	63289		35.80
1317294	63289		247.13
6022148	63289		4,773.05
755266	03/08/2024	MAINLINE PRINTING INC 12824	175.62
128136	64147		175.62
755267	03/08/2024	MUNICIPAL SUPPLY INC 9601	4,619.39
0898918 IN	63996		2,772.80

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
0898919 IN	64054		1,846.59
755268 9125 19	03/08/2024 63027	NAILL ENTERPRISES LTD 4931	96.15
755269 6334884 6335120 6336786	03/08/2024 63437 63033 63033	REEVES WIEDEMAN COMPANY INC 4154	779.97 567.89 169.58 42.50
755270 C0903 C0904	03/08/2024 63345 63345	SHAWNEE COUNTY 4521	67.50 33.75 33.75
755271 CFF EVENT 01 2	03/08/2024 63868	STATE OF KANSAS 2697	60.00
755272 21524824	03/08/2024 63334	TVH PARTS CO 11005	753.13
755273 IVY101-0324IM	03/08/2024	TOPEKA HOUSING AUTHORITY IM March 2024 Payment 10159	204.00
755274 91827	03/08/2024 63403	CENTRAL STATES MACHINING & WEL 869	409.62
755275 284280	03/08/2024 63301	TARWATER FARM & HOME SUPPLY 4872	18.52
755276 030424714	03/08/2024 63632	ARC PHYSICAL THERAPY PLUS 9956	2,825.00
755291 00000352024030	03/08/2024	CALIFORNIA DEPARTMENT OF CHILD Child Support - Amt 753	126.92
755292 UNF1240308141	03/08/2024	FRATERNAL ORDER OF POLICEMEN Union Dues - FOP 1773	10,651.90
755293 00000371424030	03/08/2024	STATE OF MISSOURI Child Support - Amt 3473	436.85
755294 PTR23 HOWARD	03/08/2024 PTR23	HOWARD, CURTIS 13350	47.45
755295 PTR23 ADAMS	03/08/2024 PTR23	ADAMS, GARY L 13358	133.69
755296 PTR23 BARNGR	03/08/2024 PTR23	BARNGROVER, CASSIUS A 13355	441.87
755297 PTR23 COLLINS	03/08/2024 PTR23	COLLINS, GEORGE LYLE 13353	284.38
755298 PTR23 COWING	03/08/2024 PTR23	COWING, AURORA G 13357	650.00
755299 PTR23 ELIOT	03/08/2024 PTR23	ELIOT JR, ALFRED G 13360	645.74
755300 PTR23 GATEWO	03/08/2024 PTR23	GATEWOOD, JUDY R 13351	650.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
755301 PTR23 HAWKINS	03/08/2024 PTR23	HAWKINS, PEARL M 13359	581.11 581.11
755302 PTR23 JACKSON	03/08/2024 PTR23	JACKSON, VIRGIL 13349	175.63 175.63
755303 PTR23 LAM	03/08/2024 PTR23	LAM, HONG 13346	339.40 339.40
755304 PTR23 MYRICK	03/08/2024 PTR23	MYRICK, DEBORAH K 13352	509.09 509.09
755305 PTR23 PEREZ	03/08/2024 PTR23	PEREZ, RAMONA 13356	265.72 265.72
755306 PTR23 SANCHEZ	03/08/2024 PTR23	SANCHEZ, JOSEPH A 13345	205.67 205.67
755307 PTR23 WINRICK	03/08/2024 PTR23	WINRICK, DEBRA L 13354	576.56 576.56
755308 24 0284	03/15/2024 63705	RICK'S CONCRETE SAWING 4207	300.00 300.00
755309 6908	03/15/2024 64244	ADVANCED FIRE INC 12312	653.00 653.00
755310 78535783702758	03/15/2024 DE	AT&T 281	713.26 713.26
755311 332156043 2/11/2	03/15/2024 DE	AT&T 281	182.18 182.18
755312 10077995	03/15/2024 63186	BERRY COMPANIES INC 462	178.53 178.53
755313 1275	03/15/2024 64310	BRENNAN VENTURES LLC 12324	1,200.00 1,200.00
755314 146386 146525 146552 146588 146602 146697 146742 146836 146989 147006 147019 147068	03/15/2024 63349 63349 63349 63349 63349 63587 63349 63349 63349 63587 63349 63349	BROWNS SUPER SERVICE INC 670	85.00 105.00 85.00 105.00 300.00 350.00 105.00 85.00 250.00 85.00 250.00 115.00 1,920.00
755315 240306	03/15/2024 64362	COMPASS HEALTH TECHNOLOGIES 10802	3,000.00 3,000.00
755316 14051	03/15/2024 63559	DEVELOPMENT STRATEGIES INC 11812	5,603.75 5,603.75
755317 8 865169 8 865264	03/15/2024 63258 63258	ELLIOTT AUTO SUPPLY COMPANY 5676	52.15 285.06 538.54

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
8 865309	63258		-130.41
8 Z20019	63314		331.74
755318	03/15/2024	FEDEX 1632	406.63
8 423 36248	63418		406.63
755319	03/15/2024	FISHER PARKING & SECURITY INC 5802	72.50
31028	63889		130.00
31047	60073		-57.50
755320	03/15/2024	GERKEN RENT-ALL INC 12720	414.67
153909	63452		79.99
153914	63452		79.99
153957	63452		34.98
154096	63452		44.99
154138	63452		10.78
154212	63452		74.98
154227	63452		88.96
755321	03/15/2024	J-DOT INC 531	2,194.00
347666	63766		2,194.00
755322	03/15/2024	JOHN HOFFER CHRYSLER JEEP INC 2541	13,012.78
91000	63279		13,012.78
755323	03/15/2024	KANSAS DEPARTMENT OF REVENUE 2666	25.00
64428 FEBRUAR	64428		25.00
755324	03/15/2024	KANSAS DEPT OF HEALTH & ENVIR 2676	20.00
64261 #19044 SM	64261		20.00
755325	03/15/2024	LAIRD NOLLER FORD INC 2939	1,324.10
1317565	63289		91.78
1317592	63289		426.01
1317627	63289		-318.50
1317628	63289		71.89
1317736	63289		889.20
1317774	63289		66.69
1317783	63289		97.03
755326	03/15/2024	MAINLINE PRINTING INC 12824	135.32
129645	59732		135.32
755327	03/15/2024	MUNICIPAL SUPPLY INC 9601	30,961.71
0899279 IN	63996		22,519.40
0899280 IN	63739		2,281.33
0899289 IN	63996		4,147.20
0899348 IN	64042		2,013.78
755328	03/15/2024	NAILL ENTERPRISES LTD 4931	96.15
3125 20	63027		96.15
755329	03/15/2024	RAD INC 5042	74.00
101055	63305		74.00
755330	03/15/2024	REEVES WIEDEMAN COMPANY INC 4154	46.85
6338315	63437		46.85
755331	03/15/2024	SHAWNEE COUNTY 4505	8,362.35
1096	64166		917.43
1097	64166		364.06
1098	64166		353.27

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
1099	64166		472.42
1100	64166		926.80
1101	64166		267.25
1102	64166		1,799.47
1104	64166		634.68
1105	64166		422.52
1106	64166		454.06
1107	64166		1,127.72
1108	64166		622.67
755332 685558	03/15/2024 63677	SOUTHERN IONICS INCORPORATED 12385	 8,937.53
755333 0738033665 0225	03/15/2024 CIRCUITS	SOUTHWESTERN BELL TELEPHONE CO 282	 4,350.97
755334 0780773571 0225	03/15/2024 CIRCUITS	SOUTHWESTERN BELL TELEPHONE CO 282	 294.20
755335 P91275	03/15/2024 63306	VERMEER GREAT PLAINS INC 5218	 214.87
755336 284606 284607 6376516	03/15/2024 63301 63301 63445	TARWATER FARM & HOME SUPPLY 4872	 18.52 2.49 1,049.50
755337 INV35818	03/15/2024 63608	HEALTHSTAT INC 9951	 49,885.67
755338 10001392 10001460	03/15/2024 63783 63783	STORMONT VAIL HEALTHCARE 5753	 550.00 550.00
755350 FEBRUARY 2024	03/15/2024 DE	SHAWNEE COUNTY 4504	 178,282.79
755351 FEBRUARY 2024	03/15/2024 DE	SHAWNEE COUNTY 7574	 174,079.44
755352 PTR23 AUTEN	03/15/2024 PTR23	AUTEN, ELLEN 13385	 141.05
755353 PTR23 LACLAIR	03/15/2024 PTR23	LACLAIR, SARA A 13387	 92.27
755354 PTR23 MCBRIDE	03/15/2024 PTR23	MCBRIDE, MARY E 13386	 650.00
755355 CR 2021 000569	03/15/2024 BM WILLIAMS	CARTER, YOLANDA REGINA 13156	 25.00
755356 CR 2023 000711	03/15/2024 JDS MINTON	DAVIS, SHANON G 13344	 25.00
755357 CR 2022 000676 CR 2023 000072	03/15/2024 AL OSBORNE JE GARCIA	KANSAS BUREAU OF INVESTIGATION 2646	 400.00 400.00
755358 CR 2023 000283	03/15/2024 JM CULBERTSON	SHREVE, BRANDY L 13286	 25.00

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755359	03/15/2024	STILTZ, DANIELLE	8856
CR 2011 001602		ANA M WHERRELL	80.00
			80.00
755360	03/22/2024	BLITT AND GAINES PC	12381
00000252024032		Garnishment - Pct of Net	254.86
			254.86
755361	03/22/2024	BUTLER & ASSOCIATES PA	731
00000080624032		Garnishment - Pct of Net	413.24
			413.24
755362	03/22/2024	BUTLER & ASSOCIATES PA	731
00000328724032		Garnishment - Pct of Net	155.41
			155.41
755363	03/22/2024	CARL B DAVIS	12867
00000305824032		Bankruptcy - Amt 26 PP	64.61
			64.61
755364	03/22/2024	CARL B DAVIS	12867
00000348524032		Bankruptcy - Amt 26 PP	69.23
			69.23
755365	03/22/2024	CARL B DAVIS	12867
00000347924032		Bankruptcy - Amt 26 PP	85.39
			85.39
755366	03/22/2024	CARL B DAVIS	12867
00000377124032		Bankruptcy - Amt 26 PP	70.62
			70.62
755367	03/22/2024	CARL B DAVIS	12867
00000376924032		Bankruptcy - Amt 26 PP	304.62
			304.62
755368	03/22/2024	CARL B DAVIS	12867
00000119524032		Bankruptcy - Amt 26 PP	311.54
			311.54
755369	03/22/2024	CARL B DAVIS	12867
00000082824032		Bankruptcy - Amt 26 PP	323.08
			323.08
755370	03/22/2024	CARL B DAVIS	12867
00000063324032		Bankruptcy - Amt 26 PP	83.08
			83.08
755371	03/22/2024	CARL B DAVIS	12867
00000035024032		Bankruptcy - Amt 26 PP	64.61
			64.61
755372	03/22/2024	CARL B DAVIS	12867
00000070524032		Bankruptcy - Amt 26 PP	541.38
			541.38
755373	03/22/2024	CARL B DAVIS	12867
00000332024032		Bankruptcy - Amt 26 PP	507.69
			507.69
755374	03/22/2024	MCNEILEPAPPAS PC	10454
00000252024032		Garnishment - Pct of Net	254.86
			254.86
755375	03/22/2024	LOVE ABIDING CHURCH OF GOD	13369
O1	64410		125.00
P1	64410		355.00
T1	64410		20.00
			500.00
755376	03/22/2024	ABSOLUTE TINTING LLC	13238
8176	63164		2,000.00
			2,000.00
755377	03/22/2024	AT&T	281
2737307808	63814		16,560.74
			16,560.74
755378	03/22/2024	AT&T	281
7364656800	63813		1,067.17
			1,067.17

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755379	03/22/2024	BERRY COMPANIES INC 462	4,328.73
10078149	63186		4,432.11
10078293	63186		-103.38
755380	03/22/2024	BME INC 621	23.19
213020	63190		23.19
755381	03/22/2024	BROWNS SUPER SERVICE INC 670	85.00
147132	63349		85.00
755382	03/22/2024	CELLCO PARTNERSHIP 9497	3,471.30
9958029902 3-24		7852071280	40.01
9958029902A 3-2		7852072237	41.47
9958029902AB 3-		7852491554	40.13
9958029902AD 3		7852496701	40.01
9958029902AI 3-		7852893011	-30.34
9958029902AK 3		7852893743	40.01
9958029902AM 3		7853047008	40.01
9958029902AN 3		7853381038	40.01
9958029902AO 3		7853381605	40.01
9958029902AT 3-		7853383081	40.01
9958029902AU 3		7853383098	40.01
9958029902AV 3-		7853383156	40.01
9958029902AX 3-		7853383516	40.01
9958029902BA 3-		7853386141	40.01
9958029902BC 3		7853386249	40.01
9958029902BD 3		7853386308	-30.34
9958029902BF 3-		7853386521	-31.72
9958029902BG 3		7853386658	40.01
9958029902BI 3-		7853838375	41.47
9958029902BJ 3-		7854711189	46.47
9958029902BK 3-		7854960235	41.47
9958029902BL 3-		7854968036	41.47
9958029902BN 3		7855067132	41.47
9958029902BO 3		7855590342	40.01
9958029902BP 3-		7855590567	40.01
9958029902BQ 3		7855590675	40.01
9958029902BT 3-		7855599068	40.01
9958029902BW 3		7855599565	-24.82
9958029902BY 3-		7855599635	40.01
9958029902BZ 3-		7855599684	40.01
9958029902C 3-2		7852078135	40.01
9958029902CC 3		7855599900	-31.72
9958029902CD 3		7855812636	41.47
9958029902CE 3		7855813352	40.01
9958029902CG 3		7855813386	40.01
9958029902CH 3		7855813401	40.01
9958029902CI 3-		7855813653	49.40
9958029902CJ 3-		7855814421	46.47
9958029902CL 3-		7855814549	41.47
9958029902CM 3		7855814550	41.47
9958029902CO 3		7855814652	41.47
9958029902CQ 3		7855814688	41.47
9958029902CR 3		7855814694	41.47
9958029902CS 3		7855814710	41.47
9958029902CT 3-		7855814713	46.47
9958029902CU 3		7855814716	-24.82
9958029902CV 3		7855814720	48.19
9958029902CX 3		7855814756	46.47
9958029902CZ 3-		7855814830	41.47
9958029902D 3-2		7852078160	40.01
9958029902DB 3		7856700296	40.01

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9958029902DC 3		7852071429	41.47	
9958029902DD 3		7855812458	41.47	
9958029902DE 3		7852215397	40.01	
9958029902DF 3		7856000660	41.47	
9958029902DG 3		7856000706	41.47	
9958029902DH 3		7856000996	41.47	
9958029902DI 3-		7856001880	41.47	
9958029902DK 3		7852151574	41.47	
9958029902DM 3		7853044727	41.47	
9958029902DN 3		7853835866	41.47	
9958029902DO 3		7854140039	40.01	
9958029902DP 3		7854140172	41.47	
9958029902DQ 3		7854809139	41.47	
9958029902DR 3		7856000240	26.01	
9958029902DS 3		7856008096	41.47	
9958029902DT 3		7856334637	41.47	
9958029902DU3-		7856337685	41.47	
9958029902DV3-		7856700615	40.01	
9958029902DX3-		7856700622	40.01	
9958029902DY3-		7856700627	40.01	
9958029902DZ3-		7856700635	40.01	
9958029902E 3-2		7852130336	40.01	
9958029902EA3-		7856700693	40.01	
9958029902EB3-		7856700706	40.01	
9958029902EC3-		7856700709	40.01	
9958029902ED3-		7856700750	40.01	
9958029902EF3-		7856700808	40.01	
9958029902EG3-		7858060163	41.47	
9958029902EH3-		7858615235	41.47	
9958029902EI3-2		7859693251	41.47	
9958029902EJ3-		7856008415	40.01	
9958029902EK3-		7856008369	41.47	
9958029902F 3-2		7852130361	40.01	
9958029902G 3-2		7852131521	40.01	
9958029902J 3-2		7852135594	41.47	
9958029902K 3-2		7852135793	41.47	
9958029902L 3-2		7852173959	46.47	
9958029902O 3-2		7852210204	40.01	
9958029902Q 3-2		7852216512	40.01	
9958029902S 3-2		7852217434	40.01	
9958029902T 3-2		7852217536	40.01	
9958029902U 3-2		7852218389	40.01	
9958029902V 3-2		7852301806	40.01	
9958029902Y 3-2		7852305854	40.01	
755383	03/22/2024	CINTAS CORPORATION NO 2	1497	1,394.79
8406700629	63769		1,394.79	
755384	03/22/2024	COLLINS, ALLEN F	1025	43,500.00
64160 PROP AC	64160		21,000.00	
64160 SHUNGAN	64160		22,500.00	
755385	03/22/2024	COREFIRST BANK & TRUST	1111	6,512.39
FEBRUARY 2024	64479		6,512.39	
755386	03/22/2024	ELLIOTT AUTO SUPPLY COMPANY	5676	782.61
2 6512226	63258		24.10	
8 866701	63258		132.18	
8 866989	63258		129.98	
8 867002	63258		63.99	
8 867026	63258		19.49	
8 867238	63314		520.00	
8 Z20023	63258		-107.13	

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755387 77598	03/22/2024 63413	ENVISION INDUSTRIES INC 1549	49.91 49.91
755388 8 430 53892	03/22/2024 63418	FEDEX 1632	442.69 442.69
755389 370345	03/22/2024 63261	FINLAY AUTOMOTIVE SUPPLY INC 10237	67.83 67.83
755390 163306 1	03/22/2024 63729	FIRST RESPONDER OUTFITTERS INC 10972	1,508.76 1,508.76
755391 154266 154280 154301	03/22/2024 63452 63452 63452	GERKEN RENT-ALL INC 12720	245.93 15.99 18.07 279.99
755392 6897D 6898D 6899D	03/22/2024 63270 63270 63270	HAYS FIRE AND RESCUE SALES AND 11147	47.00 1,966.18 808.78 2,821.96
755393 4139538	03/22/2024 63610	INFORMATION NETWORK OF KANSAS 2395	137.61 137.61
755394 JHBB603 JHBB655	03/22/2024 63695 63422	IRON MOUNTAIN INC 2444	155.97 77.13 233.10
755395 61047 11	03/22/2024 61047	JOHN ROHRER CONTRACTING 12251	452,110.50 452,110.50
755396 1317044 1317295 1317309 1317310 1317328 1317339 1317383 1317396 1317544 1317618 1317757	03/22/2024 63289 63326 63289 63289 63289 63289 63289 63289 63289 63289 63289 63289	LAIRD NOLLER FORD INC 2939	70.59 130.00 31.71 13.20 90.87 9.10 85.80 259.42 319.80 9.10 244.53 1,264.12
755397 SIN066288	03/22/2024 64309	MAGNET FORENSICS LLC 11236	2,710.00 2,710.00
755398 129853	03/22/2024 59732	MAINLINE PRINTING INC 12824	127.01 127.01
755399 9125 21	03/22/2024 63027	NAILL ENTERPRISES LTD 4931	96.15 96.15
755400 INV 1044139	03/22/2024 63795	PASSPORT LABS INC 12091	282.20 282.20
755401 6343630 6344473	03/22/2024 63437 63033	REEVES WIEDEMAN COMPANY INC 4154	39.14 409.01 448.15

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755402 2167 05 24	03/22/2024 62551	REVPAR INTERNATIONAL INC 13234	8,013.19 8,013.19
755403 64155 FEB 2024	03/22/2024 64155	SHAWNEE COUNTY 4502	4,336.09 4,336.09
755404 2203741	03/22/2024 57039	STANTEC CONSULTING SERVICES 5900	22,258.70 22,258.70
755405 TKERH14706 1 TKERH14808 1 TKERH14861 1 TKERH14947 1 TKERH15089 1 TKERH15169 1 TKERH15231 1 TKERH15272 1 TKERH15361 1	03/22/2024 64466 64466 64466 64466 64466 64466 64466 64466 64466	TOPEKA ER HOSPITAL LLC 13186	259.21 209.25 61.72 45.45 45.45 45.45 45.45 181.46 333.06 1,226.50
755406 130 138155 130 140689	03/22/2024 64393 64394	TYLER TECHNOLOGIES INC 10407	2,480.00 36,305.85 38,785.85
755407 IN20240333 IN20240559	03/22/2024 63682 63682	UTILITY SAFETY AND DESIGN INC 12512	75.00 2,500.00 2,575.00
755408 E02917 P91520	03/22/2024 62849 63306	VERMEER GREAT PLAINS INC 5218	67,591.27 80.85 67,672.12
755409 PPMC241039	03/22/2024 64339	WICHITA STATE UNIVERSITY 7947	9,500.00 9,500.00
755410 91842	03/22/2024 63579	CENTRAL STATES MACHINING & WEL 869	280.08 280.08
755411 80224 80225 80479	03/22/2024 63022 63022 63022	KANSAS FIRE & SAFETY EQUIPMENT 2704	486.00 175.00 507.00 1,168.00
755412 TO0002123691 0	03/22/2024 62972	MCCRAY LUMBER COMPANY INC 3280	65.38 65.38
755413 137652 137813	03/22/2024 64227 64227	MID-STATES MATERIALS LLC 3401	5,711.24 1,255.54 6,966.78
755414 101968518 101972120 101972131	03/22/2024 63026 63026 63026	MIDWEST MOTOR SUPPLY CO INC 2854	18.49 178.12 362.94 559.55
755415 6377688	03/22/2024 63301	TARWATER FARM & HOME SUPPLY 4872	29.95 29.95
755416 E299108970 E299278110 E299358400	03/22/2024 64467 64467 64467	COTTON ONEIL CLINIC 1131	10.41 90.35 90.35 355.74

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
E300172010	64467		90.35
E300612281	64467		37.14
E300692610	64467		37.14
755417	03/22/2024	STORMONT VAIL HEALTHCARE 5753	2,624.84
60174917002	64465		45.45
60177243101	64465		63.28
60177568500	64465		67.81
60178627400	64465		170.72
60180482201	64465		45.45
60180495301	64465		1,566.69
60181530300	64465		268.20
60182129800	64465		45.45
60182359600	64465		80.56
60182721200	64465		271.23
755442	03/22/2024	CALIFORNIA DEPARTMENT OF CHILD 753	126.92
00000352024032		Child Support - Amt	126.92
755443	03/22/2024	FRATERNAL ORDER OF POLICEMEN 1773	10,651.90
UNF1240322161		Union Dues - FOP	10,651.90
755444	03/22/2024	STATE OF MISSOURI 3473	701.31
00000371424032		Child Support - Amt	436.85
00000371424032		Child Support - Amt	264.46
755445	03/22/2024	ENVIRONMENTAL & PROCESS SYSTEM 1543	1,636.02
IK2402 13	64321		1,636.02
755446	03/22/2024	BOYLE, SHARON F 13402	79.59
PTR23 BOYLE	PTR23		79.59
755447	03/22/2024	COLPITTS, CATHERINE A 13396	438.58
PTR23 COLPITTS	PTR23		438.58
755448	03/22/2024	CYPRET, CHRISTINE L 13397	311.02
PTR23 CYPRET	PTR23		311.02
755449	03/22/2024	DELOZIER, GEORGE L 13400	333.27
PTR23 DELOZIER	PTR23		333.27
755450	03/22/2024	GUTIERREZ, ROSEMARY R 13403	173.01
PTR23 GUTIERR	PTR23		173.01
755451	03/22/2024	RANSOM, ROSA L 13401	312.76
PTR23 RRANSOI	PTR23		312.76
755452	03/22/2024	VALDIVIA, KAREN S 13399	305.59
PTR23 KVALDIVI	PTR23		305.59
755453	03/22/2024	WEBER, NANCY L 13398	359.76
PTR23 WEBER	PTR23		359.76
755454	03/22/2024	WILSON, EDWARD 13395	352.19
PTR23 WILSON	PTR23		352.19
755455	03/22/2024	ALANIS-NEGRETE, J REYES 9715	7.51
CR 2007 0011769		DEANN K MASSEY	7.51
755456	03/22/2024	KANSAS BUREAU OF INVESTIGATION 2646	49.56
CR 2008 000998		AG JEWETT	24.56
CR 2021 000741		MEGAN M MCATEE	25.00

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
755457	03/22/2024	KUHN, JENNIFER	13130
CR 2022 000780		JOHN M ANDRICK	25.00
			25.00
755458	03/22/2024	MICHAUD, KRISTINA L	13412
CR 2022 000494		SD STAPLETON	45.00
			45.00
755459	03/22/2024	SANDERS, GEORGIA MAE	13323
CR 2023 000533		CB PHILLIPSIII	100.00
			100.00
755460	03/22/2024	WALMART RESTITUTION RECOVERY	6534
CR 2010 001133		CN DUNN	211.74
			211.74
755461	03/29/2024	ACTION ADVERTISING CO INC	43
79846		63165	765.00
			765.00
755462	03/29/2024	AIRGAS INC	13216
9147573406		62957	945.65
			945.65
755463	03/29/2024	AT&T	281
322085980		3/19/2 PD UVERSE	133.75
			133.75
755464	03/29/2024	AT&T	281
332156043		3/11/2 DE	192.78
			192.78
755465	03/29/2024	AT&T	281
6358997808		LONG DISTANCE	4.04
			4.04
755466	03/29/2024	AT&T	281
2376387807		63815	1,506.67
			1,506.67
755467	03/29/2024	BIG TWIN INC	5031
855921		63189	118.59
			118.59
755468	03/29/2024	CODE 5 GROUP LLC	12321
3897		64587	3,000.00
			3,000.00
755469	03/29/2024	CONSOLIDATED RURAL WATER	1076
63638 MAR 2024		63638	1,658.75
			1,658.75
755470	03/29/2024	CROSSLAND HEAVY CONTRACTORS	10436
59413 5		59413	41,490.00
			41,490.00
755471	03/29/2024	FEDEX	1632
8 438 43598		63418	471.44
			471.44
755472	03/29/2024	FINLAY AUTOMOTIVE SUPPLY INC	10237
369235		63315	131.09
370527		63261	-69.21
371066		63315	121.64
371092		63315	24.41
371212		63315	95.66
			303.59
755473	03/29/2024	HAYS FIRE AND RESCUE SALES AND	11147
6934D		63270	225.14
6935D		63270	165.13
6936D		63270	104.16
			494.43
755474	03/29/2024	HERITAGE-CRYSTAL CLEAN INC	9426
18531793		63321	587.12
			587.12
755475	03/29/2024	HERO INDUSTRIES INC	10094
			2,765.00

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
17512	64011		2,765.00
755476	03/29/2024	HYGIENIC DRY CLEANERS INC 11630	28.50
A 512792	63727		19.00
A 512797	63727		9.50
755477	03/29/2024	KANSAS DEPT OF HEALTH & ENVIR 2676	20.00
64261 #7242 RO	64261		20.00
755478	03/29/2024	MOSER, ROBERT E 3537	495.00
63690 FEB 2024	63690		495.00
755479	03/29/2024	NAILL ENTERPRISES LTD 4931	106.15
9125 22	63027		106.15
755480	03/29/2024	SHAW POLYGRAPH SERVICES INC 9536	1,190.00
1474	64384		1,190.00
755481	03/29/2024	SHAWNEE COUNTY 4521	708.25
113RVH25	63345		14.25
128MHW25	63345		14.25
276MUX25	63345		14.25
31590392	63345		33.75
624NET25	63345		14.25
643NET25	63345		14.25
730SFJ25	63345		14.25
752SFJ25	63345		14.25
8334ACP25	63345		14.75
8346ACP25	63345		14.75
8362ACP25	63345		14.75
8398ACP25	63345		14.75
8439ACP25	63345		14.75
8451ACP25	63345		14.75
8459ACP25	63345		14.75
8477ACP25	63345		14.75
8496ACP25	63345		14.75
8510ACP25	63345		14.75
8530ACP25	63345		14.75
8545ACP25	63345		14.75
8591ACP25	63345		14.75
8606ACP25	63345		14.75
8625ACP25	63345		14.75
8649ACP25	63345		14.75
8659ACP25	63345		14.75
8668ACP25	63345		14.75
8678ACP25	63345		14.75
8690ACP25	63345		14.75
8769ACP25	63345		14.75
8779ACP25	63345		14.75
8795ACP25	63345		14.75
8810ACP25	63345		14.75
8866ACP25	63345		14.75
8872ACP25	63345		14.75
8883ACP25	63345		14.75
8899ACP25	63345		14.75
8911ACP25	63345		14.75
8924ACP25	63345		14.75
8944ACP25	63345		14.75
8966ACP25	63345		14.75
8978ACP25	63345		14.75
9005ABH25	63345		14.25
9008ACP25	63345		14.75
9028ACP25	63345		14.75

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
9049ACP25	63345		14.75
9129ACP25	63345		14.75
9165ACP25	63345		14.75
755482	03/29/2024	SPECIALTY VEHICLE INSTITUTE OF	13390
SV 32550	64515		2,500.00
			2,500.00
755483	03/29/2024	THE ADT SECURITY CORPORATION	12121
154103231	PROTECTION 1		376.83
			376.83
755484	03/29/2024	VOHNE LICHE KENNELS INC	8313
19422	64371		18,000.00
			18,000.00
755485	03/29/2024	WASHBURN UNIVERSITY OF TOPEKA	9234
W22375531	3/25/ 64524		1,381.95
W22385010	3/14/ 64524		3,417.55
W22466854	3/14/ 64524		3,417.55
W22520039	3/14/ 64524		3,417.55
W22542189	3/14/ 64524		2,306.55
W22547154	3/14/ 64524		3,417.55
W22547183	3/14/ 64524		3,417.55
W22547311	3/14/ 64524		3,417.55
			24,193.80
755486	03/29/2024	EVERGY KANSAS CENTRAL INC	5377
AND106-0424		1291325464	177.00
AND107-0424		8277680867	105.00
ANS102-0424		0599766248	115.00
ATK103-0424		6132002764	60.00
BAR107-0424		3781838027	85.00
BLA105-0424		2648597364	88.00
BOO102-0424		4295077701	100.00
BRI107-0424		1544479540	38.00
BRO109-0424		5284973957	80.00
BUS102-0424		6234102228	47.00
CHA102-0424		413705059	58.00
CLA105-0424		4936336144	216.00
CLE102-0424		3527120200	17.00
CLI102-0424		0142322820	86.00
CLI103-0424		2824442688	75.00
COT102-0424		9123314257	129.00
DEL101-0424		6300885933	37.00
DIX101-0424		4187264182	62.00
DOD101-0424		2865786874	80.00
ESP101-0424		2268306161	53.00
FAR103-0424		9443454529	29.00
FLO102-0424		3017579915	45.00
FRI1060-0424		4342024788	43.00
GAL102-0424		9518284420	472.00
HAD103-0424		6202562469	150.00
HAR102-0424		5058240563	76.00
HEN108-0424		7980331878	155.00
HIL107-0424		2753492805	53.00
HIN101-0424		4607385063	192.00
HUR103-0424		6508435289	22.00
KIM1032-0424		1597301106	6.00
KIR103-0424		3979524044	40.00
LAM101-0424		5622638167	60.00
LIN102-0424		2720643975	126.00
MAR102-0424		8525687789	196.00
MAR113-0424		4144122438	147.00
MAR114-0424		9948488827	105.00
MCC103-0424		1320802347	93.00
MCF102-0424		9382922562	98.00

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
MCG1031-0424		1449386986	100.00
MOE102-0424		8442413762	56.00
MOL101-0424		2703373202	48.00
MON114-0424		5011315548	62.00
MOR105-0424		8387602868	83.00
MUN101-0424		8796474049	168.00
NEL103-0424		5259608908	286.00
PAR101-0424		6420927364	129.00
PEO112-0424		8053579356	58.00
PHI103-0424		1974110169	175.00
PRY101-0424		5521422976	83.00
QUI101-0424		3522576561	34.00
RAM101-0424		1616323459	190.00
REE105-0424		0458908828	85.00
RIC105-0424		7286187903	160.00
SHA1042-0424		8913355261	26.00
SMI123-0424		6061981326	60.00
SUH103-0424		1601691606	120.00
TAY103-0424		4195940483	30.00
THO111-0424		2312601554	100.00
WAG102-0424		4801046177	68.00
WOM101-0424		0401989702	43.00
WRI101-0424		6057607660	177.00
ZIM101-0424		7372400329	100.00
755487	03/29/2024	ONE GAS INC 2708	2,326.00
BEN101-0424		512617527	105.00
BOO102-0424		512399503	100.00
BRI107-0424		510752268	35.00
BRO109-0424		512866840	80.00
BRY103-0424		510637630	208.00
BUS102-0424		512101896	47.00
CHA102-0424		512773577	35.00
CLE102-0424		511693104	16.00
CLI102-0424		510232046	86.00
CLI103-0424		510449260	60.00
COT102-0424		512078980	32.00
DEL101-0424		512521978	36.00
DIX101-0424		512870905	30.00
DRE101-0424		510825387	52.00
ESP101-0424		510148704	40.00
FLO102-0424		512855615	43.00
HAD103-0424		510685670	120.00
HAR102-0424		510501209	75.00
HEN108-0424		512862499	154.00
HIL107-0424		510936078	40.00
KIM1032-0424		510137930	6.00
KIR103-0424		510941594	15.00
MAR102-0424		510912803	48.00
MAR113-0424		512729800	147.00
MAR114-0424		510865916	106.00
MCG1031-0424		510018551	224.00
MOE102-0424		512904030	55.00
MON114-0424		512813868	30.00
MOR105-0424		512615091	38.00
PRY101-0424		512786261	84.00
QUI101-0424		510206251	107.00
SMI123-0424		512882786	32.00
SUH103-0424		512873104	40.00
755488	03/29/2024	KANSAS FIRE & SAFETY EQUIPMENT 2704	48.00
80266	63022		48.00

COUNCIL REPORT OF VENDOR PAYMENTS

Between 2/24/2024 and 3/29/2024

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
755489 42024533 00	03/29/2024 63424	KEY REFRIGERATION SUPPLY LLC 2848	62.80 62.80
755490 627333	03/29/2024 63444	SUNFLOWER RENTS LLC 4817	136.00 136.00
755491 285318	03/29/2024 63301	TARWATER FARM & HOME SUPPLY 4872	28.46 28.46
755517 CR 2023 000097(AM TALBERT CR 2023 000254(KARINA G GOMEZ CR 2023 000374(LINDSAY E COX CR 2023 000499(EN TINAJERO	03/29/2024	KANSAS BUREAU OF INVESTIGATION 2646	50.00 400.00 25.00 50.00 525.00
755518 CR 2018 000170(DEANN M HILL	03/29/2024	LOAN SMART 13131	50.00 50.00
Total for Check Payments			1,586,856.77
TOTAL OF PAYMENTS			32,443,976.47 32,436,170.47

Payment Listing

CB255 Date: 03/28/24
Time: 14:57

JOB SUBMISSION PARAMETERS

User Name: INFORBC\lmunoz
Job Name: CB255LM
Step Nbr: 1

Cash Code: 07 US BANK OPERATING ACCT
or Cash Code Group:

Transaction Code: SYS AP SYSTEM PAYMENT
Check Date: 022424 - 032924
Check Nbr: -
Company: 1

Transaction Status: P Paid
Report Sequence: C By Transaction Code
Detail Option: Summary

Payment Listing

CB255 Date 03/28/24
Time 14:57

Payment Listing
Cash Code 07 US BANK OPERATING ACCT
By Transaction Code (Status: Paid)

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name	Pay Group	Proc Grp
BLACK DIAM	755201	1	02/26/24	03/01/24		52.44	Historical	BLACK DIAMOND MANAGE	COT	
MORALES BU	755202	1	02/26/24	03/01/24		98.24	Historical	JOSE MORALES BUENO	COT	
HARRIS SAR	755203	1	02/26/24	03/01/24		11.00	Historical	SARAH A HARRIS	COT	
LEOPOLD PA	755204	1	02/26/24	03/01/24		83.70	Historical	PATRICK R LEOPOLD	COT	
MARK BOLIN	755205	1	02/26/24	03/01/24		91.06	Historical	MARK BOLING CONSTRUC	COT	
REED BARBA	755206	1	02/26/24	03/01/24		106.35	Historical	BARBARA S REED	COT	
SABATINI M	755207	1	02/02/24	03/01/24		47.57	Historical	MATT C SABATINI	COT	
SCHNEIDER	755208	1	02/26/24	03/01/24		76.24	Historical	BRENT J SCHNEIDER	COT	
WEAVERLING	755209	1	02/26/24	03/01/24		34.73	Historical	SAVANAH J WEAVERLING	COT	
CHAPPELL T	755210	1	11/17/23	03/01/24		10.00	Historical	TERRI LYNN CHAPPELL	COT	
HAYBARKER	755211	1	02/21/24	03/01/24		10.00	Historical	SUZANNE HAYBARKER	COT	
HOWARD MAR	755212	1	02/23/24	03/01/24		10.00	Historical	MARY HOWARD	COT	
KEITHLEY P	755213	1	02/23/24	03/01/24		10.00	Historical	PATRICIA A KEITHLEY	COT	
KIPERS BRE	755214	1	02/12/24	03/01/24		11.14	Historical	BRENDA KAYE KIPERS	COT	
SMITH LAMB	755215	1	02/21/24	03/01/24		10.00	Historical	DANIEL SMITH LAMBERT	COT	
AGUIRRE JE	755216	1	02/23/24	03/01/24		100.00	Historical	JESUS CAMPA AGUIRRE	COT	
CUEVAS COR	755217	1	02/06/24	03/01/24		110.00	Historical	ESTREYA L CUEVAS COR	COT	
GAGER MICH	755218	1	02/21/24	03/01/24		4.00	Historical	MICHELLE L GAGER	COT	
GRAEN BEVE	755219	1	02/20/24	03/01/24		100.00	Historical	BEVERLY LUCILLE GRAE	COT	
SILVA JOSE	755220	1	02/21/24	03/01/24		100.00	Historical	JOSE M SILVA	COT	
ABBOTT OSB	755277	1	02/29/24	03/08/24		3000.00	Historical	ABBOTT OSBORN JACOBS	COT	
UNITED STA	755278	1	03/06/24	03/08/24		3910.00	Historical	UNITED STATES MARSHA	COT	
BERTHIAUME	755279	1	03/07/24	03/08/24		2683.39	Historical	DANIEL BERTHIAUME	COT	
MEDINA JOE	755280	1	03/08/24	03/08/24		45.00	Historical	JOEL MEDINA	COT	
DEAN TERRA	755281	1	02/28/24	03/08/24		45.00	Historical	TERRANCE DEAN	COT	
GONZALEZ H	755282	1	02/28/24	03/08/24		275.00	Historical	HAROLD F GONZALEZ	COT	
GONZALEZ P	755283	1	02/29/24	03/08/24		75.00	Historical	LIANA ANGELICA GONZA	COT	
CARSON KYL	755284	1	02/23/24	03/08/24		12.28	Historical	KYLAN CARSON	COT	
GINER ROZE	755285	1	02/23/24	03/08/24		12.14	Historical	ROZELDA CHRISTINE GI	COT	
GUYTON DIA	755286	1	02/23/24	03/08/24		12.14	Historical	DIANA VELIA GUYTON	COT	
HAMILTON D	755287	1	02/23/24	03/08/24		10.00	Historical	DEIJA LOUISE HAMILTO	COT	
WAGGONER C	755288	1	02/23/24	03/08/24		10.00	Historical	CODY RYAN WAGGONER	COT	
WASHBURN T	755289	1	02/23/24	03/08/24		10.00	Historical	TINA WASHBURN	COT	
WAYMAN RON	755290	1	02/23/24	03/08/24		10.00	Historical	RONALD H WAYMAN	COT	
EDINBURGH	755339	1	03/07/24	03/15/24		86.38	Historical	EDINBURGH TOWNHOMES	COT	
GARCIA CAT	755340	1	03/07/24	03/15/24		781.61	Historical	CATHERINE M GARCIA	COT	
LAKESIDE B	755341	1	03/05/24	03/15/24		78.25	Historical	LAKESIDE BUILDING IN	COT	
MAPES CHRI	755342	1	03/05/24	03/15/24		44.27	Historical	CHRISTINA R MAPES	COT	
SHINN ALBE	755343	1	03/05/24	03/15/24		114.73	Historical	ALBERTA & GARY SHINN	COT	
WRIGHT VER	755344	1	03/05/24	03/15/24		1200.00	Historical	VERA L WRIGHT	COT	
HUNT ANDRE	755345	1	03/12/24	03/15/24		4441.28	Historical	ANDREW HUNT	COT	
MCCALL ROS	755346	1	03/07/24	03/15/24		500.00	Historical	ROSE LEANNA MCCALL	COT	
DELFElder	755347	1	03/07/24	03/15/24		10.00	Historical	STEVEN DELFELDER	COT	

Payment Listing

CB255 Date 03/28/24
Time 14:57

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Payment Listing
Cash Code 07 US BANK OPERATING ACCT
By Transaction Code (Status: Paid)

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name	Pay Group	Proc Grp
HENKENSIEF	755348	1	03/01/24	03/15/24		10.00	Historical	ETTA HENKENSIEFKEN	COT	
CHESTNUT J	755349	1	03/08/24	03/15/24		100.00	Historical	JACIE SHREE CHESTNUT	COT	
BARGER COU	755418	1	03/19/24	03/22/24		121.01	Historical	COURTNEY F BARGER	COT	
DEVLIN JOS	755419	1	03/19/24	03/22/24		57.49	Historical	JOSHUA P DEVLIN	COT	
EWAP	755420	1	03/19/24	03/22/24		3100.71	Historical	EWAP	COT	
GILLMORE &	755421	1	03/19/24	03/22/24		18.68	Historical	GILMORE & ASSOCIATES	COT	
IRISH CLUB	755422	1	03/19/24	03/22/24		500.00	Historical	IRISH CLUB OF TOPEKA	COT	
KEY ASSOC	755423	1	03/19/24	03/22/24		201.18	Historical	KEY ASSOC PROPERTY M	COT	
KING ZACHA	755424	1	03/15/24	03/22/24		3286.24	Historical	ZACHARIAH KING	COT	
LONG LORET	755425	1	03/19/24	03/22/24		64.98	Historical	LORETTA J LONG	COT	
MASTERS KR	755426	1	03/19/24	03/22/24		141.56	Historical	KRYSTAL C MASTERS	COT	
MIMG CLV B	755427	1	03/19/24	03/22/24		131.88	Historical	MIMG CLV BROOKFIELD	COT	
MORRIS MEL	755428	1	03/19/24	03/22/24		103.15	Historical	MELISSA K MORRIS	COT	
MTK PROPER	755429	1	03/19/24	03/22/24		8.29	Historical	MTK PROPERTIES INC	COT	
ONE GAS	755430	1	03/19/24	03/22/24		600.00	Historical	ONE GAS	COT	
PMI ADVISO	755431	1	03/19/24	03/22/24		187.57	Historical	PMI ADVISORY GROUP	COT	
POWERS JOH	755432	1	03/20/24	03/22/24		110.00	Historical	JOHNNY POWERS	COT	
SCHMIDT KE	755433	1	03/19/24	03/22/24		250.00	Historical	KEVIN SCHMIDT	COT	
SCOTT CAST	755434	1	03/19/24	03/22/24		15.98	Historical	SCOTT CASTLE ASSOCIA	COT	
SPINDLER D	755435	1	03/19/24	03/22/24		250.00	Historical	DAN SPINDLER	COT	
STANLEY DO	755436	1	03/19/24	03/22/24		8.01	Historical	DOUGLAS H STANLEY	COT	
WATSON REA	755437	1	03/19/24	03/22/24		240.52	Historical	WATSON REAL ESTATE D	COT	
EDDS HERMA	755438	1	03/13/24	03/22/24		10.00	Historical	HERMAN JOSEPH EDDS	COT	
FELL BRAND	755439	1	03/08/24	03/22/24		10.00	Historical	BRANDON FELL	COT	
LINN NATHA	755440	1	03/15/24	03/22/24		100.00	Historical	NATHAN ROBERT LINN	COT	
WHEELER BR	755441	1	03/08/24	03/22/24		10.00	Historical	BRADLEY WHEELER	COT	
DECKER DEB	755492	1	03/25/24	03/29/24		810.47	Historical	DEBORAH L DECKER	COT	
EDWARDS BO	755493	1	03/25/24	03/29/24		28.96	Historical	BONNIE L EDWARDS	COT	
HAGER MONR	755494	1	03/25/24	03/29/24		26.12	Historical	MONROE W HAGER	COT	
JUMA NORMA	755495	1	03/25/24	03/29/24		123.01	Historical	NORMA JUMA	COT	
K&K SELECT	755496	1	03/25/24	03/29/24		257.00	Historical	K&K SELECT LLC	COT	
MIMG CLV V	755497	1	03/25/24	03/29/24		44.77	Historical	MIMG CLV VILLA SUB L	COT	
WILSON ERI	755498	1	03/25/24	03/29/24		64.68	Historical	ERIC M WILSON	COT	
BERGER MAD	755499	1	03/22/24	03/29/24		171.00	Historical	MADISON MARJORY BERG	COT	
BLANDON OS	755500	1	03/15/24	03/29/24		275.00	Historical	OSMAN DANILO BLANDON	COT	
BOECKMAN M	755501	1	03/19/24	03/29/24		30.00	Historical	MEGAN LEANN BOECKMAN	COT	
BRINKER DA	755502	1	03/22/24	03/29/24		12.41	Historical	DAWN A BRINKER	COT	
BRUNT EDWA	755503	1	03/15/24	03/29/24		35.39	Historical	EDWARD BRUNT	COT	
CATLING KR	755504	1	03/18/24	03/29/24		250.00	Historical	KRISTINA SHANETAY CA	COT	
DILLON DAM	755505	1	03/20/24	03/29/24		100.00	Historical	DAMIAN MICHAEL DILLO	COT	
EDGERTON I	755506	1	03/22/24	03/29/24		10.00	Historical	ISAIAH G EDGERTON	COT	
GIBSON VER	755507	1	03/15/24	03/29/24		10.67	Historical	VERNEL ADONIS GIBSON	COT	
GOULD CONN	755508	1	03/15/24	03/29/24		10.00	Historical	CONNIE J GOULD	COT	
GOULD DOUG	755509	1	03/15/24	03/29/24		10.00	Historical	DOUGLAS K GOULD	COT	

Payment Listing

CB255 Date 03/28/24
Time 14:57

Page 3

Payment Listing
Cash Code 07 US BANK OPERATING ACCT
By Transaction Code (Status: Paid)

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name	Pay Group	Proc Grp
HEGLER TIM	755510	1	03/15/24	03/29/24		10.00	Historical	TIMOTHY HEGLER	COT	
HILL ZACHE	755511	1	03/15/24	03/29/24		17.30	Historical	ZACHERY M HILL	COT	
KELLING BR	755512	1	03/22/24	03/29/24		11.81	Historical	BREONNAH MARIE KEELI	COT	
MACK BRITT	755513	1	03/15/24	03/29/24		10.00	Historical	BRITTANY MACK	COT	
RICHARDSON	755514	1	03/21/24	03/29/24		294.00	Historical	ISAAC THOMAS MIGUEL	COT	
STEINLAGE	755515	1	03/22/24	03/29/24		10.00	Historical	AARON J STEINLAGE	COT	
WHITE SAMU	755516	1	03/19/24	03/29/24		100.00	Historical	SAMUEL GRAYSON WHITE	COT	
Transaction Code SYS Total						30802.78				
Cash Code 07 Total						30802.78				
Report Total						30802.78				

*** REPORT COMPLETED ***



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Ben Hart - Interim Chief Financial Officer **DOCUMENT #:**
SECOND PARTY/SUBJECT: Bank Depositories and Signature Requirements **PROJECT #:**
CATEGORY/SUBCATEGORY: 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Interim City Manager Richard U. Nienstedt, naming banks and savings institutions that are designated as depositories for all City of Topeka accounts and authorizing signatories and rescinding City of Topeka Resolution No. 9489.

(Approval would name banks and savings institutions designated to be depositories which can accept deposits from any and all accounts of the City.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Approval would name certain banks and savings institutions as designated depositories for all City of Topeka accounts and authorizing signatories.

STAFF RECOMMENDATION:

Staff recommends the Governing Body approve the resolution as part of the consent agenda.

BACKGROUND:

Approval is necessary to allow staff members to complete daily duties. The following named banks and savings institutions are designated to be depositories which we can accept deposits from any and all accounts of the City.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Resolution

1 RESOLUTION NO. _____
2

3 A RESOLUTION introduced by Interim City Manager Richard U. Nienstedt naming banks
4 and savings institutions that are designated as depositories for all City
5 of Topeka accounts and authorizing signatories and rescinding City of
6 Topeka Resolution No. 9489.
7

8 BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TOPEKA,
9 KANSAS that the following named banks and savings institutions are hereby designated to
10 be depositories which can accept deposits from any and all accounts of the City:

Alliance Bank	Intrust Bank
Bank of America Merrill Lynch	Kaw Valley Bank
Capitol Federal Savings	Landmark National Bank
Central National Bank	Lyndon State Bank
Community Bank	Silver Lake Bank
CoreFirst Bank & Trust	Sunflower Bank
Denison State Bank	UMB Bank
Equity Bank	US Bank
Fidelity State Bank	Vision Bank
Heritage Bank	

11 BE IT FURTHER RESOLVED that the above-named banks and savings institutions
12 may accept all checks, drafts, bills of exchange, or other orders for the payment of money
13 when drawn on or addressed to any of the banks and savings institutions, if the *facsimile*
14 signatures of both the following persons are imprinted thereon:

15 Interim City Manager: Richard U. Nienstedt

16 City Clerk: Brenda Younger

17 BE IT FURTHER RESOLVED that any of the above-named banks and savings
18 institutions may accept *manually* drafted checks, drafts, bills of exchange, or other orders
19 for payment of money, when drawn on any of the banks and savings institutions, with the
20 proper dual signatures. The dual signatures will come from the persons listed below and
21 *require at least one signature* being the City Clerk.
22

23 Title: Interim City Manager Name: Richard U. Nienstedt
24 Title: City Clerk Name: Brenda Younger
25 Title: Accountant III Name: Krystle Williams
26 Title: Accountant II Name: Amanda Meyer

27 BE IT FURTHER RESOLVED that checks, drafts or other instruments for payment of
28 money drawn to the order of the City of Topeka shall, when properly endorsed, be
29 accepted by the banks and savings institutions for deposit only to the credit of the City of
30 Topeka.

31 BE IT FURTHER RESOLVED that Resolution No. 9489 is rescinded and that the
32 foregoing powers and authority outlined herein are to be continued until written notice or
33 revocation has been given to the banks and savings institutions by the City of Topeka.

34 This Resolution shall become effective after it is adopted and approved by the
35 Governing Body.

36 ADOPTED and APPROVED by the Governing Body on _____.

37 CITY OF TOPEKA, KANSAS
38
39
40
41

42 _____
Mike Padilla, Mayor

43 ATTEST:
44
45
46
47

48 _____
Brenda Younger, City Clerk



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Ben Hart - Interim Chief Financial Officer
DOCUMENT #:
SECOND PARTY/SUBJECT: Kansas Municipal Investment Pool
PROJECT #:
CATEGORY/SUBCATEGORY: 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Interim City Manager Richard U. Nienstedt, authorizing the City of Topeka's participation in the Kansas Municipal Investment Pool and authorizing signatories and rescinding City of Topeka Resolution No. 9490.

(Approval would approve the City of Topeka's participation in the investment pool and authorizing signatories.)

VOTING REQUIREMENTS:

Action requires least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to approve the City of Topeka's participation in the investment pool and authorizing signatories on the account.

STAFF RECOMMENDATION:

Staff recommends the Governing Body approve the resolution as part of the consent agenda.

BACKGROUND:

Approval is necessary to allow staff members to complete daily duties.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Resolution

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by Interim City Manager Richard U. Nienstedt concerning
4 the City of Topeka's participation in the State of Kansas Municipal
5 Investment Pool and rescinding City of Topeka Resolution No. 9490.
6

7 WHEREAS, the City of Topeka is a municipality, as defined in K.S.A. 12-1675a,
8 hereinafter referred to as "Participant," and from time to time has funds on hand in excess
9 of current needs; and

10 WHEREAS, it is in the best interests of Participant and its inhabitants to invest funds
11 in investments that yield a favorable rate of return while providing the necessary liquidity
12 and protection of the principal; and

13 WHEREAS, the Pooled Money Investment Board, hereinafter referred to as "PMIB,"
14 operates the Municipal Investment Pool, hereinafter referred to as "MIP," a public funds
15 investment pool, pursuant to K.S.A. 12-1677a, and amendments thereto; and

16 WHEREAS, the MIP is a permitted investment of the City under K.S.A. 12-1675.

17 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

18 1. That Participant approves the establishment of an account in its name in the
19 MIP for the purpose of transmitting funds for investment, subject to the MIP Participation
20 Policy adopted by the PMIB, and Participant acknowledges it has received a current copy
21 of such Participation Policy. Participant's taxpayer identification number assigned by the
22 Internal Revenue Service is 48-6028701.

23 2. That the following individuals are officers or employees of Participant and are
24 each hereby authorized to transfer funds for investment in the MIP, to withdraw funds from
25 time to time, to issue letters of instruction, and to take all other actions deemed necessary
26 or appropriate for the investment of funds upon submission of dual signatures. The dual

27 signatures will come from the persons listed below and requires at least one signature by
28 the City Clerk:

29 Title: Interim City Manager Name: Richard U. Nienstedt

30 Title: City Clerk Name: Brenda Younger

31 Title: Accountant III Name: Krystle Williams

32 Title: Accountant II Name: Amanda Meyer

33 3. That notices required by the PMIB's Municipal Investment Pool Participant
34 Policy shall be provided to:

35 Finance Department
36 215 SE 7th, Room 358
37 Topeka, Kansas 66603
38 785-368-2544
39 785-368-3975 (fax)
40

41 4. That this Resolution and its authorization shall continue in full force and effect
42 until amended or revoked by the Participant and until the PMIB receives a copy of any such
43 amendment or revocation, the PMIB is entitled to rely on same.

44 BE IT FURTHER RESOLVED that the City of Topeka Resolution No. 9490 is hereby
45 rescinded.

46 ADOPTED and APPROVED by the Governing Body on _____.

47 CITY OF TOPEKA, KANSAS

48
49
50
51 _____
52 Mike Padilla, Mayor

52 ATTEST:
53
54
55 _____
56 Brenda Younger, City Clerk



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Rhiannon Friedman, Planning and Development Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Gen III Construction and Development LLC - Reinvestment Housing Incentive District (RHID) Application
PROJECT #:
CATEGORY/SUBCATEGORY: 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Interim City Manager Richard Nienstedt making certain findings pursuant to the Kansas Reinvestment Housing Incentive District Act with regard to an application submitted by Gen III Construction & Development LLC to establish a Reinvestment Housing Incentive District and requesting that the Kansas Secretary of Commerce review the Resolution and advise the Governing Body.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval will authorize publication in the Topeka Metro Newspaper and submission to the Kansas Secretary of Commerce for review.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to take the first step in establishing a reinvestment housing incentive district by adopting certain findings and submitting them to the Kansas Secretary of Commerce for review.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The City's housing study identified a need to construct 420 units over the next five years to meet the demand for housing as well as an additional 2300 units to catch up from past demand. In an effort to provide an economic development tool to address housing needs, the City of Topeka approved Resolution 9379 establishing a Reinvestment Housing Incentive District Policy (RHID).

BUDGETARY IMPACT:

There is no budgetary impact associated with this phase of the application process.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

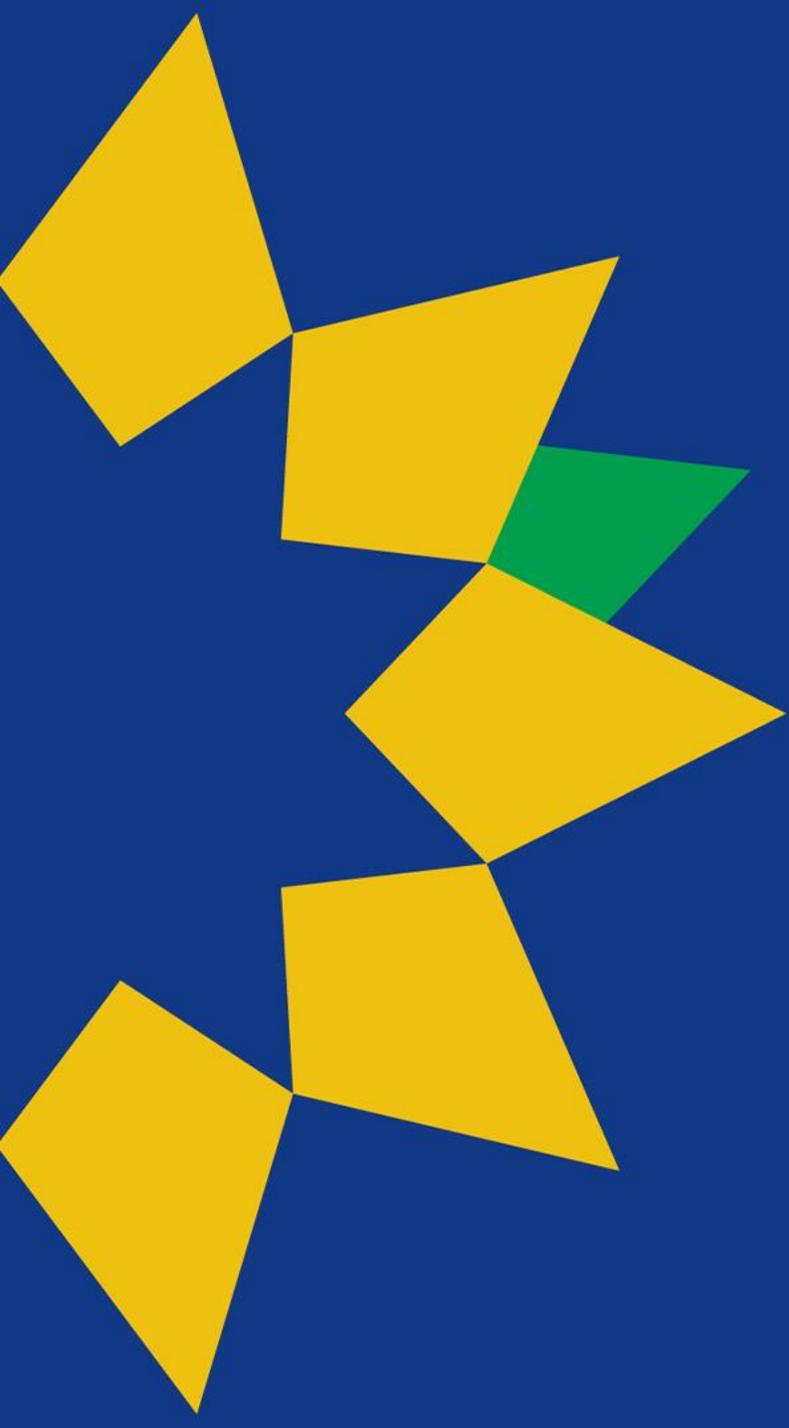
Presentation -Meier's Place Subdivision

Executive Memo - R. Friedman

Resolution - Meier's Sub RHID

Phase 1 RHID Application

City of Topeka RHID Policy (Resolution No. 9452)



**CITY OF
TOPEKA**



**Meier's Place Subdivision,
Gen III Construction &
Dev. LLC
RHID District**

Rhiannon Friedman, Planning & Development Director

District Overview

- The City of Topeka has received an application requesting the creation of an RHID district for Meier's Place Subdivision.
- Staff is seeking approval at the May 7th meeting to send this district to the Kansas Department of Commerce for approval. If approved, a full project plan and development agreement will come before the Governing Body for review and approval at a later date.



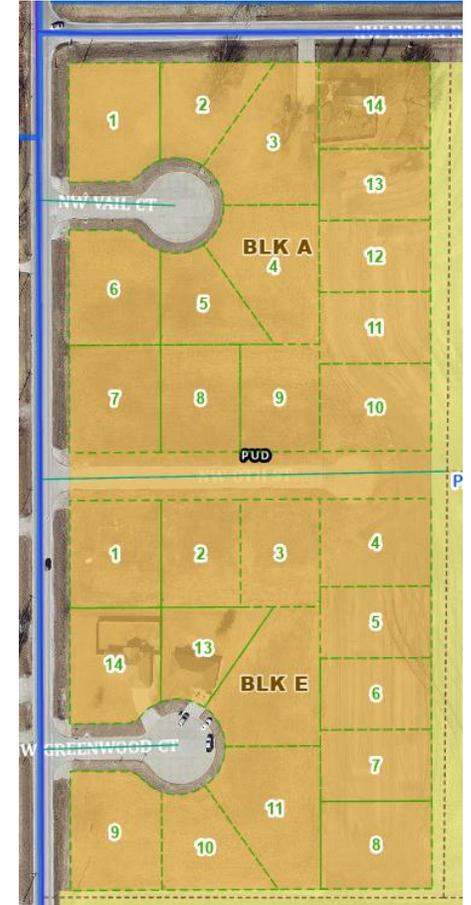
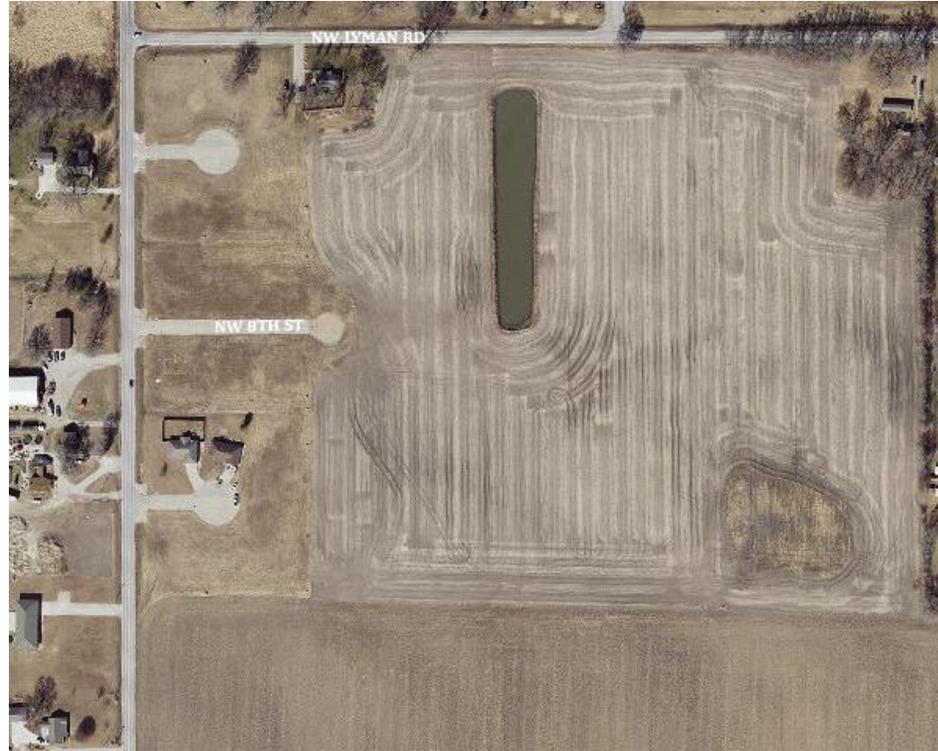
District Details

- Meier's Place proposal will add 15 additional single family homes with potential for 41 additional homes in future development plans.
- Homes in this development will range from 1,200 to 1,750 square feet with a 3 bedroom 2 bathroom layout to include a 2 car garage.
- A target price range to help fill the demand gap in the area will be between \$200,000 to \$300,000 depending on design layout.



Meier's Place Sub

- Meier's Place Sub is located NW corner of Lyman Rd and Vail Ave. This area falls south of North 24 hwy.
- The map on the right shows the platted parcels that make up a portion of the 15 new single family homes proposed with this phase 1 development project.



Next Steps

- Application requesting a district be created was submitted on March, 14th 2024 by applicant.
- We are currently seeking approval to send to Department of Commerce for the creation of a district at this May, 7th 2024 Governing Body meeting.
- Should Department of Commerce approve the creation of a district the developer will need to submit a Housing Plan that will be reviewed by the RHID Review Committee then presented to Council for final approval at a following date.





CITY OF TOPEKA

Planning & Development Department
Holliday Building, 620 SE Madison St., Unit 11
Topeka, KS 66607

Rhiannon Friedman, Director
Tel: 785-368-3728
www.topeka.org

MEMORANDUM

TO: City Manager & Governing Body

FROM: Rhiannon Friedman, Director of Planning and Development

RE: Meier's Place Subdivision RHID Application

The purpose of this memo is to discuss the RHID Step 1 application for the Meier's Place Subdivision submitted by Walker Bassett with Gen III Construction and Development (Gen III) on March 14, 2024.

The RHID Step 1 application provides the city with the following items:

- Cover letter formally requesting the creation of a district, including a general description of the development anticipated within the district.
- A legal description and map of the proposed district.
- Proof of site control for proposed district.
- Certification that neither the developer nor any of its shareholders/ partners is delinquent on its property tax or special assessment payments on any property owned within Shawnee County.

Once approved, the application is remitted to the Kansas Department of Commerce to fully establish the district.

The proposed development is located in the North Topeka area and includes:

- 15 single-family homes in phase one, 41 single-family homes in phase two.
- Three-bedroom, two-bathroom homes, each with a double-car garage.
- Projected sale prices of \$200,000-\$300,000, creating workforce housing.

Based on the proposed project plan and the need for 332 for-sale workforce units presented in the RHID housing study, staff recommends approving the RHID Step 1 application. To comply with local law, the application must be reviewed by the governing body no later than May 7, 2024.

1 (Published in the Topeka Metro News _____)
2

3 RESOLUTION NO. _____
4

5 A RESOLUTION introduced by Interim City Manager Richard Nienstedt making certain
6 findings pursuant to the Kansas Reinvestment Housing Incentive
7 District Act with regard to an application submitted by Gen III
8 Construction & Development LLC to establish a Reinvestment
9 Housing Incentive District and requesting that the Secretary of
10 Commerce review the Resolution and advise the Governing Body
11

12 WHEREAS, K.S.A. 12-5241 et seq. (“the Act”) authorizes the City of Topeka (“City”)
13 to establish a Reinvestment Housing Incentive District (“RHID”), the first step of which is to
14 conduct a housing needs analysis to determine what housing needs exist within the
15 community; and

16 WHEREAS, after conducting such analysis, the Governing Body may adopt a
17 resolution making certain findings regarding the establishment of a RHID and providing the
18 legal description of the proposed RHID and a map depicting the existing parcels in the
19 proposed RHID; and

20 WHEREAS, after publishing such resolution, the Governing Body shall send a copy
21 to the Secretary of Commerce (“Secretary”) requesting that the Secretary review the
22 resolution and advise the Governing Body whether the Secretary concurs with the findings;
23 and

24 WHEREAS, the City has performed a housing needs analysis (“the Analysis”); and

25 WHEREAS, based upon the Analysis, the Governing Body proposes to commence
26 proceedings necessary to create the Meier’s Place Subdivision RHID, in accordance with
27 the Act.

28 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
29 CITY OF TOPEKA, KANSAS, that:

30 Section 1. The Governing Body adopts and incorporates by reference the
31 Analysis, a copy of which is on file in the office of the City Clerk and accessible on the
32 City's website <https://www.topeka.org/finance/rhid> and based on a review of the
33 Analysis makes the following findings and determinations.

34 Section 2. The Governing Body finds that there is a shortage of quality housing of
35 various price ranges in the City despite the best efforts of public and private housing
36 developers.

37 Section 3. The Governing Body finds that this shortage of quality housing can be
38 expected to persist and that additional financial incentives are necessary in order to
39 encourage the private sector to construct or renovate housing in the City.

40 Section 4. The Governing Body finds that the shortage of quality housing is a
41 substantial deterrent to the future economic growth and development of the City.

42 Section 5. The Governing Body finds that the future economic well-being of the City
43 depends on the Governing Body providing additional incentives for the construction or
44 renovation of quality housing in the City.

45 Section 6. Based upon the findings and determinations contained herein, the
46 Governing Body proposes to establish an RHID pursuant to the Act, within the boundaries
47 of the real estate legally described in Exhibit A, attached hereto and incorporated by
48 reference, and as shown on the map depicting the existing parcels of land attached hereto
49 and incorporated by reference as Exhibit B.

50 Section 7. The City Clerk is directed to publish this resolution one time in the
51 Topeka Metro News and to send a certified copy of this resolution to the Secretary for the
52 latter's review and concurrence with the findings herein.

Section 8. This resolution shall take effect after its adoption and publication once in the Topeka Metro News.

53 ADOPTED and APPROVED by the Governing Body on _____.

54 CITY OF TOPEKA, KANSAS

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Michael A. Padilla, Mayor

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61 ATTEST:

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66

Brenda Younger, City Clerk

EXHIBIT A
(Legal Description)

A PART OF FRACTIONAL SECTION 24, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 24, WHICH IS ALSO THE NORTHWEST CORNER OF KAW HALF BREED RESERVE NO. 3, THENCE NORTH 01 DEGREES 36 MINUTES 34 SECONDS WEST, 1107.77 FEET ALONG THE EAST LINE OF KAW HALF BREED RESERVE NO. 2, TO THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 24; THENCE NORTH 88 DEGREES 23 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 1158.74 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 42 SECONDS EAST, 1103.53 FEET TO THE NORTH LINE OF SAID RESERVE NO. 3 BEING ALSO THE SOUTH LINE OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 10 MINUTES 54 SECONDS WEST, 1155.90 FEET TO THE POINT OF BEGINNING. ALL IN SHAWNEE COUNTY KANSAS.

CONTAINS 29.37 ACRES MORE OR LESS.

See attached Plats.



CITY OF TOPEKA

Application for Creation of a RHID District

APPLICANT: Gen III Construction & Development LLC

ADDRESS: 2858 SW Villa West Dr STE 200, Topeka, KS 66614

PHONE #: 785-217-5766

E-MAIL ADDRESS: wfbassett@gmail.com

CONTACT PERSON: Walker Bassett

PROJECT NAME: Meier's Place Subdivision

Please complete the following items.

1. As **Exhibit A**, provide a cover letter formally requesting the creation of a district, including a general description of the housing development expected to occur within the districts, the names of the housing developer or developers expected to construct such housing, the expected timing of such housing development, a narrative describing how the district is likely to address the policy goals of the Housing Study and discussion of how the use of RHID is consistent with the City's but-for principle.
2. As **Exhibit B**, provide a legal description of the proposed district and a map depicting the existing parcels of real estate in the proposed district.
3. As **Exhibit C**, provide evidence of site control or a detailed plan for which the developer intends to secure site control.
4. As **Exhibit D**, provide certification that neither the developer entity nor any of its shareholders/ partners/members is delinquent on its property tax or special assessment payments on any property it owns or controls in Shawnee County. (*Exhibit D of this document is a form that must be completed by the Shawnee County Treasurer.*)
5. Applicant with support of the city needs to provide certification that neither the developer entity nor any of its shareholders/ partners/members has any outstanding utility bills, zoning or property maintenance, or other code cases pending with the city.

6. A non-refundable application fee of \$5,000 will be required upon submission of the application of the RHID district to the City Clerk. If the Developer withdraws the application, the City Governing Body elects not to create the District or does not approve the Housing Plan, or Kansas Secretary of Commerce elects to not approve the application, the City shall keep the application fee to reimburse it for the costs of processing and reviewing the application. The Developer shall not be entitled to any refund of the fee.

CERTIFICATION OF APPLICANT

APPLICANT HAS RECEIVED AND REVIEWED THE CITY'S RURAL HOUSING INCENTIVE DISTRICT POLICY (RESOLUTION NO. 9379). THE APPLICANT UNDERSTANDS AND AGREES TO THE TERMS OF THE POLICY AND PROCEDURES, INCLUDING PAYMENT OF THE REQUIRED FEES. THE APPLICANT UNDERSTANDS THAT A SUBMISSION OF A HOUSING DEVELOPMENT PLAN APPLICATION WILL BE REQUIRED SHOULD THE CREATION OF A RHID DISTRICT APPLICATION BE APPROVED.

AS OF THE DATE OF APPLICANT'S EXECUTION OF THIS APPLICATION, TO THE BEST OF THE APPLICANT'S KNOWLEDGE, THE INFORMATION CONTAINED WITHIN THIS APPLICATION IS TRUE AND CORRECT.

By: Walker Bassett
Signature of Authorized Agent for Entity

Title: Managing Member, Gen III Construction and Development, LLC

Date: March 14, 2024

STATE OF Kansas
COUNTY OF Shawnee

This document was acknowledged before me on 3/14/24 by Walker Bassett

Notary Public
My commission expires: 9/8/24



Traci Peterson

EXHIBIT A

Insert or attach here:

City of Topeka
215 SE 7th St
Topeka, KS 66603

RE: Meier's Place Subdivision Pre-Application

TO: City Manager

Gen III Construction & Development LLC (Gen III) is eager to propose the establishment of a new district for the purposes of developing a Rural Housing Incentive District (RHID). Gen III intends to develop and sell 15 single-family homes in the initial phase of the project, followed by an additional 41 homes in the subsequent phase. These residences will range from 1200 to 1750 square feet each, featuring approximately 3 bedrooms, 2 bathrooms, and a double car garage.

The necessity for this housing initiative in Topeka has been shown through extensive housing research conducted by the city, revealing a pressing housing crisis. Projections indicate a demand for approximately 5,700 new living units by 2040, translating to 240 units annually—a demand that the current construction pace fails to meet.

Within the Seaman School District (North Topeka Area), the housing market faces significant supply constraints amid increasing demand. Recent data from the local multiple listing service (MLS) as of March 13th, 2024, reveals a mere 15 active single-family homes for sale within the Seaman District, with only three properties listed between \$200,000-\$300,000, and none of these options representing new construction.

Our target price range aligns with the highly sought-after segment, addressing a critical gap in the housing market. Disappointingly, new construction within this price range is scarce in the City of Topeka due to market limitations. Our project aims to bridge this gap by offering high-quality, affordable new construction, filling a void in the city's housing landscape.

But for the financial assistance provided by the RHID, Gen III would not move forward with this project given current construction costs and risks associated with such project. In our commitment to delivering new, affordable, quality housing to the City of Topeka, we humbly request support from the city through the RHID initiative. Together, we can address the pressing housing needs and contribute to the city's growth and prosperity.

Walker Bassett
Managing Member, Gen III Construction & Development LLC

EXHIBIT B

Insert or attach here:

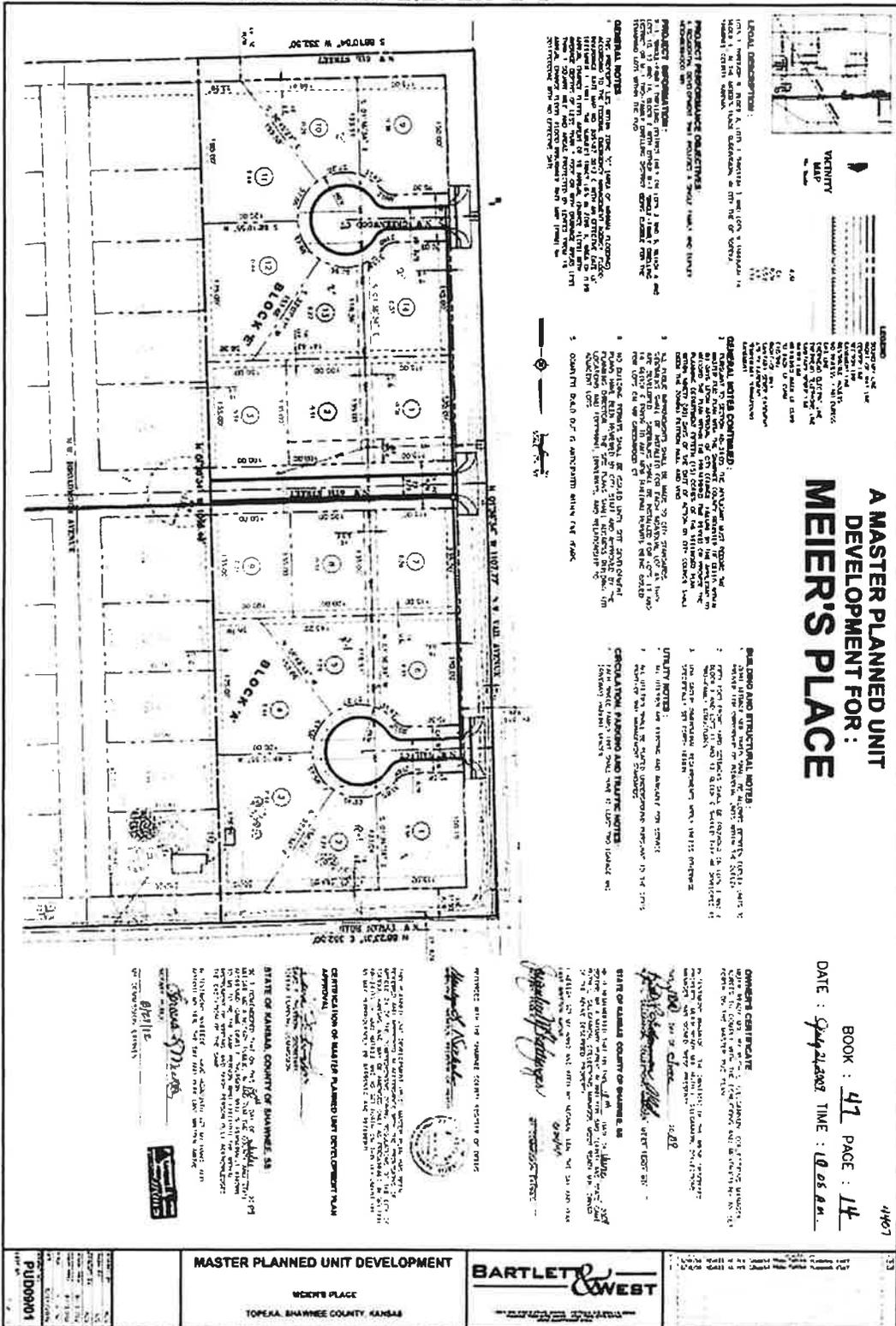
A PART OF FRACTIONAL SECTION 24, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 24, WHICH IS ALSO THE NORTHWEST CORNER OF KAW HALF BREED RESERVE NO. 3, THENCE NORTH 01 DEGREES 36 MINUTES 34 SECONDS WEST, 1107.77 FEET ALONG THE EAST LINE OF KAW HALF BREED RESERVE NO. 2, TO THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 24; THENCE NORTH 88 DEGREES 23 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 1158.74 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 42 SECONDS EAST, 1103.53 FEET TO THE NORTH LINE OF SAID RESERVE NO. 3 BEING ALSO THE SOUTH LINE OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 10 MINUTES 54 SECONDS WEST, 1155.90 FEET TO THE POINT OF BEGINNING. ALL IN SHAWNEE COUNTY KANSAS.

CONTAINS 29.37 ACRES MORE OR LESS.

See attached Plats.

Redeveloped Plat Phase 1:



**A MASTER PLANNED UNIT DEVELOPMENT FOR:
MEIER'S PLACE**

BOOK : 41 PAGE : 14
DATE : July 21, 1988 TIME : 10:05 A.M.

GENERAL NOTES:
1. THE PROPERTY IS TO BE DEVELOPED AS A MASTER PLANNED UNIT DEVELOPMENT (MPUD) IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF TOPEKA, KANSAS.
2. THE PROPERTY IS TO BE DEVELOPED AS A MASTER PLANNED UNIT DEVELOPMENT (MPUD) IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF TOPEKA, KANSAS.
3. THE PROPERTY IS TO BE DEVELOPED AS A MASTER PLANNED UNIT DEVELOPMENT (MPUD) IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF TOPEKA, KANSAS.

GENERAL NOTES CONTINUED:
4. THE PROPERTY IS TO BE DEVELOPED AS A MASTER PLANNED UNIT DEVELOPMENT (MPUD) IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF TOPEKA, KANSAS.
5. THE PROPERTY IS TO BE DEVELOPED AS A MASTER PLANNED UNIT DEVELOPMENT (MPUD) IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF TOPEKA, KANSAS.

GENERAL NOTES CONTINUED:
6. THE PROPERTY IS TO BE DEVELOPED AS A MASTER PLANNED UNIT DEVELOPMENT (MPUD) IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF TOPEKA, KANSAS.
7. THE PROPERTY IS TO BE DEVELOPED AS A MASTER PLANNED UNIT DEVELOPMENT (MPUD) IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF TOPEKA, KANSAS.

GENERAL NOTES CONTINUED:
8. THE PROPERTY IS TO BE DEVELOPED AS A MASTER PLANNED UNIT DEVELOPMENT (MPUD) IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF TOPEKA, KANSAS.
9. THE PROPERTY IS TO BE DEVELOPED AS A MASTER PLANNED UNIT DEVELOPMENT (MPUD) IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF TOPEKA, KANSAS.

<p>STATE OF KANSAS COUNTY OF SHAWNEE</p> <p>MEIER'S PLACE</p> <p>TOPEKA, SHAWNEE COUNTY, KANSAS</p>	<p>BARTLETT & WEST</p> <p>REGISTERED PROFESSIONAL ENGINEERS</p>	<p>DATE: <u>July 21, 1988</u></p> <p>TIME: <u>10:05 A.M.</u></p>
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Original plat including Phase 1 & Phase 2

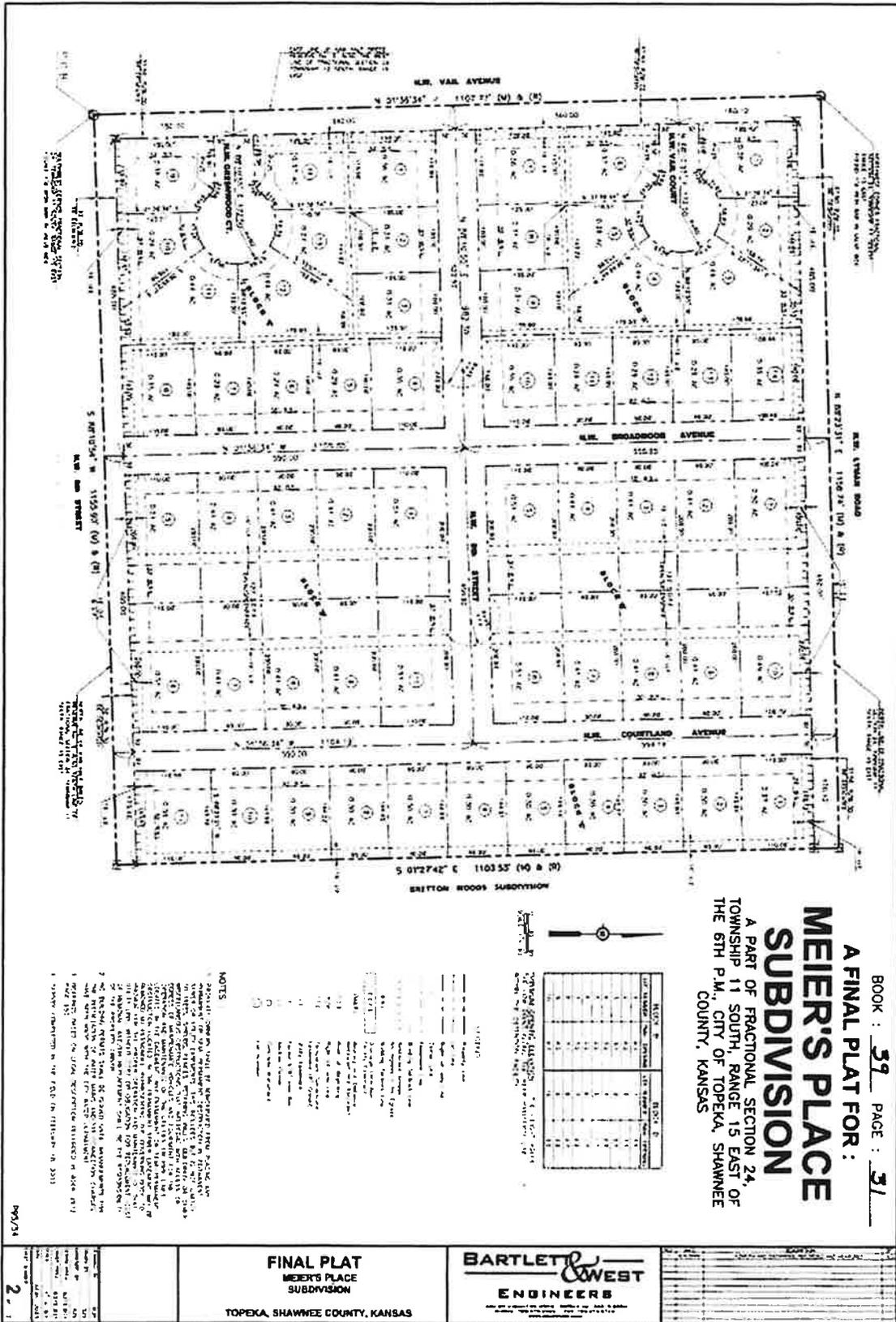


EXHIBIT C

Insert or attach here:

Secured Site Control

The developer, Gen III Construction & Development LLC, certifies site control of said parcels described under Exhibit B through two purchase agreements. The 15 developed lots are under a purchase agreement with 45 days due diligence and the remaining 41 undeveloped lots are under a purchase agreement with 365 days due diligence. See attached contracts.

EXHIBIT C

LBOR Approved Template 01/01/2023
Formatted for use by Stephens Real Estate Paragraphs 36, 37, Signature lines and Optional Contact Information section



If checked, this Sales Contract Template has been modified by _____ (name), _____ (insert date mm/dd/yyyy).

SALES CONTRACT

File Number _____

**THIS CONTRACT TEMPLATE APPROVED BY LEGAL COUNSEL FOR THE LAWRENCE BOARD OF REALTORS®
THIS IS A LEGALLY BINDING CONTRACT, NOT AN OPTION**

SELLER(S): Eugene L. Meier (ASP)

If known, please include Marital Status for each SELLER – ASP (a single person), AMP (a married person), AMC (a married couple)

BUYER(S): Gen III Construction & Development, LLC, a Kansas limited liability company

If known, please include Marital Status for each BUYER – ASP (a single person), AMP (a married person), AMC (a married couple)

Taking title as:

Joint Tenancy Tenants in Common _____

The Property described is sold and purchased on the following terms:

1. a. Legal Description / Include County: **Lots 1, 2, 4, 5, 6, 7, 8, and 9, Block A, Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas.**
and
Lots 1, 2, 3, 9, 10, 11, and 12, Block E, Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas.

b. Street Address: _____ City, State, Zip _____
Lots 9-12 NW Greenwood Court, Lots 1-3, Topeka, KS 66608
7-9 NW 8th Street, and Lots 1-2, 4-6 NW
Vail Court

c. The following personal property items are of no value and are being left for the convenience of all parties:
N/A

d. Personal Property Excluded:
N/A

2. PRICE:	\$ <u>330,000.00</u>
a. Earnest money held in trust account by <u>Kansas Secured Title</u> , hereinafter referred to as Escrow Agent <input type="checkbox"/> Earnest Money Attached <input checked="" type="checkbox"/> To be delivered to <u>Kansas Secured Title</u> (Escrow Agent if left blank) no later than five (5) business days after contract acceptance (five (5) if left blank). In the form of (Select 1 option only) <input checked="" type="checkbox"/> Personal Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> ACH/Debit Card <input type="checkbox"/> Wire Transfer <input type="checkbox"/> Other	\$ <u>1,500.00</u>
b. New mortgage proceeds: See Paragraph #3: Financing (Amount does not include MIP, Funding Fee, or Guarantee Fee)	\$ <u>N/A</u>
c. Other:	\$ <u>N/A</u>
d. Balance of purchase price subject to adjustment and prorating, paid in certified funds at Closing (Price less a, b & c of this paragraph)	\$ <u>328,500.00</u>
e. Additional SELLER paid costs (zero if left blank). In addition to any other costs SELLER agreed to pay herein, SELLER agrees to pay other allowable closing costs permitted by Lender(s) and/or prepaid items for BUYER, not to exceed	\$ <u>N/A</u>





3. FINANCING:

THIS IS A CASH SALE

THIS IS A FINANCED SALE: This Contract is contingent upon BUYER obtaining the financing described in this paragraph, provided by: Lending Institution N/A, Loan Officer N/A.

a. Type of Financing: Loan(s) will be owner-occupied Loan(s) or investment Loan(s).

b. Loan Type:

- Conventional
- FHA
- VA
- Rural Development
- _____

c. Loan Terms:

Initial Interest rate not to exceed N/A %, points not to exceed N/A points,
For a term of N/A years. Check if: Fixed, or Variable.

BUYER'S lender may afford BUYER the option to "lock in" the foregoing interest rate or to "float" the interest rate. If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms, even if different than those stated above. If BUYER has received a firm commitment from a lender on terms at or better than the terms stated above, and BUYER elects to float the rate, then BUYER agrees to accept the rate and terms available from BUYER'S lender for which BUYER qualifies at closing. BUYER may obtain a loan on different Loan Terms than those described in 3c, provided that the Loan Terms of the loan do not result in additional costs to SELLER.

d. Loan Approval:

- i: BUYER'S loan approval is not is contingent on BUYER receiving proceeds from sale/closing of property located at N/A.
- ii: If money is being borrowed, then this Contract is conditioned upon BUYER obtaining a written firm commitment, which must include (if required by Lender) a satisfactory appraisal, credit verification, income/assets verification, and PMI approval, for a new purchase money mortgage in the principal amount of no more than the above-stated new mortgage proceeds by, on, or before N/A.

BUYER shall act diligently and in good faith to obtain a mortgage loan as set out in this paragraph and shall make loan application within five (5) business days of the acceptance of this contract. BUYER may, at BUYER'S option, accept a firm loan commitment for less than the amount identified in 2b. BUYER agrees to accept any firm commitment which meets the terms set out in this paragraph and agrees to comply with all requirements of the commitment. BUYER shall furnish SELLER with a copy of the commitment promptly after BUYER receives it. If BUYER is unable to obtain a commitment for the Loan(s) within the loan approval period, then, unless the parties agree to extend such date or BUYER delivers to SELLER a written waiver of this condition, BUYER or SELLER may CANCEL THIS CONTRACT by delivering written notice to the BUYER of their intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void. If BUYER is unable to obtain the financing described herein, BUYER shall provide written evidence of rejection.

4. CLOSING DATE/DELIVERY OF DEED/DISTRIBUTION OF PROCEEDS:

- a. The Closing Date shall be on or before May 1st, 2024, unless both parties agree in writing to advance or delay the Closing. "Closing" refers to the settlement of the transaction where the purchase price is paid to SELLER, prorations are made and the deed is delivered to BUYER. SELLER shall deliver possession and provide keys to BUYER immediately following payment of the purchase price to SELLER and recording of the deed. BUYER shall not occupy the Property or place personal property in or on the Premises prior to recording of the deed without the prior written consent of SELLER. If the Property is rented, the tenancy will be disclosed pursuant to paragraph eight (8) of this Contract.
- b. Unless otherwise agreed by the parties, at least three (3) calendar days before the Closing Date, SELLER shall execute and deliver to the Title Company or other Closing Agent, a general warranty deed or special warranty deed, or fiduciary deed (if SELLER is a corporation financial institution or fiduciary), and all other documents and funds reasonably necessary to complete the closing. On or before the Closing Date, SELLER and BUYER agree to deliver to the Closing Agent a CASHIER'S CHECK, WIRE, OR OTHER CERTIFIED FUNDS sufficient to satisfy their respective obligations under this Contract.





- c. BUYER shall pay the closing fee. "Closing fee" is the fee charged by the closing agent with a title company, or closing company, to facilitate the closing of the real estate transaction.
5. **TITLE INSURANCE:** SELLER shall furnish BUYER marketable title, from Kansas Secured Title (Escrow Agent if left blank), subject to liens, encumbrances, exceptions or qualifications specified in this Contract and those which shall be discharged by SELLER at or before Closing. SELLER shall furnish BUYER, before Closing, a commitment for an owner's title insurance policy in the amount of the purchase price, insuring BUYER'S title subject only to liens, encumbrances, exceptions, or qualifications set forth in this Contract, and those which shall be discharged by SELLER at or before Closing. BUYER shall have **five (5)** calendar days after receipt, to examine the title insurance commitment and to notify SELLER in writing of any requirements to make the title marketable. SELLER shall have until Closing to cause the title to be made marketable. If defects precluding marketability are not removed by Closing, BUYER may either accept title or **CANCEL THIS CONTRACT** by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void. SELLER shall diligently attempt, before Closing, to correct any defects to marketability of which BUYER has notified SELLER in writing and shall file and pursue any legal proceedings reasonably necessary to correct such defects. In case of dispute between the parties as to marketability of the title, the Title Standards adopted from time to time by the Bar Association of the State of Kansas, and the Kansas Marketable Record Title Act, as amended, shall control. BUYER agrees to use the title company selected by SELLER for all applicable title services, unless otherwise stated in Special Provisions.
6. **SURVEY:** BUYER may, at BUYER'S expense, obtain a "staked" survey of the Property before the Closing Date to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey. BUYER acknowledges that a Mortgage Inspection Report or "Loan Survey" normally required by a lending institution is not a "staked" survey. A title insurance company typically requires a "staked" survey in order to provide survey coverage to the BUYER. Prior to the Closing Date, BUYER shall notify SELLER of any encroachments of any improvements upon, from, or onto the Property or any building setback line, property line, or easement, which encroachment shall be deemed to be a title defect. SELLER shall remedy such defects as are susceptible of being remedied prior to the Closing Date. If SELLER does not so remedy the defects in title, BUYER shall have the option of (a) completing this purchase and accepting the title SELLER is able to convey without adjustment in the purchase price, or (b) **CANCEL THIS CONTRACT** by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void.
7. **INSPECTIONS:**
BUYER or BUYER'S representative, at BUYER'S expense, shall have the right, on or before N/A - WAIVED (10 calendar days if left blank) (the "Inspection Period") after Contract acceptance date, to conduct and complete inspections to evaluate the present condition of the Property and its major systems. All inspections BUYER deems necessary must be completed by the end of the allowed Inspection Period (inspection(s), inspection(s) results, and all written inspection reports). BUYER may have the Property inspected by an **independent, qualified inspector(s)**, including, without limitation, the following: (1) mechanical equipment, plumbing and electrical systems, heating and central air conditioning system; (2) structural aspects of the Property, including without limitation, the following: foundation, slab, drainage, roof, fireplace, chimney, siding, windows, doors, ceiling, floors, walls, insulation, the interior, the exterior, fence, deck, patio, sidewalk or driveway; (3) environmental or health hazards affecting the Property, including without limitation, the following: radon gas, asbestos, mold, lead based paint, or any other environmental or health hazard. (4) active pest infestation, existence of active infestation by, and/or damage from, termite/wood-destroying pests (or evidence of past untreated infestation).
- See Rural Property Attachment to Sales Contract.
- a. **Access to Property and Re-Inspections:** SELLER shall afford BUYER reasonable access to the Property to conduct the inspection(s), re-inspection(s) inspection of any repair(s) completed by SELLER, and/or final walk-through, prior to Closing. Such inspections shall be scheduled at any reasonable time convenient to SELLER. BUYER shall be responsible for correcting and/or paying for any damage to the Property resulting from the inspection(s).
- b. **Inspection Reports:** BUYER/BUYER'S Representative shall provide SELLER/SELLER'S Representative with a copy of any written inspection report(s) with any inspection deficiency requirements BUYER may make of SELLER as allowed in Paragraph 7d of this Contract or said written reports shall be delivered to SELLER/SELLER'S Representative prior to the termination of the Inspection Period in absence of an inspection deficiency request or said written reports must accompany BUYER'S cancellation notice.
- c. **Exclusions from Inspection:** Any items that are strictly of a cosmetic nature that do not pertain to the mechanical or structural integrity or safety of the Property. Inspections are not intended to identify either cosmetic imperfections or other features of the Property. The following items are expressly excluded from the foregoing inspection provisions, shall not be considered unacceptable conditions, and may not be used by the BUYER as a basis for canceling this Contract or requesting repairs: N/A
- d. **Unacceptable Conditions:** Any condition identified in a written inspection report(s) prepared by an independent qualified inspector(s) of BUYER'S choice, which condition(s) is unacceptable to BUYER (Deficiencies) and not otherwise excluded by this Contract.





If BUYER'S inspection(s) reveal deficiencies, BUYER may perform either of the following with a marked checkbox within the Inspection Period:

CANCEL THIS CONTRACT by delivering written notice to SELLER/SELLER'S Representative of BUYER'S intent to cancel in the form of a written contract cancellation agreement within the Inspection Period and, upon execution of the cancellation agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void, **OR ACCEPT THE PROPERTY IN ITS PRESENT "AS-IS" Condition** by delivering written notice to SELLER/SELLER'S Representative of BUYER'S intent to accept the property in its present "AS-IS" condition.

REQUIRE REPAIRS of SELLER by delivering written notice to SELLER/SELLER'S Representative of deficiencies which exist in/on the Property which require correction by SELLER. Said deficiencies must be delivered to SELLER/SELLER'S Representative in writing prior to the expiration of the Inspection Period by providing an itemized list describing the deficiencies in reasonable detail. BUYER and SELLER will have N/A (5 calendar days if left blank) after SELLER/SELLER'S Representative receipt of BUYER'S notice of deficiencies (the "Inspection Negotiation Period"), to reach a written agreement detailing the resolution of the deficiencies **OR ACCEPT THE PROPERTY IN ITS PRESENT "AS-IS" Condition** by delivering written notice to SELLER/SELLER'S Representative of BUYER'S intent to accept the property in its present "AS IS" condition..

Cost to correct deficiencies: BUYER shall pay the first \$ N/A (\$0 if left blank) of the total costs of correction, and any costs required above such amount shall be paid by SELLER.

- i. Any of the following executed and delivered to the other party or other party's representative prior to the expiration of the Inspection Negotiation Period will constitute such an agreement:
 - a. SELLER'S signature agreeing to do everything requested by BUYER on the original notice of deficiencies; or
 - b. A revised statement of deficiencies signed by BUYER and SELLER detailing the deficiencies to be corrected by SELLER; or
 - c. BUYER'S signature on a statement of deficiencies accepting the Property in its present condition.
 - ii. If no agreement resolving the deficiencies is reached during the Inspection Negotiation Period as provided above, then after the expiration of the Inspection Negotiation Period either of the following is permitted under the Contract:
 - a. Negotiations between SELLER and BUYER may still proceed. However, any agreement resolving the deficiencies must be in writing and signed by both parties.
 - b. Within **one** (1) calendar day of the expiration of the Inspection Negotiation Period BUYER may accept the property in its present "As-Is" condition by delivering BUYER'S written executed notice.
 - c. BUYER or SELLER may unilaterally cancel this Contract after the expiration of the **one** (1) calendar day period above by written notice to the other in the form of a contract cancellation agreement (which the receiving party hereby agrees to immediately sign and return to the other) directing Escrow Agent to release all earnest monies held to BUYER. Upon execution by all parties, this Contract shall be declared null and void and all obligations to the other shall cease.
- e. **BUYER'S notice of cancellation, "AS-IS" acceptance, or submission of deficiencies terminates the Inspection Period.**
 - f. **Quality of Repairs:** SELLER agrees that any corrections which SELLER performs shall be completed in a workmanlike manner with good quality materials.
 - g. **Failure to Inspect/Failure to Deliver Written Notice to SELLER:** If BUYER fails to conduct an inspection(s) and/or deliver a written notice to SELLER/SELLER'S Representative per paragraph 7d, BUYER shall have waived any right to cancel and/or right to repairs due to deficiencies which might reasonably have been discovered by an inspection, and shall be deemed to have accepted the Property in its present "AS-IS" condition at Closing.
 - h. **Waiver of Inspections:** BUYER hereby waives the right to conduct inspections. BUYER shall have waived any right to cancel and/or right to repairs due to unacceptable conditions which might reasonably have been discovered by an inspection and shall be deemed to have accepted the Property in its present "AS IS" condition at Closing.

By initialing below, BUYER hereby waives the right to conduct inspections.


02/23/24
BUYER'S INITIALS

BUYER'S INITIALS





8. OCCUPANTS OTHER THAN SELLER:

Check if the property is currently leased.

If the property, or any portion of the property is currently leased, and the lease extends beyond the closing date, on or before N/A (3 calendar days if left blank), SELLER shall furnish BUYER with copies of all leases, and records of all received rents and deposits paid. BUYER shall have three (3) calendar days from receipt of all leases and records of all received rents and deposits to CANCEL THIS CONTRACT by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void. SELLER shall deliver and assign to BUYER all original leases on Closing Date. Advance rents, deposits and prorated rents will be credited to BUYER at Closing. BUYER shall assume all obligations under the leases and indemnify and hold the SELLER harmless with respect to the BUYER'S performance under such leases.

If the property is currently leased and the lease terminates prior to Closing, SELLER will provide written evidence of lease termination in lieu of copies of all leases, and records of all received rents and deposits paid, within the time period in the paragraph above. Unless otherwise agreed, no new leases or modifications/extensions to existing leases will be negotiated and/or executed without the written permission of BUYER.

9. SELLER'S DISCLOSURE STATEMENT:

a. SELLER shall provide BUYER with the following disclosure statements, as applicable, prior to the signing of this Contract: SELLER'S Property Condition Disclosure Statement, Lead-Based Paint Disclosure, and Kansas Energy Efficiency Disclosure. SELLER verifies that the SELLER'S Disclosure Statement, executed concurrently with the Exclusive Right of Sale, is current and valid to date.

ELM
 SELLER'S INITIALS

 SELLER'S INITIALS

b. BUYER acknowledges receipt of the above applicable disclosure statements prior to, or concurrently with, signing of this contract.

WB
 02/23/24
 BUYER'S INITIALS

 BUYER'S INITIALS

10. HOME WARRANTIES AND HAZARD INSURANCE:

a. **BUYER'S Warranty Plan** (Check if applicable): SELLER or BUYER, at a cost not to exceed \$ N/A (amount not to include additional costs for SELLER'S coverage), agrees to purchase a homeBUYER'S warranty plan from N/A to be paid at closing. This plan is a limited service contract covering repair or replacement of the working components of the Property for a minimum of one (1) year from the Closing Date subject to a per claim deductible of \$ N/A. The (Check one) Listing Agent Selling Agent shall be responsible for making arrangements for the warranty plan and submitting required documentation to the settlement agent prior to Closing.

b. By initialing below, both BUYER and SELLER are declining a warranty at this time.

ELM
 SELLER'S INITIALS

WB
 02/23/24
 BUYER'S INITIALS

c. **Hazard Insurance:** BUYER acknowledges that hazard insurance is available through various sources.

11. AGENCY DISCLOSURE: (applicable sections must be checked): SELLER and BUYER acknowledge receiving the "Real Estate Brokerage Relationships" brochure prior to their execution of this Contract. SELLER and BUYER acknowledge that the real estate licensees involved in this transaction may be functioning as SELLER'S agents, BUYER'S agents, Designated Agents, or as Transaction Brokers. Pursuant to the following disclosure:

(Listing Company)	<u>Stephens Real Estate</u>	(Name of Licensee)	<u>Abigail Hummel</u>
Is functioning as	<input type="checkbox"/> SELLER'S Agent	<input checked="" type="checkbox"/> Designated SELLER'S Agent	<input type="checkbox"/> Transaction Broker
(Selling Company)	<u>Berkshire Hathaway HomeServices First, Realtors</u>	(Name of Licensee)	<u>Walker Bassett / Rich Bassett</u>
Is functioning as	<input type="checkbox"/> SELLER'S Agent	<input type="checkbox"/> Designated SELLER'S Agent	
	<input type="checkbox"/> BUYER'S Agent	<input checked="" type="checkbox"/> Designated BUYER'S Agent	<input type="checkbox"/> Transaction Broker

Types of Brokerage Relationships: A real estate licensee may work with a BUYER or SELLER as a SELLER'S agent, BUYER'S agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the SELLER and BUYER must be included in any contract for sale and in any lot reservation agreement.





SELLER'S Agent: The SELLER'S agent represents the SELLER only, so the BUYER may be either unrepresented or represented by another agent. In order to function as a SELLER'S agent, the broker must enter into a written agreement to represent the SELLER. Under a SELLER agency agreement, all licensees at the brokerage are SELLER'S agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a SELLER'S agent and the supervising broker of the designated agent functions as a transaction broker.

BUYER'S Agent: The BUYER'S agent represents the BUYER only, so the SELLER may be either unrepresented or represented by another agent. In order to function as a BUYER'S agent, the broker must enter into a written agreement to represent the BUYER. Under a BUYER agency agreement, all licensees at the brokerage are BUYER'S agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a BUYER'S agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Complete only if Licensee representing SELLER or BUYER has a financial interest as a SELLER OR BUYER, OR is an immediate family member of SELLER OR BUYER:

- Abigail Hummel**, Licensee assisting SELLER,
 DOES HAVE a financial interest in this transaction AS A SELLER.
 IS an immediate family member of a party that has a financial interest in this transaction as a SELLER.
 Licensee DOES DOES NOT have a financial interest due to this relationship.
- Walker Bassett / Rich Bassett**, Licensee assisting BUYER,
 DOES HAVE a financial interest in this transaction AS A BUYER.
 IS an immediate family member of a party that has a financial interest in this transaction as a BUYER.
 Licensee DOES DOES NOT have a financial interest due to this relationship.

For purposes of the foregoing disclosures, "immediate family member" means spouse, parent, child or sibling. "Interest" is defined in K.S.A. 58-3035(i).

12. **RESTRICTIONS, EASEMENTS, LIMITATIONS, and TAXES:** BUYER shall take title subject to the following: zoning restrictions, prohibitions or other requirements imposed by governmental authority; restrictions, covenants and matters appearing on the plat of record; public utility easements of record, provided they are located contiguous to the Property lines; taxes and special assessments prorated to Closing Date, as described in paragraph 17 of this Contract.
13. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions inserted or attached shall supersede all conflicting printed provisions.
14. **ASSIGNABILITY:** This Contract and any right or interest in the Property are assignable only with the written consent of SELLER and BUYER.
15. **CONTRACT ACCEPTANCE DATE:** Date of this Contract is the date the last party signed or initialed mutually acceptable changes.
16. **LIENS:** SELLER certifies that at Closing there will be no lien claimants, nor potential lien claimants, nor improvements to the Property being sold for 120 calendar days prior to Closing Date. If there have been improvements on or to the above-described Property within 120 calendar days prior to the Closing Date, SELLER shall deliver releases or waivers from the general contractors, subcontractors, suppliers and material men furnishing the labor or materials for such improvements, together with such affidavits as SELLER may reasonably require naming such persons and reciting that all bills that might serve as a basis for liens of any type have or will be paid prior to or at Closing.
17. **TAXES & ASSESSMENTS:**
- Real Estate taxes and any installments of special assessments for the Closing year shall be prorated to the Closing Date based upon the current available mill levy and assessed valuation. SELLER shall pay, or credit to BUYER as BUYER'S lender may require, the real estate taxes and any installments of special assessments for all prior years.
 - Taxes shall be prorated at Closing with BUYER being responsible for payment of taxes on any parcels closed and recorded prior to December 20 of the current year.
 - In the event that improvements have been made or special benefits have been assessed upon the herein-described Property which were not in existence on January 1 of the previous year, then such proration shall be based on an equitable estimate agreed upon between the parties prior to Closing.
 - Installments of special assessments becoming payable following Closing shall be assumed by the BUYER.
 - BUYER and SELLER acknowledge that reappraisal of all real estate is an ongoing process in the State of Kansas, which may change the real estate taxes on this Property this year and in the future.





18. **INTERIM MAINTENANCE / FINAL WALK THROUGH:** Between the date of this Contract and the Closing Date, the Property shall be maintained by SELLER in the same condition as at the date of this Contract, ordinary wear and tear excepted. Prior to Closing, BUYER / BUYER's representative shall have the opportunity to conduct a final walk through of the property to assure that all conditions of this Contract and any addenda and/or amendments thereto have been met.
19. **UTILITIES:** BUYER agrees to have all utilities changed to BUYER'S name as of the Closing Date, and further agrees that SELLER is entitled to all utility deposits made by SELLER in relation to the operation of the Property. SELLER will keep water, gas, and electric services on until the date of closing, unless otherwise agreed in writing. SELLER will pay all utility charges up through Closing Date. Final readings to be promptly requested by SELLER.
20. **MEDIATION:** Any dispute or claim arising out of or relating to this contract, the breach of this contract or the services provided in relation to this contract, shall be submitted to mediation in accordance with the HomeSELLERS/HomeBUYERS Rules and Procedures of the Dispute Resolution System. Disputes shall include representations made by the BUYER, SELLER, or any real estate broker/licensee in connection with the sale, purchase, financing, condition, or other aspect of the Property including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.
The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage, escrow contract, or installment contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; or (e) violation of Kansas real estate license laws. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.
By signing below the parties hereby acknowledge receipt of the standard announcement brochure for the HomeSELLERS/HomeBUYERS Dispute Resolution System, and agree to submit disputes, as described above, to mediation, in accordance with the HomeSELLERS/HomeBUYERS Dispute Resolution System, and rules and procedures of the mediation provider.
21. **DEFAULTS AND REMEDIES:** Subject to the Mediation Provision in this Contract, SELLER or BUYER shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract.
- a. **Default by SELLER:** In the event SELLER is unable or fails to furnish title or possession as agreed in this Contract, BUYER may **CANCEL THIS CONTRACT** by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void.
If, however, SELLER'S failure to furnish marketable title to BUYER shall be caused by SELLER'S willful act or omission, BUYER shall be entitled to pursue any remedies available at law or in equity.
- b. **Default by BUYER:** If BUYER does not pay all sums and comply with all obligations hereunder within the time provided, SELLER may notify Escrow Agent and BUYER in writing, in which case all sums paid shall be retained for the account of SELLER as liquidated damages in full settlement of any claims, the Deed shall be returned to SELLER, and all parties shall be relieved of any obligation hereunder, or SELLER may pursue such other remedies as provided by law or in equity.
A party determined to be in default of its obligations under this Contract by a court of competent jurisdiction shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees, court costs or other expenses of any nature incurred by the non-defaulting party as a result of the default or as necessary to enforce the non-defaulting party's rights under this Contract. This award of fees, costs and expenses to the non-defaulting party shall in no way be construed as a limitation to the damages or relief which the non-defaulting party may be entitled to at law or in equity.
22. **ESCROW:** Escrow Agent is authorized and agrees to hold all payments in an escrow or trust account pursuant to Kansas Statutes and to disburse at Closing as provided in this Contract. In case of doubt or question as to liabilities, Escrow Agent may (a) continue to hold all funds until the parties mutually agree in writing or until a court of competent jurisdiction determines the rights of the parties, or (b) deposit all funds so held with the Clerk of the District Court of the county in which the Property is located and, after notifying all parties in writing, Escrow Agent's liability shall cease, except to account for any sums previously delivered. If, because of duties as Escrow Agent, Escrow Agent is made a party to any suit or proceeding, Escrow Agent shall be indemnified for all costs and expense by the parties. Escrow Agent shall not be liable to any person for mis-delivery to BUYER or SELLER of escrow funds unless due to willful breach of this Contract or gross negligence. Any interest earned on monies held in escrow by Escrow Agent shall inure to Escrow Agent. Escrow fees shall be charged one-half to BUYER and one-half to SELLER. Notwithstanding any other terms of this Contract providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate laws prohibit the Escrow Agent from distributing the earnest money, once deposited, without the consent of all parties to this Contract. BUYER and SELLER agree that failure by either to respond in writing to a certified letter from Escrow Agent or Broker within **seven (7)** calendar days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit within **thirty (30)** calendar days of notice of cancellation of this Contract shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as demanded by the other party hereto.





23. **RISK OF LOSS PRIOR TO CLOSING:** In the event that prior to Closing and delivery of the Deed, any of the improvements or contents which are a part of the Property being sold hereunder are lost or damaged by fire, flood, wind, hail or other causes which would normally be covered by an "all risk" hazard policy of insurance, the following shall apply:
- The proceeds of any insurance on such improvements or contents shall belong to SELLER. SELLER, at SELLER'S option, may repair such loss or damage so as to restore the improvements or contents to as good a condition as exists at the date of execution of this Contract, except that in the case of new construction, SELLER shall have improvements completed as per attached plans and specifications.
 - If SELLER does not, prior to the Closing Date, replace or restore to their previous condition the improvements or contents that are damaged, BUYER may cancel this Contract by giving written notice to SELLER.
 - In the event of cancellation of this Contract by BUYER pursuant to the terms of this paragraph, all earnest money and any other money paid directly to SELLER shall be returned to the BUYER and this Contract shall be null and void.
24. **INGRESS AND EGRESS:** SELLER warrants that there is ingress to and egress from the above-described Property.
25. **ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW**
- Kansas Bureau of Investigation Information:** Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's Office.
 - Radon:** Every BUYER of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires SELLERS to disclose any information known to the SELLER that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homeBUYERS have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to <http://www.kansasradonprogram.org>.
 - Lead Based Paint Disclosure.** If the property was built prior to 1978, BUYER acknowledges receiving, reading and signing the Federally required disclosure regarding lead-based paint.
26. **VARIABLES:** Balance subject to prorating and adjustment shall be increased or decreased as may be required by interest, other expenses and revenue to Closing Date. The amount of any mortgage escrow deposits shall be credited to SELLER.
27. **FEMININE-MASCULINE, SINGULAR-PLURAL:** Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.
28. **KANSAS LAW APPLIES:** This Contract and its validity, construction and performance shall be governed by the laws of Kansas.
29. **TIME:** Time is of the essence in this Contract. No advancement or delay will be granted unless in writing and signed by the parties. Any reference to a time period shall mean calendar days, unless otherwise specified. Should the end of a time period fall on a legal holiday, the termination time shall be extended to 5:00 p.m. of the next calendar day. All time references in this Contract will be considered Central Time zone.
30. **MERGER CLAUSE:** These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Contract. No other promises, statements, warranties, agreements or understanding, oral or written, made prior to or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.
31. **PERSONS BOUND-COPIES:** This Contract shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto, and may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall, for all purposes, constitute one agreement.
32. **LEGAL AND TAX COUNSELING:** Both parties acknowledge the opportunity to obtain legal and tax counseling to review this Contract.
33. **FACSIMILE/ELECTRONIC DELIVERY:** For purposes of this document and any addenda, attachments or amendments thereto, BUYER and SELLER agree to accept facsimile (FAX) signatures and initials, or scanned originals delivered electronically, as originals.
34. **ELECTRONIC SIGNATURES AND TRANSACTIONS:** BUYER, SELLER and BROKERS agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, BROKERS have no authority or power of attorney to enter into electronic agreements with other parties on behalf of the BUYER or SELLER without the BUYER'S or SELLER'S explicit authorization.





Cyber Protection: Because you are going to be involved in a real estate transaction where money is changing hands, you are a potential target for cyber-criminals. Always contact the closer directly before wiring any money.

35. **MARKETING INSTRUCTIONS:** BUYER and SELLER agree that SELLER, at SELLER'S option, may continue to market this Property for sale and may accept other contracts, so long as those contracts shall be subordinate to this Contract.

36. **ATTACHMENTS:** The following items have been addressed, attached and incorporated into this Contract:

- | | |
|--|--|
| <input type="checkbox"/> <u>Sale of Residence Contingency</u> | <input type="checkbox"/> <u>Flood Plain Attachment</u> |
| <input type="checkbox"/> <u>Appraised Value Contingency Addendum</u> | <input type="checkbox"/> <u>Plans and Specifications</u> |
| <input type="checkbox"/> <u>FHA Attachment</u> | <input type="checkbox"/> <u>New Construction Warranty Addendum</u> |
| <input type="checkbox"/> <u>VA Attachment</u> | <input type="checkbox"/> <u>New Construction Performance Standards</u> |
| <input type="checkbox"/> <u>Short Sale Addendum</u> | <input type="checkbox"/> <u>Transaction Broker Addendum</u> |
| <input type="checkbox"/> <u>Rural Property Attachment</u> | <input type="checkbox"/> _____ |
| <input type="checkbox"/> <u>Lead Based Paint Disclosure</u> | <input type="checkbox"/> _____ |
| <input type="checkbox"/> <u>Environmental Disclosures</u> | <input type="checkbox"/> _____ |
| <input type="checkbox"/> <u>Agency Franchise Disclosure Addendum</u> | <input type="checkbox"/> _____ |

37. **SUPPLEMENTAL INFORMATION:** The parties acknowledge receipt of the following documented information:

- | | |
|--|---|
| <input type="checkbox"/> Plat | <input type="checkbox"/> Inspection Report(s) |
| <input type="checkbox"/> HOA Information | <input type="checkbox"/> <u>Transaction Broker Addendum</u> |
| <input type="checkbox"/> Covenants/Restrictions | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Kansas Energy Efficiency Disclosure | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Home Warranty Program | <input type="checkbox"/> _____ |

38. **SPECIAL PROVISIONS:**

a. It is understood and agreed the properties are currently subject to Special Assessments for City Sewer and City Paving, and shall be prorated to the Closing Date as described in Paragraph 17a.

b. It is understood and agreed this Contract is contingent upon Buyer and Seller entering into a separate Contract for the properties described as: Lots 10-13, Block A, Meier's Place Subdivision, Lots 1-10, Block B, Meier's Place Subdivision, Lots 1-11, Block C, Meier's Place Subdivision, Lots 1-10, Block D, Meier's Place Subdivision, and Lots 4-8, Block E, Meier's Place Subdivision, in Topeka, KS 66608, concurrently with the signing of this Contract by both parties, or this Contract shall be null and void and earnest money returned to Buyer. In the event said separate Contract for the aforementioned properties cancels, either Buyer or Seller may elect to cancel this Contract and earnest money shall be returned to Buyer.

c. It is understood and agreed Buyer is hereby granted a 45-day due diligence period (which shall begin after full execution of this Contract by both parties) to conduct any and all inspections of the property. Any inspection, document research, zoning questions etc., will be obtained at Buyer's sole expense as deemed necessary by Buyer. During the due diligence period, Buyer may withdraw from this Contract for any reason or for no reason, with written notice to Seller with all earnest money being returned to Buyer. At the expiration of the due diligence, if no notice of cancellation has been given to Seller, Buyer shall proceed to Closing as detailed in this Contract and all earnest money shall become non-refundable.





39. ACCEPTANCE OF CONTRACT: This Contract must be executed by all parties before a.m. p.m., on _____ (date), or it shall be null and void.

SELLER

Eugene L. Meier

Eugene L. Meier

Date: 2-23-24

Date: _____

Date: _____

BUYER

Gen III Construction & Development, LLC, a Kansas limited liability company

Walker Bassett

Walker Bassett, Member

dotloop verified
02/23/24 6:50 PM CST
SZUI-OKH9-AY2A-J17H

Date: 02/23/2024

Date: _____

Date: _____

OPTIONAL Contact Information

Listing Company

Office Address

Listing Licensee (Please Print)

Listing Licensee Phone # / Listing Office Phone #

Licensee Email Address

Listing Licensee (Please Print)

Listing Licensee Phone # / Listing Office Phone #

Licensee Email Address

Selling Company

Office Address

Selling Licensee (Please Print)

Selling Licensee Phone # / Selling Office Phone #

Licensee Email Address

Selling Licensee (Please Print)

Selling Licensee Phone # / Selling Office Phone #

Licensee Email Address



EXHIBIT C

LBOR Approved Template 01/01/2023
Formatted for use by Stephens Real Estate Paragraphs 36, 37, Signature Lines and Optional Contact Information section



If checked, this Sales Contract Template has been modified by Abigail Hummel (name), 02/09/2024 (insert date mm/dd/yyyy).

SALES CONTRACT

File Number _____

**THIS CONTRACT TEMPLATE APPROVED BY LEGAL COUNSEL FOR THE LAWRENCE BOARD OF REALTORS®
THIS IS A LEGALLY BINDING CONTRACT, NOT AN OPTION**

SELLER(S): Eugene L. Meier (ASP)

If known, please include Marital Status for each SELLER – ASP (a single person), AMP (a married person), AMC (a married couple)

BUYER(S): Gen III Construction & Development, LLC, a Kansas limited liability company

If known, please include Marital Status for each BUYER – ASP (a single person), AMP (a married person), AMC (a married couple)

Taking title as:

- Joint Tenancy Tenants in Common _____

The Property described is sold and purchased on the following terms:

1. a. Legal Description / Include County:

**Lots 10, 11, 12, and 13, Block A, Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas.
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block B, Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas.
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Block C, Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas.
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block D, Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas.
and
Lots 4, 5, 6, 7, and 8, Block E, Meier's Place Subdivision, in the City of Topeka, Shawnee County, Kansas.**

b. Street Address:

Lots 10-13, Block A, Meier's Place Subdivision, Lots 1-10, Block B, Meier's Place Subdivision, Lots 1-11, Block C, Meier's Place Subdivision, Lots 1-10, Block D, Meier's Place Subdivision, and Lots 4-8, Block E, Meier's Place Subdivision

City, State, Zip

Topeka, KS 66608

c. The following personal property items are of no value and are being left for the convenience of all parties:
N/A

d. Personal Property Excluded:
N/A

2. PRICE:	\$ <u>300,000.00</u>
a. Earnest money held in trust account by <u>Kansas Secured Title</u> , hereinafter referred to as Escrow Agent <input type="checkbox"/> Earnest Money Attached <input checked="" type="checkbox"/> To be delivered to <u>Kansas Secured Title</u> (Escrow Agent if left blank) no later than five (5) business days after contract acceptance (five (5) if left blank) the satisfactory completion of the due diligence period described in Paragraph 38c.	\$ <u>1,000.00</u>
In the form of (Select 1 option only) <input checked="" type="checkbox"/> Personal Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> ACH/Debit Card <input type="checkbox"/> Wire Transfer <input type="checkbox"/> Other	
b. New mortgage proceeds: See Paragraph #3: Financing (Amount does not include MIP, Funding Fee, or Guarantee Fee)	\$ <u>N/A</u>
c. Other:	\$ <u>N/A</u>
d. Balance of purchase price subject to adjustment and prorating, paid in certified funds at Closing (Price less a, b & c of this paragraph)	\$ <u>299,000.00</u>
e. Additional SELLER paid costs (zero if left blank). In addition to any other costs SELLER agreed to pay herein, SELLER agrees to pay other allowable closing costs permitted by Lender(s) and/or prepaid items for BUYER, not to exceed	\$ <u>N/A</u>





3. FINANCING:

THIS IS A CASH SALE

THIS IS A FINANCED SALE: This Contract is contingent upon BUYER obtaining the financing described in this paragraph, provided by: Lending Institution N/A, Loan Officer N/A.

a. **Type of Financing:** Loan(s) will be owner-occupied Loan(s) or investment Loan(s).

b. **Loan Type:**

- Conventional
- FHA
- VA
- Rural Development
- _____

c. **Loan Terms:**

Initial Interest rate not to exceed N/A %, points not to exceed N/A points,
For a term of N/A years. Check if: Fixed, or Variable.

BUYER'S lender may afford BUYER the option to "lock in" the foregoing interest rate or to "float" the interest rate. If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms, even if different than those stated above. If BUYER has received a firm commitment from a lender on terms at or better than the terms stated above, and BUYER elects to float the rate, then BUYER agrees to accept the rate and terms available from BUYER'S lender for which BUYER qualifies at closing. BUYER may obtain a loan on different **Loan Terms** than those described in 3c, provided that the **Loan Terms** of the loan do not result in additional costs to SELLER.

d. **Loan Approval:**

- i. BUYER'S loan approval is not is contingent on BUYER receiving proceeds from sale/closing of property located at N/A.
- ii. If money is being borrowed, then this Contract is conditioned upon BUYER obtaining a written firm commitment, which must include (if required by Lender) a satisfactory appraisal, credit verification, income/assets verification, and PMI approval, for a new purchase money mortgage in the principal amount of no more than the above-stated new mortgage proceeds by, on, or before N/A.

BUYER shall act diligently and in good faith to obtain a mortgage loan as set out in this paragraph and shall make loan application within **five (5)** business days of the acceptance of this contract. BUYER may, at BUYER'S option, accept a firm loan commitment for less than the amount identified in 2b. BUYER agrees to accept any firm commitment which meets the terms set out in this paragraph and agrees to comply with all requirements of the commitment. BUYER shall furnish SELLER with a copy of the commitment promptly after BUYER receives it. If BUYER is unable to obtain a commitment for the Loan(s) within the loan approval period, then, unless the parties agree to extend such date or BUYER delivers to SELLER a written waiver of this condition, **BUYER or SELLER may CANCEL THIS CONTRACT** by delivering written notice to the BUYER of their intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void. If BUYER is unable to obtain the financing described herein, BUYER shall provide written evidence of rejection.

4. CLOSING DATE/DELIVERY OF DEED/DISTRIBUTION OF PROCEEDS:

- a. The Closing Date shall be on or before May 1st 2025, unless both parties agree in writing to advance or delay the Closing. "Closing" refers to the settlement of the transaction where the purchase price is paid to SELLER, prorations are made and the deed is delivered to BUYER. SELLER shall deliver possession and provide keys to BUYER immediately following payment of the purchase price to SELLER and recording of the deed. BUYER shall not occupy the Property or place personal property in or on the Premises prior to recording of the deed without the prior written consent of SELLER. If the Property is rented, the tenancy will be disclosed pursuant to paragraph eight (8) of this Contract.
- b. Unless otherwise agreed by the parties, at least three (3) calendar days before the Closing Date, SELLER shall execute and deliver to the Title Company or other Closing Agent, a general warranty deed or special warranty deed, or fiduciary deed (if SELLER is a corporation financial institution or fiduciary), and all other documents and funds reasonably necessary to complete the closing. **On or before the Closing Date, SELLER and BUYER agree to deliver to the Closing Agent a CASHIER'S CHECK, WIRE, OR OTHER CERTIFIED FUNDS sufficient to satisfy their respective obligations under this Contract.**





- c. BUYER shall pay the closing fee. "Closing fee" is the fee charged by the closing agent with a title company, or closing company, to facilitate the closing of the real estate transaction.
5. **TITLE INSURANCE:** SELLER shall furnish BUYER marketable title, from Kansas Secured Title (Escrow Agent if left blank), subject to liens, encumbrances, exceptions or qualifications specified in this Contract and those which shall be discharged by SELLER at or before Closing. SELLER shall furnish BUYER, before Closing, a commitment for an owner's title insurance policy in the amount of the purchase price, insuring BUYER'S title subject only to liens, encumbrances, exceptions, or qualifications set forth in this Contract, and those which shall be discharged by SELLER at or before Closing. BUYER shall have **five (5)** calendar days after receipt, to examine the title insurance commitment and to notify SELLER in writing of any requirements to make the title marketable. SELLER shall have until Closing to cause the title to be made marketable. If defects precluding marketability are not removed by Closing, BUYER may either accept title or **CANCEL THIS CONTRACT** by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void. SELLER shall diligently attempt, before Closing, to correct any defects to marketability of which BUYER has notified SELLER in writing and shall file and pursue any legal proceedings reasonably necessary to correct such defects. In case of dispute between the parties as to marketability of the title, the Title Standards adopted from time to time by the Bar Association of the State of Kansas, and the Kansas Marketable Record Title Act, as amended, shall control. BUYER agrees to use the title company selected by SELLER for all applicable title services, unless otherwise stated in Special Provisions.
6. **SURVEY:** BUYER may, at BUYER'S expense, obtain a "staked" survey of the Property before the Closing Date to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey. BUYER acknowledges that a Mortgage Inspection Report or "Loan Survey" normally required by a lending institution is not a "staked" survey. A title insurance company typically requires a "staked" survey in order to provide survey coverage to the BUYER. Prior to the Closing Date, BUYER shall notify SELLER of any encroachments of any improvements upon, from, or onto the Property or any building setback line, property line, or easement, which encroachment shall be deemed to be a title defect. SELLER shall remedy such defects as are susceptible of being remedied prior to the Closing Date. If SELLER does not so remedy the defects in title, BUYER shall have the option of (a) completing this purchase and accepting the title SELLER is able to convey without adjustment in the purchase price, or (b) **CANCEL THIS CONTRACT** by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void.
7. **INSPECTIONS:**
 BUYER or BUYER'S representative, at BUYER'S expense, shall have the right, on or before N/A - WAIVED (10 calendar days if left blank) (the "Inspection Period") after Contract acceptance date, to conduct and complete inspections to evaluate the present condition of the Property and its major systems. All inspections BUYER deems necessary must be completed by the end of the allowed Inspection Period (inspection(s), inspection(s) results, and all written inspection reports). BUYER may have the Property inspected by an **independent, qualified inspector(s)**, including, without limitation, the following: (1) mechanical equipment, plumbing and electrical systems, heating and central air conditioning system; (2) structural aspects of the Property, including without limitation, the following: foundation, slab, drainage, roof, fireplace, chimney, siding, windows, doors, ceiling, floors, walls, insulation, the interior, the exterior, fence, deck, patio, sidewalk or driveway; (3) environmental or health hazards affecting the Property, including without limitation, the following: radon gas, asbestos, mold, lead based paint, or any other environmental or health hazard. (4) active pest infestation, existence of active infestation by, and/or damage from, termite/wood-destroying pests (or evidence of past untreated infestation).
- See Rural Property Attachment to Sales Contract.**
- a. **Access to Property and Re-Inspections:** SELLER shall afford BUYER reasonable access to the Property to conduct the inspection(s), re-inspection(s) inspection of any repair(s) completed by SELLER, and/or final walk-through, prior to Closing. Such inspections shall be scheduled at any reasonable time convenient to SELLER. BUYER shall be responsible for correcting and/or paying for any damage to the Property resulting from the inspection(s).
- b. **Inspection Reports:** BUYER/BUYER'S Representative shall provide SELLER/SELLER'S Representative with a copy of any written inspection report(s) with any inspection deficiency requirements BUYER may make of SELLER as allowed in Paragraph 7d of this Contract or said written reports shall be delivered to SELLER/SELLER'S Representative prior to the termination of the Inspection Period in absence of an inspection deficiency request or said written reports must accompany BUYER'S cancellation notice.
- c. **Exclusions from Inspection:** **Any items that are strictly of a cosmetic nature that do not pertain to the mechanical or structural integrity or safety of the Property.** Inspections are not intended to identify either cosmetic imperfections or other features of the Property. The following items are expressly excluded from the foregoing inspection provisions, shall not be considered unacceptable conditions, and may not be used by the BUYER as a basis for canceling this Contract or requesting repairs: N/A
- d. **Unacceptable Conditions:** Any condition identified in a written inspection report(s) prepared by an independent qualified inspector(s) of BUYER'S choice, which condition(s) is unacceptable to BUYER (Deficiencies) and not otherwise excluded by this Contract.





If BUYER'S inspection(s) reveal deficiencies, BUYER may perform either of the following with a marked checkbox within the Inspection Period:

CANCEL THIS CONTRACT by delivering written notice to SELLER/SELLER'S Representative of BUYER'S intent to cancel in the form of a written contract cancellation agreement within the Inspection Period and, upon execution of the cancellation agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void, **OR ACCEPT THE PROPERTY IN ITS PRESENT "AS-IS" Condition** by delivering written notice to SELLER/SELLER'S Representative of BUYER'S intent to accept the property in its present "AS-IS" condition.

REQUIRE REPAIRS of SELLER by delivering written notice to SELLER/SELLER'S Representative of deficiencies which exist in/on the Property which require correction by SELLER. Said deficiencies must be delivered to SELLER/SELLER'S Representative in writing prior to the expiration of the Inspection Period by providing an itemized list describing the deficiencies in reasonable detail. BUYER and SELLER will have N/A (5 calendar days if left blank) after SELLER/SELLER'S Representative receipt of BUYER'S notice of deficiencies (the "Inspection Negotiation Period"), to reach a written agreement detailing the resolution of the deficiencies **OR ACCEPT THE PROPERTY IN ITS PRESENT "AS-IS" Condition** by delivering written notice to SELLER/SELLER'S Representative of BUYER'S intent to accept the property in its present "AS IS" condition..

Cost to correct deficiencies: BUYER shall pay the first \$ N/A (\$0 if left blank) of the total costs of correction, and any costs required above such amount shall be paid by SELLER.

- i. Any of the following executed and delivered to the other party or other party's representative prior to the expiration of the Inspection Negotiation Period will constitute such an agreement:
 - a. SELLER'S signature agreeing to do everything requested by BUYER on the original notice of deficiencies; or
 - b. A revised statement of deficiencies signed by BUYER and SELLER detailing the deficiencies to be corrected by SELLER; or
 - c. BUYER'S signature on a statement of deficiencies accepting the Property in its present condition.
 - ii. If no agreement resolving the deficiencies is reached during the Inspection Negotiation Period as provided above, then after the expiration of the Inspection Negotiation Period either of the following is permitted under the Contract:
 - a. Negotiations between SELLER and BUYER may still proceed. However, any agreement resolving the deficiencies must be in writing and signed by both parties.
 - b. Within **one** (1) calendar day of the expiration of the Inspection Negotiation Period BUYER may accept the property in its present "As-Is" condition by delivering BUYER'S written executed notice.
 - c. BUYER or SELLER may unilaterally cancel this Contract after the expiration of the **one** (1) calendar day period above by written notice to the other in the form of a contract cancellation agreement (which the receiving party hereby agrees to immediately sign and return to the other) directing Escrow Agent to release all earnest monies held to BUYER. Upon execution by all parties, this Contract shall be declared null and void and all obligations to the other shall cease.
- e. **BUYER'S notice of cancellation, "AS-IS" acceptance, or submission of deficiencies terminates the Inspection Period.**
 - f. **Quality of Repairs:** SELLER agrees that any corrections which SELLER performs shall be completed in a workmanlike manner with good quality materials.
 - g. **Failure to Inspect/Failure to Deliver Written Notice to SELLER:** If BUYER fails to conduct an inspection(s) and/or deliver a written notice to SELLER/SELLER'S Representative per paragraph 7d, BUYER shall have waived any right to cancel and/or right to repairs due to deficiencies which might reasonably have been discovered by an inspection, and shall be deemed to have accepted the Property in its present "AS-IS" condition at Closing.
 - h. **Waiver of Inspections:** BUYER hereby waives the right to conduct inspections. BUYER shall have waived any right to cancel and/or right to repairs due to unacceptable conditions which might reasonably have been discovered by an inspection and shall be deemed to have accepted the Property in its present "AS IS" condition at Closing.

By initialing below, BUYER hereby waives the right to conduct inspections.


BUYER'S INITIALS
dotloop verified

BUYER'S INITIALS





8. OCCUPANTS OTHER THAN SELLER:

Check if the property is currently leased.

If the property, or any portion of the property is currently leased, and the lease extends beyond the closing date, on or before N/A (3 calendar days if left blank), SELLER shall furnish BUYER with copies of all leases, and records of all received rents and deposits paid. BUYER shall have three (3) calendar days from receipt of all leases and records of all received rents and deposits to CANCEL THIS CONTRACT by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void. SELLER shall deliver and assign to BUYER all original leases on Closing Date. Advance rents, deposits and prorated rents will be credited to BUYER at Closing. BUYER shall assume all obligations under the leases and indemnify and hold the SELLER harmless with respect to the BUYER'S performance under such leases.

If the property is currently leased and the lease terminates prior to Closing, SELLER will provide written evidence of lease termination in lieu of copies of all leases, and records of all received rents and deposits paid, within the time period in the paragraph above. Unless otherwise agreed, no new leases or modifications/extensions to existing leases will be negotiated and/or executed without the written permission of BUYER.

9. SELLER'S DISCLOSURE STATEMENT:

a. SELLER shall provide BUYER with the following disclosure statements, as applicable, prior to the signing of this Contract: SELLER'S Property Condition Disclosure Statement, Lead-Based Paint Disclosure, and Kansas Energy Efficiency Disclosure. SELLER verifies that the SELLER'S Disclosure Statement, executed concurrently with the Exclusive Right of Sale, is current and valid to date.

ELM
 SELLER'S INITIALS

 SELLER'S INITIALS

b. BUYER acknowledges receipt of the above applicable disclosure statements prior to, or concurrently with, signing of this contract.

WB
 07/23/24
 BUYER'S INITIALS
bolloob verified

 BUYER'S INITIALS

10. HOME WARRANTIES AND HAZARD INSURANCE:

a. **BUYER'S Warranty Plan** (Check if applicable): SELLER or BUYER, at a cost not to exceed \$ N/A (amount not to include additional costs for SELLER'S coverage), agrees to purchase a homeBUYER'S warranty plan from N/A to be paid at closing. This plan is a limited service contract covering repair or replacement of the working components of the Property for a minimum of one (1) year from the Closing Date subject to a per claim deductible of \$ N/A. The (Check one) Listing Agent Selling Agent shall be responsible for making arrangements for the warranty plan and submitting required documentation to the settlement agent prior to Closing.

b. By initialing below, both BUYER and SELLER are declining a warranty at this time.

ELM
 SELLER'S INITIALS

WB
 07/23/24
 6:56 PM CST
 BUYER'S INITIALS

c. **Hazard Insurance:** BUYER acknowledges that hazard insurance is available through various sources.

11. AGENCY DISCLOSURE: (applicable sections must be checked): SELLER and BUYER acknowledge receiving the "Real Estate Brokerage Relationships" brochure prior to their execution of this Contract. SELLER and BUYER acknowledge that the real estate licensees involved in this transaction may be functioning as SELLER'S agents, BUYER'S agents, Designated Agents, or as Transaction Brokers. Pursuant to the following disclosure:

(Listing Company)	<u>Stephens Real Estate</u>	(Name of Licensee)	<u>Abigail Hummel</u>
Is functioning as	<input type="checkbox"/> SELLER'S Agent	<input checked="" type="checkbox"/> Designated SELLER'S Agent	<input type="checkbox"/> Transaction Broker
(Selling Company)	<u>Berkshire Hathaway HomeServices First, Realtors</u>	(Name of Licensee)	<u>Walker Bassett / Rich Bassett</u>
Is functioning as	<input type="checkbox"/> SELLER'S Agent	<input type="checkbox"/> Designated SELLER'S Agent	<input checked="" type="checkbox"/> Designated BUYER'S Agent
	<input type="checkbox"/> BUYER'S Agent	<input checked="" type="checkbox"/> Designated BUYER'S Agent	<input type="checkbox"/> Transaction Broker

Types of Brokerage Relationships: A real estate licensee may work with a BUYER or SELLER as a SELLER'S agent, BUYER'S agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the SELLER and BUYER must be included in any contract for sale and in any lot reservation agreement.





SELLER'S Agent: The SELLER'S agent represents the SELLER only, so the BUYER may be either unrepresented or represented by another agent. In order to function as a SELLER'S agent, the broker must enter into a written agreement to represent the SELLER. Under a SELLER agency agreement, all licensees at the brokerage are SELLER'S agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a SELLER'S agent and the supervising broker of the designated agent functions as a transaction broker.

BUYER'S Agent: The BUYER'S agent represents the BUYER only, so the SELLER may be either unrepresented or represented by another agent. In order to function as a BUYER'S agent, the broker must enter into a written agreement to represent the BUYER. Under a BUYER agency agreement, all licensees at the brokerage are BUYER'S agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a BUYER'S agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Complete only if Licensee representing SELLER or BUYER has a financial interest as a SELLER OR BUYER, OR is an immediate family member of SELLER OR BUYER:

- Abigail Hummel**, Licensee assisting SELLER,
 DOES HAVE a financial interest in this transaction AS A SELLER.
 IS an immediate family member of a party that has a financial interest in this transaction as a SELLER.
Licensee DOES DOES NOT have a financial interest due to this relationship.

- Walker Bassett / Rich Bassett**, Licensee assisting BUYER,
 DOES HAVE a financial interest in this transaction AS A BUYER.
 IS an immediate family member of a party that has a financial interest in this transaction as a BUYER.
Licensee DOES DOES NOT have a financial interest due to this relationship.

For purposes of the foregoing disclosures, "immediate family member" means spouse, parent, child or sibling. "Interest" is defined in K.S.A. 58-3035(i).

12. **RESTRICTIONS, EASEMENTS, LIMITATIONS, and TAXES:** BUYER shall take title subject to the following: zoning restrictions, prohibitions or other requirements imposed by governmental authority; restrictions, covenants and matters appearing on the plat of record; public utility easements of record, provided they are located contiguous to the Property lines; taxes and special assessments prorated to Closing Date, as described in paragraph 17 of this Contract.
13. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions inserted or attached shall supersede all conflicting printed provisions.
14. **ASSIGNABILITY:** This Contract and any right or interest in the Property are assignable only with the written consent of SELLER and BUYER.
15. **CONTRACT ACCEPTANCE DATE:** Date of this Contract is the date the last party signed or initialed mutually acceptable changes.
16. **LIENS:** SELLER certifies that at Closing there will be no lien claimants, nor potential lien claimants, nor improvements to the Property being sold for 120 calendar days prior to Closing Date. If there have been improvements on or to the above-described Property within 120 calendar days prior to the Closing Date, SELLER shall deliver releases or waivers from the general contractors, subcontractors, suppliers and material men furnishing the labor or materials for such improvements, together with such affidavits as SELLER may reasonably require naming such persons and reciting that all bills that might serve as a basis for liens of any type have or will be paid prior to or at Closing.
17. **TAXES & ASSESSMENTS:**
 - a. Real Estate taxes and any installments of special assessments for the Closing year shall be prorated to the Closing Date based upon the current available mill levy and assessed valuation. SELLER shall pay, or credit to BUYER as BUYER'S lender may require, the real estate taxes and any installments of special assessments for all prior years.
 - b. Taxes shall be prorated at Closing with BUYER being responsible for payment of taxes on any parcels closed and recorded prior to December 20 of the current year.
 - c. In the event that improvements have been made or special benefits have been assessed upon the herein-described Property which were not in existence on January 1 of the previous year, then such proration shall be based on an equitable estimate agreed upon between the parties prior to Closing.
 - d. Installments of special assessments becoming payable following Closing shall be assumed by the BUYER.
 - e. BUYER and SELLER acknowledge that reappraisal of all real estate is an ongoing process in the State of Kansas, which may change the real estate taxes on this Property this year and in the future.





18. **INTERIM MAINTENANCE / FINAL WALK THROUGH:** Between the date of this Contract and the Closing Date, the Property shall be maintained by SELLER in the same condition as at the date of this Contract, ordinary wear and tear excepted. Prior to Closing, BUYER / BUYER's representative shall have the opportunity to conduct a final walk through of the property to assure that all conditions of this Contract and any addenda and/or amendments thereto have been met.
19. **UTILITIES:** BUYER agrees to have all utilities changed to BUYER'S name as of the Closing Date, and further agrees that SELLER is entitled to all utility deposits made by SELLER in relation to the operation of the Property. SELLER will keep water, gas, and electric services on until the date of closing, unless otherwise agreed in writing. SELLER will pay all utility charges up through Closing Date. Final readings to be promptly requested by SELLER.
20. **MEDIATION:** Any dispute or claim arising out of or relating to this contract, the breach of this contract or the services provided in relation to this contract, shall be submitted to mediation in accordance with the HomeSELLERS/HomeBUYERS Rules and Procedures of the Dispute Resolution System. Disputes shall include representations made by the BUYER, SELLER, or any real estate broker/licensee in connection with the sale, purchase, financing, condition, or other aspect of the Property including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.
The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage, escrow contract, or installment contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; or (e) violation of Kansas real estate license laws. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.
By signing below the parties hereby acknowledge receipt of the standard announcement brochure for the HomeSELLERS/HomeBUYERS Dispute Resolution System, and agree to submit disputes, as described above, to mediation, in accordance with the HomeSELLERS/HomeBUYERS Dispute Resolution System, and rules and procedures of the mediation provider.
21. **DEFAULTS AND REMEDIES:** Subject to the Mediation Provision in this Contract, SELLER or BUYER shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract.
- a. **Default by SELLER:** In the event SELLER is unable or fails to furnish title or possession as agreed in this Contract, BUYER may **CANCEL THIS CONTRACT** by delivering written notice to SELLER of BUYER'S intent to cancel in the form of a written contract cancellation agreement and, upon execution of the agreement, the Earnest Money Deposit shall be promptly returned to the BUYER and this Contract shall be deemed null and void.
If, however, SELLER'S failure to furnish marketable title to BUYER shall be caused by SELLER'S willful act or omission, BUYER shall be entitled to pursue any remedies available at law or in equity.
- b. **Default by BUYER:** If BUYER does not pay all sums and comply with all obligations hereunder within the time provided, SELLER may notify Escrow Agent and BUYER in writing, in which case all sums paid shall be retained for the account of SELLER as liquidated damages in full settlement of any claims, the Deed shall be returned to SELLER, and all parties shall be relieved of any obligation hereunder, or SELLER may pursue such other remedies as provided by law or in equity.
A party determined to be in default of its obligations under this Contract by a court of competent jurisdiction shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees, court costs or other expenses of any nature incurred by the non-defaulting party as a result of the default or as necessary to enforce the non-defaulting party's rights under this Contract. This award of fees, costs and expenses to the non-defaulting party shall in no way be construed as a limitation to the damages or relief which the non-defaulting party may be entitled to at law or in equity.
22. **ESCROW:** Escrow Agent is authorized and agrees to hold all payments in an escrow or trust account pursuant to Kansas Statutes and to disburse at Closing as provided in this Contract. In case of doubt or question as to liabilities, Escrow Agent may (a) continue to hold all funds until the parties mutually agree in writing or until a court of competent jurisdiction determines the rights of the parties, or (b) deposit all funds so held with the Clerk of the District Court of the county in which the Property is located and, after notifying all parties in writing, Escrow Agent's liability shall cease, except to account for any sums previously delivered. If, because of duties as Escrow Agent, Escrow Agent is made a party to any suit or proceeding, Escrow Agent shall be indemnified for all costs and expense by the parties. Escrow Agent shall not be liable to any person for mis-delivery to BUYER or SELLER of escrow funds unless due to willful breach of this Contract or gross negligence. Any interest earned on monies held in escrow by Escrow Agent shall inure to Escrow Agent. Escrow fees shall be charged one-half to BUYER and one-half to SELLER. Notwithstanding any other terms of this Contract providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate laws prohibit the Escrow Agent from distributing the earnest money, once deposited, without the consent of all parties to this Contract. BUYER and SELLER agree that failure by either to respond in writing to a certified letter from Escrow Agent or Broker within **seven (7)** calendar days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit within **thirty (30)** calendar days of notice of cancellation of this Contract shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as demanded by the other party hereto.





23. **RISK OF LOSS PRIOR TO CLOSING:** In the event that prior to Closing and delivery of the Deed, any of the improvements or contents which are a part of the Property being sold hereunder are lost or damaged by fire, flood, wind, hail or other causes which would normally be covered by an "all risk" hazard policy of insurance, the following shall apply:
- The proceeds of any insurance on such improvements or contents shall belong to SELLER. SELLER, at SELLER'S option, may repair such loss or damage so as to restore the improvements or contents to as good a condition as exists at the date of execution of this Contract, except that in the case of new construction, SELLER shall have improvements completed as per attached plans and specifications.
 - If SELLER does not, prior to the Closing Date, replace or restore to their previous condition the improvements or contents that are damaged, BUYER may cancel this Contract by giving written notice to SELLER.
 - In the event of cancellation of this Contract by BUYER pursuant to the terms of this paragraph, all earnest money and any other money paid directly to SELLER shall be returned to the BUYER and this Contract shall be null and void.
24. **INGRESS AND EGRESS:** SELLER warrants that there is ingress to and egress from the above-described Property.
25. **ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW**
- Kansas Bureau of Investigation Information:** Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's Office.
 - Radon:** Every BUYER of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires SELLERS to disclose any information known to the SELLER that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homeBUYERS have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to <http://www.kansasradonprogram.org>.
 - Lead Based Paint Disclosure.** If the property was built prior to 1978, BUYER acknowledges receiving, reading and signing the Federally required disclosure regarding lead-based paint.
26. **VARIABLES:** Balance subject to prorating and adjustment shall be increased or decreased as may be required by interest, other expenses and revenue to Closing Date. The amount of any mortgage escrow deposits shall be credited to SELLER.
27. **FEMININE-MASCULINE, SINGULAR-PLURAL:** Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.
28. **KANSAS LAW APPLIES:** This Contract and its validity, construction and performance shall be governed by the laws of Kansas.
29. **TIME:** Time is of the essence in this Contract. No advancement or delay will be granted unless in writing and signed by the parties. Any reference to a time period shall mean calendar days, unless otherwise specified. Should the end of a time period fall on a legal holiday, the termination time shall be extended to 5:00 p.m. of the next calendar day. All time references in this Contract will be considered Central Time zone.
30. **MERGER CLAUSE:** These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Contract. No other promises, statements, warranties, agreements or understanding, oral or written, made prior to or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.
31. **PERSONS BOUND-COPIES:** This Contract shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto, and may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall, for all purposes, constitute one agreement.
32. **LEGAL AND TAX COUNSELING:** Both parties acknowledge the opportunity to obtain legal and tax counseling to review this Contract.
33. **FACSIMILE/ELECTRONIC DELIVERY:** For purposes of this document and any addenda, attachments or amendments thereto, BUYER and SELLER agree to accept facsimile (FAX) signatures and initials, or scanned originals delivered electronically, as originals.
34. **ELECTRONIC SIGNATURES AND TRANSACTIONS:** BUYER, SELLER and BROKERS agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, BROKERS have no authority or power of attorney to enter into electronic agreements with other parties on behalf of the BUYER or SELLER without the BUYER'S or SELLER'S explicit authorization.





Cyber Protection: Because you are going to be involved in a real estate transaction where money is changing hands, you are a potential target for cyber-criminals. Always contact the closer directly before wiring any money.

35. **MARKETING INSTRUCTIONS:** BUYER and SELLER agree that SELLER, at SELLER'S option, may continue to market this Property for sale and may accept other contracts, so long as those contracts shall be subordinate to this Contract.

36. **ATTACHMENTS:** The following items have been addressed, attached and incorporated into this Contract:

- | | |
|--|--|
| <input type="checkbox"/> <u>Safe of Residence Contingency</u> | <input type="checkbox"/> <u>Flood Plain Attachment</u> |
| <input type="checkbox"/> <u>Appraised Value Contingency Addendum</u> | <input type="checkbox"/> <u>Plans and Specifications</u> |
| <input type="checkbox"/> <u>FHA Attachment</u> | <input type="checkbox"/> <u>New Construction Warranty Addendum</u> |
| <input type="checkbox"/> <u>VA Attachment</u> | <input type="checkbox"/> <u>New Construction Performance Standards</u> |
| <input type="checkbox"/> <u>Short Sale Addendum</u> | <input type="checkbox"/> <u>Transaction Broker Addendum</u> |
| <input type="checkbox"/> <u>Rural Property Attachment</u> | <input type="checkbox"/> _____ |
| <input type="checkbox"/> <u>Lead Based Paint Disclosure</u> | <input type="checkbox"/> _____ |
| <input type="checkbox"/> <u>Environmental Disclosures</u> | <input type="checkbox"/> _____ |
| <input type="checkbox"/> <u>Agency Franchise Disclosure Addendum</u> | <input type="checkbox"/> _____ |

37. **SUPPLEMENTAL INFORMATION:** The parties acknowledge receipt of the following documented information:

- | | |
|--|---|
| <input type="checkbox"/> Plat | <input type="checkbox"/> Inspection Report(s) |
| <input type="checkbox"/> HOA Information | <input type="checkbox"/> <u>Transaction Broker Addendum</u> |
| <input type="checkbox"/> Covenants/Restrictions | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Kansas Energy Efficiency Disclosure | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Home Warranty Program | <input type="checkbox"/> _____ |

38. **SPECIAL PROVISIONS:**

a. *It is understood and agreed that Lots 10-13, Block A, Meier's Place Subdivision and Lots 4-8, Block E, Meier's Place Subdivision are currently subject to Special Assessments for City Sewer and City Paving, and shall be prorated to the Closing Date as described in Paragraph 17a.*

b. *It is understood and agreed this Contract is contingent upon Buyer and Seller entering into a separate Contract for the properties described as: Lots 9-12 NW Greenwood Court, Lots 1-3, 7-9 NW 8th Street, and Lots 1-2, 4-6 NW Vail Court, in Topeka, KS 66608, concurrently with the signing of this Contract by both parties, and the successful Closing of said Contract, or this Contract shall be null and void. In the event said Contract for the aforementioned properties cancels, either Buyer or Seller may elect to cancel this Contract.*

c. *It is understood and agreed Buyer is hereby granted a 365-day due diligence period (which shall begin after full execution of this Contract by both parties) to conduct any and all inspections of the property. Any inspection, document research, zoning questions etc., will be obtained at Buyer's sole expense as deemed necessary by Buyer. During the due diligence period, Buyer may withdraw from this Contract for any reason or for no reason, with written notice to Seller. At the expiration of the due diligence, if no notice of cancellation has been given to Seller, Buyer shall proceed to Closing as detailed in this Contract and all earnest money shall be delivered as described in Paragraph 2a and become non-refundable to Buyer.*

if Buyer withdraws from this contract during the due diligence period, Seller shall return all earnest money to Buyer.





39. ACCEPTANCE OF CONTRACT: This Contract must be executed by all parties before ____ a.m. p.m., on ____ (date), or it shall be null and void.

SELLER

Eugene L. Meier

Eugene L. Meier

Date: 2-23-24

Date: _____

Date: _____

BUYER

Gen III Construction & Development, LLC, a Kansas limited liability company

Walker Bassett

Walker Bassett, Member

dotloop verified
02/23/24 6:56 PM CST
DKA9-K2JC-F700-SZIQ

Date: 02/23/2024

Date: _____

Date: _____

OPTIONAL Contact Information

Listing Company

Office Address

Listing Licensee (Please Print)

Listing Licensee Phone # / Listing Office Phone #

Licensee Email Address

Listing Licensee (Please Print)

Listing Licensee Phone # / Listing Office Phone #

Licensee Email Address

Selling Company

Office Address

Selling Licensee (Please Print)

Selling Licensee Phone # / Selling Office Phone #

Licensee Email Address

Selling Licensee (Please Print)

Selling Licensee Phone # / Selling Office Phone #

Licensee Email Address



47 WHEREAS, all projects must demonstrate financial and economic reasons such
48 that but-for RHID assistance, the project could not proceed or could not address the City's
49 housing goals.

50
51 NOW THEREFORE, THE RURAL REINVESTMENT HOUSING INCENTIVE
52 DISTRICT POLICY FOR THE CITY OF TOPEKA, KANSAS WILL BE AS FOLLOWS:
53

54 **SECTION ONE: PREFERENCES FOR PROJECTS**
55

56 1. The City will use RHID to address housing needs as described in its July
57 2020 Citywide Housing Market Study and Strategy document (the "Housing Study") as
58 amended from time to time as needed. The City will amend this policy from time to time
59 to adjust the targets below for progress to date or to address changing needs as identified
60 by updates to its Housing Study. The Housing Study identified a need for approximately
61 420 units per year over the next 5 years to keep up with anticipated demand and another
62 2,300 units to catch up from past demand in order to have a balanced market with lower
63 housing cost burdens. The City's current 3-year average is almost 270 new units per year.
64 Therefore, a target of up to 3,100 units over a 5-year period is the substantiated need that
65 is not being met by the market thus necessitating additional incentives. This total is further
66 broken down by affordable, workforce, senior, market rate, and upscale units as
67 referenced in the Housing Needs Analysis completed as an update to the Housing Study.
68

69 2. The City will use RHID to encourage an equitable distribution of projects
70 citywide in keeping with the documented demand for 900 new units in downtown by 2030.
71

72 3. Per the Housing Study findings for greater housing choices, priority should
73 be given to those projects that diversify the City's inventory with more attached unit
74 typologies such as duplexes, townhomes, and multi-family projects.
75

76 4. The City will reserve a portion of projected RHID benefits to develop,
77 improve or replace public infrastructure supporting housing developments and to fund
78 multi-modal connections (transit, biking, walking) to housing developments.
79

80 5. The City will use a "but-for" approach (i.e., but-for the presence of the RHID
81 incentive the project could not proceed or could not address the City's housing goals) in
82 assessing the amount of RHID benefit granted to a housing development, maintaining
83 flexibility with respect to the amount of incremental taxes permitted to be captured and/or
84 the length of time an RHID will remain in place.
85

86 6. Housing developers seeking RHID assistance will need to be prepared to:
87

- 88 • Bear the costs of effecting an RHID incentive (estimated at \$25,000
89 to \$50,000 per project plan). Cost may include, but are not limited to,
90 updating the housing study, preparation of necessary resolutions,
91 ordinances, publication notices, development agreement, and
92 statutory feasibility findings. The City will first apply the

- 93 nonrefundable application fee described below towards the costs.
94 Once a better estimate of costs is obtained, the City may, at its sole
95 discretion, require a deposit to cover outstanding costs. If an
96 additional deposit is required in addition to the nonrefundable
97 application fee, the City shall return any balance from this deposit
98 upon the applicant's withdrawal of the application or the conclusion
99 of the approval processes.
- 100 • Provide the contractual and financial feasibility guarantees
 - 101 contemplated in the RHID statute (see K.S.A. 12-5245(a)(6)).
 - 102 • Provide detailed information regarding the type, timing and
 - 103 implementation plan for the housing they propose to develop.
 - 104 • Provide all information to the City required to effect an RHID project
 - 105 plan, as contemplated by Kansas law.
 - 106 • Provide evidence in support of its need for RHID incentive under the
 - 107 but-for principle.
 - 108

109 SECTION TWO: PROCESS

110
111 1. *Creation of a District.* The City intends to use the Housing Study, as updated
112 from time-to-time at the discretion of the City, to meet the statutory requirement (K.S.A.
113 12-5244) that the City conduct a "housing needs analysis" to determine that "housing
114 needs exist" in Topeka.

115
116 Either the City or a housing developer may initiate the district creation process by
117 delivering to the City Manager a District Pre-Application consisting of the following:

- 118
- 119 a) A cover letter requesting the creation of a district, including a general
- 120 description of the housing development expected to occur within the district,
- 121 the names of the housing developer or developers expected to construct
- 122 such housing, the expected timing of such housing development, a narrative
- 123 describing how the district is likely to address the policy goals of the Housing
- 124 Study and discussion of how the use of RHID is consistent with the City's
- 125 but-for principle.
- 126 b) A legal description of the proposed district and a map depicting the existing
- 127 parcels of real estate in the proposed district.
- 128 c) Evidence of site control or a detailed plan for which the developer intends
- 129 to secure site control.
- 130 d) A certification that neither the developer entity nor any of its
- 131 shareholders/partners/members is delinquent on its property tax or special
- 132 assessment payments on any property it owns or controls in Shawnee
- 133 County.
- 134 e) A certification that neither the developer entity nor any of its
- 135 shareholders/partners/members has any outstanding utility bills, zoning or
- 136 property maintenance, or other code cases pending with the city.
- 137 f) A non-refundable application fee of \$5,000. If the Developer withdraws the
- 138 application, the City Governing Body elects not to create the District or does

139 not approve the Housing Plan, or Kansas Secretary of Commerce elects to
140 not approve the application, the City shall keep the application fee to
141 reimburse it for the costs of processing and reviewing the application. The
142 Developer shall not be entitled to any refund of the fee.
143

144 Within thirty (30) days of receipt of a complete District Pre-Application, the City Manager
145 will direct the preparation of a resolution for consideration by the Topeka Governing Body
146 at a regular meeting not later than sixty (60) days following the City Manager's receipt of
147 a complete District Pre-Application. The resolution shall include:

- 148
- 149 a) The legal description and the map provided in the District Pre-Application;
- 150 and
- 151 b) The findings required in K.S.A. 12-5244(a)(1) through (a)(4).
- 152

153 If the resolution is adopted by the Topeka Governing Body, the City Manager or designee
154 will provide for publication of the adopted resolution as required in K.S.A. 12-5244(b) and
155 will request approval by the Kansas Secretary of Commerce in the manner provided in
156 K.S.A. 12-5244(c).

157

158 2. *Creation of a Housing Development Plan.* Once the Kansas Secretary of
159 Commerce has approved creation of a district, one or more housing developers may
160 petition the City Manager for the execution of a housing development plan within such
161 district. This petition will need to include all of the following:

- 162
- 163 a) Narrative describing the overall development plan specifically addressing
164 how the plan meets the policy goals of the Housing Study.
- 165 b) A legal description of the proposed project area if such project area is not
166 coterminous with the district boundaries.
- 167 c) A map of the proposed project area if such project area is not coterminous
168 with the district boundaries.
- 169 d) A table (Excel format preferred) listing (i) each parcel within the proposed
170 project area, listing the current Shawnee County assessed valuation of land
171 and improvements separately and (ii) the property owner's name and
172 address for each parcel.
- 173 e) A narrative and a graphical description of the housing and public facilities
174 that the developer will construct or improve, and the location of each within
175 the project area.
- 176 f) A narrative describing any improvements the developer expects the City to
177 make to support the planned project, including any on or off-site public
178 infrastructure and coordination with other public agencies, etc.
- 179 g) A listing of the names, addresses and specific interests in real estate in the
180 project area of the housing developer(s) responsible for development of the
181 housing and public facilities in the project area.
 - 182 • For the purpose of this requirement, "housing developer(s)" means
183 both the name of the business entity or entities, and the natural
184 persons comprising the ownership of such entity or entities.

- 185 h) A detailed total development cost budget for the housing and other
186 improvements to be constructed including an identification of costs for which
187 the developer will seek reimbursement from RHID proceeds.
- 188 i) A narrative describing all public incentives sought in support of the planned
189 project (including those that might be provided by other government
190 agencies, foundations or non-profits), including identification of whether the
191 developer seeks potential bond financing related to the RHID.
- 192 j) A detailed construction schedule, identifying any phasing of construction
193 anticipated.
- 194 k) A detailed financial pro forma, showing the operation of the project over the
195 life of the RHID, including sufficient detail on assumptions so the City may
196 determine, among other things, the developer's expectations for the number
197 and potential valuation of housing units to be constructed, the developer's
198 expected private financing for the project (including debt, equity and other
199 sources), and sufficient other detail to permit the City to make the required
200 statutory finding as provided in K.S.A. 12-5245(a)(7).
- 201 l) A detailed description of the contractual assurances the developer is willing
202 to make, including any financial guarantees it is willing to provide, to
203 "guarantee the financial feasibility" of the project, all as required by K.S.A.
204 12-5245(a)(6) (together, the "Plan Pre-Application"), along with
205 commercially reasonable information evidencing developer's financial and
206 operational capabilities to effect the proposed project as presented.
207

208 Unless there are extenuating circumstances, within fifteen (15) days of receipt of a
209 complete Plan Pre-Application, the City Manager will direct the City's Finance Director, or
210 other City Manager designee, to review the Plan Pre-Application for completeness
211 (compared both to statutory requirements and the requirements of this policy), to prepare
212 a financial analysis of the developer's proposal and to provide a written report to the City
213 in conformance with K.S.A. 12-5245(a)(7).
214

215 The City's Finance Director may request additional information from the developer to
216 assist in its analysis and the developer may request to provide certain information directly
217 to the City's Finance Director, particularly with respect to its financial capacity to perform.
218 The Finance Director may also consider: (a) the extraordinary or unique costs of the
219 housing development plan; (b) the developer's (and its shareholders'/partners'/members')
220 compliance with other City development agreements; (c) the creditworthiness of the
221 developer; and (d) the experience of the developer constructing, completing and
222 managing projects of a similar nature, scale and complexity. The City's Finance Director
223 will provide its written report in draft to the City Manager within thirty (30) days after receipt
224 of the Plan Pre-Application and any supplemental information it requests of the developer.
225

226 As authorized under the Kansas Open Records Act, the City will treat as confidential any
227 such sensitive financial information provided by the applicant or its guarantors to the City's
228 Finance Director, other city advisors or legal counsel, and will, if requested, enter on the
229 City's behalf into a non-disclosure agreement; provided, however, that such advisors or

230 legal counsel must have the right under such agreement to convey their conclusions
231 about the applicant's ability to meet the requirements above based upon its review.

232
233 Concurrently with the City Finance Director's work, the City Manager will coordinate with
234 City departments, as applicable, to identify any concerns with the City's ability to support
235 the proposed project, including, but not limited to, availability of utilities, the cost to
236 construct public infrastructure identified by the developer as the City's responsibility,
237 traffic considerations and the ability to provide public safety services to the project, etc.

238
239 3. *RHID Review Team.* Within fifteen (15) days of receipt of the City Finance
240 Director's draft analysis, the City Manager will convene a meeting of the RHID Review
241 Team to include: the Mayor, Deputy Mayor, affected district council member(s), City
242 Manager, Finance Director, Public Works Director, Utilities Director, Planning Director
243 and City Attorney. In the absence of one of the named members above, the City Manager
244 may designate alternative members to the RHID Review Team as appropriate. The RHID
245 Review Team will review the Plan Pre-Application, the City Finance Director's draft
246 analysis and the City Manager's review of the City's ability to support the project, and may
247 call on the financial advisor, City bond counsel and other resources to assist in its
248 deliberations.

249
250 After reviewing the information presented, the RHID Review Team may (i) request the
251 City Manager to seek additional information or provide additional analysis; (ii) make a
252 recommendation to the Governing Body to establish the District and approve the plan
253 with or without conditions; or (iii) not approve the plan.

254
255 In the event the RHID Review Team requests the City Manager obtain additional
256 information from the developer, it will include a reasonable timeline for the completion of
257 such additional work and a schedule for its reconsideration. Upon reconsideration, the
258 RHID Review Team may take one of the actions identified above.

259
260 In the event the RHID Review Team makes a recommendation to not approve, the City
261 Manager will report on the action of the RHID Review Team at a future Governing Body
262 meeting.

263
264 In the event the RHID Review Team makes a recommendation of approval:

- 265
- 266 a) The City Attorney, or appropriate designee, will prepare the resolution
267 contemplated in K.S.A. 12-5245(b), setting a date for a public hearing on
268 the creation of the district for inclusion on a regular City Governing Body
269 agenda within thirty (30) days of the action of the RHID Review Team.
 - 270 b) The City Attorney, or appropriate designee, will prepare a funding
271 agreement, to be considered at the same meeting as the resolution setting
272 the public hearing, under which the developer(s) will agree to pay the City
273 sufficient moneys to cover the City's costs in analyzing and effecting the
274 district's creation.

- 275 c) The City Attorney, or appropriate designee, will draft a development
276 agreement and enter into negotiations with the developer and its counsel
277 on the contents of such development agreement. The purpose of the
278 development agreement will be to translate into contract form the rights,
279 responsibilities and obligations of both the City and the developer in the
280 implementation of the housing development plan. The City Attorney may
281 involve the City's financial advisor, bond counsel and other resources in the
282 development and review of the development agreement.
- 283 d) The City's Finance Director will finalize its analysis for inclusion in the
284 Governing Body agenda packet and will incorporate any provisions from the
285 development agreement that might affect its analysis.
- 286 e) The City Manager will work with appropriate City departments to review
287 project budgets for any capital improvements required to effect the housing
288 development plan.
- 289 f) The City Planning Director, or appropriate designee, will work with the
290 developer to effect any planning and zoning approvals required to effect the
291 housing development plan.

292
293 4. *Governing Body Review and Approval.* Once a housing development plan
294 is recommended for approval from the RHID Review Team, it will appear on the
295 Governing Body agenda as follows:

- 296 a) Approval of a funding agreement with the developer(s).
- 297 b) A resolution setting a public hearing on the creation of the district, consistent
298 with the requirements of K.S.A. 12-5245(b), at least thirty (30) and not more
299 than seventy (70) days from the adoption date of this resolution.
- 300 c) After this public hearing is held, at the same meeting or at a subsequent
301 meeting, the Governing Body may consider an ordinance creating the
302 district and adopting the housing development plan.
- 303 d) At the meeting at which the Governing Body considers the ordinance
304 creating the district and adopting the housing development plan it will also
305 consider:
306
 - 307 i. Approval of the fully-negotiated development agreement(s) with the
308 housing developer(s) for the project(s).
 - 309 ii. Approval of any other City-provided incentives related to the
310 project(s).
 - 311 iii. Approval of project budgets related to any City-financed
312 infrastructure related to the project(s) including the adoption or
313 amendment of the CIB/CIP, if necessary.
 - 314 iv. Approval of any planning or zoning matters required to effect the
315 project(s).
- 316 e) The effectiveness of all such related matters will be conditioned upon the
317 RHID district creation ordinance surviving the thirty (30) day veto period of
318 Shawnee County and any affected school district.

319
320 **SECTION THREE: INCENTIVE STRUCTURE**

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1. *Presumption of Pay-As-You-Go Incentives.* The City will begin negotiations with housing developers with the presumption that it will structure RHID incentives on a pay-as-you-go basis.

2. *Reimbursable Costs.* The City will generally consider all statutorily-permitted uses of RHID proceeds as reimbursable costs (see K.S.A. 12-5249); provided, however, the City will generally not reimburse land acquisition costs from owners affiliated with the housing developer unless the developer provides evidence of its actual acquisition costs from a bona fide arms-length purchase from an unaffiliated owner or the housing developer can provide satisfactory evidence to the City Manager that the land acquisition was purchased at fair market value which may include the cost of reimbursing delinquent special assessments or other delinquent taxes from an owner affiliated with the housing developer and that the reimbursement of the acquisition costs satisfy the public purpose doctrine.

3. *Downtown.* Buildings or structures must be more than twenty-five (25) years old and used primarily for residential use located in the central business district or in a business or commercial district within a qualified census tract as approved by the Secretary of Commerce. Certification of the building/structure's age must be provided to the Secretary of Commerce. Improvements are limited to the second or higher floors. Improvements for commercial purposes are not eligible. K.S.A. 12-5249

4. *Bonds.* The City will generally not consider the issuance of special obligation bonds. A housing developer may petition the City Manager in writing to issue bonds secured by the proceeds of an RHID if:

- a) The project is complete, leased-up (multifamily)/substantially occupied (single family) and stabilized (multifamily).
- b) Shawnee County has completed at least four (4) tax valuations of the district.
- c) RHID-eligible costs exceed \$3 million.

Upon receiving a petition for bond issuance, the City Manager will engage the City's financial advisor to assess the feasibility of bond issuance given the track record of the project, the potential size of the financing and then-current market conditions. If the City's financial advisor determines that a bond financing would be feasible and par offered would be likely to exceed \$3 million, the financial advisor will report its findings to the City Manager along with an estimate of the potential transaction costs to effect the financing.

If a bond financing would be feasible, upon receipt of the financial advisor's findings, the City Manager will communicate the findings with the housing developer to determine whether the housing developer desires to proceed. If the housing developer desires to proceed, the City Manager will, within fifteen (15) days, convene the RHID Review Team to evaluate the housing developer's petition for bond issuance and the financial advisor's report.

367
368 After reviewing the information presented, the RHID Review Team may (i) request the
369 City Manager seek additional information or provide (or commission) additional analysis;
370 (ii) decline to advance the housing developer’s petition for bond issuance; or (iii) direct
371 the City Finance Director to proceed with execution of a potential bond issuance.

372
373 Upon direction from the RHID Review Team to proceed, the Finance Director will
374 coordinate with the City’s financial advisor and bond counsel to commence execution of
375 a bond financing. The financial advisor will advise on method of sale and will assist the
376 Finance Director in the selection of one or more underwriters for the financing. City bond
377 counsel will prepare a bond sale intent resolution, describing the intended sale and
378 authorizing appointment of the underwriter, directing staff and advisors/counsel to effect
379 the financing, and causing the preparation of customary bond and sale documents.

380
381 Within thirty (30) days of bond counsel’s preparation of the bond sale intent resolution,
382 the City Manager will calendar the resolution for consideration by the Governing Body. If
383 the Governing Body adopts the bond sale intent resolution, the City will use its best efforts
384 to cause the issuance of the bonds.

385
386 5. *No Issuance by Third Parties.* The City will not consent to and will include
387 language in any development agreement prohibiting the issuance of bonds by any third-
388 party on behalf of the developer to be secured by an assignment of the developer’s rights
389 under the development agreement. For the purposes of clarity, this language is not
390 intended to prevent or preclude developer’s collateral assignment of the development
391 agreement to a bank to secure the developer’s private financing of the project.

392
393 **SECTION FOUR: HOUSING DEVELOPER GUARANTEES**

394
395 1. *Assurances Required.* The City interprets K.S.A. 12-5245(a)(6) as requiring
396 that housing developers provide contractual assurances of their performance under a
397 development agreement related to an RHID project. The City will expect a housing
398 developer to offer one or more of the following contractual assurances of performance as
399 part of the development agreement. The City does not expect a developer to provide all
400 of these contractual assurances and will work with the developer on what is the most
401 appropriate assurance for a particular project:

- 402
403 a) A firm commitment to construct and complete a substantial percentage of
404 the housing units and related infrastructure proposed in its Plan Pre-
405 Application within a specified timeframe.
406 b) A performance and payment bond sufficiently sized to cause completion of
407 a substantial percentage of the housing units and infrastructure proposed
408 in its Plan Pre-Application.
409 c) A bank letter of credit sufficiently sized to secure completion of a substantial
410 percentage of the housing units and infrastructure proposed in its Plan Pre-
411 Application.

- 412 d) Personal financial guarantees of one or more owners of the developer to
- 413 ensure completion of a substantial percentage of the housing units and
- 414 infrastructure proposed in its Plan Pre-Application.
- 415 e) Other contractual assurances that, in the sole determination of the City,
- 416 meet the intent of the statute.

417
418 **SECTION FIVE: CITY REMEDIES IN THE EVENT OF DEVELOPER DEFAULT**

419
420 Each development agreement will identify the conditions under which a developer may

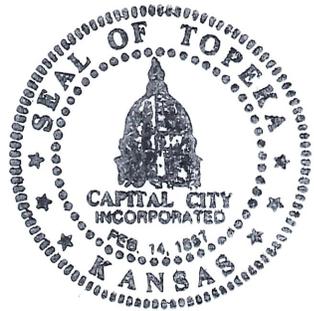
421 cause a default under the agreement. The City may impose one or more of the following

422 remedies if a default occurs and is not cured timely:

- 423
- 424 a) Reduction to or elimination of the amount of RHID proceeds that can be
- 425 used to reimburse eligible costs.
- 426 b) Shortening of the expiration of the RHID incentive.
- 427 c) Cross-default against other incentives granted by the City.
- 428 d) Other penalties or claw backs unique to each development agreement.
- 429

430 ADOPTED and APPROVED by the Governing Body on August 8, 2023.

431 CITY OF TOPEKA, KANSAS



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Michael A. Padilla

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger

Brenda Younger, City Clerk



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Rhiannon Friedman, **DOCUMENT #:**
Planning and
Development Director
SECOND PARTY/SUBJECT: Gen III Construction **PROJECT #:**
and Development LLC -
Reinvestment Housing
Incentive District
(RHID) Application
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Interim City Manager Richard Nienstedt making certain findings pursuant to the Kansas Reinvestment Housing Incentive District Act with regard to an application submitted by Gen III Construction & Development LLC to establish a Reinvestment Housing Incentive District and requesting that the Kansas Secretary of Commerce review the Resolution and advise the Governing Body.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval will authorize publication in the Topeka Metro Newspaper and submission to the Kansas Secretary of Commerce for review.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to take the first step in establishing a reinvestment housing incentive district by adopting certain findings and submitting them to the Kansas Secretary of Commerce for review.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The City's housing study identified a need to construct 420 units over the next five years to meet the demand for housing as well as an additional 2300 units to catch up from past demand. In an effort to provide an economic development tool to address housing needs, the City of Topeka approved Resolution 9379 establishing a Reinvestment Housing Incentive District Policy (RHID).

BUDGETARY IMPACT:

There is no budgetary impact associated with this phase of the application process.

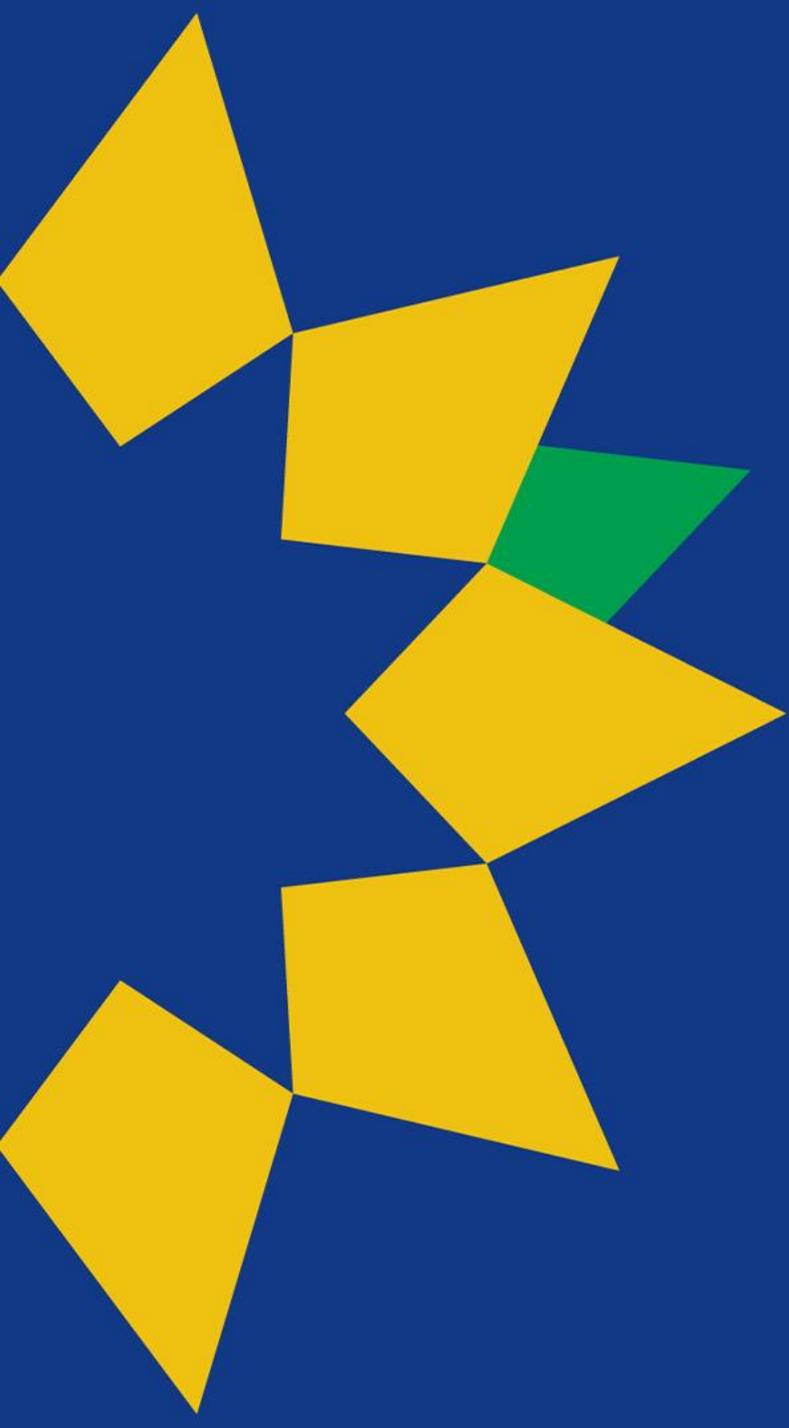
SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Presentation-Sherwood Professional Park Subdivision
Executive Memo - R. Friedman
Resolution - Sherwood Professional Park Sub RHID
Application RHID Phase 1
City of Topeka RHID Policy (Resolution 9452)



**CITY OF
TOPEKA**



**Sherwood Professional Park
Subdivision, Gen III
Construction & Dev. LLC
RHID District**

Rhiannon Friedman, Planning & Development Director

District Overview

- The City of Topeka has received an application requesting the creation of an RHID district for Sherwood Professional Park Subdivision.
- Staff is seeking approval at the May 7th meeting to send this district to the Kansas Department of Commerce for approval. If approved, a full project plan and development agreement will come before the Governing Body for review and approval at a later date.



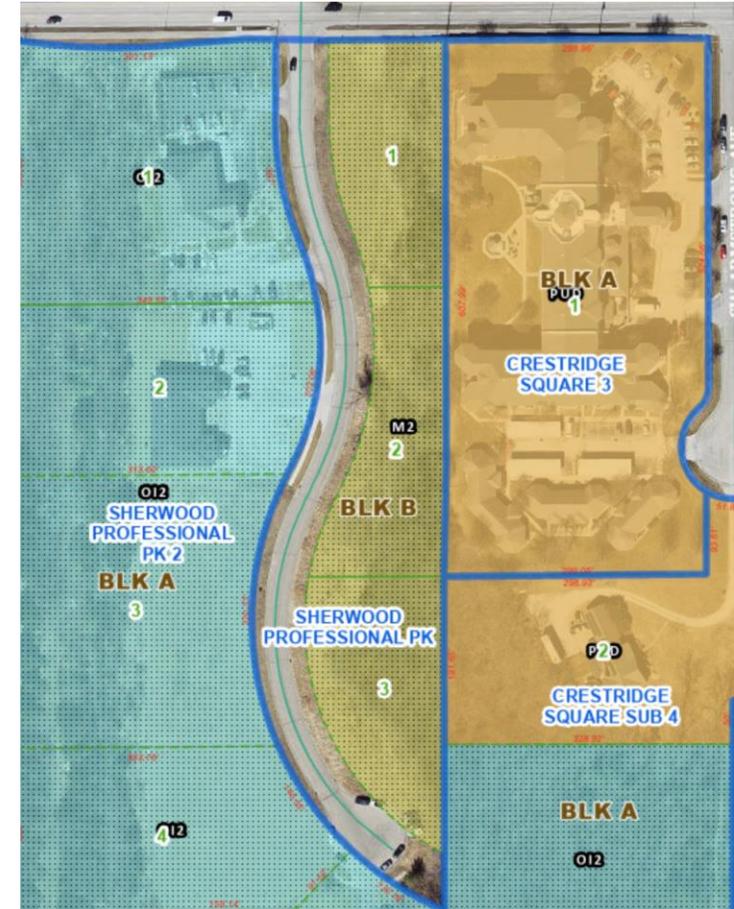
District Details

- Sherwood Professional Park proposal is to add 10 for-rent duplexes. This would create a total of 20 3-bedroom, 2-bathroom dwelling units, each with a double-car garage.
- Market rate, multi-family rental pricing is the targeted cost structure for this development.



Sherwood Prof. Park

- Sherwood Professional Park is located at the southeast corner of SW 29th St & SW Villa West Drive.
- The map on the right shows the M2 zoning that was adopted by the Planning Commission on May 15th followed by Governing Body approval on June 13th. The parcel was previously zoned O&1-2.



Next Steps

- Application requesting a district be created was submitted on March 14th, 2024.
- We are currently seeking approval to send to Department of Commerce for the creation of a district at this May 7th, 2024, Governing Body meeting.
- Should Department of Commerce approve the creation of a district the developer will need to submit a Housing Plan that will be reviewed by the RHID Review Committee then presented to Council for final approval at a following date.





CITY OF TOPEKA

Planning & Development Department
Holliday Building, 620 SE Madison St., Unit 11
Topeka, KS 66607

Rhiannon Friedman, Director
Tel: 785-368-3728
www.topeka.org

MEMORANDUM

TO: City Manager & Governing Body

FROM: Rhiannon Friedman, Director of Planning and Development

RE: Sherwood Professional Park Subdivision RHID Application

The purpose of this memo is to discuss the RHID Step 1 application for the Sherwood Professional Park Subdivision submitted by Walker Bassett with Gen III Construction and Development (Gen III) on March 14, 2024. The RHID Step 1 application provides the city with the following items:

- Cover letter formally requesting the creation of a district, including a general description of the development anticipated within the district.
- A legal description and map of the proposed district.
- Proof of site control for proposed district.
- Certification that neither the developer nor any of its shareholders/ partners is delinquent on its property tax or special assessment payments on any property owned within Shawnee County.

Once approved, the application is remitted to the Kansas Department of Commerce to fully establish the district.

The proposed development is located near the junction of 29th and Wanamaker and includes:

- 10 for-rent duplexes.
- 20 three-bed, two-bath dwelling units, each with a double-car garage.
- Market rate, multi-family rental pricing.

Based on the proposed project plan and the need for 210 market-rate rental units presented in the RHID housing study, staff recommends approving the RHID Step 1 application. To comply with local law, the application must be reviewed by the governing body no later than May 7, 2024.

1 (Published in the Topeka Metro News _____)
2

3 RESOLUTION NO. _____
4

5 A RESOLUTION introduced by Interim City Manager Richard Nienstedt making certain
6 findings pursuant to the Kansas Reinvestment Housing Incentive
7 District Act with regard to an application submitted by Gen III
8 Construction & Development LLC to establish a Reinvestment
9 Housing Incentive District and requesting that the Secretary of
10 Commerce review the Resolution and advise the Governing Body
11

12 WHEREAS, K.S.A. 12-5241 et seq. (“the Act”) authorizes the City of Topeka (“City”)
13 to establish a Reinvestment Housing Incentive District (“RHID”), the first step of which is to
14 conduct a housing needs analysis to determine what housing needs exist within the
15 community; and

16 WHEREAS, after conducting such analysis, the Governing Body may adopt a
17 resolution making certain findings regarding the establishment of a RHID and providing the
18 legal description of the proposed RHID and a map depicting the existing parcels in the
19 proposed RHID; and

20 WHEREAS, after publishing such resolution, the Governing Body shall send a copy
21 to the Secretary of Commerce (“Secretary”) requesting that the Secretary review the
22 resolution and advise the Governing Body whether the Secretary concurs with the findings;
23 and

24 WHEREAS, the City has performed a housing needs analysis (“the Analysis”); and

25 WHEREAS, based upon the Analysis, the Governing Body proposes to commence
26 proceedings necessary to create the Sherwood Professional Park Subdivision RHID, in
27 accordance with the Act.

28 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
29 CITY OF TOPEKA, KANSAS, that:

30 Section 1. The Governing Body adopts and incorporates by reference the
31 Analysis, a copy of which is on file in the office of the City Clerk and accessible on the
32 City's website <https://www.topeka.org/finance/rhid> and based on a review of the
33 Analysis makes the following findings and determinations.

34 Section 2. The Governing Body finds that there is a shortage of quality housing of
35 various price ranges in the City despite the best efforts of public and private housing
36 developers.

37 Section 3. The Governing Body finds that this shortage of quality housing can be
38 expected to persist and that additional financial incentives are necessary in order to
39 encourage the private sector to construct or renovate housing in the City.

40 Section 4. The Governing Body finds that the shortage of quality housing is a
41 substantial deterrent to the future economic growth and development of the City.

42 Section 5. The Governing Body finds that the future economic well-being of the City
43 depends on the Governing Body providing additional incentives for the construction or
44 renovation of quality housing in the City.

45 Section 6. Based upon the findings and determinations contained herein, the
46 Governing Body proposes to establish an RHID pursuant to the Act, within the boundaries
47 of the real estate legally described in Exhibit A, attached hereto and incorporated by
48 reference, and as shown on the map depicting the existing parcels of land attached hereto
49 and incorporated by reference as Exhibit B.

50 Section 7. The City Clerk is directed to publish this resolution one time in the
51 Topeka Metro News and to send a certified copy of this resolution to the Secretary for the
52 latter's review and concurrence with the findings herein.

Section 8. This resolution shall take effect after its adoption and publication once in the Topeka Metro News.

53 ADOPTED and APPROVED by the Governing Body on _____.

54 CITY OF TOPEKA, KANSAS

55

56

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Michael A. Padilla, Mayor

60

61 ATTEST:

62

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66

Brenda Younger, City Clerk

EXHIBIT A

(Legal Description)

ALL OF LOTS 1, 2, AND 3 OF BLACK "B" CRESTRIDGE SQUARE SUBDIVISION NO. 2 IN THE CITY OF TOPEKA. SHAWNEE COUNTY, KANSAS.

EXHIBIT B

(Map; Existing Parcels in Proposed RHID)

FINAL PLAT FOR:

SHERWOOD PROFESSIONAL PARK SUBDIVISION

A REPLAT OF LOTS 1, 2, AND 9, BLOCK 'A', CRESTRIDGE SQUARE SUBDIVISION NO. 2 IN THE CITY OF TOPEKA, SHANNEE COUNTY, KANSAS

BOOK 35 PAGE 138

LEGAL DESCRIPTION:

ALL OF LOTS 1, 2 AND 9 OF BLOCK 'A', CRESTRIDGE SQUARE SUBDIVISION NO. 2, IN THE CITY OF TOPEKA, SHANNEE COUNTY, KANSAS.

THE SAID DESCRIBED TRACT OF LAND CONTAINS 14.43 ACRES, MORE OR LESS.

SUPERVISOR'S CERTIFICATE:

I HEREBY CERTIFY THE DETAILS OF THIS PLAT TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL NECESSARY CONVEYANCES HAVE BEEN ACCURATELY RECORDED ACCORDING TO KANSAS STATE STATUTE.

DATE: THIS 15th DAY OF SEPTEMBER, 1998

DEPUTY CITY ENGINEER: [Signature]

DEDICATION:

IN THE EVENT THERE ARE OTHER OWNERS OF THESE AND OTHER ADJACENT PARCELS, I HEREBY CERTIFY TO THIS DEDICATION THAT I AM AWARE OF THE INTERESTS OF ALL SUCH OWNERS AND THAT THE SAID DEDICATION IS THE PROPERTY OF THE CITY OF TOPEKA, SHANNEE COUNTY, KANSAS. THE PUBLIC HAVE NOT BEEN ADVISED BY THE RECORDING OFFICE OF ANY SUCH INTERESTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THIS 15th DAY OF SEPTEMBER, 1998.

STATE OF KANSAS
COUNTY OF SHANNEE

BEFORE ME, the undersigned authority, on this 15th day of September, 1998, personally appeared [Signature], known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC: [Signature] My Commission Expires: 12/31/99

CERTIFICATE OF APPROVAL:

APPROVED BY THE TOPEKA BOARD OF CITY ENGINEERS ON THIS 15th DAY OF SEPTEMBER, 1998.

THIS SUBDIVISION HAS BEEN PRESENTED TO THE CITY ENGINEER, CITY OF TOPEKA, KANSAS, FOR THE ACCEPTANCE OF LAND TO BE DEDICATED FOR PUBLIC PURPOSES.

APPROVED IN THE MATTER BEFORE US SHANNEE COUNTY, KANSAS THIS 15th DAY OF SEPTEMBER, 1998.

FILED FOR RECORD IN THE OFFICE OF THE SHANNEE COUNTY, KANSAS, THIS 15th DAY OF SEPTEMBER, 1998.

NOTARY PUBLIC: [Signature] My Commission Expires: 12/31/99

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NOTES:

1. THE PROPERTY IS SUBJECT TO THE EASES AND ENCUMBRANCES SHOWN ON THE PLAT AND TO THE EASES AND ENCUMBRANCES SHOWN ON THE PLAT AND TO THE EASES AND ENCUMBRANCES SHOWN ON THE PLAT.
2. THE PROPERTY IS SUBJECT TO THE EASES AND ENCUMBRANCES SHOWN ON THE PLAT AND TO THE EASES AND ENCUMBRANCES SHOWN ON THE PLAT AND TO THE EASES AND ENCUMBRANCES SHOWN ON THE PLAT.
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DETAILS:

DETAIL 'A'

DETAIL 'B'

FINAL PLAT

SHERWOOD PROFESSIONAL PARK SUBDIVISION

Book 35 Page 138



CITY OF TOPEKA

24 MAR 14 PM 3:19
REC'D TOPEKA CITY CLERK

Application for Creation of a RHID District

APPLICANT: Gen III Contruction & Development LLC

ADDRESS: 2858 SW Villa West Dr STE 200, Topeka KS, 66614

PHONE #: 785-217-5766

E-MAIL ADDRESS: wfbassett@gmail.com

CONTACT PERSON: Walker Bassett

PROJECT NAME: Sherwood Professional Park Subdivision

Please complete the following items.

1. As ***Exhibit A***, provide a cover letter formally requesting the creation of a district, including a general description of the housing development expected to occur within the districts, the names of the housing developer or developers expected to constructs such housing, the expected timing of such housing development, a narrative describing how the district sis likely to address the policy goals of the Housing Study and discussion of how the use of RHID is consistent with the City's but-for principle.
2. As ***Exhibit B***, provide a legal description of the proposed district and a map depicting the existing parcels of real estate in the proposed district.
3. As ***Exhibit C***, provide evidence of site control or a detailed plan for which the developer intends to secure site control.
4. As ***Exhibit D***, provide certification that neither the developer entity nor any of its shareholders/ partners/members is delinquent on its property tax or special assessment payments on any property it owns or controls in Shawnee County. (*Exhibit D of this document is a form that must be completed by the Shawnee County Treasurer.*)
5. Applicant with support of the city needs to provide certification that neither the developer entity nor any of its shareholders/ partners/members has any outstanding utility bills, zoning or property maintenance, or other code cases pending with the city.

6. A non-refundable application fee of \$5,000 will be required upon submission of the application of the RHID district to the City Clerk. If the Developer withdraws the application, the City Governing Body elects not to create the District or does not approve the Housing Plan, or Kansas Secretary of Commerce elects to not approve the application, the City shall keep the application fee to reimburse it for the costs of processing and reviewing the application. The Developer shall not be entitled to any refund of the fee.

CERTIFICATION OF APPLICANT

APPLICANT HAS RECEIVED AND REVIEWED THE CITY'S RURAL HOUSING INCENTIVE DISTRICT POLICY (RESOLUTION NO. 9379). THE APPLICANT UNDERSTANDS AND AGREES TO THE TERMS OF THE POLICY AND PROCEDURES, INCLUDING PAYMENT OF THE REQUIRED FEES. THE APPLICANT UNDERSTANDS THAT A SUBMISSION OF A HOUSING DEVELOPMENT PLAN APPLICATION WILL BE REQUIRED SHOULD THE CREATION OF A RHID DISTRICT APPLICATION BE APPROVED.

AS OF THE DATE OF APPLICANT'S EXECUTION OF THIS APPLICATION, TO THE BEST OF THE APPLICANT'S KNOWLEDGE, THE INFORMATION CONTAINED WITHIN THIS APPLICATION IS TRUE AND CORRECT.

By: Walker Bassett
Signature of Authorized Agent for Entity

Title: Managing Member, Gen III Construction and Development LLC

Date: March 14, 2024

OK #5392
By 3-14-24

STATE OF Kansas
COUNTY OF Shawnee

This document was acknowledged before me on 3/14/24 by Walker Bassett

Notary Public
My commission expires: 9/8/24



Traci Peterson

EXHIBIT A

Insert or attach here:

City of Topeka
215 SE 7th St
Topeka, KS 66603

RE: Sherwood Professional Park Subdivision Pre-Application

TO: City Manager

Gen III Construction & Development LLC (Gen III) is seeking the establishment of a new district for the purpose of creating a Rural Housing Incentive District (RHID). The proposed project entails the development of a 10-duplex project, totaling 20 units, located near one of Topeka's busiest intersections, the junction of 29th and Wanamaker.

Extensive housing research conducted in Topeka shows the urgent demand for multi-family housing options. The current housing crisis necessitates swift action, with projections indicating a need for approximately 5,700 new living units by 2040—an annual requirement of 240 units that far exceeds the current rate of construction. Each unit in our proposed development will offer approximately 1400 square feet of finished space, with 3 bedrooms, 2 bathrooms, and a double-car garage.

This project is poised to significantly benefit our community, particularly in addressing the scarcity of rental properties on the southwest side of Topeka, west of Wanamaker Road, as noted by Zillow data. The proposed units will aid in increasing the supply of multifamily units rented at market rate.

However, this endeavor hinges upon the availability of financial assistance through the RHID. But for the financial assistance provided by the RHID, Gen III would not move forward with this project given current construction costs and risks associated with such project. As advocates for delivering new, high-quality housing options to the residents of Topeka, we request the support of the city through the RHID initiative.

Together, we can bridge the gap in housing accessibility, foster community development, and contribute to the overall prosperity and growth of our city. We humbly request your consideration and support for this initiative.

Walker Bassett
Managing Member, Gen III Construction & Development LLC

EXHIBIT B

Insert or attach here:

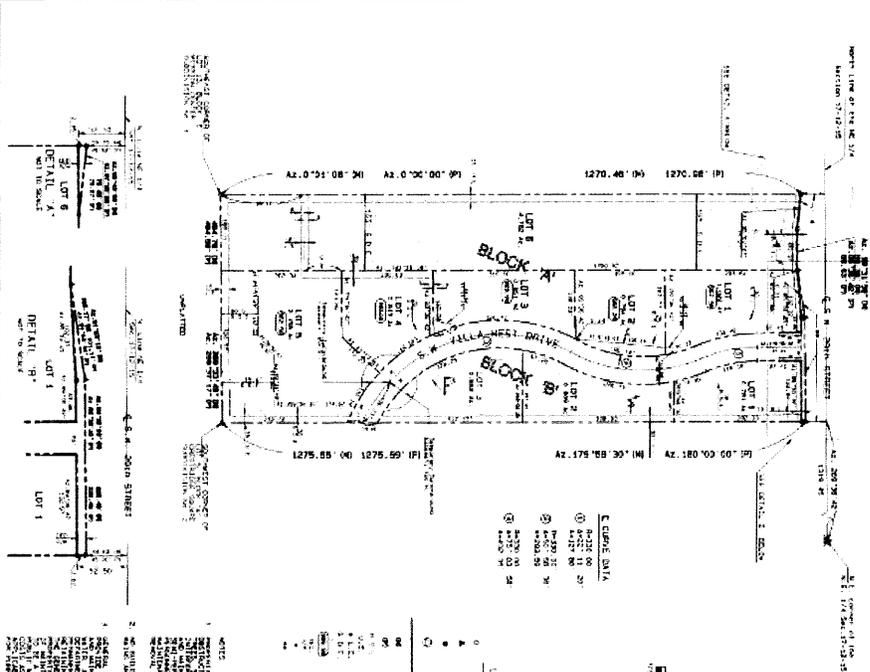
LEGAL DESCRIPTION

ALL OF LOTS 1, 2, AND 3 OF BLACK " B" . CRESTRIDGE SQUARE SUBDIVISION NO. 2 IN THE CITY OF TOPEKA. SHAWNEE COUNTY, KANSAS.

See attached Plat as Exhibit B

RETURN THIS TRACING TO
THE SHAWNEE COUNTY
REGISTER & RECORDER

FINAL PLAT FOR:
SHERWOOD PROFESSIONAL PARK SUBDIVISION
A REPLAT OF LOTS 1, 2, AND 9, BLOCK 'A', CHESTRIDGE SQUARE
SUBDIVISION NO. 2 IN THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS



CURVE DATA

- ① RADIUS 60.00'
- ② CHORD 100.00'
- ③ ANGLE 90.00°
- ④ TANGENT 60.00'
- ⑤ ARC LENGTH 157.08'
- ⑥ AREA 2827.43 SQ. FT.

LEGEND

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- 999. AREA
- 1000. DISTANCE

1. THE SUBDIVISION IS BEING REPLATED TO CORRECT THE ERRORS IN THE ORIGINAL PLAT OF LOTS 1, 2, AND 9, BLOCK 'A', CHESTRIDGE SQUARE SUBDIVISION NO. 2, AS SHOWN ON THE ORIGINAL PLAT OF LOTS 1, 2, AND 9, BLOCK 'A', CHESTRIDGE SQUARE SUBDIVISION NO. 2, AS SHOWN ON THE

EXHIBIT C

Insert or attach here:

SECURED SITE CONTROL

The developer, Gen III Construction & Development LLC, has a purchase agreement for the property with 365 days due diligence. This site control is supported via the contract attached as Exhibit C.



Exhibit C

REAL ESTATE CONTRACT
For Unimproved Land
Sunflower Association of REALTORS®, Inc.



CONTRACT PREPARATION DATE: 03/14/2024

SELLER (Name & marital status): Sherwood Office Park 2016 LLC

BUYER (Name & marital status): Gen III Construction & Development, LLC

Do you want to take title in joint tenancy with right of survivorship? [] Yes [x] No

FOR GOOD AND VALUABLE CONSIDERATION, Buyer and Seller agree as follows:

PROPERTY: Seller agrees to sell and Buyer agrees to buy the following described real estate located in Shawnee County, KS:

Legal Description (Correct legal description to appear on deed as per title evidence):

Block B, Lot 1-2-3 Sherwood Professional Park

commonly known and described as Southwest Villa West Drive, Topeka, KS 66614

2. PURCHASE PRICE & FINANCING: The total purchase price is \$150,000, one hundred fifty thousand Dollars, payable as follows:

(a) \$0 in the form of as earnest money. This earnest money is deposited as a good faith assurance that Buyer shall fulfill the terms and conditions of this Contract. Said earnest money shall be applied to Buyer's acquisition costs at closing.

(b) The remaining balance of the purchase price to be paid (check applicable box):

[x] (i) CASH: In cash, \$150,000.00 as follows: Certified Funds at Close

[] (ii) ASSUMPTION OF EXISTING MORTGAGE: See attached Addendum.

[] (iii) INSTALLMENT SALE: See attached Addendum.

[] (iv) NEW MORTGAGE: In cash, including the proceeds of a new mortgage loan hereinafter described. This Contract is conditioned upon Buyer obtaining a written commitment for a loan on or before (date) of not less than \$ with interest at % per annum, or less, payable over a period of years, secured by a first real estate mortgage against the above-described property.

Buyer shall apply for loan and make payment of loan application fees, including appraisal and credit report fees, not later than five (5) business days after the date this Contract is executed and shall exercise all reasonable efforts to secure the same. In the event loan commitment is not obtained, Buyer shall not be obligated to complete the purchase of the above-described property. In the event repairs or requirements on subject property are necessary for Buyer to obtain the loan, Seller may elect to either comply with same or cancel this Contract.

It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of the property, or to incur any penalty by forfeiture of earnest money or otherwise, if the appraised value of the property is less than the purchase price. However, Buyer may proceed with the purchase without regard to the amount of the appraised valuation.

3. TENANT'S RIGHTS: There are no leasehold interests or tenant's rights on the subject property, except as follows:

4. CLOSING & POSSESSION: This Contract shall be closed at a time and date mutually agreed to by the parties, but in no event later than 05:00 p.m., 04/01/2025 (date). Possession of the property shall likewise be at time and date mutually agreed to by the parties, but in no event later than .m., Closing (date).

For new mortgages, closing agent fee shall be classified as a Buyer Closing Cost. For any other financing, closing agent fee shall be paid by: [] Seller [] Buyer [] Split evenly between Buyer and Seller

Seller(s) signature box

Seller(s)

Buyer(s) signature box

Buyer(s)

5. **MARKETABLE TITLE:** Seller shall make available to Buyer prior to closing of this Contract, at Seller's expense, as evidence of marketable title, a standard owner's preliminary title insurance report, and, after closing of this Contract, a standard owner's title insurance policy that will insure Buyer against loss or damage to the extent of the total purchase price by reason of defects in the Seller's title to said real estate, subject to the exceptions below. Seller shall be responsible to use due diligence to resolve any title defects at the Seller's expense subject to the exceptions below. If the Seller shall be unable to deliver marketable title as herein provided, this Contract shall be of no further force or effect.

Seller shall convey title by General Warranty Deed, or a deed acceptable to the title company issuing the title insurance, to be delivered to Buyer at the closing of this Contract upon receipt of the total purchase price, free of all liens and encumbrances except:

- (a) Zoning, conditions, restrictions, deed restrictions, reservations, rights of way, and easements of record, if any, which do not materially affect the value or prohibit the use of the property for residential use _____ ;
- (b) Encumbrances created by the Buyer;
- (c) Installments, if any, of special assessments not yet due;
- (d) Tenants rights, if any; none
- (e) Other exceptions, if any: none known.

6. **LIENS:** Seller shall pay all contractors, subcontractors, laborers, or suppliers for all work done or material furnished to the property prior to the closing of this Contract which might form the basis of a mechanic's lien. Seller shall indemnify and hold Buyer and real estate companies and licensees involved in this transaction harmless from any obligation for payment of any amounts by reason of any mechanic's liens which may be filed for labor performed or material furnished prior to the closing of this Contract.

7. **ESCROW:** Kansas Secured Title is hereby designated as escrow agent of both parties. All monies paid and to be paid, prior to the closing of this transaction, and the deed and other papers that may be delivered hereunder, shall be paid and delivered to said escrow agent, who shall hold and then pay and deliver the same to the respective parties entitled thereto upon full performance of all the terms of this Contract.

If this Contract is cancelled at the option of one of the parties hereto under the provisions of sections 2, 5, 9, 10, 13, or 15, Buyer's earnest money may, upon agreement of Seller, be returned to Buyer, less the cost of any reports, inspections, or other costs Buyer is obligated to pay under this Contract. Buyer agrees to pay immediately any costs that exceed the earnest money. Upon completion of disposition of the earnest money and payment of said costs pursuant hereto, this Contract shall be of no further force or effect, and all parties to this Contract and real estate companies and their agents shall be released from further liability hereunder.

Notwithstanding any other terms of this Contract providing for forfeiture or refund of the earnest money, the parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this Contract. Buyer and Seller agree that failure by either to respond in writing to a certified letter from Broker within seven days of receipt thereof or failure to make written demand for return or forfeiture of earnest money within 30 days of notice of cancellation of this Contract shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as demanded by the other party hereto.

Buyer and Seller agree that the Escrow Agent may retain any interest earned on escrowed funds.

8. **TAXES & ASSESSMENTS:** Taxes and assessments due and payable for the calendar year 2024, and all prior years, and a pro rata share of the 2025 taxes and assessments as of date of Closing (based on 2024 general taxes and N/A special assessments, if any), shall be paid by Seller, and all taxes and assessments that may be levied, imposed, or become payable after said time shall be assumed and paid by Buyer. The parties acknowledge that the taxes may be substantially higher or lower than the previous year's taxes due to Kansas law requiring periodic reappraisal. **In the event of special assessments, see attached Seller's Special Assessment Disclosure Addendum. (K.S.A. 12-601 et seq. and amendments thereto)**

9. **MINERAL/WATER RIGHTS:** Any and all mineral and water rights currently held by Seller become of the property of the buyer.

10. **CROPS:** Crops planted at the time of the sale will: pass with the land to Buyer, or remain with Seller.

11. **FARM PROGRAMS:** Any USDA/government payments will be paid as follows: NA

12. **SURVEY:** Buyer will / will not (check one) require a land survey of the property being purchased, regardless of lender's survey requirements. If such survey is required, Listing Broker or Broker's Agent, is authorized to obtain, within _____ days of the effective date of this Contract, and _____ agrees to pay for, a survey by _____, a licensed surveyor.

 Seller(s)

 Buyer(s)

13. **PRIVATE WASTEWATER DISPOSAL:** The Shawnee _____ County Health Department's rules and regulations applicable to private wastewater disposal are applied on a case-by-case basis. Each party acknowledges that no representation has been made to either of them as to whether the subject property meets applicable requirements for use of a private wastewater disposal system and that they have been further admonished to seek a determination of whether or not the property does meet applicable requirements from the appropriate county health department.

14. **DISCLOSURES:**

14a. **PROPERTY CONDITION:** Buyer has carefully inspected the property and, subject to any inspections included in this Contract, agrees to purchase the property in its present condition. No warranties or guarantees of any kind are made by Seller or any real estate licensee concerning the condition or value of the property, unless expressly set forth in this Contract or specifically implied by Kansas law. **Buyer acknowledges that neither Seller nor any real estate licensee involved in this transaction is an expert at detecting or repairing physical defects in the property. Buyer states no important representations concerning the condition of the property are being relied upon by Buyer.**

Buyer acknowledges that defects or conditions concerning the property may exist of which Seller may not be aware, but could be revealed as a result of an inspection by a qualified professional.

Buyer acknowledges receipt and acceptance of Seller's Property Disclosure Statement dated NA _____.

Buyer agrees to verify, by an independent investigation, information Buyer deems important. Buyer has been advised to have the property examined by professional inspectors. Buyer acknowledges that no important representations have been made by any real estate licensee, and further, that none have been made by Seller other than the information provided in the Seller's Property Disclosure Statement.

14b. **STATE REQUIRED DISCLOSURES:**

REGISTERED OFFENDERS: Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

RADON: Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For more information, please go to <http://www.kansasradonprogram.org>.

15. **INSPECTIONS:** Listing Broker, or Broker's Buyer or Buyer's representative, is authorized to obtain, within _____ days of the effective date of this Contract, the following written inspection reports. Buyer and Seller authorize all inspection reports to be provided to all parties and all real estate licensees involved in this transaction. In the event an inspection report (s) is unacceptable to Buyer, Buyer may cancel this Contract. All inspections are to be performed by acknowledged contractors or professionals.

Type of Inspection	Inspector/Inspection Company	Paid by Buyer or Seller	Report Cost Not to Exceed

Offered to Buyer & Declined

WB **Except for inspections listed in Section 15., the Buyer does not request any inspections.**

03/14/24
2:18 PM CDT
dotloop verified

16. **EXISTING CONTRACT:** It is expressly understood and acknowledged that there is currently in force and effect a Real Estate Contract with a different Buyer for this property. It is further understood that this Contract is contingent upon the existing Contract being declared null and void before (A.M.) (P.M.), _____ (date). In the event said existing Contract is not declared null and void by said time, this Contract shall automatically become null and void and all earnest money paid hereunder shall be returned to Buyer.

17. **TIME IS OF THE ESSENCE:** If Buyer fails to comply with any of the terms of this Contract, this Contract shall, at the option of Seller, become null and void, and all rights of Buyer shall then terminate, and all monies paid and improvements made hereunder shall be retained by Seller as rent and as liquidated damages for said default by Buyer. In such event, Seller shall be entitled to possession of said real estate, free of all right, title, and interest of Buyer, and all parties shall be released

RM _____ Seller(s)

WB _____ Buyer(s)

from all further liability hereunder. If Seller does not exercise this option to cancel this Contract, Seller may exercise any other legal rights and remedies available to Seller under Kansas law.

18. **REAL ESTATE BROKERAGE RELATIONSHIPS: (APPLICABLE SECTIONS MUST BE CHECKED)**

Pursuant to the following:

- Listing Licensee, _____, of _____ is functioning as: (Mark appropriate response)
 - Transaction Broker Designated Seller's Agent (Supervising Broker acts as a Transaction Broker.)
 - Seller's Agent
- Selling Licensee, _____, of _____ is functioning as: (Mark appropriate response)
 - Transaction Broker Designated Buyer's Agent (Supervising Broker acts as a Transaction Broker.)
 - Buyer's Agent Designated Seller's Agent (Supervising Broker acts as a Transaction Broker.)
 - Seller's Agent

Buyer and Seller acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, a Transaction Broker, or as Designated Agent(s) to represent the Seller or the Buyer. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER. Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be the agent of the Seller. INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER. A Broker or licensee, acting as a Transaction Broker, is not an agent for either the Seller or the Buyer and does not advocate the interests of either party, but is responsible for assisting both parties in closing the transaction. Buyer and Seller acknowledge that Real Estate Brokerage Relationships brochures have been furnished to them prior to entering into this Contract as prescribed by law.

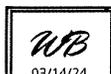
19. **ELECTRONIC SIGNATURES:** Buyer and Seller agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. An "electronic record" means a record created, generated, sent, communicated, received, or stored by electronic means. An "electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. No real estate licensee in Kansas shall, unless authorized to do so by a duly executed power of attorney, sign or initial any written or electronic contractual agreement on behalf of a party to this Contract.

20. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract, the breach of this Contract, or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and procedures of the Homesellers/Homebuyers Dispute Resolution System (see <http://www.sunflowerrealtors.com>) prior to filing a lawsuit. Disputes shall include representations made by the Buyer, Seller, or any listing and selling broker(s) or their agents, employees and associate broker(s) in connection with the sale, purchase, financing, condition, or other aspect of the Property including, without limitation, allegations of concealment, misrepresentation, negligence, and/or fraud. Seller and Buyer shall pay an equal portion of the mediation fees and costs. Any party to this mediation will pay their own cost of counsel if any. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

The following matters are excluded from mediation hereunder: (a) earnest money disputes; (b) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage or escrow contract; (c) an unlawful detainer action; (d) the filing or enforcement of a mechanic's lien; (e) any matter which is within the jurisdiction of a probate court; (f) disputes during time before closing occurs or is scheduled to occur; (g) any matter that would involve a claim less than the maximum for small claims jurisdiction under Kansas law; and/or (h) violation of Kansas real estate license laws. Mediation fees will be prepaid before the mediation begins and a failure to pay a *pro rata* share will constitute a default in the obligation to mediate.

21. **ADDITIONAL PROVISIONS:**

 _____
Seller(s)

 _____
Buyer(s)

This Contract constitutes the entire Contract between the parties and there are no representations, warranties, conditions, contracts, or agreements other than those expressly set forth herein. No other agreement, statement, promise, warranty, or representation made by any party to this Contract, or by any employee, officer, or agent of any party, that is not in writing and signed by all parties to this Contract, shall be binding.

This Contract shall extend to and become binding upon the heirs, executors, administrators, successors, and assigns of the respective parties. Prior to the closing of this Contract, Buyer shall not sell, assign, or transfer this Contract or any interest in said property without first obtaining the written consent of Seller.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last signed or initialed.

SELLER

BUYER

[Handwritten Signature]
Date *2/14/24*

Walker Bassett
dotloop verified
03/14/24 2:18 PM CDT
JBUH-3OLE-YKUW-OPAF
Date

Shawwood Office Park 2016
Date

Date

RECEIPT BY ESCROW AGENT

The undersigned hereby acknowledges receipt of \$ 0 as earnest money and agrees to act as Escrow Agent. In the event Seller executes and delivers a deed prior to closing, said deed shall be delivered to said Buyer by the Escrow Agent upon the closing of this Contract, pursuant to its terms.

This receipt is executed _____ (date)

Company _____ By

EXHIBIT D

Shawnee County Treasurer
200 SE 7th, Room 101
Topeka KS 66603

Dear Shawnee County Treasurer:

The City of Topeka requires any entity applying for a Rural Housing Incentive District to be in good standing with Shawnee County and all outstanding taxes paid. For your convenience, we have developed the template below to be filled out on the applicant. All completed forms can be sent directly to Rhiannon Friedman at rmfriedman@topeka.org or mailed to City of Topeka Economic Development, 621 SE Madison / Unit 11, Topeka KS 66607.

Sincerely,



Rachelle Mathews
Deputy Director of Financial Services

Taxpayer Name: Gen III Construction & Development LLC, Rich Bassett & Walker Bassett Partners

Date: 3/11/2024

Does the Entity listed above owe any outstanding and unpaid taxes as of the date above?

Yes N ^{has} taxes paid 11/20/23 Amount owed (if any): _____

Name and Title: Christine Huffman - Tax Manager

Signature: [Handwritten Signature]

Date: 3-11-24

47 WHEREAS, all projects must demonstrate financial and economic reasons such
48 that but-for RHID assistance, the project could not proceed or could not address the City's
49 housing goals.

50
51 NOW THEREFORE, THE RURAL REINVESTMENT HOUSING INCENTIVE
52 DISTRICT POLICY FOR THE CITY OF TOPEKA, KANSAS WILL BE AS FOLLOWS:
53

54 **SECTION ONE: PREFERENCES FOR PROJECTS**
55

56 1. The City will use RHID to address housing needs as described in its July
57 2020 Citywide Housing Market Study and Strategy document (the "Housing Study") as
58 amended from time to time as needed. The City will amend this policy from time to time
59 to adjust the targets below for progress to date or to address changing needs as identified
60 by updates to its Housing Study. The Housing Study identified a need for approximately
61 420 units per year over the next 5 years to keep up with anticipated demand and another
62 2,300 units to catch up from past demand in order to have a balanced market with lower
63 housing cost burdens. The City's current 3-year average is almost 270 new units per year.
64 Therefore, a target of up to 3,100 units over a 5-year period is the substantiated need that
65 is not being met by the market thus necessitating additional incentives. This total is further
66 broken down by affordable, workforce, senior, market rate, and upscale units as
67 referenced in the Housing Needs Analysis completed as an update to the Housing Study.
68

69 2. The City will use RHID to encourage an equitable distribution of projects
70 citywide in keeping with the documented demand for 900 new units in downtown by 2030.
71

72 3. Per the Housing Study findings for greater housing choices, priority should
73 be given to those projects that diversify the City's inventory with more attached unit
74 typologies such as duplexes, townhomes, and multi-family projects.
75

76 4. The City will reserve a portion of projected RHID benefits to develop,
77 improve or replace public infrastructure supporting housing developments and to fund
78 multi-modal connections (transit, biking, walking) to housing developments.
79

80 5. The City will use a "but-for" approach (i.e., but-for the presence of the RHID
81 incentive the project could not proceed or could not address the City's housing goals) in
82 assessing the amount of RHID benefit granted to a housing development, maintaining
83 flexibility with respect to the amount of incremental taxes permitted to be captured and/or
84 the length of time an RHID will remain in place.
85

86 6. Housing developers seeking RHID assistance will need to be prepared to:
87

- 88 • Bear the costs of effecting an RHID incentive (estimated at \$25,000
89 to \$50,000 per project plan). Cost may include, but are not limited to,
90 updating the housing study, preparation of necessary resolutions,
91 ordinances, publication notices, development agreement, and
92 statutory feasibility findings. The City will first apply the

- 93 nonrefundable application fee described below towards the costs.
94 Once a better estimate of costs is obtained, the City may, at its sole
95 discretion, require a deposit to cover outstanding costs. If an
96 additional deposit is required in addition to the nonrefundable
97 application fee, the City shall return any balance from this deposit
98 upon the applicant's withdrawal of the application or the conclusion
99 of the approval processes.
- 100 • Provide the contractual and financial feasibility guarantees
 - 101 contemplated in the RHID statute (see K.S.A. 12-5245(a)(6)).
 - 102 • Provide detailed information regarding the type, timing and
 - 103 implementation plan for the housing they propose to develop.
 - 104 • Provide all information to the City required to effect an RHID project
 - 105 plan, as contemplated by Kansas law.
 - 106 • Provide evidence in support of its need for RHID incentive under the
 - 107 but-for principle.
 - 108

109 SECTION TWO: PROCESS

110
111 1. *Creation of a District.* The City intends to use the Housing Study, as updated
112 from time-to-time at the discretion of the City, to meet the statutory requirement (K.S.A.
113 12-5244) that the City conduct a "housing needs analysis" to determine that "housing
114 needs exist" in Topeka.

115
116 Either the City or a housing developer may initiate the district creation process by
117 delivering to the City Manager a District Pre-Application consisting of the following:

- 118
- 119 a) A cover letter requesting the creation of a district, including a general
- 120 description of the housing development expected to occur within the district,
- 121 the names of the housing developer or developers expected to construct
- 122 such housing, the expected timing of such housing development, a narrative
- 123 describing how the district is likely to address the policy goals of the Housing
- 124 Study and discussion of how the use of RHID is consistent with the City's
- 125 but-for principle.
- 126 b) A legal description of the proposed district and a map depicting the existing
- 127 parcels of real estate in the proposed district.
- 128 c) Evidence of site control or a detailed plan for which the developer intends
- 129 to secure site control.
- 130 d) A certification that neither the developer entity nor any of its
- 131 shareholders/partners/members is delinquent on its property tax or special
- 132 assessment payments on any property it owns or controls in Shawnee
- 133 County.
- 134 e) A certification that neither the developer entity nor any of its
- 135 shareholders/partners/members has any outstanding utility bills, zoning or
- 136 property maintenance, or other code cases pending with the city.
- 137 f) A non-refundable application fee of \$5,000. If the Developer withdraws the
- 138 application, the City Governing Body elects not to create the District or does

139 not approve the Housing Plan, or Kansas Secretary of Commerce elects to
140 not approve the application, the City shall keep the application fee to
141 reimburse it for the costs of processing and reviewing the application. The
142 Developer shall not be entitled to any refund of the fee.
143

144 Within thirty (30) days of receipt of a complete District Pre-Application, the City Manager
145 will direct the preparation of a resolution for consideration by the Topeka Governing Body
146 at a regular meeting not later than sixty (60) days following the City Manager's receipt of
147 a complete District Pre-Application. The resolution shall include:
148

- 149 a) The legal description and the map provided in the District Pre-Application;
150 and
- 151 b) The findings required in K.S.A. 12-5244(a)(1) through (a)(4).
152

153 If the resolution is adopted by the Topeka Governing Body, the City Manager or designee
154 will provide for publication of the adopted resolution as required in K.S.A. 12-5244(b) and
155 will request approval by the Kansas Secretary of Commerce in the manner provided in
156 K.S.A. 12-5244(c).
157

158 2. *Creation of a Housing Development Plan.* Once the Kansas Secretary of
159 Commerce has approved creation of a district, one or more housing developers may
160 petition the City Manager for the execution of a housing development plan within such
161 district. This petition will need to include all of the following:
162

- 163 a) Narrative describing the overall development plan specifically addressing
164 how the plan meets the policy goals of the Housing Study.
- 165 b) A legal description of the proposed project area if such project area is not
166 coterminous with the district boundaries.
- 167 c) A map of the proposed project area if such project area is not coterminous
168 with the district boundaries.
- 169 d) A table (Excel format preferred) listing (i) each parcel within the proposed
170 project area, listing the current Shawnee County assessed valuation of land
171 and improvements separately and (ii) the property owner's name and
172 address for each parcel.
- 173 e) A narrative and a graphical description of the housing and public facilities
174 that the developer will construct or improve, and the location of each within
175 the project area.
- 176 f) A narrative describing any improvements the developer expects the City to
177 make to support the planned project, including any on or off-site public
178 infrastructure and coordination with other public agencies, etc.
- 179 g) A listing of the names, addresses and specific interests in real estate in the
180 project area of the housing developer(s) responsible for development of the
181 housing and public facilities in the project area.
 - 182 • For the purpose of this requirement, "housing developer(s)" means
183 both the name of the business entity or entities, and the natural
184 persons comprising the ownership of such entity or entities.

- 185 h) A detailed total development cost budget for the housing and other
186 improvements to be constructed including an identification of costs for which
187 the developer will seek reimbursement from RHID proceeds.
- 188 i) A narrative describing all public incentives sought in support of the planned
189 project (including those that might be provided by other government
190 agencies, foundations or non-profits), including identification of whether the
191 developer seeks potential bond financing related to the RHID.
- 192 j) A detailed construction schedule, identifying any phasing of construction
193 anticipated.
- 194 k) A detailed financial pro forma, showing the operation of the project over the
195 life of the RHID, including sufficient detail on assumptions so the City may
196 determine, among other things, the developer's expectations for the number
197 and potential valuation of housing units to be constructed, the developer's
198 expected private financing for the project (including debt, equity and other
199 sources), and sufficient other detail to permit the City to make the required
200 statutory finding as provided in K.S.A. 12-5245(a)(7).
- 201 l) A detailed description of the contractual assurances the developer is willing
202 to make, including any financial guarantees it is willing to provide, to
203 "guarantee the financial feasibility" of the project, all as required by K.S.A.
204 12-5245(a)(6) (together, the "Plan Pre-Application"), along with
205 commercially reasonable information evidencing developer's financial and
206 operational capabilities to effect the proposed project as presented.
207

208 Unless there are extenuating circumstances, within fifteen (15) days of receipt of a
209 complete Plan Pre-Application, the City Manager will direct the City's Finance Director, or
210 other City Manager designee, to review the Plan Pre-Application for completeness
211 (compared both to statutory requirements and the requirements of this policy), to prepare
212 a financial analysis of the developer's proposal and to provide a written report to the City
213 in conformance with K.S.A. 12-5245(a)(7).
214

215 The City's Finance Director may request additional information from the developer to
216 assist in its analysis and the developer may request to provide certain information directly
217 to the City's Finance Director, particularly with respect to its financial capacity to perform.
218 The Finance Director may also consider: (a) the extraordinary or unique costs of the
219 housing development plan; (b) the developer's (and its shareholders'/partners'/members')
220 compliance with other City development agreements; (c) the creditworthiness of the
221 developer; and (d) the experience of the developer constructing, completing and
222 managing projects of a similar nature, scale and complexity. The City's Finance Director
223 will provide its written report in draft to the City Manager within thirty (30) days after receipt
224 of the Plan Pre-Application and any supplemental information it requests of the developer.
225

226 As authorized under the Kansas Open Records Act, the City will treat as confidential any
227 such sensitive financial information provided by the applicant or its guarantors to the City's
228 Finance Director, other city advisors or legal counsel, and will, if requested, enter on the
229 City's behalf into a non-disclosure agreement; provided, however, that such advisors or

230 legal counsel must have the right under such agreement to convey their conclusions
231 about the applicant's ability to meet the requirements above based upon its review.

232
233 Concurrently with the City Finance Director's work, the City Manager will coordinate with
234 City departments, as applicable, to identify any concerns with the City's ability to support
235 the proposed project, including, but not limited to, availability of utilities, the cost to
236 construct public infrastructure identified by the developer as the City's responsibility,
237 traffic considerations and the ability to provide public safety services to the project, etc.

238
239 3. *RHID Review Team.* Within fifteen (15) days of receipt of the City Finance
240 Director's draft analysis, the City Manager will convene a meeting of the RHID Review
241 Team to include: the Mayor, Deputy Mayor, affected district council member(s), City
242 Manager, Finance Director, Public Works Director, Utilities Director, Planning Director
243 and City Attorney. In the absence of one of the named members above, the City Manager
244 may designate alternative members to the RHID Review Team as appropriate. The RHID
245 Review Team will review the Plan Pre-Application, the City Finance Director's draft
246 analysis and the City Manager's review of the City's ability to support the project, and may
247 call on the financial advisor, City bond counsel and other resources to assist in its
248 deliberations.

249
250 After reviewing the information presented, the RHID Review Team may (i) request the
251 City Manager to seek additional information or provide additional analysis; (ii) make a
252 recommendation to the Governing Body to establish the District and approve the plan
253 with or without conditions; or (iii) not approve the plan.

254
255 In the event the RHID Review Team requests the City Manager obtain additional
256 information from the developer, it will include a reasonable timeline for the completion of
257 such additional work and a schedule for its reconsideration. Upon reconsideration, the
258 RHID Review Team may take one of the actions identified above.

259
260 In the event the RHID Review Team makes a recommendation to not approve, the City
261 Manager will report on the action of the RHID Review Team at a future Governing Body
262 meeting.

263
264 In the event the RHID Review Team makes a recommendation of approval:

- 265
- 266 a) The City Attorney, or appropriate designee, will prepare the resolution
267 contemplated in K.S.A. 12-5245(b), setting a date for a public hearing on
268 the creation of the district for inclusion on a regular City Governing Body
269 agenda within thirty (30) days of the action of the RHID Review Team.
 - 270 b) The City Attorney, or appropriate designee, will prepare a funding
271 agreement, to be considered at the same meeting as the resolution setting
272 the public hearing, under which the developer(s) will agree to pay the City
273 sufficient moneys to cover the City's costs in analyzing and effecting the
274 district's creation.

- 275 c) The City Attorney, or appropriate designee, will draft a development
276 agreement and enter into negotiations with the developer and its counsel
277 on the contents of such development agreement. The purpose of the
278 development agreement will be to translate into contract form the rights,
279 responsibilities and obligations of both the City and the developer in the
280 implementation of the housing development plan. The City Attorney may
281 involve the City's financial advisor, bond counsel and other resources in the
282 development and review of the development agreement.
- 283 d) The City's Finance Director will finalize its analysis for inclusion in the
284 Governing Body agenda packet and will incorporate any provisions from the
285 development agreement that might affect its analysis.
- 286 e) The City Manager will work with appropriate City departments to review
287 project budgets for any capital improvements required to effect the housing
288 development plan.
- 289 f) The City Planning Director, or appropriate designee, will work with the
290 developer to effect any planning and zoning approvals required to effect the
291 housing development plan.

292
293 4. *Governing Body Review and Approval.* Once a housing development plan
294 is recommended for approval from the RHID Review Team, it will appear on the
295 Governing Body agenda as follows:

- 296
- 297 a) Approval of a funding agreement with the developer(s).
- 298 b) A resolution setting a public hearing on the creation of the district, consistent
299 with the requirements of K.S.A. 12-5245(b), at least thirty (30) and not more
300 than seventy (70) days from the adoption date of this resolution.
- 301 c) After this public hearing is held, at the same meeting or at a subsequent
302 meeting, the Governing Body may consider an ordinance creating the
303 district and adopting the housing development plan.
- 304 d) At the meeting at which the Governing Body considers the ordinance
305 creating the district and adopting the housing development plan it will also
306 consider:
 - 307 i. Approval of the fully-negotiated development agreement(s) with the
308 housing developer(s) for the project(s).
 - 309 ii. Approval of any other City-provided incentives related to the
310 project(s).
 - 311 iii. Approval of project budgets related to any City-financed
312 infrastructure related to the project(s) including the adoption or
313 amendment of the CIB/CIP, if necessary.
 - 314 iv. Approval of any planning or zoning matters required to effect the
315 project(s).
- 316 e) The effectiveness of all such related matters will be conditioned upon the
317 RHID district creation ordinance surviving the thirty (30) day veto period of
318 Shawnee County and any affected school district.

319
320 **SECTION THREE: INCENTIVE STRUCTURE**

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1. *Presumption of Pay-As-You-Go Incentives.* The City will begin negotiations with housing developers with the presumption that it will structure RHID incentives on a pay-as-you-go basis.

2. *Reimbursable Costs.* The City will generally consider all statutorily-permitted uses of RHID proceeds as reimbursable costs (see K.S.A. 12-5249); provided, however, the City will generally not reimburse land acquisition costs from owners affiliated with the housing developer unless the developer provides evidence of its actual acquisition costs from a bona fide arms-length purchase from an unaffiliated owner or the housing developer can provide satisfactory evidence to the City Manager that the land acquisition was purchased at fair market value which may include the cost of reimbursing delinquent special assessments or other delinquent taxes from an owner affiliated with the housing developer and that the reimbursement of the acquisition costs satisfy the public purpose doctrine.

3. *Downtown.* Buildings or structures must be more than twenty-five (25) years old and used primarily for residential use located in the central business district or in a business or commercial district within a qualified census tract as approved by the Secretary of Commerce. Certification of the building/structure's age must be provided to the Secretary of Commerce. Improvements are limited to the second or higher floors. Improvements for commercial purposes are not eligible. K.S.A. 12-5249

4. *Bonds.* The City will generally not consider the issuance of special obligation bonds. A housing developer may petition the City Manager in writing to issue bonds secured by the proceeds of an RHID if:

- a) The project is complete, leased-up (multifamily)/substantially occupied (single family) and stabilized (multifamily).
- b) Shawnee County has completed at least four (4) tax valuations of the district.
- c) RHID-eligible costs exceed \$3 million.

Upon receiving a petition for bond issuance, the City Manager will engage the City's financial advisor to assess the feasibility of bond issuance given the track record of the project, the potential size of the financing and then-current market conditions. If the City's financial advisor determines that a bond financing would be feasible and par offered would be likely to exceed \$3 million, the financial advisor will report its findings to the City Manager along with an estimate of the potential transaction costs to effect the financing.

If a bond financing would be feasible, upon receipt of the financial advisor's findings, the City Manager will communicate the findings with the housing developer to determine whether the housing developer desires to proceed. If the housing developer desires to proceed, the City Manager will, within fifteen (15) days, convene the RHID Review Team to evaluate the housing developer's petition for bond issuance and the financial advisor's report.

367
368 After reviewing the information presented, the RHID Review Team may (i) request the
369 City Manager seek additional information or provide (or commission) additional analysis;
370 (ii) decline to advance the housing developer’s petition for bond issuance; or (iii) direct
371 the City Finance Director to proceed with execution of a potential bond issuance.

372
373 Upon direction from the RHID Review Team to proceed, the Finance Director will
374 coordinate with the City’s financial advisor and bond counsel to commence execution of
375 a bond financing. The financial advisor will advise on method of sale and will assist the
376 Finance Director in the selection of one or more underwriters for the financing. City bond
377 counsel will prepare a bond sale intent resolution, describing the intended sale and
378 authorizing appointment of the underwriter, directing staff and advisors/counsel to effect
379 the financing, and causing the preparation of customary bond and sale documents.

380
381 Within thirty (30) days of bond counsel’s preparation of the bond sale intent resolution,
382 the City Manager will calendar the resolution for consideration by the Governing Body. If
383 the Governing Body adopts the bond sale intent resolution, the City will use its best efforts
384 to cause the issuance of the bonds.

385
386 5. *No Issuance by Third Parties.* The City will not consent to and will include
387 language in any development agreement prohibiting the issuance of bonds by any third-
388 party on behalf of the developer to be secured by an assignment of the developer’s rights
389 under the development agreement. For the purposes of clarity, this language is not
390 intended to prevent or preclude developer’s collateral assignment of the development
391 agreement to a bank to secure the developer’s private financing of the project.

392
393 **SECTION FOUR: HOUSING DEVELOPER GUARANTEES**

394
395 1. *Assurances Required.* The City interprets K.S.A. 12-5245(a)(6) as requiring
396 that housing developers provide contractual assurances of their performance under a
397 development agreement related to an RHID project. The City will expect a housing
398 developer to offer one or more of the following contractual assurances of performance as
399 part of the development agreement. The City does not expect a developer to provide all
400 of these contractual assurances and will work with the developer on what is the most
401 appropriate assurance for a particular project:

- 402
403 a) A firm commitment to construct and complete a substantial percentage of
404 the housing units and related infrastructure proposed in its Plan Pre-
405 Application within a specified timeframe.
406 b) A performance and payment bond sufficiently sized to cause completion of
407 a substantial percentage of the housing units and infrastructure proposed
408 in its Plan Pre-Application.
409 c) A bank letter of credit sufficiently sized to secure completion of a substantial
410 percentage of the housing units and infrastructure proposed in its Plan Pre-
411 Application.

- 412 d) Personal financial guarantees of one or more owners of the developer to
- 413 ensure completion of a substantial percentage of the housing units and
- 414 infrastructure proposed in its Plan Pre-Application.
- 415 e) Other contractual assurances that, in the sole determination of the City,
- 416 meet the intent of the statute.

417
418 **SECTION FIVE: CITY REMEDIES IN THE EVENT OF DEVELOPER DEFAULT**

419
420 Each development agreement will identify the conditions under which a developer may

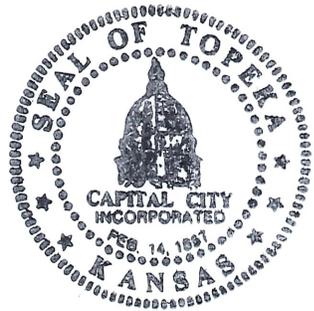
421 cause a default under the agreement. The City may impose one or more of the following

422 remedies if a default occurs and is not cured timely:

- 423
- 424 a) Reduction to or elimination of the amount of RHID proceeds that can be
- 425 used to reimburse eligible costs.
- 426 b) Shortening of the expiration of the RHID incentive.
- 427 c) Cross-default against other incentives granted by the City.
- 428 d) Other penalties or claw backs unique to each development agreement.

429
430 ADOPTED and APPROVED by the Governing Body on August 8, 2023.

431 CITY OF TOPEKA, KANSAS



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443

Michael A. Padilla

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger

Brenda Younger, City Clerk



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Braxton Copley, Public Works Director and Alleigh Weems, Management Analyst **DOCUMENT #:**
SECOND PARTY/SUBJECT: TA Grant - Bikeways Phase V **PROJECT #:**
CATEGORY/SUBCATEGORY: 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Interim City Manager Richard U. Nienstedt supporting the City of Topeka's application for funding from the Kansas Department of Transportation for Topeka Bikeways Phase V implementation. *(The Public Infrastructure Committee recommended approval on April 16, 2024.)*

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(The application would advance implementation of the major project priorities contained in the Topeka Bikeways Master Plan's supplemental plan (Bikeways Circulation Plan) recently approved by the Metropolitan Topeka Planning Organization (MTPO) policy board.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

The City desires to submit an application to the Kansas Department of Transportation (KDOT) for Transportation Alternatives (TA) Program funds afforded by the Fixing America's Surface Transportation Act. The application would advance implementation of the major project priorities contained in the Topeka Bikeways Master Plan's supplemental plan (Bikeways Circulation Plan) recently approved by the Metropolitan Topeka Planning Organization (MTPO) policy board.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The application is for TA grant funding for the following bikeways projects:

- SE Adams Street: one-way separated bike facilities and lane reduction and other speed management measures from SE 10th Avenue to SE 1st Street
- SW 4th Street: one-way separated bike facilities and lane reduction and other speed management measures from Washburn Avenue to Kansas Avenue
- SW 5th Street: one-way parking protected separated bike facilities and lane reduction and other speed management measures from Washburn Avenue to SE 4th Street

The Public Infrastructure Committee recommended approval by a voted of 3-0-0 on April 16, 2024.

BUDGETARY IMPACT:

TA Grants require a 20% match; however, the City's proposal is eligible to receive the required 20% match available from the Highway Safety Improvement Program (HSIP). The breakout of the three projects is as follows:

SE Adams St Total = \$618,800
KDOT 80% = \$495,040
HSIP (City) 20% = \$123,760

SW 4th St Total = \$942,331
KDOT 80% = \$753,864.80
HSIP (City) 20% = \$188,466.20

SW 5th St Total = \$299,117
KDOT 80% = \$239,293.60
HSIP (City) 20% = \$59,823.40

-
All Projects Combined Total = \$1,860,248
KDOT 80% = \$1,488,198.40
HSIP (City) 20% = \$372,049.60

SOURCE OF FUNDING:

CIP: Countywide Half-Cent Sales Tax (Bikeways Master Plan 2024)

ATTACHMENTS:

Description

Resolution

TA Project Map

PI Committee Report (April 16, 2024)

PI Committee Meeting Minutes Excerpt (April 16, 2024)

1 RESOLUTION NO. _____
2

3 A RESOLUTION introduced by Interim City Manager Richard U. Nienstedt supporting
4 the City of Topeka's application for funding from the Kansas
5 Department of Transportation for Topeka Bikeways Phase V
6 implementation.
7

8 WHEREAS, the City desires to submit an application to the Kansas Department of
9 Transportation for Transportation Alternatives Program funds afforded by the Fixing
10 America's Surface Transportation Act; and

11 WHEREAS, the application would advance implementation of the Topeka
12 Bikeways Master Plan and its supplemental plan (Bikeways Circulation Study) as recently
13 approved by the Metropolitan Topeka Planning Organization (MTPO) policy board; and

14 WHEREAS, after appropriate input from the MTPO's Complete Streets Advisory
15 Committee and staff, the Governing Body supports submission of an application for
16 funding the following projects of the Bikeways Phase V implementation:

17 • SE Adams Street – one-way separated bike facilities and lane reduction and other
18 speed management measures from SE 10th Avenue to SE 1st Street

19 • SW 4th Street – one-way separated bike facilities and lane reduction and other
20 speed management measures from Washburn Avenue to Kansas Avenue

21 • SW 5th Street – one-way parking protected separated bike facilities and lane
22 reduction and other speed management measures from Washburn Avenue to SE 4th
23 Street
24

25 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
26 CITY OF TOPEKA, KANSAS, that:

27 Section 1. The Governing Body authorizes the City Manager to submit an

28 application to the Kansas Department of Transportation for transportation alternatives
29 program funds provided through the Fixing America’s Surface Transportation Act (FAST-
30 Act).

31 Section 2. The City assures the Kansas Department of Transportation of
32 sufficient City match requirements needed for the construction, operation, and
33 maintenance of these three projects.

34 Section 3. The City Manager is also authorized to submit additional information
35 as may be required and act as the official representative of the City in this and subsequent
36 related activities.

37 Section 4. The City assures the Kansas Department of Transportation that the
38 City is willing and able to administer the designing, letting and construction of these
39 projects, if any or all of these projects are selected for funding.

40 ADOPTED and APPROVED by the Governing Body on_____.

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CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Public Infrastructure

Title: RESOLUTION - Support for the City of Topeka's application for funding from KDOT for Topeka Bikeways Phase V Implementation

Date referred from Council meeting:

Date referred from Committee: April 16, 2024

Committee Action: MOTION: Committee member Banks made a motion to approve the Resolution to apply for the TA Grant. Committee member Dobler seconded. Motion approved 3-0-0.

Comments:

Amendments:

Members of Committee: Councilmembers Sylvia Ortiz (Chair), David Banks, and Neil Dobler

Agenda Date Requested: May 7, 2024



CITY OF TOPEKA

CITY COUNCIL
City Hall, 215 SE 7th St., Room 255
Topeka, KS 66603-3914
(785) 368-3710

Liz Toyne, Executive Assistant
E-mail: etoyne@topeka.org

www.topeka.org

EXCERPT

HOLLIDAY 1st FLOOR CONFERENCE ROOM, Topeka, Kansas, Tuesday, April 16, 2024. The Public Infrastructure Committee members met at 11:00 A.M., with the following Committee members present: Sylvia Ortiz (Chair), David Banks, and Neil Dobler.

The following is an excerpt of the draft minutes from the meeting:

APPROVAL of Resolution to support the City of Topeka's application for funding from the Kansas Department of Transportation for Topeka Bikeways Phase V implementation.

Public Works Director Braxton Copley and Planning & Development Services Director Rhiannon Friedman presented information on a Resolution related to the 2024 Transportation Alternatives (TA) Grant. Staff is seeking approval from the Committee and Governing Body to proceed with sending a submission in for the Transportation Alternatives (TA) grant program. The application will be for \$1.86M. It will allow the City to complete three of the projects that were included in the most recent Bikeways Phase V program, which was approved by the MTPO. The specific projects include:

- Adams Street, from 1st – 10th Street
 - 4th Street, from Washburn to Kansas Ave
 - 5th Street, in the area where Washburn meets up with 4th Street
- Director Copley mentioned that these grants are typically an 80/20 award, where the grant would cover 80% and the City would be responsible for the remaining 20% of funding. However, the City is eligible for Federal funding through the Highway Safety Improvement Program. This would potentially pick up the remaining 20% meaning the City could possibly get the grant for \$1.86M, and would only be responsible to cover any costs that KDOT deemed as non-participating.

Chairwoman Ortiz inquired if having streets closed due to the Polk-Quincy Viaduct project would impact this project? Director Copley stated, if the grant were awarded, the first step would be to have a consultant come out to survey and begin design work. Staff would be mindful of the construction projects related to the Polk-Quincy Viaduct. He stated that although the area currently has heavy construction projects occurring, he felt there would be much lesser impact once this process moves to the actual construction phase.

MOTION: Committee member Banks made a motion to approve the Resolution to apply for the TA Grant. Committee member Dobler seconded. Motion approved 3-0-0.

projects that are ready for construction and whose total project budget exceeds \$250,000. At its meeting on April 16, 2024, the Public Infrastructure Committee recommended approval of the project. This project will consist of the full reconstruction of NE Curtis from Curtis Flyoff to Monroe St. It will also include water line replacement funded under 281250.05 - Water Main Replacement Program, in addition to stormwater work funded under 501105.12 and 501106.02 - Stormwater Conveyance System Rehabilitation and Replacement Program. Both water and stormwater programs leverage operating funds and revenue bonds.

BUDGETARY IMPACT:

\$ 1,188,442 - Street
\$ 594,144 - Water
\$ 196,757 - Stormwater
\$ 1,979,343 TOTAL

SOURCE OF FUNDING:

Street - Citywide Half-Cent Sales Tax
Water - Revenue Bonds and Operating Funds
Stormwater - Revenue Bonds and Operating Funds

ATTACHMENTS:

Description

Resolution & Exhibit A
Public Infrastructure Committee Report (April 16, 2024)
Public Infrastructure Committee Meeting Minutes (April 16, 2024)

RESOLUTION NO. _____

A RESOLUTION introduced by Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler recommending approval of Project Nos 701063.00, 281250.05, 501105.12 and 501106.02 street reconstruction and water line and stormwater improvement for NE Curtis Street from Curtis Flyoff to Monroe Street.

WHEREAS, the Governing Body adopted a Resolution approving the 2024-2033 Capital Improvement Program and the 2024-2026 Capital Improvement Budget (Resolution No. 9425); and

WHEREAS, the Resolution requires Governing Body approval for projects that are ready for construction and whose total project budget exceeds \$250,000; and

WHEREAS, at its meeting on April 16, 2024, the Public Infrastructure Committee recommended approval of the project(s).

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, that Project Nos. Project Nos 701063.00, 281250.05, 501105.12 and 501106.02 street reconstruction and water line and stormwater improvement for NE Curtis Street from Curtis Flyoff to Monroe Street as further described in Exhibit A are hereby approved.

ADOPTED and APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

EXHIBIT A

Capital Improvement Project Final Approval		
Project Name:	NE Curtis St: Curtis Flyoff to Monroe St	This project will consist of the full reconstruction of NE Curtis from Curtis Flyoff to Monroe St. It will also include water line replacement funded under 281250.05 - Water Main Replacement Program, in addition to stormwater work funded under 501105.12 and 501106.02 - Stormwater Conveyance System Rehabilitation and Replacement Program. Both water and stormwater programs leverage operating funds and revenue bonds.
Main Project Number(s):	701063.00; 281250.05; 501105.12; 501106.02	
Project Manager:	Robert Bidwell	
Event	Target Date	
Estimated Construction Year	2024	
<hr/>		
Funding Source	Final Estimate	
Citywide Half-Cent Sales Tax	\$	1,188,442
Water - Revenue Bonds and Operating Funds	\$	594,144
Stormwater- Revenue Bonds and Operating Funds	\$	196,757
Totals	\$	1,979,343

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Public Infrastructure

Title: RESOLUTION - Approval of the CIP Project Exceeding \$250,000 - NE Curtis Flyoff

Date referred from Council meeting:

Date referred from Committee: April 16, 2024

Committee Action: MOTION: Committee member Dobler made a motion to approve the project. Committee member Banks seconded. Motion approved 3-0-0.

Comments:

Amendments:

Members of Committee: Councilmembers Sylvia Ortiz (Chair), David Banks, and Neil Dobler

Agenda Date Requested: May 7, 2024



CITY OF TOPEKA

CITY COUNCIL
City Hall, 215 SE 7th St., Room 255
Topeka, KS 66603-3914
(785) 368-3710

Liz Toyne, Executive Assistant
E-mail: etoyne@topeka.org

www.topeka.org

EXCERPT

HOLLIDAY 1st FLOOR CONFERENCE ROOM, Topeka, Kansas, Tuesday, April 16, 2024. The Public Infrastructure Committee members met at 11:00 A.M., with the following Committee members present: Sylvia Ortiz (Chair), David Banks, and Neil Dobler.

The following is an excerpt of the draft minutes from the meeting:

APPROVAL of Resolution to approve the CIP Project Exceeding \$250,000 – NE Curtis Flyoff

Director Copley introduced a project for the reconstruction of Curtis, from the Flyoff to Monroe Street. This area is by the grain elevator, and Staff has worked closely with the grain elevator in terms of the design phase of the project to reduce the impact of operations, and have worked out a way to complete the project outside of their busiest season, which is the Fall harvest. Prior to Fall harvest, a mill & overlay will be completed on the Flyoff. This was a project under \$200K, and did not require approval by the Governing Body. The remainder of the project would occur after the harvest, to include utility relocation and water line replacement. Then, in the Spring of 2025, once the asphalt plants reopen, work will begin on the road reconstruction; which would go from Curtis, past the Topeka Rescue Mission, to where the rest of Curtis is at. A gravel service road will be constructed to allow traffic during the project. This project includes \$2M in street work, \$600K of waterline replacement and about \$200K of storm water work.

Chairwoman Ortiz inquired if the funding source would be the City-wide ½ cent sales tax? Director Copley confirmed that, for the street project portion, the ½ cent sales tax money would be used, as it is an existing road.

MOTION: Committee member Dobler made a motion to approve the project. Committee member Banks seconded. Motion approved 3-0-0.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Braxton Copley, Public Works Director **DOCUMENT #:**
SECOND PARTY/SUBJECT: SE 29th Street between Adams and California- **PROJECT #:** 841097.10, 281250.14, 291143.02, 501106.04
Waterline, Stormwater, Wastewater, Street Improvements
CATEGORY/SUBCATEGORY 020 Resolutions / 004 Public Improvements
CIP PROJECT: Yes
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler recommending approval of Project Nos 841097.10, 281250.14, 291143.02 and 501106.04 for street improvement including curb, gutter and sidewalks as well as water line, stormwater and wastewater improvement for SE 29th Street from Adams Street to California Avenue. (Approved by the Public Infrastructure Committee on April 16, 2024.)

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approving of a total project budget of \$1,753,247. The project would consist of mill and overlay with full-depth patching, curb and gutter replacement, sidewalk repair/replacement and sidewalk ramps on SE 29th Street from Adams Street to California Avenue. It will also include waterline and wastewater replacement.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to adopt the recommendation of the Public Infrastructure Committee to approve the resolution.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The Governing Body adopted a Resolution approving the 2024-2033 Capital Improvement Program and the 2024-2026 Capital Improvement Budget (Resolution No. 9425). The Resolution requires Governing Body approval for projects that are ready for construction and whose total project budget exceeds \$250,000. At its meeting on April 16, 2024, the Public Infrastructure Committee recommended approval of the project. This project will consist of mill and overlay with full-depth patching, curb and gutter replacement, sidewalk repair/replacement and sidewalk ramps on SE 29th St from Adams St to California Ave. It will also include waterline replacement, funded under 281250.14 - Water Main Replacement Program, wastewater replacement, funded under 291143.02 - Wastewater Lining & Replacement Program, and storm sewer under 501106.04 - Stormwater Conveyance System Rehabilitation Program. Water, wastewater, and stormwater programs leverage operating funds and revenue bonds.

BUDGETARY IMPACT:

\$ 1,111,177 - Street
\$ 471,545 - Stormwater
\$ 45,525 - Water
\$ 125,000 - Wastewater

\$1,753,247 TOTAL

SOURCE OF FUNDING:

Citywide Half-Cent Sales Tax
Stormwater - Revenue Bonds and Operating Funds
Water - Revenue Bonds and Operating Funds
Wastewater - Operating Funds

ATTACHMENTS:

Description

Resolution & Exhibit A
Public Infrastructure Committee Report (April 16, 2024)
Public Infrastructure Committee Meeting Minutes (April 16, 2024)

RESOLUTION NO. _____

A RESOLUTION introduced by Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler recommending approval of Project Nos 841097.10, 281250.14, 291143.02 and 501106.04 for street improvement including curb, gutter and sidewalks as well as water line, stormwater and wastewater improvement for SE 29th Street from Adams Street to California Avenue.

WHEREAS, the Governing Body adopted a Resolution approving the 2024-2033 Capital Improvement Program and the 2024-2026 Capital Improvement Budget (Resolution No. 9425); and

WHEREAS, the Resolution requires Governing Body approval for projects that are ready for construction and whose total project budget exceeds \$250,000; and

WHEREAS, at its meeting on April 16, 2024, the Public Infrastructure Committee recommended approval of the project(s).

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, that Project Nos 841097.10, 281250.14, 291143.02 and 501106.04 for street improvement including curb, gutter and sidewalks as well as water line, stormwater and wastewater improvement for SE 29th Street from Adams Street to California Avenue as further described in Exhibit A are hereby approved.

ADOPTED and APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

EXHIBIT A

Capital Improvement Project Final Approval														
Project Name:	SE 29th St: Adams St to California Ave	This project will consist of mill and overlay with full-depth patching, curb & gutter replacement, sidewalk repair/replacement and sidewalk ramps on SE 29th St from Adams St to California Ave. It will also include water line replacement, funded under 281250.14 - Water Main Replacement Program, wastewater replacement, funded under 291143.02 - Wastewater Lining & Replacement Program, and storm sewer under 501106.04 - Stormwater Conveyance System Rehabilitation Program. Water, wastewater, and stormwater programs leverage operating funds and revenue bonds.												
Main Project Number(s):	841097.10; 281250.14; 291143.02													
Project Manager:	Joseph Harrington 501106.04													
Event	Target Date													
Estimated Construction Year	2024													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Funding Source</th> <th style="text-align: right;">Final Estimate</th> </tr> </thead> <tbody> <tr> <td>Citywide Half-Cent Sales Tax</td> <td style="text-align: right;">\$ 1,111,177</td> </tr> <tr> <td>Stormwater - Revenue Bonds and Operating Funds</td> <td style="text-align: right;">\$ 471,545</td> </tr> <tr> <td>Water - Revenue Bonds and Operating Funds</td> <td style="text-align: right;">\$ 45,525</td> </tr> <tr> <td>Wastewater Operating Funds</td> <td style="text-align: right;">\$ 125,000</td> </tr> <tr> <td>Totals</td> <td style="text-align: right;">\$ 1,753,247</td> </tr> </tbody> </table>			Funding Source	Final Estimate	Citywide Half-Cent Sales Tax	\$ 1,111,177	Stormwater - Revenue Bonds and Operating Funds	\$ 471,545	Water - Revenue Bonds and Operating Funds	\$ 45,525	Wastewater Operating Funds	\$ 125,000	Totals	\$ 1,753,247
Funding Source	Final Estimate													
Citywide Half-Cent Sales Tax	\$ 1,111,177													
Stormwater - Revenue Bonds and Operating Funds	\$ 471,545													
Water - Revenue Bonds and Operating Funds	\$ 45,525													
Wastewater Operating Funds	\$ 125,000													
Totals	\$ 1,753,247													

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Public Infrastructure

Title: RESOLUTION - Approval of the CIP Project Exceeding \$250,000 - SE 29th St. from Adams St. to California Ave.

Date referred from Council meeting:

Date referred from Committee: April 16, 2024

Committee Action: MOTION: Committee member Banks made a motion to approve the project and to move it forward to the Governing Body for action. Committee member Dobler seconded. Motion approved 3-0-0.

Comments:

Amendments:

Members of Committee: Councilmembers Sylvia Ortiz (Chair), David Banks, and Neil Dobler

Agenda Date Requested: May 7, 2024



CITY OF TOPEKA

CITY COUNCIL
City Hall, 215 SE 7th St., Room 255
Topeka, KS 66603-3914
(785) 368-3710

Liz Toyne, Executive Assistant
E-mail: etoyne@topeka.org

www.topeka.org

EXCERPT

HOLLIDAY 1st FLOOR CONFERENCE ROOM, Topeka, Kansas, Tuesday, April 16, 2024. The Public Infrastructure Committee members met at 11:00 A.M., with the following Committee members present: Sylvia Ortiz (Chair), David Banks, and Neil Dobler.

The following is an excerpt of the draft minutes from the meeting:

APPROVAL of Resolution to approve the CIP Project Exceeding \$250,000 – SE 29th St. from Adams St. to California Ave.

Director Copley introduced a project which staff is seeking approval for. The total project cost is \$1.7M and includes \$1.1M for street, in which city-wide half-cent sales tax funding will be used. It will be a mill & overlay with full-depth patching as necessary. There will be some water line work that will be about \$45K. Two crossings need to be replaced. There will be about \$47K of storm water and \$125K of sanitary sewer repair.

Committee member Banks expressed gratitude for having this project move forward, noting it has been long-needed.

MOTION: Committee member Banks made a motion to approve the project and to move it forward to the Governing Body for action. Committee member Dobler seconded. Motion approved 3-0-0.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Randi Stahl, IT Director **DOCUMENT #:**
SECOND PARTY/SUBJECT: Information Technology **PROJECT #:**
Network Switches
CATEGORY/SUBCATEGORY 020 Resolutions / 004 Public Improvements
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by the Policy and Finance Committee comprised of Councilmembers Marcus Miller, Spencer Duncan and Michelle Hoferer, authorizing the use of \$790,000 from the Unassigned Reserve Fund for the replacement of the IT infrastructure of computer network switches. *(The Policy & Finance Committee recommended approval on April 23, 2024)*

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would authorize the transfer of \$790,000 to the the IT fund to replace the network switch infrastructure.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to approve funding that will allow IT to replace the network switches.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

City IT infrastructure of computer network switches have been in operation for an average of 9 years or 78,840 hours thereby exceeding the 5-year (43,800 hour) anticipated lifespan by an average of 4 years (30,660 hours) yielding a realized 180% of expected useful life. The Policy and Finance Committee recommended approval on April 23, 2024.

BUDGETARY IMPACT:

\$790,000

SOURCE OF FUNDING:

Excess Funds from the 2023 Unreserved Fund Balance. This project meets one or more of the conditions stated in Resolution No. 9512 for use of said funds.

ATTACHMENTS:

Description

Resolution

CIP Page

Policy & Finance Committee Presentation (April 23, 2024)

Policy & Finance Committee Report (April 23, 2024)

Policy & Finance Committee Meeting Minutes Excerpt (April 23, 2024)

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by the Policy and Finance Committee comprised of
4 Councilmembers Marcus Miller, Spencer Duncan and Michelle
5 Hoferer, authorizing the use of \$790,000 from the Unassigned
6 Reserve Fund for IT Infrastructure network switch replacement.
7

8 WHEREAS, Resolution No. 9512 establishes a policy regarding Unassigned
9 Reserve Fund expenditures that requires Governing Body authorization; and

10 WHEREAS, the City IT infrastructure of computer network switches have been in
11 operation for an average of 9 years or 78,840 hours thereby exceeding the 5-year (43,800
12 hour) anticipated lifespan by an average of 4 years (30,660 hours) yielding a realized
13 180% of expected useful life; and

14 WHEREAS, computer network switch failure results in data transmission
15 interruptions, halts access between devices on the network, prohibits access to many
16 applications critical for government function, thereby constituting poor user experiences,
17 potential network security compromise, and halt government operations reliant on
18 computer networked processes, data, and information; and

19 WHEREAS the Governing Body agrees with the need to replace the City's
20 computer network switches.

21 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
22 CITY OF TOPEKA, KANSAS, that it authorizes \$790,000 from the Unassigned Reserve
23 Fund to replace the City's IT infrastructure of network switches. This project meets one or
24 more of the conditions stated in Resolution No. 9512 for use of said funds.

25 ADOPTED and APPROVED by the Governing Body _____.

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CITY OF TOPEKA, KANSAS

Michael Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

NEW ONE TIME CAPITAL EXPENDITURE

Capital Improvement Project Summary

Project Name:	Network Switch Upgrades	Department:	IT
Project Number:	900054.00	Division:	IT
Primary Funding Source:	One Time Capital Expenditure	Contact:	Randi Stahl
Multiple Funds:	No	New Project?	No
Council District(s):	Multiple	1st CIP Year:	
		Type:	Project

Project Description & Justification:

ONE TIME CAPITAL EXPENDITURE

The purpose of this project is to replace all 120 network switches across the computing enterprise of the City. Network switches are critical IT infrastructure components which connect all computing devices across all City facilities back to the City data center and to the Internet. The existing switches are aging, are beyond expected lifecycle, and are near or beyond end-of-life support thus, the risk of failure is increasing. A failure within the core network switches would result in loss of network services across the enterprise resulting in the loss of business operations across the City. Current network switches have been in place since 2014 and 2015. Network switches operate continuously and have an average lifespan of 5-years or 43,800 hours. Existing switches have nearly doubled their expected life-span, operating for 83,200 continuous hours yielding, on average, 190% of expected life duration.

Project Estimates	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost
Technology: IT Infrastructure	\$ 790,000	\$	\$	\$	\$	\$	\$ -	\$ 790,000
Totals	\$ 790,000	\$	\$	\$	\$	\$	\$ -	\$ 790,000

Financing Sources	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost
Unassigned Reserve Fund	\$ 790,000	\$	\$	\$	\$	\$	\$ -	\$ 790,000
Totals	\$790,000	\$	\$	\$	\$	\$	\$ -	\$ 790,000



CITY OF
TOPEKA



Information Technology

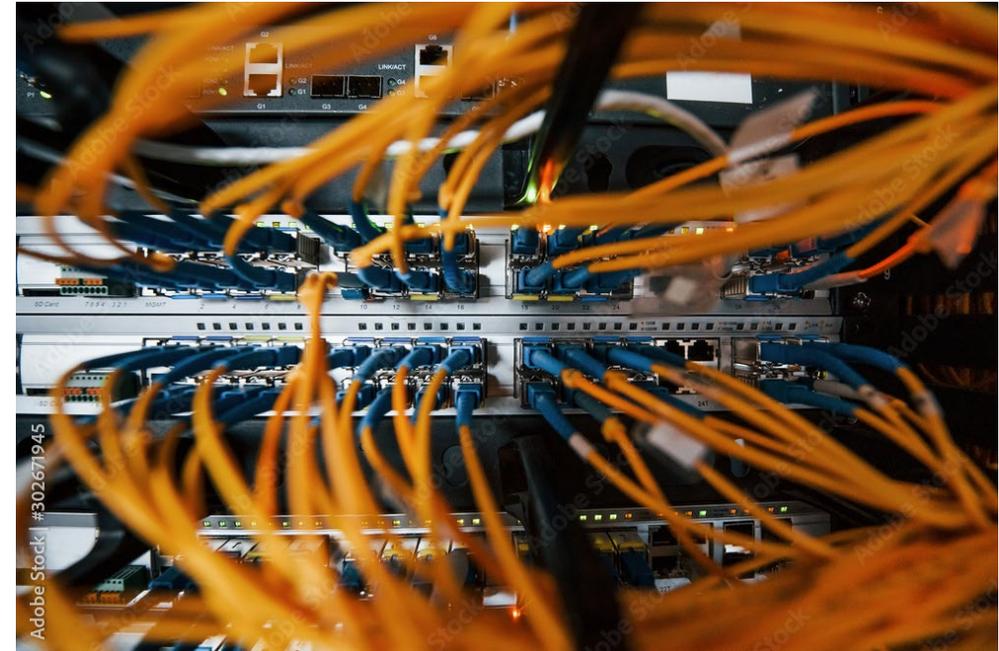


IT Network Switches

Connects communication data and “packets” across networks, between components in the computer network, between City data centers and facilities, and across to the Internet.



Switches are critical IT infrastructure component that allows electronic communication and information transmission.





ONE TIME CAPITAL EXPENDITURE: IT Switches



GOAL: Upgrade all network switches across the computing enterprise of the City

PROJECT BRIEF: Replace all 120 switches across 75+ physical locations around the city. Replacement is required due to switch age and risk of failure due to age.

PROJECT COST: \$790,000



ONE TIME CAPITAL EXPENDITURE: IT Switches

Current State:

Switches in place since 2014 and 2015

- ✓ 9-10 years old, average 83,200 hours of continuous operation
- ✓ expected switch life - 5 years or 43,800 continuous operating hours
- ✓ 190% of expected life on average

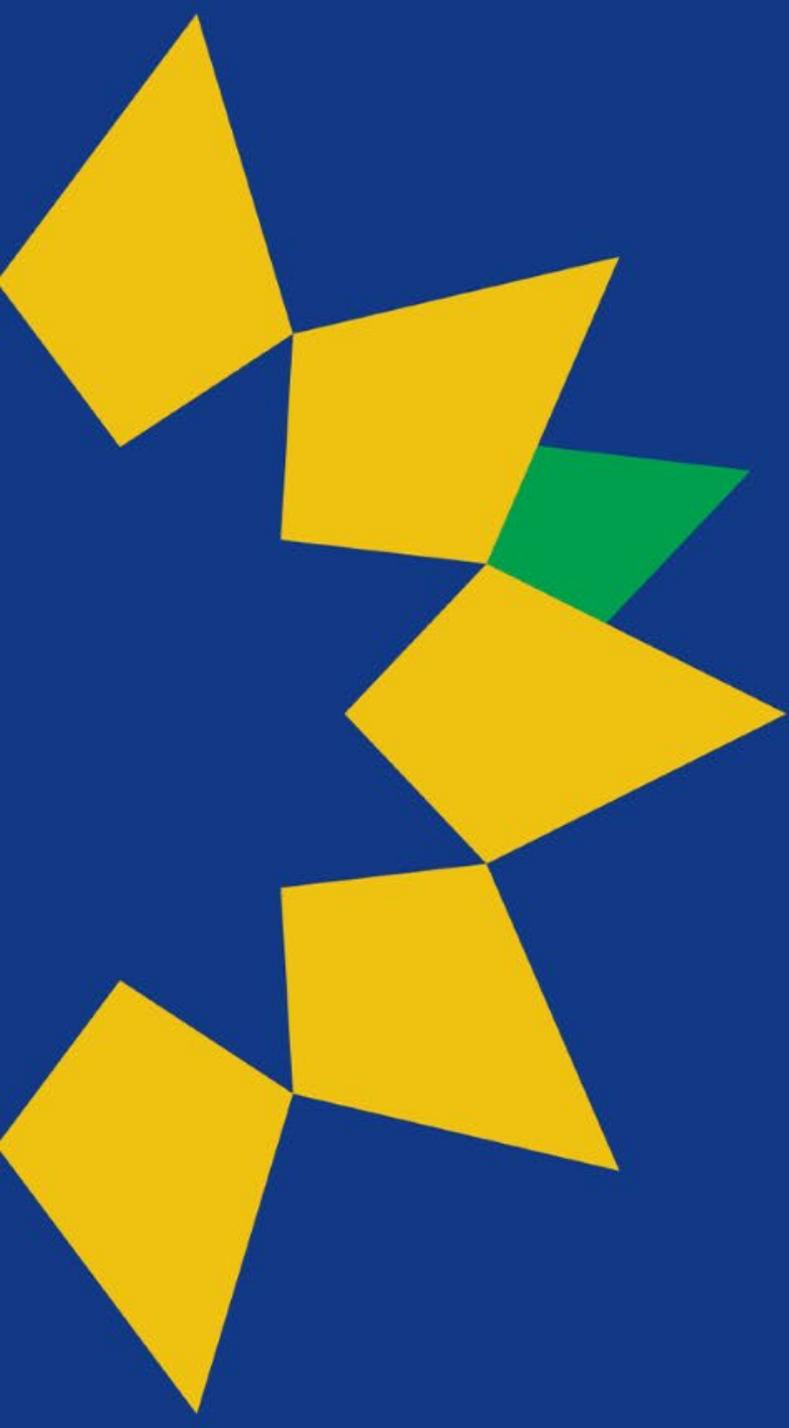
Switch failures due to current age are looming



IMPACT of SWITCH FAILURES (if project not executed):

- Switches failure yields halted electronic communication
 - No Network services across the City enterprise.
 - No data in, No data out
 - No data between people, departments, or internet.
- End Result: Loss of business operations across the City.





CITY OF
TOPEKA



Questions?

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee:	Policy & Finance
Title:	RESOLUTION: IT Infrastructure Network Switches - Funding Approval
Date referred from Council meeting:	March 19, 2024
Date referred from Committee:	April 23, 2024
Committee Action:	MOTION: Committee member Miller made a motion to approve to move to the Governing Body the Resolution requesting the use of \$790,000 from the Unassigned Reserve Fund for the replacement of the IT infrastructure of computer network switches. Committee member Hoferer seconded. Motion approved 3-0-0.
Comments:	
Members of Committee:	Councilmembers Spencer Duncan (Chair), Marcus Miller, Michelle Hoferer
Agenda Date Requested:	May 7, 2024



CITY OF TOPEKA

CITY COUNCIL
City Hall, 215 SE 7th St., Room 255
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Liz Toyne, Executive Assistant
E-mail: etoyne@topeka.org

www.topeka.org

EXCERPT

1st Floor Conference Room; Cyrus K. Holliday Building Topeka, Kansas, Tuesday, April 23, 2024. The Policy & Finance Committee members met at 2:00 P.M., with the following Committee members present: Duncan (Chair), Miller, and Hoferer.

The following is an excerpt of the draft minutes from the meeting:

APPROVAL by the Committee of the RESOLUTION authorizing \$217,254 from the Unassigned Reserve Fund for chiller rehabilitation at Hotel Topeka

IT Infrastructure Network Switches

[On March 5, 2024 the Governing Body reviewed a recommended list of projects that would utilize \$8,662,000 of the unreserved funds. The item was moved to the March 19, 2024 Governing Body meeting for further discussion and action. Councilmember Neil Dobler had requested the establishment of a fund comprised of excess unassigned General Fund reserves balance. Within his proposal, he suggested each funding request be considered, individually, by the Policy & Finance Committee prior to being separately considered by the Governing Body. Some of such items are being brought before the Policy & Finance Committee today.]

Information & Technologies (IT) Director Randi Stahl provided a presentation to the Committee explaining what the IT Network Switches were, along with the request of \$790K from the Unassigned Reserve Fund to replace 120 switches in a two-phased project, extending over two years. Director Stahl noted that, following this project, the plan would be to add the replacement of network switches into the CIP, so that there can be a rotating replacement schedule.

Presentation Highlights:

- *Network Switches – connects communication data and “packets” across networks, between components in the computer network, between City data centers and facilities, and across to the Internet. Switches are a critical IT infrastructure component that allows electronic communication and information.
- *The goal would be to upgrade all network switches across the computing enterprise of the City.
- *This entails a replacement of 120 switches in a two-phased project extending across two years.
- *The project cost will be \$790K, across two years (\$350K in the first year and \$440K in the second year).
- *Project Description: There are nearly 120 switches in 75+ distinct physical locations. All of which require replacement due to age. The project implementation across two years:

*Year 1 – Replace switches on the exterior ring around the City. Many physical locations, more straight-forward technology.

*Year 2 – Replace switches in the City’s three-pronged technology infrastructure core.

*Fewer physical locations, more complicated technology.

*Current state: Switches have been in place since 2014 and 2015. They are 9-10 years old, with an average of 83,200 hours of continuous operation. The expected switch life is 5 years or 43,800 operating hours. These have exceeded 190% of their expected life. Switch failures due to current age are looming.

*Impact of switch failures, if the project is not executed:

*Switches failure yields halted electronic communication

*No network services across the City enterprise.

*No data in, no data out.

*No data between people, departments, or internet.

*The end result will be a loss of business operations across the City.

*Director Stahl stated staff is trying to get these on a rotation, within the CIP, once these are upgraded, and they would be on a scheduled, more routine, basis so the City is not replacing all of the switches at once.

Questions/Comments:

*Committee member Miller inquires about replacing some switches sooner on a replacement cycle, and what would happen with the fairly new switches? Director Stahl stated they would be held onto and used as backups for failures. They would be replaced by about a third at a time over ten years.

*Committee member Hoferer inquired if there would be a problem, budget wise, with ensuring the funding would be dedicated to this project as it will go over two budget cycles? Chairman Duncan answered that, since this was coming from the unassigned funds, time restrictions have been lifted.

*Interim City Manager Nienstedt inquired if there was any funding allocated in the 2024 operating budget? Director Stahl stated there was no funding allocated for the switches in the 2024 budget.

*Interim City Manager Nienstedt inquired if in-house staff would be able to complete this process or would a third-party vendor be required to assist? Director Stahl stated City staff would complete the physical replacements, but may need some assistance for configuration. That cost should be included in the comprehensive package.

*Interim City Manager Nienstedt inquired as to how much money should be allocated in the annual budgets to complete the updates every 5-7 years? Director Stahl envisioned splitting the transition into thirds. Looking at a ten-year cycle, there would be a third of the switches changed out in three years from now, another third in six years and another third in nine years.

*Interim City Manager Nienstedt inquired if there might be any grants available possibly through Homeland Security? Director Stahl did not think this project would fit the Homeland Security

grant requirements, as that grant does not replace normal operational activities. She noted that the City is applying for the available grant for another purpose.

*Committee member Hoferer inquired about the timeframe. Director Stahl stated there are about 1/3 of the switches needed available this year, with 2/3 that would be available for next year's phase. There is no anticipation of wait time.

*Committee member Hoferer inquired about ordering what we need ahead of time, if there is an anticipation that the cost will increase over time? Director Stahl stated additional switches could be pre-purchased, however they would take up physical space and there is a concern about the lack of storage space. She was open to inquiring about a volume discount, and if there would be considerable savings to the City, physical storage space may be able to be identified.

MOTION: Committee member Miller made a motion to approve to move to the Governing Body the Resolution requesting the use of \$790,000 from the Unassigned Reserve Fund for the replacement of the IT infrastructure of computer network switches. Committee member Hoferer seconded. Motion approved 3-0-0.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Braxton Copley, Public Works Director **DOCUMENT #:**
SECOND PARTY/SUBJECT: Hotel Topeka Trane Chiller **PROJECT #:**
CATEGORY/SUBCATEGORY 020 Resolutions / 004 Public Improvements
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by the Policy and Finance Committee comprised of Councilmembers Marcus Miller, Spencer Duncan and Michelle Hoferer, authorizing the use of \$217,254 from the Unassigned Reserve Fund for chiller rehab at Hotel Topeka. *(Approved by the Policy & Finance Committee on April 23, 2024)*

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would allow the transfer of \$217,254.24 to the Topeka Development Corporations to rehab the Hotel Topeka Trane Chiller.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to approve funding that will allow TDC to replace a chiller that has failed.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The consultant that the City retained has completed a Property Condition Assessment (PCA) that identified that only one of two chillers is currently operational at Hotel Topeka and has recommended that the non-working chiller (the Trane Chiller) be replaced or rehabilitated as part of the immediate capital needs. Further, Trane has

inspected the chiller and provided a cost estimate of \$198,677.86. The Policy & Finance Committee approved on April 23, 2024.

BUDGETARY IMPACT:

\$217,254

SOURCE OF FUNDING:

Excess Funds from the 2023 Unreserved Fund Balance. This project meets one or more of the conditions stated in Resolution No. 9512 for use of said funds.

ATTACHMENTS:

Description

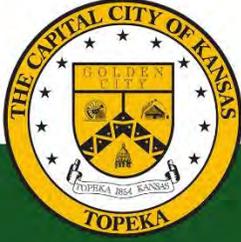
Cover Memo - B. Copley (May 1, 2024)

Resolution

Trane Proposal

Policy & Finance Committee Report (April 23, 2024)

Policy & Finance Committee Meeting Minutes Excerpt (April 23, 2024)



CITY OF TOPEKA

Braxton Copley, Public Works Director
Holliday Building, 620 SE Madison St.
Topeka, KS 66603

bcopley@topeka.org
Tel: 785-368-2527
www.topeka.org

Memorandum

Date: May 1, 2024

To: Governing Body

Topeka Development Corporation Board of Directors

Cc: Richard U. Nienstedt, Interim City Manager

From: Braxton Copley, Public Works Director

Re: Rehab of Hotel Topeka Trane Chiller

At the April 23, 2024 Policy & Finance Committee meeting, committee members Marcus Miller, Spencer Duncan and Michelle Hoferer approved moving forward to the Governing Body, a resolution authorizing the use of \$217,254.24 from the unassigned reserve fund for the Trane chiller rehab at Hotel Topeka.

During the meeting, committee members requested answers to the following questions (*answers are provided in italics below each question*):

- 1) Will there be a warranty?
Yes
- 2) If so how long is the warranty?
1 year on mechanical moving parts (no electronics), 90 days on labor with the standard agreement. If the property sign a service agreement with Trane (\$6K-\$8K per chiller, per year), they will do up to a 5-year warranty on mechanical moving parts (not electronics).
- 3) How long will it take Trane to do the rehabilitation?
The rehab will take 2-3 weeks.
- 4) Are there any long lead time parts needed for the rehabilitation?
Some parts may take up to 2 months.
- 5) Do staff now know how to properly operate the unit to avoid damaging the condenser, evaporator and compressor again?
Yes



1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by the Policy and Finance Committee comprised of
4 Councilmembers Marcus Miller, Spencer Duncan and Michelle
5 Hoferer, authorizing the use of \$217,254 from the Unassigned
6 Reserve Fund for chiller rehab at Hotel Topeka.
7

8 WHEREAS, Resolution No. 9512 establishes a policy regarding Unassigned
9 Reserve Fund expenditures that requires Governing Body authorization; and

10 WHEREAS, the consultant that the City retained has completed a Property
11 Condition Assessment (PCA) that identified that only one of two chillers is currently
12 operational at Hotel Topeka and has recommended that the non-working chiller (the Trane
13 Chiller) be replaced or rehabilitated as part of the immediate capital needs; and

14 WHEREAS, the Governing Body agrees with the need to have two chillers
15 operational at Hotel Topeka.

16 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
17 CITY OF TOPEKA, KANSAS, that it authorizes \$217,254 from the Unassigned Reserve
18 Fund to the Topeka Development Corporation to rehabilitate the Trane Chiller. This
19 project meets one or more of the conditions stated in Resolution No. 9512 for use of said
20 funds.

21 ADOPTED and APPROVED by the Governing Body _____.

22 CITY OF TOPEKA, KANSAS

23
24
25 _____
26 Michael Padilla, Mayor

27 ATTEST:

28
29 _____
30 Brenda Younger, City Clerk
31



Trane U.S. Inc.
11211 Lakeview Avenue
Lenexa, KS 66219
Phone: (913) 599-4664
Fax: (913) 599-4669
Service Contact: (913) 599-4664

February 21, 2024

HOTEL TOPEKA AT CITY CENTER
1717 SW TOPEKA BLVD
Topeka, KS 66612-6661
(785) 431-4725

Site Address:
Hotel Topeka at City Center
1717 SW Topeka Blvd
Topeka, KS 66612

ATTENTION: Wayne Wazlawik

PROJECT NAME: Hotel Topeka at City Center Chiller Overhaul

TRANE COMPRESSOR OVERHAUL FOR CENTRAVAC®

Trane's CenTraVac Compressor Overhaul service program is a major inspection and maintenance program that brings the chiller compressors to like new condition. A chiller overhaul is recommended by Trane Service to be done every 8 to 10 years depending upon severity of use.

Per the attached proposal, it is our recommendation that your chiller be scheduled for a CenTraVac Compressor Overhaul. This is based on the deep dive of the unit that Trane performed on 2/2/2024.

Thank you for giving us this opportunity. If you have any questions or concerns, please call me at (913) 225-4134.



Sincerely,

Chad Bertelsmeier
Direct Account Manager
E-mail: Chad.Bertelsmeier@trane.com
Cell: (913) 225-4134

Trane

PROPOSAL

We are pleased to offer you this proposal for performance of the following Services for the Equipment listed:

Hotel Topeka at City Center

The following "Covered Equipment" will be serviced at Hotel Topeka at City Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Chiller #1	1	Trane	RTHDUB2FXT	U18E01188	Chiller #1

SCOPE:

- Plug 5 Condenser Tubes (Failed ECTT)
- Compressor Replacement and removal
- Oil Separator
 - o Cond Pressure Transducer
 - o O/rings in&out
 - o Service Valve
 - o (5) Relief Valves
- Discharge Linc Replacement
 - o (2) Orings
 - o HPC Switch
 - o Isolation Butterfly Valve
- Oil Tank
 - o Optical Sensor
 - o (2) Elm01405
 - o Masher Oil Solenoid Valve
 - o Oil Cooler
 - o TXV For Oil Cooler
 - o (2) Service Valves on oil Line
- Evaporator Parts
 - o Gas Pump Assembly
 - Fill solenoid Valve
 - Drain Solenoid Valve
 - Check Valve
 - (No Coils Needed)
 - o (2) Suction Line Orings
 - o Charging Valve at bottom of Evap
 - o Service Valve near evap pressure Transducer
 - o Evap Pressure Transducer
 - o Liquid Level Sensor
 - o Liquid Level Canister Housing
 - o EXV
 - o (2) Sight glasses on EXV Housing
 - o Gasket from EXV Housing to evap
 - o Ring from EXV Housing to liquid Line

- Condenser Parts
 - o (10) Tube Plugs
 - o Service valve on top of condenser.
 - o Charging Valve on bottom of condenser
 - o Isolation Service Valve on bottom of Condenser
 - o (2) Gaskets for isolation Service Valve
 - o Need Oil fittings for compressor (3)
 - o Oil Sump

- Seal entire unit – Dehydrate entire unit and run R-134b through the unit to descale, and remove all grime and rust throughout the unit. This is a multi-cycle in order to get it back to as new as possible. This is a (5) day process.
 - o Flushing Procedure:
 - We will first Flush the chiller out with refrigerant brought on site to use as a flushing gas. This is to help remove any standing water as well as reduce the number of debris in the chiller.
 - o Unit Dehydration
 - This will be measured on the micron Level
 - Our normal acceptance criteria would be when the unit is able to hold a 1,000 micron vacuum hold test for 4 hours with no more than 2000 micron rise in that time
 - We will leave the unit under vacuum (nitrogen blanket may be needed)
 - When completed we will disconnect all equipment as necessary

- Startup Unit and verify operation.

Trane plans to remove the Trane chiller from Hotel Topeka – load it up on a truck – and take it to the Trane Parts center in Topeka at a staging area.

This will give us access to Forklifts – easier access – removal and changing of a 600 lb compressor – and all the parts will be stored in a staging area at the parts center. This also gives us access to 480 for the descaling/R-134b equipment.

PRICING AND ACCEPTANCE

TOTAL PRICE:\$198,677.86 USD

CLARIFICATIONS

- 1. Price does not include applicable sales taxes, which will be added and reflected in the invoice(s).
- 2. Any service not listed is not included.
- 3. Work will be performed during normal Trane business hours.
- 4. Fan coil to be reinstalled by customer once Chiller is relocated and reinstalled

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer. In the event a "Service Project" is also included as part of the Agreement funding option, Customer shall pay to Company the Cancellation Fee which shall be set forth in "Exhibit A" Cancellation Schedule attached hereto, which Cancellation Fee represents unbilled labor, non-labor expenses, and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 7 of the attached Terms and Conditions – Quoted Service.

This proposal is valid 30 days from February 21, 2024.

This agreement is subject to Customer’s acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
_____	Trane U.S. Inc.
Authorized Representative	Submitted By: Chad Bertelsmeier
_____	Proposal Date: February 09, 2024
Printed Name	Cell: (913) 225-4134
_____	Office: (913) 599-4664
Title	License Number:
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
_____	_____
	Signature Date

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company’s performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon the Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company’s counteroffer will be deemed accepted. Customer’s acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company’s regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company’s invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer’s request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”) including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the “Limited Warranty”). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company’s obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer’s failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company’s equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company (“Third-Party Product(s)”) are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR**

SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)
Supersedes 1-10.48 (0720)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee:	Policy & Finance
Title:	RESOLUTION: Hotel Topeka Trane Chiller Rehab - Funding Approval
Date referred from Council meeting:	March 19, 2024
Date referred from Committee:	April 23, 2024
Committee Action:	MOTION: Chairman Duncan made a motion to recommend approval of the request to the Governing Body. The request is for approval by the full Governing Body to allocate \$217,254 from the Unassigned Reserve Fund to go to the Topeka Development Corporation to rehabilitate the Trane chiller. Committee member Miller seconded. Motion approved 3-0-0.
Comments:	
Members of Committee:	Councilmembers Spencer Duncan (Chair), Marcus Miller, Michelle Hoferer
Agenda Date Requested:	May 7, 2024



CITY OF TOPEKA

CITY COUNCIL
City Hall, 215 SE 7th St., Room 255
Topeka, KS 66603-3914
(785) 368-3710

Liz Toyne, Executive Assistant
E-mail: etoyne@topeka.org

www.topeka.org

EXCERPT

1st Floor Conference Room; Cyrus K. Holliday Building Topeka, Kansas, Tuesday, April 23, 2024. The Policy & Finance Committee members met at 2:00 P.M., with the following Committee members present: Duncan (Chair), Miller, and Hoferer.

The following is an excerpt of the draft minutes from the meeting:

APPROVAL by the Committee of the RESOLUTION authorizing \$217,254 from the Unassigned Reserve Fund for chiller rehabilitation at Hotel Topeka

Hotel Topeka Chiller

[On March 5, 2024 the Governing Body reviewed a recommended list of projects that would utilize \$8,662,000 of the unreserved funds. The item was moved to the March 19, 2024 Governing Body meeting for further discussion and action. Councilmember Neil Dobler had requested the establishment of a fund comprised of excess unassigned General Fund reserves balance. Within his proposal, he suggested each funding request be considered, individually, by the Policy & Finance Committee prior to being separately considered by the Governing Body. Some of such items are being brought before the Policy & Finance Committee today.]

Hotel Topeka Chiller

Public Works Director Braxton Copley introduced the item. One of the chillers at the Hotel Topeka is needing to be replaced. Director Copley had previously provided the Committee with a proposal but noted at the meeting that the point and purchase retail sales tax within the original proposal. He provided an updated proposal showing the adjusted total of \$217,254. As a brief background to the request, Director Copley stated the original chillers were York, and they were put in sometime during the construction of the hotel in 1998. Sometime, subsequent to that, a Trane chiller was put in when one of the two York chillers failed. Shortly thereafter, during the COVID-19 pandemic, there was a change in management and a lack of understanding on the part of the maintenance staff and they broke the chiller. The cost to go in and rehabilitate the chiller is \$217,254. The cost of a new chiller is \$315K. Director Copley stated it would be more cost-effective for the City to have Trane completely rehabilitate the chiller, so that the hotel has a new and functioning chiller that would be under a warranty. Purchasing a new chiller at \$315K would not be as advantageous.

Director Copley noted that, in a large commercial building such as a hotel, two chillers are needed. The reasoning behind having the redundant chiller would be to adequately heat and cool the building during the extremely hot or cold days that are experienced in Kansas. It would also

allow for one system to continue to run in the event that the other needed to be shut down for servicing. Currently, the hotel has been running on one chiller (York) for the past three years. This 30-year old chiller is beyond its useful life and is not sufficient to adequately heat and cool the large Atrium space, while also heating/cooling all of the rooms and conference rooms.

Director Copley stated that, if the City still owns the Hotel Topeka through the summer, he will be returning to the Committee with a request of \$315,500 to replace the 30-year old York chiller. Having two functioning chillers is almost a necessity.

Committee member Hoferer inquired about the warranty of the rehabilitated chiller. Director Copley did not have the answer at present but would provide it at a later time.

Committee member Hoferer inquired as to if the rehabilitated chiller would be able to adequately heat/cool the building, should the other chiller go down? Director Copley stated that it might be able to provide adequate temperature control on fair weather days, however it would not be able to keep up on hot and humid days. Director Copley stated that the manager has stated he receives numerous complaints currently of the rooms not having adequate temperature control.

Committee member Hoferer inquired if Director Copley thought the York chiller was at risk of going down? Director Copley confirmed that he felt that was a good possibility, as it is beyond its useful life. He is optimistically hopeful that it might be able to get through this summer season. He does not want to request the additional \$315K, if the City is able to find someone to purchase the hotel. His preference would be to circle back to this request in October 2024, if the City still owns the hotel, to discuss next steps.

Committee member Hoferer inquired if both chillers were included in the \$2M that was approved a few months ago? Director Copley confirmed that they were. A property condition assessment was completed by Schwerdt Design Group, and they came up with \$1.1M of immediate Capital needs that needed to be done within 12 months. Both chillers fall within that, as does the electrical work and some other site work.

Committee member Miller referenced the recommendation to complete a chiller overhaul by Trane every 8-10 years, depending on the severity of service or severity of use. He inquired what the funding request might look like for each of those years. Director Copley stated that the full refurbishing that is currently needed will be the most expensive. However, the maintenance on a fixed schedule would cost significantly less.

Chairman Duncan inquired if there would be a value discount savings if both chillers were replaced at the same time? Director Copley stated staff had not considered that option, as they were pleased to hear that Trane firmly believes they can rehabilitate the current chiller to get it functioning.

Committee member Hoferer inquired about lead time. Director Copley did not feel there would be a long lead time, as the industry has been able to catch back up since COVID-19. However, until the funding has been approved, he will not have a timeline to provide.

Chairman Duncan reminded the public that the Unassigned Reserve Fund is a brand new fund that came from the overages from this past year, and this combined with the reserves that have been added into are where the funding for these projects is coming from. It is not coming from the General Fund.

MOTION: Chairman Duncan made a motion to recommend approval of the request to the Governing Body. The request is for approval by the full Governing Body to allocate \$217,254 from the Unassigned Reserve Fund to go to the Topeka Development Corporation to rehabilitate the Trane chiller. Committee member Miller seconded. Motion approved 3-0-0.

Following the vote, Director Copley stated he would ask the Interim City Manager to contact Trane to obtain a best estimate on how long the rehabilitation may take, assuming the Governing Body passes on May 7th.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Ben Hart, Interim Finance Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Kansas Water Pollution Control Revolving Fund Act - SRF Loan
PROJECT #:
CATEGORY/SUBCATEGORY: 013 Ordinances - Codified / 078 Health and Sanitation
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by Interim City Manager Richard U. Nienstedt authorizing the execution of an agreement between the City of Topeka, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Water Pollution Control Revolving Fund for the purpose of financing a wastewater treatment project; establishing a dedicated source of revenue for repayment of such loan; authorizing and providing for the issuance of Combined Utility Revenue Bonds, Series 2024-A, of the City of Topeka, Kansas; making certain covenants and agreements to provide for the payment and security thereof; and authorizing and approving certain documents in connection with such loan and bonds; and authorizing certain other actions in connection with the agreement and such bonds.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(The ordinance authorizes a loan agreement in the amount of \$20,501,902 from the State Revolving Loan (SRF) program.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to approve the ordinance authorizing a loan agreement from the State Revolving Loan (SRF) program to finance Water Pollution Control improvements.

STAFF RECOMMENDATION:

Staff recommended the Governing Body approve the ordinance.

BACKGROUND:

Kansas Department of Health and Environment (KDHE) State Revolving Fund (SRF) loan agreement for \$20,501,902 to finance Water Pollution Control Improvements. The loan agreement cannot be signed until an ordinance has been passed by City Council allowing the City to enter into an agreement. Failure to sign the loan agreement will result in denial of the KDHE loan of \$20,501,902 request from the Kansas Water Pollution Control Revolving Fund.

BUDGETARY IMPACT:

Amount of Loan Request: \$20,501,902

SOURCE OF FUNDING:

Kansas Water Pollution Control Revolving Fund.

ATTACHMENTS:

Description

KDHE Loan Agreement and Authorizing Ordinance

Project List

Resolution No. 9377 (December 2022)

AGREEMENT

Between

**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS**

AND

**CITY OF TOPEKA, KANSAS
KWPCRF PROJECT NO.: C20 3069 01**

EFFECTIVE AS OF NOVEMBER 27, 2023

The interest of the Kansas Department of Health and Environment (“KDHE”) in the Obligation Repayments to be made by the Municipality and certain other revenues (the “Revenues”) under this Agreement have been pledged and assigned to the Kansas Development Finance Authority (the “Authority”) pursuant to a Master Financing Indenture, between KDHE and the Authority. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority’s Kansas State Revolving Fund Bonds, pursuant to a Master Financing Indenture adopted by the Authority.

AGREEMENT

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**KANSAS WATER POLLUTION CONTROL REVOLVING FUND
AGREEMENT**

THIS AGREEMENT, effective as of November 27, 2023, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT (“KDHE”), acting on behalf of THE STATE OF KANSAS (the “State”), and the CITY OF TOPEKA, KANSAS, a “Municipality” according to K.S.A. 65-3321 hereinafter referenced as the “Municipality”;

WITNESSETH:

WHEREAS, the Federal Water Quality Act of 1987 (the “Federal Act”) established a state revolving fund program as a means to phase-out the Environmental Protection Agency (EPA) construction grants program and replace it with a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states (CFDA 66.458), on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the “Loan Act”), the State of Kansas (the “State”) has established the Kansas Water Pollution Control Revolving Fund (the “Revolving Fund”) for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary (the “Secretary”) of the Kansas Department of Health and Environment (“KDHE”) is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Secretary, the Kansas Department of Administration, Division of Accounts and Reports (“the DOA”), and the Kansas Development Finance Authority (the “Authority”) have entered into an Inter-Agency Agreement effective December 23, 2019, (the “Inter-Agency Agreement”), to define the cooperative relationship between KDHE, DOA, and the Authority, to jointly administer certain provisions of the Loan Act; and

WHEREAS, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Master Financing Indenture, dated November 1, 2020, as the same has been amended and may be further amended and supplemented from time to time, (jointly the “Master Indenture”), pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Wastewater Treatment Projects and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements and certain other revenues to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the “KDFA Bonds”) for the purpose of providing funds to implement the State’s requirements under the Federal Act and to loan the same, together with available funds from the EPA

capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act);

WHEREAS, the Municipality has made timely application to KDHE for a loan to finance all or a portion of the Project Costs; and

WHEREAS, KDHE has approved the Municipality's application for a loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the K DFA Bonds when issued by the Authority; and

WHEREAS, this Agreement provides for the loan by KDHE to the Municipality to finance Project Costs; and

WHEREAS, the Municipality has previously received loans from KDHE, and under agreements between KDHE and the Municipality in connection with such prior loans, the priority of payment of certain KDHE loans as relates to the payment of the Municipality's utility system revenue bonds is that such payment of certain KDHE loans, those being the KDHE loans which are defined as "Permitted Loans" in the Municipality's bond resolutions for the issuance of the Municipality's utility system revenue bonds, would be senior to payment of such utility system revenue bonds; and

WHEREAS, the definition and priority of payment of Permitted Loans and other rights of KDHE relating to Permitted Loans are set forth in the Municipality's Parity Resolution pursuant to which the Municipality's Parity Bonds (as such terms are defined herein) have been issued and are outstanding; and

WHEREAS, the Municipality has requested that the Municipality be permitted to structure the Municipality's obligations relating to the KDHE loan under this Agreement in such a way that such KDHE loan will not be a Permitted Loan for purposes of the Municipality's Parity Resolution, but rather that the priority of payment of such KDHE loan will be on a parity with the Municipality's Parity Bonds, and KDHE has agreed to such request; and

WHEREAS, the Municipality has advised that such result can be achieved if the Municipality issues its utility system revenue bonds in the amount of such KDHE loan, such utility system revenue bonds to be owned by KDHE to evidence and secure the KDHE loan under this Agreement (the "Obligation"); and

WHEREAS, the Obligation constitutes and shall be a loan for all purposes of the Loan Act; and

WHEREAS, the Municipality has issued its Combined Utility Revenue Bonds, Series 2024-A in the principal amount not to exceed \$20,501,902 (the "Series 2024-A Bonds") pursuant to Resolution No. _____ of the Municipality (the "Bond Resolution") in order to evidence and secure the Obligation, such Series 2024-A Bonds to be owned by KDHE as provided herein and in the Bond Resolution attached hereto as **Exhibit K**; and

WHEREAS, the not-to-exceed principal amount of the Obligation will be funded over time as provided herein, and the outstanding principal amount of the Series 2024-A Bonds will be increased

over time as provided in the Bond Resolution in amounts equal to disbursements made by KDHE to fund the Obligation, as the Project progresses and costs are incurred; and

WHEREAS, it is understood and agreed that the Obligation does not constitute a “Permitted Loan” within the meaning of the Parity Resolution and that the Series 2024-A Bonds are Parity Bonds of the Municipality so that payment of the Obligation hereunder will be on a parity basis with payment of the Municipality’s Parity Bonds, except that the Obligation will not be secured by a Bond Reserve Account created in the Bond Resolution or any Parity Resolution; and

WHEREAS, Section 3.02 of the Agreement requires the Municipality to secure the Obligation Repayments by a Policy of insurance issued in favor of KDHE; and

WHEREAS, the Municipality has received a commitment from Assured Guaranty Municipal Corp. to be the Insurer, which requires certain language within the Agreement in order to comply with the Policy; and

NOW, THEREFORE, for and in consideration of the award of the loan through the incurrence of the Obligation by the Municipality and issuance of the Municipality’s Series 2024-A Bonds to KDHE to evidence and secure such loan, the Municipality agrees to complete its Project and to perform under this Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Agreement shall, unless the context clearly requires otherwise or as otherwise defined in the Master Resolution, have the following meanings:

“**Act**” means the Constitution and laws of the State, including particularly the Loan Act and K.S.A. 74-8905(a), as amended and supplemented.

“**Additional Bonds**” has the meaning set forth in the Bond Resolution.

“**Additional Payments**” means the payments described in **Section 2.06** hereof.

“**Additional Revenue Obligations**” means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the Net Revenues incurred after the date of execution and delivery of this Agreement.

“**Agreement**” means this Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“Annual Compliance Checklist” means a questionnaire and/or checklist designed to ensure compliance with the requirements related to the use of proceeds of this Agreement, the use of the Financed Facility and the investment of gross proceeds of this Agreement that is completed each year by the Municipality initially in the form set forth in *Exhibit I*.

“Authority” or **“KDFA”** means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.

“Authorized Municipality Representative” means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Obligation, or this Agreement.

“Bond Reserve Account” means a Series Bond Reserve Account or Common Bond Reserve Account.

“Bond Reserve Requirement” has the meaning set forth in the Bond Resolution.

“Bond Resolution” means Resolution No. ____ of the Municipality pursuant to which the Series 2024-A Bonds have been issued. The Bond Resolution is attached hereto as *Exhibit K*.

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

“Common Bond Reserve Account” has the meaning set forth in the Bond Resolution.

“Consultant” has the meaning set forth in the Bond Resolution.

“Consulting Engineer” has the meaning set forth in the Bond Resolution.

“Continuing Disclosure Undertaking” means, with respect to any series of Bonds, the undertaking or agreement by KDHE and any other parties thereto with respect to continuing disclosure matters within the scope of the SEC Rule.

“Debt Service Coverage Ratio” has the meaning set forth in the Bond Resolution.

“Debt Service Requirements” has the meaning set forth in the Bond Resolution.

“Dedicated Source of Revenue” shall have the meaning ascribed thereto in *Exhibit B* attached hereto.

“EPA” means the Environmental Protection Agency of the United States, its successors and assigns.

“Event of Default” means any occurrence of the following events:

(a) failure by the Municipality to pay, or cause to be paid, any Obligation Repayment required to be paid hereunder when due;

(b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;

(c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Municipality contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement or the Obligation, is intentionally false or misleading in any material respect;

(e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;

(f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;

(g) the Municipality shall generally fail to pay its debts as such debts become due;

(h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to **Section 2.03** hereof; and

(j) Any event of default under any Permitted Loan or any Revenue Obligation.

“Existing Revenue Obligation” means any obligation for the payment of money undertaken by the Municipality, which is payable from or secured, by a pledge of, or lien upon, the Net Revenues existing or outstanding at the time of execution and delivery of this Agreement by the Municipality.

“Expenses” has the meaning set forth in the Bond Resolution.

“Federal Act” means the Federal Water Quality Act of 1987, as amended.

“Federal Tax Regulations” means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the KDFA Bonds.

“Financed Facility” means the portion of the Project consisting of property financed or refinanced with the proceeds of this Agreement as described herein.

“GAAP” means generally accepted accounting principles as applicable to municipal utility systems.

“Gross Revenues” has the meaning set forth in the Bond Resolution.

“Indenture” means collectively the Master Financing Indenture, dated as of November 1, 2010, among the Authority, KDHE and the trustee named therein, and any supplemental indentures executed from time to time by the Authority, KDHE and the trustee named therein, in accordance with the provisions of the Master Financing Indenture.

“Insurance Policy” means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Obligation when due.

“Insurer” means Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.

“Interim Indebtedness” has the meaning set forth in the Bond Resolution.

“Junior Lien Bonds” has the meaning set forth in the Bond Resolution.

“KDFA Bonds” means the Kansas Development Finance Authority, Kansas Revolving Funds Revenue Bonds, issued in one or more series pursuant to the Master Indenture, and supplements thereto.

“KDHE” means the Kansas Department of Health and Environment or its successors in interest.

“Loan Act” means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-3321 through 65-3329, inclusive, as amended and supplemented.

“Long Term Indebtedness” has the meaning set forth in the Bond Resolution.

“Management or Operating Agreement” means a legal agreement with a Non-Qualified User where the Non-Qualified User provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, a contract for services that are solely incidental to the primary governmental function of the

Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) is not a Management or Operating Agreement.

“Master Indenture” means the Master Financing Indenture adopted by the Board of Directors of the Authority, as amended and supplemented from time to time by Supplemental Resolutions.

“Municipal Fiscal Year” means the twelve-month period ending on December 31, of each year.

“Municipality” means City of Topeka, Kansas, its successors and assigns.

“Net Revenues” has the meaning set forth in the Bond Resolution.

“Non-Qualified Use” generally means any use of the Financed Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Financed Facility by any other member of the general public. The rules set out in Federal Tax Regulations § 1.141-3 determine whether the Financed Facility is “used” in a trade or business. Generally, ownership, a lease, a Management or Operating Agreement or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Federal Tax Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Obligation Repayments” means the payments payable by the Municipality pursuant to **Section 2.05** of this Agreement.

“Obligation Terms” means the terms of this Agreement provided in **Article II** hereof.

“Opinion of Bond Counsel” means the written opinion of a firm of nationally recognized Bond Counsel acceptable to the Authority to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the K DFA Bonds from gross income for federal income tax purposes.

“Outstanding” has the meaning set forth in the Bond Resolution.

“Qualified User” means the City, a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Parity Bonds” has the meaning set forth in the Bond Resolution.

“Parity Obligations” means the Outstanding Parity Bonds, this Obligation, and any Additional Revenue Obligation issued on a parity basis with the Parity Bonds and this Obligation.

“Parity Resolution” has the meaning set forth in the Bond Resolution.

“Permitted Loans” has the meaning set forth in the Bond Resolution. For the avoidance of confusion, the Obligation is not a Permitted Loan within the meaning of the Bond Resolution.

“Policy” means a policy of municipal bond insurance issued by an Insurer which guarantees the payments when due of the obligations referenced therein.

“Project” means the acquisition, construction, improvement, repair, rehabilitation or extension of the System described in **Exhibit A** hereto, which constitutes a project pursuant to the Loan Act for which KDHE is making a loan to the Municipality pursuant to this Agreement.

“Project Costs” means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Obligation reserves; (b) interest on the Obligation during the construction of the Project; (c) financing and administrative costs associated with the Agreement; and (d) subject to the approval of Bond Counsel and the Authority, payment of temporary financing obligations issued by the Municipality to pay Project Costs;

“Projected Debt Service Coverage Ratio” has the meaning set forth in the Bond Resolution.

“Projected Net Revenues” has the meaning set forth in the Bond Resolution.

“Regulations” means Kansas Administrative Regulations (K.A.R.) 28-16-110 to 28-16-138, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

“Revenue Fund” has the meaning set forth in the Bond Resolution.

“Revenue Obligations” means the Existing Revenue Obligations, the Obligation and any Additional Revenue Obligations.

“Revolving Fund” means the Kansas Water Pollution Control Revolving Fund established by the Loan Act.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Council under the Securities Exchange Act of 1934, as may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

“Secretary” means the Secretary of KDHE

“Series Bond Reserve Account” has the meaning set forth in the Bond Resolution.

“Series 2024-A Bonds” means the Municipality’s Combined Utility Revenue Bonds, Series 2024-A being issued pursuant to the Bond Resolution and owned by KDHE to evidence and secure the loan being made by KDHE hereunder pursuant to the Loan Act, represented by the Obligation.

“Short-Term Indebtedness” has the meaning set forth in the Bond Resolution.

“**State**” means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.

“**Subordinate Lien Bonds**” has the meaning set forth in the Bond Resolution.

“**System**” or “**Combined Utility System**” means the combined water, water pollution control and stormwater utility facilities of the Municipality, including the entire waterworks plant and system owned and operated by the Municipality for the production, storage, treatment and distribution of drinking water, the water pollution control plant and system owned and operated by the Municipality for the collection, treatment and disposal of sanitary and stormwater waste, and the Municipality’s stormwater inlets, pipes, levees, creeks and rivers and publicly owned or maintained ditches, channels, detention ponds and stormwater quality best management practices, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the Municipality. The System includes the Project described in **Exhibit A**, for which the Municipality is making the borrowing under this Agreement, which constitutes or includes a Wastewater Treatment System.

“**Wastewater Treatment System**” means any Wastewater Treatment Works, as defined in the Federal Act, that is publicly owned, and as further described in the Regulations.

Section 1.02. Rules of Interpretation.

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) 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.
- (c) All references in this Agreement to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Agreement as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- (d) The Table of Contents and the Article and Section headings of this Agreement shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

ARTICLE II

OBLIGATION TERMS

Section 2.01. Amount of the Obligation. Subject to all of the terms, provisions and conditions of this Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed \$20,501,902 to the Municipality to pay all or a portion of Project Costs described in **Exhibit A** hereto. As provided in this Agreement, the loan will be evidenced and secured by the Municipality's Series 2024-A Bonds, issued in the not to exceed amount of \$20,501,902, to be held by KDHE. Such Series 2024-A Bonds shall constitute a Parity Bond with the Municipality's Existing Revenue Obligations. The final actual amount of the Obligation (and of the Series 2024-A Bonds) may be reduced without revision of any other terms, provisions or conditions of this Agreement, other than the Obligation Repayment Schedule (**Exhibit B** hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Obligation. Any amendment to **Exhibit B** shall be effected by written amendment to the Agreement executed by all parties.

Section 2.02. Interest Rate. The gross interest rate on the Obligation shall be 2.36% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Obligation Repayment Schedule, **Exhibit B** hereto. This gross interest rate consists of a net loan interest rate, and a service fee, as described in **Exhibit B**. Any subsequent revision to the amount of the Obligation or **Exhibit B** hereto shall not change the interest rate on the Obligation.

Section 2.03. Disbursement of Obligation Proceeds.

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Obligation during the progress of the Project for Project Costs. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as **Exhibit E**), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Obligation have occurred.

The Municipality may request disbursement for the following Project Costs:

- (1) any eligible planning/design costs incurred prior to execution of this Agreement;
- (2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request); or
- (3) interest becoming due on the Obligation prior to the initial scheduled payment of principal; and

(4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs.

(b) KDHE shall not be under any obligation to disburse any Obligation proceeds to the Municipality under this Agreement unless:

(1) there are moneys available in the Revolving Fund to fund the Obligation, as determined solely by KDHE;

(2) the Municipality shall certify to KDHE that it has executed a Project contract or contracts and has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Agreement, if any;

(3) no Event of Default by the Municipality shall have occurred and be continuing; and

(4) the Municipality continues to maintain reasonable progress towards completion of the Project.

Section 2.04. Schedule of Compliance; Completion of Project.

(a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in **Exhibit C** attached hereto.

(b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Such certificate shall be given not later than the date established by KDHE, which shall be approximately the date that the Project is capable of being placed into operation by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 2.05. Repayment of the Obligation.

(a) *Obligation Repayments.* The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Obligation in accordance with **Exhibit B** attached hereto, until the Obligation has been paid in full. Installments of principal and interest on the Obligation shall be computed and paid in accordance with the Obligation Repayment Schedule on **Exhibit B** as in effect at any time under this Agreement. Notwithstanding any other provision of this Agreement, the first payment of principal and interest due on the Obligation shall be made the earlier of two years after receipt by the Municipality of the first disbursement under the Obligation or one year after Project completion. The final installment of principal under the Obligation shall be fully repaid not later than 20 years after Project completion.

(b) *Prepayment of the Obligation.* The Municipality may prepay the outstanding principal of the Obligation, in whole, or in part, without penalty, if consent from KDHE is obtained. The municipality must provide a written request to KDHE of its desire to prepay, such request shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument) and the desired date of prepayment. KDHE may require the prepayment date coincide with a scheduled repayment date. A partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Obligation or \$50,000. A new **Exhibit B** will be prepared by KDHE following receipt of any acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Obligation.

Section 2.06. Additional Payments. The Municipality shall pay as Additional Payments the following amounts:

(a) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Obligation at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Resolution are insufficient to make such payments; and.

(b) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

Section 2.07. Additional Bonds and Obligations.

(a) **Senior Lien Obligations.** Other than additional Permitted Loans, the Municipality covenants and agrees that the Municipality will not issue any Bonds or incur any Additional Revenue Obligations payable out of the Gross Revenues or which is superior to the Obligation and the Parity Bonds with respect to the lien on the Net Revenues.

(b) **Additional Permitted Loans.** The Municipality hereby covenants and agrees that it will not issue or incur any additional Permitted Loans payable out of the Gross Revenues of the System that are superior in lien and security to the Obligation and the Parity Bonds unless each of the following conditions are met:

(i) The Municipality shall not be in default in making any of the payments at the time required to be made in connection with any outstanding Permitted Loans or into the respective Funds or Accounts created to or referred to in this Agreement or the Bond Resolution, or the performance of any covenant contained herein or therein.

(ii) The Debt Service Coverage Ratio shall be not less than 1.25.

(iii) In addition, the Projected Debt Service Coverage Ratio shall be not less than 1.25.

(c) **Parity Obligations.**

(1) The Municipality shall not issue any Additional Bonds or incur other Additional Parity Obligations which stand on a parity with the Obligation and the Outstanding Parity Bonds unless the following conditions are met:

(A) The Municipality shall not be in default in making any of the payments required to be made by it into the respective Funds and Accounts created or referred to in this Agreement, the Bond Resolution or any Parity Resolution, or in the performance of any covenant contained herein or therein.;

(B) The Municipality shall have delivered the following:

(i) Long-Term Indebtedness. For issuance of any Long-Term Indebtedness, a certificate signed by the Municipality evidencing the following:

(1) The Debt Service Coverage Ratio shall be not less than 1.25.

(2) In addition, the Projected Debt Service Coverage Ratio shall be not less than 1.25, provided that if the issuance of the proposed Additional Bonds or other Parity Obligation shall not increase the Debt Service Requirements on all Parity Obligations, including any Additional Bonds and Parity Obligations proposed to be issued, in any Municipal Fiscal Year, the requirement of this subsection (2) shall be inapplicable.

(ii) Short-Term Indebtedness. For so long as any of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding (as such terms are defined in the Bond Resolution), the following provision shall not be applicable, but thereafter, a certificate signed by the Municipality evidencing any one of the following:

(1) The principal amount of all Outstanding Short-Term Indebtedness does not exceed 15% of the Gross Revenues for the most recently ended Municipal Fiscal Year for which financial information is available from the Independent Accountant.

(2) The Short-Term Indebtedness could be incurred under **subsection (B)(i)** hereof assuming it was Long-Term Indebtedness.

(3) There is delivered to the Municipality a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Municipality will be able to refinance such Short-Term Indebtedness prior to its Stated Maturity in compliance with the provisions of this Section and the conditions described in **subsection (B)(i)** are met with respect to such Short-Term Indebtedness when it is assumed that such Short-Term Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter

period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Short-Term Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(iii) Interim Indebtedness. For so long as any of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding (as such terms are defined in the Bond Resolution), the following provision shall not be applicable, but thereafter, a certificate signed by the Municipality evidencing either of the following:

(1) The Interim Indebtedness could be incurred under **subsection (B)(i)** hereof assuming it was Long-Term Indebtedness.

(2) There is delivered to the Municipality a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Municipality will be able to refinance such Interim Indebtedness prior to its Stated Maturity in compliance with the provisions of this Section and the conditions described in **subsection (B)(i)** are met with respect to such Interim Indebtedness when it is assumed that such Interim Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Interim Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(C) The issuance of additional Parity Bonds or other Parity Obligation is permitted by the laws of the State.

(D) With respect to the issuance of Additional Bonds proposed to be issued as Parity Bonds, an additional deposit to a bond reserve account shall be made to bring the aggregate deposits in bond reserve accounts for Parity Bonds to an amount equal to the Bond Reserve Requirement, *provided that* notwithstanding the foregoing, when none of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding, the Municipality may choose to not apply the provisions of the immediately preceding sentence and instead specify that any Additional Bonds be secured by a Series Bond Reserve Account, or no bond reserve account, and any such Series Bond Reserve Account must be funded at the Series Bond Reserve Requirement and may secure only such Additional Bonds proposed to be issued.

(E) The ordinance and/or resolution authorizing such additional Parity Bonds or other Parity Obligation shall contain or provide for substantially the same terms, conditions, covenants and procedures as established in the Parity Resolution.

(F) When none of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding, and notwithstanding the foregoing restrictions, Additional Bonds may be issued under this Section if it is necessary: (1) in the opinion of the Consulting Engineer to do so to repair the System if damaged or destroyed by disaster to such extent necessary to keep it in good operating condition; or (2) in the opinion of the Issuer's legal counsel to remedy any deficiency of the System relating to environmental pollution matters or to comply with the requirements of any governmental agency having jurisdiction over the Issuer with respect thereto.

(G) The Secretary may waive any or all or any part of the conditions in (A), (B), (D) and (E) above by written waiver delivered to the Municipality preceding issuance of the Additional Bonds. The Municipality will not issue any Revenue Obligations as Parity Obligations pursuant to this *subsection 2.07(a)(1)* unless each of the foregoing conditions in (A) through (E), or (F), is first satisfied or waived by the Secretary.

(2) The Municipality shall have the right, without complying with the provisions of the foregoing terms and conditions of the issuance of additional Parity Obligations to issue additional Parity Bonds, for the purpose of refunding any Parity Bonds then Outstanding, and such additional Parity Bonds so issued shall enjoy complete equality of pledge as did the Parity Bonds that was refunded.

(3) Additional Bonds and Parity Obligations shall stand on a parity with other Parity Obligations and shall enjoy complete equality or lien on and claim against the Net Revenues, and the Municipality may make equal provision for paying the Debt Service Requirements on such Parity Obligations out of the Revenue Fund and may likewise provide for the creation of reasonable principal and interest accounts and debt service reserve accounts for the payment of the Debt Service Requirements on such Parity Obligations and the interest thereon out of moneys in the Revenue Fund.

(d) ***Issuance of Junior Lien Bonds.*** The Municipality shall have the right to issue Junior Lien Bonds for any lawful purpose in connection with the operation of and benefiting the System and to provide that the Debt Service Requirements on such Junior Lien Bonds shall be payable out of the Net Revenues, provided at the time of the issuance of such Junior Lien Bonds the Municipality is not in default in the performance of any covenant or agreement contained in the Parity Resolution (unless such Bonds shall be issued to cure such default and shall be junior and subordinate to the Parity Bonds) so that if at any time the Municipality shall be in default in paying either interest on or principal of the Parity Bonds, or if the Municipality is in default in making debt service, operation and maintenance or bond reserve account deposits or payments required to be made by it under the Parity Resolution, the Municipality shall make no payments of either principal of or interest on said Junior Lien Bonds until said default or defaults be cured.

(e) ***Issuance of Subordinate Indebtedness.*** The Municipality shall have the right to issue Subordinate Lien Bonds for any lawful purpose in connection with the operation of and benefiting the System and to provide that the Debt Service Requirements on such Subordinate Lien Bonds shall be payable out of the Net Revenues, provided at the time of the issuance of such Subordinate Lien Bonds the Municipality is not in default in the performance of any covenant or agreement contained in the

Parity Resolution (unless such Bonds shall be issued to cure such default and shall be junior and subordinate to the Parity Bonds and Junior Lien Bonds) so that if at any time the Municipality shall be in default in paying either interest on or principal of the Parity Bonds and Junior Lien Bonds, or of the Municipality is in default in making debt service, operation and maintenance or bond reserve account deposits or payments required to be made by it under the Parity Resolution, the Municipality shall make no payments of either principal of or interest on said Subordinate Lien Bonds until said default or defaults be cured. Such Subordinate Lien Bonds may also constitute general obligations of the Municipality.

(c) **Calculation of Debt Service Requirements.** Debt Service Requirements for purposes of this Agreement, including for the issuance of Additional Bonds and Revenue Obligations, shall be calculated as set forth in the Bond Resolution.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

Section 3.01. Representations of the Municipality. The Municipality makes the following representations:

(a) **Organization and Authority.**

(1) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the constitution and statutes of the State.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its System, to carry on its activities relating thereto, to execute and deliver this Agreement and the Series 2024-A Bonds, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Agreement.

(3) The Ordinance (adopted substantially in the form attached hereto as **Exhibit F**) and other proceedings of the Municipality's governing body approving this Agreement and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted. The Municipality has authorized the issuance of the Series 2024-A Bonds and has issued the Series 2024-A Bonds pursuant to the Bond Resolution.

(4) This Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) **Full Disclosure.** To the best knowledge of the Municipality, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Obligation or otherwise that materially adversely affects or that will materially adversely affect the properties,

activities, or its System, or Gross Revenues, or the ability of the Municipality to make all Obligation Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Agreement.

(c) **Non-Litigation.** There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) with the exception of pending or threatened annexation disputes, its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Obligation or with issuing the Series 2024-A Bonds; (5) the constitutionality or validity of the indebtedness represented by the Agreement and Series 2024-A Bonds; (6) any of the proceedings had in relation to the authorization or execution of this Agreement or the Series 2024-A Bonds; (7) the collection of Gross Revenues of the System; or (8) the ability of the Municipality to make all Obligation Repayments Series 2024-A Bond principal and interest payments, or otherwise observe and perform its duties, covenants, obligations and agreements under this Agreement.

(d) **Compliance with Existing Laws and Agreements.** To the best knowledge of the Municipality, the authorization, execution and delivery of this Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law, ordinance or resolution to which the Municipality is subject, any Existing Revenue Obligation, or any agreement to which the Municipality is a party.

(e) **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default on the part of the Municipality under this Agreement or any Existing Revenue Obligation. The Municipality is not presently aware of any violation of any agreement, which would materially adversely affect the ability of the Municipality to make all Obligation Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Agreement.

(f) **Compliance with Law.** The Municipality has, to the best of the Authorized Municipality's Representative's knowledge:

(1) complied with all laws, ordinances, resolutions, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Agreement or undertake or complete the Project; and

(2) obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership and operation of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the System.

(g) **Use of Obligation Proceeds.** The Municipality will apply the proceeds of the Obligation as described in **Exhibit D**: (1) to finance or refinance a portion of the Project Cost; and (2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or

incurred in anticipation of reimbursement by KDHE and is eligible for such reimbursement pursuant to the Regulations and the Code.

(h) **Project Costs.** The Municipality certifies that the Project Costs, as listed in **Exhibit D**, is a reasonable and accurate estimation and, upon direction of KDHE, will supply the same with a certificate from its engineer stating that such Costs are reasonable and accurate estimations, taking into account investment income to be realized during the course of construction of the Project, if any, and other lawfully available money that would, absent the Obligation, have been used to pay the Project Costs.

(i) **Parity Obligation.** The Municipality certifies that the Obligation as represented by the Series 2024-A Bonds is a Parity Bond as defined in the Parity Resolution. The Municipality hereby represents and covenants that the Obligation granted by this Agreement is so granted in full compliance with the restrictions and conditions upon which the Municipality may issue Additional Bonds and incur Additional Revenue Obligations which stand on a parity of lien with the Net Revenues with the Parity Bonds heretofore issued and Outstanding, as set forth and contained in the Parity Resolution, and that the Obligation herein directed to be granted is so issued in all respects on a parity and equality with the Parity Bonds heretofore issued and Outstanding.

Section 3.02. Particular Covenants of the Municipality.

(a) **Dedicated Source of Revenue for Repayment of the Obligation.** The Municipality hereby establishes the Dedicated Source of Revenue described on **Exhibit B** attached hereto, which Dedicated Source of Revenue is hereby pledged to the Obligation Repayments, Additional Payments and all other obligations of the Municipality under this Agreement. The Obligation shall be a special obligation of the Municipality, payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the Municipality hereby pledges said Net Revenues to the payment of the principal of and interest on the Obligation. The Obligation shall not be or constitute a general obligation of the Municipality, nor shall the Obligation constitute an indebtedness of the Municipality within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the Municipality is not pledged to the payment of the Obligation, either as to principal or interest.

(1) The obligation of the Municipality to make Obligation Repayments is secured by the Insurance Policy issued in favor of KDHE but obtained by and at the cost of the Municipality. The Municipality has obtained a commitment from Assured Guaranty Municipal Corp. to provide the Insurance Policy herein referenced. The cost of the policy can be included in the principal component of the Obligation.

(b) **Rate Covenant.** The Municipality, in accordance with and subject to applicable legal requirements, will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the System, including all extensions, improvements and enlargements thereto hereafter constructed or acquired by the Municipality, as will produce Gross Revenues sufficient to (1) pay the Expenses; (2) pay the Debt Service Requirements on the Revenue Obligations as and when the same become due at the maturity thereof or on any interest payment date therefor; (3) enable the Municipality to have a Debt Service Coverage Ratio of not less than 1.25 on the Obligation as

represented by the Series 2024-A Bonds and all other Parity Bonds at the time Outstanding, a Debt Service Coverage Ratio as set forth in the bond resolution for any Junior Lien Bonds at the time Outstanding, and a Debt Service Coverage Ratio as set forth in the bond resolution on any Subordinate Lien Bonds at the time Outstanding; and (4) provide reasonable and adequate reserves for the payment of the Revenue Obligations and the interest thereon and for the protection and benefit of the System, provided, however, that such rates, fees and charges of the water, water pollution control and stormwater utilities shall not be set or otherwise established so that the rates, fees or charges of one such division subsidize the other. The Municipality will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. As soon as possible after the end of each Municipal Fiscal Year, the annual audit and report made for such Municipal Fiscal Year pursuant to provisions of this Agreement shall be presented to and considered by the Municipality's governing body and if it shall appear that an increase in existing rates, fees or charges for the services of the Combined Utility System is necessary in order to satisfy the obligations of the Municipality under provisions of this Agreement, the governing body of the Municipality shall promptly make such increase and shall cause the same to be effective within ninety (90) days thereafter. If prior to the end of a then current Municipal Fiscal Year, any interim operating statements of the Combined Utility System shall indicate that an increase in the existing rates, fees or charges is necessary to satisfy the obligations of the Municipality under provisions of this Agreement, the governing body of the Municipality shall promptly make such increase and shall cause the same to be effective within ninety (90) days thereafter.

(c) **Application of Moneys in Funds and Accounts.** The Municipality covenants and agrees to administer and allocate all of the Net Revenues then held in the Revenue Fund as provided in the Bond Resolution.

(d) **Performance Under Agreement.** The Municipality covenants and agrees in the performance of its obligations under this Agreement:

(1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to the conditions set forth in **Exhibit C** hereto) as are applicable to this Agreement; and

(2) to cooperate with KDHE in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and KDHE under this Agreement (including, without limitation the requirements contained in **Exhibit C** hereto).

(e) **Completion of Project and Provision of Moneys Therefore.** The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in **Exhibit C** hereto; and

(2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Obligation, required to complete the Project.

(f) **Delivery of Documents and Payment of Fees.** Concurrently with the delivery of this Agreement and the closing of the Obligation, the Municipality will cause to be delivered to KDHE:

(1) fully executed counterparts of this Agreement;

(2) copies of the ordinance of the governing body of the Municipality authorizing the execution and delivery of this Agreement, certified by an Authorized Municipality Representative, which shall be in substantially the form attached hereto as **Exhibit F** together with an affidavit of publication thereof in the official newspaper of the Municipality;

(3) the executed and authenticated Series 2024-A Bonds (unless held by the paying agent thereof on behalf of KDHE);

(4) an opinion of the Municipality's counsel substantially in the form set forth in **Exhibit G** attached hereto;

(5) a fully executed UCC Financing Statement or other security filing instrument, if applicable;

(6) the Insurance Policy of the Insurer in substantially the form attached hereto as a part of **Exhibit J**, the statement of insurance; and

(7) such other certificates, documents, opinions and information as KDHE may reasonably require.

(g) **Operation and Maintenance of System.** The Municipality covenants and agrees that it shall, in accordance with prudent wastewater treatment utility practice:

(1) at all times operate the properties of its System in an efficient manner in accordance with applicable laws, regulations and the Bond Resolution;

(2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its System in good repair, working order and operating condition;

(3) implement and collect any rates, fees and charges for use of the System that comprise the Dedicated Source of Revenues, including charges levied for use of the System adopted by the Secretary, after consultation with the governing body of the Municipality, to ensure repayment of all Parity Obligations (including the Obligation) without preference in accordance with the provisions of the Loan Act; and

(4) take such other action as the Secretary may require in accordance with powers granted to the Secretary under the Loan Act and the Regulations.

(h) **Disposition or Encumbrance of System.** The Municipality will not mortgage, pledge or otherwise encumber the System or any part thereof. The Municipality shall not sell, lease or otherwise

transfer ownership of all or substantially all of its System without the consent of the Secretary and unless as permitted by the Bond Resolution. In no event shall the Municipality sell, abandon or otherwise transfer ownership of the System to any person or entity other than a city, county, township, sewer district, improvement district, or other political subdivision of the State, or any combination thereof, that has legal responsibility to treat wastewater. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of *Section 4.02* hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(i) **Budget, Records and Accounts**

(1) As required by the Bond Resolution, and prior to the commencement of each Municipal Fiscal Year, the Municipality will cause to be prepared and filed a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Municipal Fiscal Year. The Municipality shall also keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually in accordance with generally accepted auditing standards if the total Disbursement of Obligation Proceeds exceed \$25,000 for the Municipal Fiscal Year. This audit shall be completed by an independent certified public accountant or firm of independent certified public accountants, or by an independent registered municipal accountant, and may be part of the single agency audit made on the Municipality's General Accounts in accordance with the Federal Single Audit Act of 1984, OMB Circular No. A-133, **Audits of States, Local Governments, and Non-Profit Organizations** as amended in 1996 and 2003 and as may be further amended and revised. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 270 days of the close of the Municipal Fiscal Year being so audited.

(2) The Municipality shall maintain Project accounts in accordance with generally accepted government accounting standards including standards relating to the reporting of infrastructure assets.

(j) **Inspections.** The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, including the System Records and General Accounts, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.

(k) ***Financial Information.***

(1) Obligation to Provide Information if Notified by KDHE. The Municipality agrees to provide to KDHE such annual financial information and operating data, together with ongoing notice of the occurrence of any “material event” (defined below), each with respect to the Municipality, as is necessary for KDHE to comply with each Continuing Disclosure Undertaking from time to time in effect. Such information, data and notices pursuant to this section will be required to be provided by the Municipality upon notice from KDHE that the Municipality is a Principal Participating Municipality (which is a borrower for which information and notices are required to be filed pursuant to a Continuing Disclosure Undertaking), as defined in a Continuing Disclosure Undertaking.

(2) Timing. Any such financial information and operating data shall be provided by the Municipality to KDHE as soon as practicable after it is available, and any such notice of a material event shall be provided by the Municipality to KDHE promptly following the occurrence of the event, no later than 7 business days after the occurrence of the event. Existing Continuing Disclosure Undertakings require that any such financial information and operating data shall be filed by KDHE within 270 days after the end of the Municipal Fiscal Year, as defined in a Continuing Disclosure Undertaking, and that any such notice of a material event be filed by KDHE within 10 business days of the occurrence of the material event. The timing of such requirements may be different in a future Continuing Disclosure Undertaking, and a request by KDHE to the Municipality pursuant to this section may require that such information be provided to KDHE a reasonable period in advance of the filing dates required by a Continuing Disclosure Undertaking.

(3) Annual Information. Any such financial information shall be accompanied by an audit report prepared in accordance with the provisions of subsection (i)(1) hereof, unless such subsection exempts the Municipality from such audit report requirement. The financial information shall be prepared in accordance with GAAP, unless the Municipality has received a waiver from such requirement as permitted by State Law, in which case it shall be prepared on such other basis of accounting that demonstrates compliance with State law. Such requirement for financial information and operating data may be satisfied by submitting the Municipality's annual comprehensive financial report (ACFR) and/or annual report of its System (if Net Revenues are included in the dedicated source of repayment), unless KDHE notifies the Municipality of the need for additional information. If an audit report is required to be prepared, but is not available within 270 days of the end of the Municipal Fiscal Year, unaudited financial information shall be provided to KDHE pending receipt of the audit report. If the method of preparation and the basis of accounting is changed to a basis less comprehensive than previously described, the Municipality shall provide a specific notice of such change to KDHE when the financial information is provided.

(4) Event Notices. For purposes of this section, “material event” shall mean any event with respect to the Municipality (if it is a Principal Participating Municipality) required to be reported by KDHE pursuant to a Continuing Disclosure Undertaking. Upon a determination by KDHE that the Municipality is a Principal Participating Municipality, KDHE will provide instructions to the Municipality identifying such events then required to be reported, and the

Municipality agrees to report such events to the extent required by a Continuing Disclosure Undertaking. The existing Continuing Disclosure Undertakings require reporting by a Principal Participating Municipality of four events, relating generally to (i) bankruptcy or insolvency, (ii) merger, consolidation or acquisition, (iii) incurrence of a financial obligation or debt and (iv) default, acceleration, termination or modification of a financial obligation or debt.

(l) **Insurance.** The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of its System as would be carried by similar municipal operators of systems, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, or other similar future law (currently \$500,000 per occurrence).

(m) **Notice of Material Adverse Change.** The Municipality shall promptly notify KDHE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the System, or in the ability of the Municipality to make all Obligation Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Agreement.

(n) **Additional Covenants and Requirements.** The parties hereto acknowledge that this Agreement may be assigned or pledged to secure K DFA Bonds or other financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the financings, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws.

(o) **Parity Obligations.** The Municipality agrees that it will not take any action that would result in the Obligation as represented by the Series 2024-A Bonds no longer remaining at least a Parity Obligation.

Section 3.03 Federal Tax Compliance Representations and Covenants.

(a) The Municipality is the owner of the Financed Facility. As long as any portion of this Agreement is unpaid, the Municipality will not dispose of any portion of the Financed Facility without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel.

(b) As long as any portion of this Agreement is unpaid, the Municipality will never permit any of the Financed Facility to be used in any Non-Qualified Use without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel. In furtherance of this covenant, the Municipality will not enter into any Management or Operating Agreement of the Financed Facility or lease any portion of the Financed Facility to any Non-Qualified User or provide any Non-Qualified User with a special legal right or entitlement to use the Financed Facility without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel.

(c) None of the proceeds of this Agreement will be loaned directly or indirectly to any Non-Qualified User.

(d) All costs previously paid by the Municipality that are to be reimbursed from the proceeds of this Agreement either (1) were paid by the Municipality after the date the Municipality filed its application with KDHE and not more than 3 years prior to the date reimbursement is requested or (2) were for costs incurred in connection with the planning or design of the Project paid prior to the date construction commenced.

(e) The Municipality will not take any action or permit any action to be taken which would cause this Agreement to be “federally guaranteed” within the meaning of Code § 149.

(f) No operating costs or expenses of the Municipality are being paid from the proceeds of this Agreement.

(g) Upon the written request of the Authority or KDHE, the Municipality will provide written confirmation of compliance with the federal tax requirements through use of an Annual Compliance Checklist in a form acceptable to the Authority and KDHE. A sample Annual Compliance Checklist is attached to this Agreement as *Exhibit I*.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by KDHE. The Municipality hereby approves and consents to any assignment or transfer of this Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Obligation Repayments and Additional Payments to the Authority, and the Authority’s pledging of all or a portion of the same to the KDFFA Bonds.

Section 4.02. Assignment by the Municipality. This Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

(a) KDHE, the Insurer and the Authority shall have approved said assignment in writing;

(b) the assignee is a city, county, township, sewer district, improvement district or other political subdivision of the State or any combination thereof that has legal responsibility to treat wastewater;

(c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Agreement;

(d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations to the Authority under the Master Indenture, nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on the KDFFA Bonds; and

(e) the Municipality shall, at its expense, provide KDHE and the Authority with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs (b), (c), and (d)* hereof have been met.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Notice of Default. If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in **Section 6.01** hereof.

Section 5.02. Remedies on Default.

(a) Whenever an Event of Default shall have occurred and be continuing, KDHE or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Obligation disbursements, cancellation of the Agreement and acceleration of the remaining scheduled principal payments set forth on **Exhibit B**, or such other remedies provided to the Secretary in the Loan Act and the Regulations.

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the Municipality in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

Section 5.03. Expenses. Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Obligation Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

Section 5.04. Application of Moneys. Any moneys collected by KDHE pursuant to **Section 5.02** hereof shall be applied: (a) first, to pay interest on the Obligation as the same becomes due and payable; (b) second, to pay principal due and payable on the Obligation; (c) third, to pay expenses owed by the Municipality pursuant to **Section 5.03** hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable. To the extent that KDHE's right to receive Obligation Repayments is on a parity of lien basis with the lien of Existing Revenue Obligations or Additional Revenue Obligations on the Municipality's Net Revenues, such moneys shall be applied prorata to all such parity obligations.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this **Article V**, it shall not be necessary to give any notice, other than such notice as may be required in this **Article V**.

Section 5.06. Retention of Rights. Notwithstanding any assignment or transfer of this Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Agreement.

Section 5.07. Financial and Management. Upon failure of the Municipality to pay one or more installments of the Obligation Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, may require the Municipality to undergo a financial and management operations review. The governing body of the Municipality shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Secretary during the term of this Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in *subsection (b)*, to the parties hereinafter set forth at the following addresses:

(1) to KDHE:

Department of Health and
Environment
1000 SW Jackson Street, Suite 420
Topeka, Kansas 66612-1367
Attention: Bureau of Water

with a copy to its General Counsel

(2) to the Authority:

Kansas Development Finance
Authority
534 South Kansas Avenue, Suite 800
Topeka, Kansas 66603
Attention: President,

with a copy to its Executive Director

(3) to the Municipality:

at the address set forth on ***Exhibit H***.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications. This Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

Section 6.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Governing Law and Regulations. This Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations, which Regulations are, by this reference thereto, incorporated herein as a part of this Agreement.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Agreement, such consent or approval may only be given by the Secretary.

Section 6.08. Further Assurances. The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Agreement.

ARTICLE VII

PROVISIONS RELATING TO FINANCIAL GUARANTY INSURANCE POLICY

Section 7.01. Insurer. The Insurer has issued a commitment to provide the Insurance Policy and be the Insurer as required by Section 3.02 hereof. A statement of insurance relating to the Insurance Policy and the form of the Insurance Policy itself are attached hereto as **Exhibit J**. The obligations of the Insurer are subject to and limited in the principal component of the Insured Obligations by KDHE's advances to the Municipality under Section 2.03 of this Agreement for payment of Project Costs and premiums paid for the Policy.

Section 7.02. Provisions Relating to Financial Guaranty Insurance Policy. As long as the Insurance Policy shall be in full force and effect, KDHE and the Municipality agree to comply with the following provisions:

(a) The Insurer shall be deemed to be the sole Owner of the Obligation for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that KDHE is entitled to take pursuant to this Agreement or the Bond Resolution pertaining to defaults and remedies. In furtherance thereof and as a term of this Agreement and the Obligation, KDHE appoints the Insurer as its agent and attorney-in-fact with respect to the Obligation and the Series 2024-A Bonds and agrees that the Insurer may at any time during the continuation of any proceeding by or against the Municipality under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, KDHE delegates and assigns to the Insurer, to the fullest extent permitted by law, the rights of KDHE in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

(b) The Municipality shall not assign this Agreement without the prior written consent of the Insurer.

(c) Notwithstanding the provisions set forth in Section 2.07 of this Agreement, the Secretary of KDHE shall obtain the prior written consent of the Insurer prior to waiving any conditions regarding the incurrence of Additional Revenue Obligations as set forth in Section 2.07 of this Agreement.

(d) Notwithstanding the provisions of Section 3.02(h) of this Agreement, the Municipality shall not sell, lease or otherwise dispose of the whole or any part of the System without the prior written consent of the Insurer, unless the Obligation is paid in full and any amounts due and owing to the Insurer have been paid in full.

(e) The scheduled payments under the Obligation shall not be accelerated without the consent of the Insurer and in the event the scheduled payments under the Obligation are accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal, and interest accrued on such principal, to the date of acceleration (to the extent unpaid by the Municipality) and KDHE shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Insurance Policy with respect to such Obligation shall be fully discharged.

(f) No grace period for a covenant default shall exceed thirty (30) days or be extended for more than sixty (60) days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.

(g) The Insurer is a third party beneficiary of this Agreement.

(h) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the Obligation payments to be prepaid shall be subject to the approval of the Insurer.

(i) Any amendment, supplement, modification to, or waiver of, this Agreement, the Bond Resolution or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of KDHE or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(j) The rights granted to the Insurer under this Agreement or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of KDHE and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of KDHE or any other person is required in addition to the consent of the Insurer.

(k) In connection with a prepayment of the Obligation, KDHE or the Municipality shall cause to be delivered to the Insurer a certificate of payment and satisfaction executed by an authorized officer of KDHE and addressed to the Insurer and the Municipality. The Insurer shall be provided with final drafts of the above referenced documentation not less than five business days prior to the prepayment of the Obligation. The Obligation Repayments under this Agreement and the related Series 2024-A

Bonds shall be deemed to be “Outstanding” unless and until they are in fact paid and retired or the above criteria are met.

(l) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of this Agreement and the Bond Resolution and the Obligation Repayments and Series 2024-A Bonds relating to such repayments shall remain Outstanding and continue to be due and owing until paid by the Municipality in accordance with this Agreement. This Agreement and the Bond Resolution shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(m) Claims Upon the Insurance Policy and Payments by and to the Insurer.

If, on the third Business Day prior to any scheduled payment date on the Obligation (herein, “Payment Date”) the Municipality does not have sufficient Net Revenues to pay all principal of and interest on the Obligation due on such Payment Date, after making all transfers and deposits required under the Bond Resolution, the Municipality shall give notice to KDHE and the Insurer and to the Insurer’s designated agent (if any) (the “Insurer’s Fiscal Agent”) by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Obligation due on such Payment Date, KDHE or any other holder of the Obligation (each, a “Holder”) shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Obligation and the amount required to pay principal of the Obligation, confirmed in writing to the Insurer and the Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

Upon payment of a claim under the Insurance Policy, the Holder shall establish a separate special purpose trust account for the benefit of Holder of the Obligation referred to herein as the “Policy Payments Account” and over which the Holder shall have exclusive control and sole right of withdrawal. The Holder shall receive any amount paid under the Insurance Policy and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Holder in the same manner as principal and interest payments are to be made with respect to the Obligation under the sections of this Agreement regarding payment of the Obligation. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything in this Agreement or the Bond Resolution to the contrary, the Municipality agrees to pay to the Insurer, solely from the Net Revenues (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the “Insurer Advances”); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the “Insurer Reimbursement Amounts”). “Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then-applicable highest rate of interest on the Obligation and (b) the maximum rate

permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Municipality hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Net Revenues and payable from such Net Revenues on a parity with debt service due on the Obligation and the other Parity Obligations.

Funds held in the Policy Payments Account shall not be invested by the Holder and may not be applied to satisfy any costs, expenses or liabilities of the Holder. Any funds remaining in the Policy Payments Account following a Loan payment date shall promptly be remitted to the Insurer.

(n) The Insurer shall, to the extent it makes any payment of principal of or interest on the Obligation, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Municipality to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(o) The Municipality shall pay or reimburse the Insurer, solely from the Net Revenues, any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under this Agreement or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Agreement or any other Related Document whether or not executed or completed, or (iv) any litigation, proceeding (including any Insolvency Proceeding) or other dispute in connection with this Agreement or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Agreement or any other Related Document. Amounts payable by the Municipality hereunder shall bear interest at the Late Payment Rate from the date such amount is paid or incurred by the Insurer until the date the Insurer is paid in full. The obligation to reimburse the Insurer shall survive discharge or termination of the Related Documents.

(p) The Insurer shall be entitled to pay principal or interest on the Obligation that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Municipality (as such terms are defined in the Insurance Policy) and any amounts due on the Obligation as a result of acceleration of the maturity thereof, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.

(q) Notices to the Insurer shall be sent to the following address (or such other address as the Insurer may designate in writing):

Assured Guaranty Municipal Corp.
1633 Broadway
New York, NY 10019
Attention: Managing Director – Municipal Surveillance
Re: Policy No. _____-N

Telephone: (212) 974-0100
Email: munidisclosure@agltd.com

In each case in which the notice or other communication refers to a claim on the Insurance Policy or an Event of Default, such notice or other communication shall be marked "URGENT MATERIAL ENCLOSED" and a copy shall also be sent to the attention of the General Counsel at the above address and at generalcounsel@agltd.com.

(r) The Insurer shall be provided with the following information by the Municipality or the Paying Agent, as the case may be:

1. Annual audited financial statements within 270 days after the end of the Municipality's fiscal year (together with a certification of the Municipality that it is not aware of any default or Event of Default under this Agreement or the Bond Resolution), and, upon request, the Municipality's annual budget within thirty (30) days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

2. Notice of any default or Event of Default under this Agreement known to KDHE or the Municipality within five (5) Business Days after knowledge thereof;

3. Prior notice of the prepayment of the Obligation including the principal amount being prepaid;

4. Notice of the commencement of any Insolvency Proceeding (as defined in subsection (a) above);

5. Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Obligation;

6. A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents;

7. All reports, notices and correspondence to be delivered to KDHE under the terms of the Related Documents.

(s) The Insurer shall have the right to receive such additional information as it may reasonably request.

(t) The Municipality will permit the Insurer to discuss the affairs, finances and accounts of the Municipality or any information the Insurer may reasonably request regarding the security for the Obligation with appropriate officers of the Municipality and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Municipality on any Business Day upon reasonable prior notice.

(u) KDHE or any other Holder shall notify the Insurer of any known failure of the Municipality to provide notices, certificates and other information under the Related Documents that are required to be delivered to KDHE.

(v) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Agreement or the Bond Resolution would adversely affect the security for the Obligation or the rights of KDHE as owner of the Series 2024-A Bonds, the effect of any such amendment, consent, waiver, action or inaction shall be considered as if there were no Insurance Policy.

(w) The Municipality shall not enter into any interest rate exchange agreement or any other interest rate maintenance agreement secured by and payable from the Net Revenues without the prior written consent of the Insurer.

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Agreement to be executed, sealed and delivered, effective as of the date above first written.

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS



By: _____
Janet Stanek
Secretary
Kansas Department of Health and Environment

Date: _____

THE CITY OF TOPEKA, KANSAS

(Seal)

By: _____
Title: Mayor

“Municipality”

Date: _____

ATTEST:

By: _____
Title: Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT

The project will rehabilitate the City's Grant-Jefferson pump station, rehabilitate/replace a portion of the City's sanitary sewer collection system, and construct improvements necessary to update the sludge thickening process at the City's existing Oakland Wastewater Treatment Plant.

EXHIBIT B

DEDICATED SOURCE OF REVENUES AND OBLIGATION REPAYMENT SCHEDULE

Dedicated Source of Revenue

The Municipality has established a dedicated source of revenue for the repayment of the Obligation. The Municipality shall fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter construction or acquired by the Municipality, as will provide Gross Revenues sufficient to (i) pay the costs of operation and maintenance of the System, (ii) pay the principal of and the interest on the Obligation and such additional amounts as may validly become due, and (iii) pay all other amounts due at any time under this Agreement; provided however, the lien of KDHE on the Net Revenues of the Municipality's System shall be on a parity basis to the lien on such Net Revenues to the Municipality's outstanding System Parity Bonds. The obligation of the Municipality to make Obligation Repayments is represented by the Series 2024-A Bonds, and shall be secured by a Policy issued in favor of KDHE but obtained by and at the cost of the Municipality. The cost of the Policy may, at the option of the Municipality, be included in the principal component of the Obligation. The Municipality has obtained a commitment from _____ to provide the Policy herein referenced. The cost of the Policy is considered a Project Cost.

Obligation Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Obligation during the construction period for the Project may be capitalized and repaid as a part of the Obligation. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Obligation shall be capitalized and added to the principal amount of the Obligation and shall bear interest at the rate of interest set forth in **Section 2.02** hereof.

KANSAS WATER POLLUTION CONTROL REVOLVING FUND

Project Principal: 20,501,902.00

Interest During Const.: 0.00

Preliminary Schedule for Construction Loan Agreement

Service Fee During Const.: 0.00

Amortization of Loan Costs as of 11/27/2023

Gross Loan Costs: 20,501,902.00

Prepared for:

City of Topeka, Project No. C20 3069 01

<u>Gross Interest Rate Allocation</u>	thru 9/1/2029	after 9/1/2029	Gross Interest Rate:	2.36%
Service Fee Rate:	2.11%	0.25%	First Payment Date:	3/1/2026
Net Loan Interest Rate:	0.25%	2.11%	Number of Payments:	40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	3/1/2026	20,501,902.00	25,627.38	404,029.82	216,295.07	645,952.27	20,097,872.18
2	9/1/2026	20,097,872.18	25,122.34	408,797.38	212,032.55	645,952.27	19,689,074.80
3	3/1/2027	19,689,074.80	24,611.34	413,621.19	207,719.74	645,952.27	19,275,453.61
4	9/1/2027	19,275,453.61	24,094.32	418,501.91	203,356.04	645,952.27	18,856,951.70
5	3/1/2028	18,856,951.70	23,571.19	423,440.24	198,940.84	645,952.27	18,433,511.46
6	9/1/2028	18,433,511.46	23,041.89	428,436.83	194,473.55	645,952.27	18,005,074.63
7	3/1/2029	18,005,074.63	22,506.34	433,492.39	189,953.54	645,952.27	17,571,582.24
8	9/1/2029	17,571,582.24	21,964.48	438,607.60	185,380.19	645,952.27	17,132,974.64
9	3/1/2030	17,132,974.64	18,752.88	443,783.17	21,416.22	645,952.27	16,689,191.47
10	9/1/2030	16,689,191.47	17,607.97	449,019.81	20,861.49	645,952.27	16,240,171.66
11	3/1/2031	16,240,171.66	171,333.81	454,318.25	20,300.21	645,952.27	15,785,853.41
12	9/1/2031	15,785,853.41	166,540.75	459,679.20	19,732.32	645,952.27	15,326,174.21
13	3/1/2032	15,326,174.21	161,691.14	465,103.41	19,157.72	645,952.27	14,861,070.80
14	9/1/2032	14,861,070.80	156,784.30	470,591.63	18,576.34	645,952.27	14,390,479.17
15	3/1/2033	14,390,479.17	151,819.56	476,144.61	17,988.10	645,952.27	13,914,334.56
16	9/1/2033	13,914,334.56	146,796.23	481,763.12	17,392.92	645,952.27	13,432,571.44
17	3/1/2034	13,432,571.44	141,713.63	487,447.93	16,790.71	645,952.27	12,945,123.51
18	9/1/2034	12,945,123.51	136,571.05	493,199.82	16,181.40	645,952.27	12,451,923.69
19	3/1/2035	12,451,923.69	131,367.79	499,019.58	15,564.90	645,952.27	11,952,904.11
20	9/1/2035	11,952,904.11	126,103.14	504,908.00	14,941.13	645,952.27	11,447,996.11
21	3/1/2036	11,447,996.11	120,776.36	510,865.91	14,310.00	645,952.27	10,937,130.20
22	9/1/2036	10,937,130.20	115,386.72	516,894.14	13,671.41	645,952.27	10,420,236.06
23	3/1/2037	10,420,236.06	109,933.49	522,993.48	13,025.30	645,952.27	9,897,242.58
24	9/1/2037	9,897,242.58	104,415.91	529,164.81	12,371.55	645,952.27	9,368,077.77
25	3/1/2038	9,368,077.77	98,833.22	535,408.95	11,710.10	645,952.27	8,832,668.82
26	9/1/2038	8,832,668.82	93,184.66	541,726.77	11,040.84	645,952.27	8,290,942.05
27	3/1/2039	8,290,942.05	87,469.44	548,119.15	10,363.68	645,952.27	7,742,822.90
28	9/1/2039	7,742,822.90	81,686.78	554,586.96	9,678.53	645,952.27	7,188,235.94
29	3/1/2040	7,188,235.94	75,835.89	561,131.09	8,985.29	645,952.27	6,627,104.85
30	9/1/2040	6,627,104.85	69,915.96	567,752.43	8,283.88	645,952.27	6,059,352.42
31	3/1/2041	6,059,352.42	63,926.17	574,451.91	7,574.19	645,952.27	5,484,900.51
32	9/1/2041	5,484,900.51	57,865.70	581,230.44	6,856.13	645,952.27	4,903,670.07
33	3/1/2042	4,903,670.07	51,733.72	588,088.96	6,129.59	645,952.27	4,315,581.11
34	9/1/2042	4,315,581.11	45,529.38	595,028.41	5,394.48	645,952.27	3,720,552.70
35	3/1/2043	3,720,552.70	39,251.83	602,049.75	4,650.69	645,952.27	3,118,502.95
36	9/1/2043	3,118,502.95	32,900.21	609,153.93	3,898.13	645,952.27	2,509,349.02
37	3/1/2044	2,509,349.02	26,473.63	616,341.95	3,136.69	645,952.27	1,893,007.07
38	9/1/2044	1,893,007.07	19,971.22	623,614.79	2,366.26	645,952.27	1,269,392.28
39	3/1/2045	1,269,392.28	13,392.09	630,973.44	1,586.74	645,952.27	638,418.84
40	9/1/2045	638,418.84	6,735.32	638,418.84	798.11	645,952.27	0.00
		Totals	3,353,302.23	20,501,902.00	1,982,886.57	25,838,090.80	

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

1. Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
 - a. Advertising for construction contract bids within 30 days of KDHE authorization to advertise.
 - b. Bid opening no sooner than 30 days after advertisement for bids.
 - c. Contract award within 60 days of bid opening for a construction contract.
 - d. Issuance of notice to proceed within 30 days of a construction contract award.
 - e. Initiation of operation for the entire project no later than March 30, 2026.
 - f. Project Performance Certification 365 days following Initiation of Operation.

KDHE must be promptly notified of any proposed changes.

2. Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained (*i.e.*, all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
3. The Municipality agrees that all bid solicitations will include the following statement in the "Advertisement for Bids" for this project:

Nondiscrimination in Employment

- a. Bidders on this work will be required to comply with the President's Executive Order No. 11246 as amended. Requirements for bidders and contractors under this order are explained in the specifications.
4. The municipality must comply with and include the requirements of the Prohibition Statement below in all contracts and subcontracts made to private entities.
 - a. The Contractor, its employees, subcontractors and subcontractors' employees may not engage in severe forms of trafficking in persons during the period of time that the contract is in effect; procure a commercial sex act during the period of time that the contract is in effect; or use forced labor in the performance of the contract or subcontract.
5. The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.* and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, *et seq.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.
6. The Municipality agrees to include Section 202 of Executive Order 11246 in all contracts and subcontracts for all construction contracts exceeding \$10,000.00.

7. If the Project is for construction, alteration, and repair of treatment works, the municipality shall comply with KWPCRF wage rate requirements listed below:
- a. insert in full in any contract funded by this Agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;
 - b. while the solicitation remains open, shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.
 - c. incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
 - d. review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
 - e. either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
 - f. provide written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and

completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;

- g. interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;
 - h. establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
 - i. periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
 - j. periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.
 - k. must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Julie Milazzo at Milazzo.Julie@epa.gov or 206-553-2429 ; and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd/america2.htm.
8. The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled "Covered

Transactions,” includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at www.sam.gov.

9. The Municipality agrees that all bid solicitations will include the Anti-Lobbying Certification form, which must be completed and returned with the bid form.
10. The owner or successful bidder must obtain, prior to construction, permit coverage from KDHE to discharge stormwater runoff associated with construction activity for most any project which disturbs one acre or more of soils. A Notice of Intent form (NOI) must be submitted to KDHE 60 days before the start of construction and a permit determination from KDHE must be made before construction can begin. The Kansas construction stormwater general permit, a Notice of Intent (application form), a frequently asked questions file, and supplemental materials are available online on the KDHE Stormwater Web Page at www.kdhe.state.ks.us/stormwater.
11. The Municipality shall follow applicable state procurement laws and regulations. KDHE approval is required prior to procurement.
12. The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Agreement or the construction contract.
13. The Municipality will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications per K.A.R. 28-16-55 and Water Quality Policy Memorandum No. 2-78 dated January 18, 1978 and will furnish progress reports and such other information as the State may require.
14. The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction (engineer associated with the design build team) will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:
 - a. The Municipality agrees the performance standards applicable to the Project are:
 - (1) All construction deficiencies have been resolved.
 - b. One year after completion of construction and initiation of operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and effluent limitations contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.
 - c. Municipality agrees to furnish KDHE with an annual report describing actions taken to

date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.

15. A final plan of operation and draft O&M Manual shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion and the Final O&M Manual must be submitted at 90% construction completion. The plan of operation must include, but is not limited to, an assessment of the employee skills necessary to carry out the operation and maintenance function and a training plan designed to provide employees with the necessary skills. Details on the skills assessment must be submitted along with the final plan of operation. Necessary training as indicated by the skills assessment must be provided in accordance with the approved training plan.
16. The rates and ordinances enacting the System user charges and System use requirements shall be enacted prior to initiation of operation.
17. The municipality agrees to provide a Fiscal Sustainability Plan (FSP) document to KDHE, including an appropriate Asset Management Plan, prior to final closeout of the Agreement project. The required scope of the FSP will be provided to the municipality by letter from KDHE.
18. None of the funds made available by this Agreement shall be used for a project for the construction, alteration, maintenance, or repair of a wastewater collection system or wastewater treatment plant unless all of the iron and steel products used in the project are produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
19. This Project is consistent with the Kansas Water Quality Management Plan, subject to the provisions of Section 208(d) and 208(e) of the Federal Water Pollution Control Act, as amended. Service by the Project will not be denied or conditioned on the basis of factors or issues unrelated to wastewater management.
20. The loan recipient must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the loan recipient. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.
21. The Municipality hereby agrees to request and obtain intergovernmental environmental evaluations of the proposed Project and the Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of the project.
22. The Municipality is prohibited from procuring goods or services from persons who have been

convicted of violations of the Clean Air Act or the Clean Water Act.

23. The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.
24. If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in Exhibit C(1), regardless of whether KDHE funding is available for the remaining System improvements.

EXHIBIT D

USE OF LOAN PROCEEDS

Construction of a project to rehabilitate the City's Grant-Jefferson pump station, rehabilitate/replace a portion of the City's sanitary sewer collection system, and install improvements necessary to update the sludge thickening process at the City's existing Oakland Wastewater Treatment Plant.

The loan proceeds will be utilized to pay the costs of:

1. Construction: All actual construction costs of the improvements to the wastewater collection and treatment system and incidental work associated with construction.
2. Engineering: All actual costs of construction services including basic services, design, procurement, inspection, final plan of operation, user charge and sewer use ordinance development, one-year project performance evaluation, and all items as included in the engineering contract for the project, including the Fiscal Sustainability Plan.
3. Administrative: All reasonable costs of legal and financial administrative support directly provided for the project, including financial audits.

Unallowable Costs: The costs of full time employees of the Municipality.

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EXHIBIT E

INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.
2. All cost entries must be based upon allowable work in place, which is due and payable. This means that you may **not** request payment for:
 - a. Any work or services, which have not been explicitly approved by the KDHE in the Agreement or subsequent amendments.
 - b. Any work performed under a change order unless written approval of the change order has been given by the State.
 - c. Any ineligible project costs.
 - d. Any retainage which you are withholding from the construction contractor, engineer, etc.
 - e. Expenditures relating to site acquisition, easements, rights-of way, EXCEPT: (1) additional work required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act such as appraisal and certification services; (2) when the site itself is allowable in accordance with Federal SRF regulations and guidance; and (3) costs incurred in eminent domain proceedings.
 - f. Costs associated with the approval, preparation, issuance and sale of bonds (other than the Series 2024-A Bonds), and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved loan amount represented by the Obligation. It is, therefore, necessary that you read the Agreement (including all conditions) and its transmittal letter, any Obligation amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds, which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. Submit an original signature of the form and one set of supporting documentation directly to:

Kansas Department of Health & Environment
Bureau of Water
Municipal Programs
1000 SW Jackson Street, Suite 420
Topeka, Kansas 66612-1367

You should retain one copy for your records.

EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS

INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR: KANSAS WATER POLLUTION CONTROL REVOLVING FUND _____ KANSAS PUBLIC WATER SUPPLY LOAN FUND _____	KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT) KWPCRF PROJECT # C20 KPWSLF PROJECT #
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IS THIS THE FINAL DISBURSEMENT REQUEST FOR THIS LOAN? YES _____ NO _____	RECIPIENT INFORMATION NAME : ADDRESS or PO box (include City, State, Zip) :
PAYMENT REQUEST NUMBER :	

The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:

Classification	Invoice amounts (invoices must be attached)	Invoiced from (list payee(s))	Description
a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)			
b. Engineering services expense			
c. Land, easements (Not allowable under KWPCRF)			
d. Construction Contract Expense			
e. Equipment (by separate KDHE approved contract or procedure)			
f. Miscellaneous cost (not categorized above)			
g. Total of Invoices Submitted (sum of lines a thru f)			
h. Deductions for other sources of funding used (from grants or cash on hand)			
i. Total Disbursement Requested from KDHE * (Line g minus line h)			

CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.

RECIPIENT NAME:

Signature of Authorized Certifying Official

Typed or Printed Name and Title

Date Signed	47	Telephone (Area Code, number & ext.)	Email
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EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

* * * * *

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF TOPEKA, KANSAS
HELD ON MAY 7, 2024**

The Governing Body of the City met in regular session at the usual meeting place in the City, at 6:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE INTRODUCED BY INTERIM CITY MANAGER RICHARD U. NIENSTEDT AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF TOPEKA, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF COMBINED UTILITY REVENUE BONDS, SERIES 2024-A, OF THE CITY OF TOPEKA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH SUCH LOAN AND BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE AGREEMENT AND SUCH BONDS.

Thereupon, Council member _____ moved that said Ordinance be passed. The motion was seconded by Council member _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: _____.

No: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

Clerk

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(Published in TOPEKA METRO NEWS on [publication date])

ORDINANCE NO. _____

AN ORDINANCE INTRODUCED BY ACTING CITY MANAGER RICHARD NIENSTEDT AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF TOPEKA, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF COMBINED UTILITY REVENUE BONDS, SERIES 2024-A, OF THE CITY OF TOPEKA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH SUCH LOAN AND BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE AGREEMENT AND SUCH BONDS.

WHEREAS, the Federal Water Quality Act of 1987 (the “Federal Act”) established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the “EPA”) to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the “Loan Act”), the State of Kansas (the “State”) has established the Kansas Water Pollution Control Revolving Fund (the “Revolving Fund”) for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment (“KDHE”) is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the “Authority”) and KDHE have entered into a Master Financing Indenture (the “Master Indenture”) pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act

to issue revenue bonds (the “KDFA Bonds”) for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the City of Topeka, Kansas (the “Municipality”) is a municipality as said term is defined in the Loan Act which operates a wastewater collection and treatment system (the “Wastewater System”); and

WHEREAS, the Wastewater System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its Wastewater System consisting of the following:

Construction of a project to rehabilitate the Municipality’s Grant-Jefferson pump station, rehabilitate/replace a portion of the Municipality’s sanitary sewer collection system, and install improvements necessary to update the sludge thickening process at the Municipality’s existing Oakland Wastewater Treatment Plant (the “Project”); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the “Regulations”) applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in the amount of not to exceed \$20,501,902 (the “Obligation”), to be evidenced and secured by the issuance to KDHE of the Municipality’s Combined Utility Revenue Bonds, Series 2024-A (the “Series 2024-A Bonds”), in order to finance the Project; and

WHEREAS, the Municipality is authorized under the provisions of the K.S.A. 10-1201 *et seq.* (the “Bond Act”), to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the Municipality’s water, water pollution control and stormwater utilities, including the Wastewater System (collectively, the “System”), provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues derived by the Municipality from the operation of the System; and

WHEREAS, by proceedings duly had, the governing body of the Municipality has previously authorized, and has declared or declares its intention under the Bond Act, to undertake the Project, and to issue its Combined Utility Revenue Bonds in an amount of not to exceed \$20,501,902; notices of such intention were published one time in the official newspaper of the Municipality and no sufficient written protest thereto was filed with the Clerk within fifteen (15) days after the dates of said publications, all as set forth in the Bond Act; and

WHEREAS, the Project will not cause duplication of existing utility service

furnished by a private utility in the Municipality; and

WHEREAS, the Municipality is authorized under the Bond Act to issue the Series 2024-A Bonds in an amount not to exceed \$20,501,902 in order to finance all or a portion of the costs of the Project and pay the costs of issuance for the Series 2024-A Bonds; and

WHEREAS, the Parity Resolution provides the Municipality may issue Additional Bonds which constitute Parity Bonds upon the satisfaction of certain conditions; and

WHEREAS, prior to or simultaneously with the issuance of the Series 2024-A Bonds, such terms and conditions will be satisfied; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Obligation and to enter into an Agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Agreement; and

WHEREAS, the governing body of the Municipality hereby finds and determines it to be necessary at this time to authorize and provide for the construction of the Project; to authorize and provide for the issuance and delivery of the Series 2024-A Bonds payable from the Net Revenues of the System in order to evidence the Municipality's obligations with respect to the Obligation; to provide for the terms, details and conditions of the Series 2024-A Bonds; to provide for the collection, segregation and application of the Gross Revenues from the operation of the System for the purposes authorized by law, including the payment of the costs of operating and maintaining the System, paying the principal of and the interest on Bonds of the System, providing adequate reserves, and making certain other covenants and agreements in connection therewith; and to authorize and provide for the execution and delivery of certain agreements and supporting document; and

WHEREAS, in addition to words and terms defined elsewhere in this Ordinance, capitalized words and terms in this Ordinance shall have the meanings ascribed to such words and terms in the Agreement and the Bond Resolution.

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

Section 1. Authorization of Agreement. The Municipality is hereby authorized to accept the Obligation and to enter into a certain Agreement, for KWPCRF Project No.: C20 3069 01, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Agreement") to finance the Project Costs (as defined in the Agreement). The Mayor and Clerk are hereby authorized to execute the Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Obligation. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Obligation. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide Gross Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Obligation as and when the same become due, and (c) pay all other amounts due at any time under the Agreement.

In accordance with the Loan Act, the obligations under the Obligation and the Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Authorization of the Series 2024-A Bonds. There shall be issued and are hereby authorized and directed to be issued the “City of Topeka, Kansas Combined Utility Revenue Bonds, Series 2024-A,” in the aggregate principal amount of not to exceed \$20,501,902 for the purpose of securing the Obligation and thereby providing funds to pay costs of the Project.

Section 4. Security for the Series 2024-A Bonds. The Series 2024-A Bonds shall be special obligations of the Municipality payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the Municipality hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2024-A Bonds. The Net Revenues shall constitute the Dedicated Source of Revenue pursuant to the Loan Agreement. The Series 2024-A Bonds shall not be or constitute a general obligation of the Municipality, nor shall they constitute an indebtedness of the Municipality within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the Municipality is not pledged to the payment of the Series 2024-A Bonds, either as to principal or interest.

The covenants and agreements of the Municipality contained herein and in the Series 2024-A Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2024-A Bonds, all of which Series 2024-A 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 Series 2024-A Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in the Bond Resolution. The Series 2024-A Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Bonds, except that the Series 2024-A Bonds and the Obligation will not be secured by a Bond Reserve Account created in the Bond Resolution or any Parity Resolution. The Series 2024-A Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Bonds; and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2024-A Bonds.

Section 5. Terms, Details and Conditions of the Series 2024-A Bonds. The Series 2024-A 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 a resolution to be adopted by the governing body of the Municipality prescribing the terms and details of the Series 2024-A Bonds and making covenants with respect thereto (the “Bond Resolution”).

Section 6. Rate Covenant. The Municipality will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the Municipality, as will produce Revenues sufficient to (a) pay Expenses; (b) pay the principal of and interest on the Bonds as and when the same become due; and (c) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in the Bond Resolution, provided, however, that such rates, fees and charges of the water, water pollution control and stormwater utilities shall not be set or otherwise established so that the rates, fees or charges of one such division subsidize the other. The Bond Resolution and the Agreement may establish requirements in excess of the requirements set forth herein.

Section 7. Further Authority. The Mayor, Clerk and other Municipality 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 8. Governing Law. The Ordinance, the Agreement and the Series 2024-A Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 9. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the Municipality and publication in the official newspaper of the Municipality.

PASSED by the governing body of the City of Topeka on May 7, 2024 and signed and **APPROVED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.]

[City Attorney]

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[Date]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Agreement effective as of November 27, 2023, between the Kansas Department of Health and Environment (“KDHE”), acting on behalf of the State of Kansas (the “State”), and the City of Topeka, Kansas (the “Municipality”)

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Agreement (the “Agreement”). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Agreement) for repayment of the Obligation evidenced by the Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Obligation evidenced by the Agreement;
- (c) Ordinance No. _____ of the Municipality (the “Ordinance”) adopted on [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Obligation evidenced by the Agreement; and
- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a public Wastewater Treatment Works, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Agreement.
5. The Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion, I have assumed due authorization, execution and delivery of the Agreement by the State, acting by and through KDHE.
6. The Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Obligation to be made pursuant to the Agreement.
7. To the best of my knowledge, the execution and delivery of the Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

EXHIBIT H

MUNICIPALITY'S NOTICE ADDRESS

Mayor and City Council
City Hall
215 SE 7th Street
Topeka, KS 66603

EXHIBIT I

BORROWER SAMPLE ANNUAL COMPLIANCE CHECKLIST (Example – Do Not Complete)

Name of Borrower: City of Topeka, Kansas
Number of Borrower Loan financing the Financed Facility: KWPCRF Proj. No. C20 3069 01
Financed Facility and Placed in Service Date: The project will rehabilitate the City’s Grant-Jefferson pump station, rehabilitate/replace a portion of the City’s sanitary sewer collection system, and construct improvements necessary to update the sludge thickening process at the City’s existing Oakland Wastewater Treatment Plant. This Agreement (C20 3069 01) provides funds for planning, administrative, design and construction costs and interest during construction.
Issue Date of Borrower Loan: November 27, 2023
Name of Borrower Bond Compliance Officer:
Period covered by request (“Annual Period”):

Item	Question	Response
1 Project Completion	Has the Project intended to be financed from proceeds of the Borrower Loan been completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Please provide the completion date of the Borrower Project, or, if the Borrower Project is not yet complete, the <u>expected</u> completion dates of the Project.	

Item	Question	Response
2 Ownership	Was the Financed Facility owned by the Borrower during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” please describe the assets no longer owned and indicate whether K DFA and KDHE were notified and advice or an Opinion of Bond Counsel obtained prior to the transfer. Include a copy of any advice or Opinion of Bond Counsel in your response.	

Item	Question	Response
3 Leases and Other Rights to Possession	During the Annual Period, was any part of the Financed Facility used by any entity other than the Borrower at any time pursuant to a lease or similar agreement for more than 50 days (e.g., has the Borrower entered into an agreement permitting a cell phone tower or advertisement on a Financed Facility)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If the answer above was “Yes”, describe the Financed Facility subject to the lease or similar use agreement and indicate whether K DFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the lease or use agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response.	

Item	Question	Response
4 Management or Service Agreements	During the Annual Period, has the Borrower entered into an agreement with another entity to manage the operation of the Financed Facility? (for example, does a private entity operate the System on behalf of the Borrower)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If the answer above was “Yes”, describe the Financed Facility subject to the management or operating agreement and indicate whether KDFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the management or operating agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response.	

Item	Question	Response
5 Other Use	During the Annual Period, was any agreement entered into with an individual or entity that grants special legal rights to the Financed Facility (e.g., has the Borrower entered into a take or pay contract or similar agreement related to output from the Financed Facility)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If the answer above was “Yes”, describe the Financed Facility subject to the agreement and indicate whether KDFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response.	

Borrower Authorized Representative (Print Name): _____

Borrower Authorized Representative (Signature): _____

Date: _____

EXHIBIT J
FORM OF BOND INSURANCE POLICY

EXHIBIT K
BOND RESOLUTION

[attached]

City of Topeka SRF Loan Project Proceedings

Project	Description	Amount	Authorizing Documents
291105.00	2021 WW Forcemain	\$ 5,000,000	2021 CIP - Res. # 9174-A, NOI #9175
291061.00	Grant/Jefferson Pump Station Rehab	\$ 10,321,000	2017 CIP -Res. # 8755, NOI # 8756; Contracts 46571, 47603, 48928; Ord 20188
291091.00	Oakland WWTP Sludge Thickening	\$ 9,008,720	2022 CIP - Res. # 9226, NOI # 9227; Contract 48817
291144.00	2024 Sanitary Sewer Force Main Replacement Program	\$ 4,794,792	2024 CIP - Res. # 9425, NOI # 9426
291140.00	2024 Wastewater Pump Station Rehab & Replace	\$ 2,000,000	2016 CIP - Res. # 8673, NOI #8674
291131.00	2025 Sanitary Sewer Force Main Replacement Program	\$ 3,589,753	2023 CIP- Res. # 9318, 2025 funding, not on NOI
291129.00	2025 Wastewater Lining & Replacement Program	\$ 1,120,000	2023 CIP- Res. # 9318, 2025 funding, not on NOI
291145.00	Sanitary Sewer Interceptor Maintenance and Rehab Pro	\$ 1,350,000	2023 CIP- Res. # 9318, cash funded, not on NOI



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: Ben Hart, Interim Finance Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Kansas Water Pollution Control Revolving Fund Act - SRF Loan
PROJECT #:
CATEGORY/SUBCATEGORY: 020 Resolutions / 004 Public Improvements
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by Interim City Manager Richard U. Nienstedt prescribing the form and details of and authorizing and directing the sale and delivery of not to exceed \$20,501,902 aggregate principal amount of Combined Utility Revenue Bonds, Series 2024-A, of the City of Topeka, Kansas, previously authorized by Ordinance 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.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval will authorize execution of the loan agreement.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to authorize City staff to proceed with the execution of a loan agreement with KDHE for the purposes of permanently financed Wastewater utility projects.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The loan will permanently finance four Wastewater capital projects up to the amount of \$20,501,902 that would have been previously funded by utility revenue bonds in order to capture interest rate savings due to the lower cost of borrowing of the SRF pool.

BUDGETARY IMPACT:

Debt service for permanently financed improvements would be scheduled over a 20-year period and payments would be structured through the appropriate utility fund.

SOURCE OF FUNDING:

Debt service is paid through the respective utility fund and is funded by fees associated with each utility.

ATTACHMENTS:

Description

Resolution

Project List

KDHE Loan Agreement and Authorizing Ordinance

Resolution No. 9377 (December 2022)

RESOLUTION NO. ____

OF

THE CITY OF TOPEKA, KANSAS

ADOPTED

MAY 7, 2024

**NOT TO EXCEED \$20,501,902
COMBINED UTILITY REVENUE BONDS
SERIES 2024-A**

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EXHIBIT A – FORM OF SERIES 2024-A BONDS A-1

RESOLUTION NO. ____

A RESOLUTION INTRODUCED BY INTERIM CITY MANAGER RICHARD U. NIENSTADT PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF NOT TO EXCEED \$20,501,902 AGGREGATE PRINCIPAL AMOUNT OF COMBINED UTILITY REVENUE BONDS, SERIES 2024-A, OF THE CITY OF TOPEKA, 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 Series 2024-A Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Series 2024-A Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, in the Parity Resolution and in the Loan Agreement, 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. 10-1201 *et seq.*, all as amended and supplemented from time to time.

“Additional Bonds” means any bonds secured by the Net Revenues hereafter issued pursuant to *Article IX* hereof.

“Additional Obligations” means any leases or other obligations of the City payable from the Gross Revenues or Net Revenues, including Parity Obligations, other than Permitted Loans and the Bonds.

“Amortization Schedule” means the schedule that sets forth the principal and interest payments on the Series 2024-A Bonds, as may be amended, and which is printed on each Series 2024-A Bond certificate, which schedule shall reflect the same installments of principal and interest to be paid on the Obligation as set forth on the Obligation Repayment Schedule attached as *Exhibit B* to the Loan Agreement

“Authorized Denomination” means, with respect to the Series 2024-A Bonds, \$5,000 and any multiple of \$.01 in excess thereof.

“Balloon Indebtedness” means Long-Term Indebtedness, 25% or more of the original principal amount of which becomes due (either by maturity or mandatory redemption) during any consecutive twelve-month period if such principal amount becoming due is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period.

“Beneficial Owner” of Bonds includes any Owner of Bonds and any other Person who, directly or indirectly has the investment power with respect to any such 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 Insurer” means (a) with respect to the Obligation, Assured Guaranty Municipal Corp., New York, New York, and (b) with respect to any series of Bonds, the entity set forth in the resolution authorizing such Bonds.

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

“Bond Reserve Requirement” means an amount equal to Maximum Annual Debt Service attributable to the Parity Bonds, except Series 2024-A Bonds, provided, however, that the Bond Reserve Requirement may not exceed the least of (a) 125% of the average annual Debt Service Requirements for the Parity Bonds, except Series 2024-A Bonds, over the term of all such bonds, (b) the aggregate of 10% of the original stated principal amount of each Series of Parity Bonds, except Series 2024-A Bonds, or (c) the Maximum Annual Debt Service for all Parity Bonds, except Series 2024-A Bonds, during any Fiscal Year. If the aggregate initial offering price of any series of Bonds to the public is less than 98% or more than 102% of par, such offering price shall be used in clause (a) in lieu of the stated principal amount. When calculating the Bond Reserve Requirement in conjunction with the issuance of the Bonds described in *Section 906* hereof, the debt service of refunded and defeased Bonds shall be deducted and disregarded in said calculations.

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

“Bond Registrar” means: (a) with respect to the Series 2024-A Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Bond Registrar in the supplemental resolution authorizing such Additional Bonds.

“Bond Resolution” means this resolution relating to the Series 2024-A Bonds, and any supplemental resolution authorizing any Additional Bonds.

“Bonds” means the Series 2014-A Bonds, Series 2016-A Bonds, Series 2017-A Bonds, Series 2018-A Bonds, Series 2019-A Bonds, Series 2020-A Bonds, Series 2021-A Bonds, Series 2021-B Bonds, Series 2023-A Bonds, Series 2024-A Bonds, and any Additional Bonds.

“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 Topeka, Kansas.

“City Engineer” means the person serving as the city engineer as defined in Section 2-148 of the Code of the City.

“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.

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

“Common Bond Reserve Account” means a Common Bond Reserve Account designated as such under any Parity Resolution under which any Parity Bonds are issued and may contain a separate Bond Reserve Account for any one or more series of Parity Bonds.

“Common Bond Reserve Requirement” means, as of any date of calculation, after the Series 2014-A Bonds, Series 2016-A Bonds and Series 2017-A Bonds are no longer Outstanding, with respect to the Covered Bonds, an amount equal to the least of (a) 10% of the aggregate original principal amount (or “issue price,” as computed for federal income tax purposes, if original issuance premium or discount is greater than 2%) of the Covered Bonds, (b) Maximum Annual Debt Service on the Covered Bonds, and (c) 125% of the average annual Debt Service Requirements on the Covered Bonds.

“Construction Fund” means the Water, Water Pollution Control and Stormwater Utility Construction Fund ratified pursuant to *Article V* hereof.

“Consultant” means the Consulting Engineer, the Independent Accountant, or an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by the Bond Resolution.

“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 utilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by the Bond Resolution.

“Costs of Issuance” means all costs of issuing any series of Bonds, including 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 financial ratings on any series of Bonds, and any premiums or expenses incurred in obtaining any credit enhancement.

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

“Covered Bond” or **“Covered Bonds”** means all series of Parity Bonds with respect to which the Issuer under any Parity Resolution under which any Parity Bonds are issued has specified that such series of Parity Bonds will be secured by the Common Bond Reserve Account.

“Dated Date” means the effective date of the Loan Agreement.

“Debt Service Coverage Ratio” means: (a) with respect to the covenants contained in *Section 802* hereof, the ratio determined by dividing (i) a numerator equal to the Net Revenues for each Fiscal Year, as reflected by information provided by the Independent Accountant, by (ii) a denominator equal to the applicable Debt Service Requirements for the next succeeding Fiscal Year, provided that with respect to the Debt Service Coverage Ratio on Parity Bonds and Parity Obligations, Debt Service Requirements on Junior Lien Bonds and Subordinate Lien Bonds shall be disregarded; and further provided that with respect to the Debt Service Coverage Ratio on Junior Lien Bonds, the Debt Service Requirements on Subordinate Lien Bonds shall be disregarded; (b) with respect to the covenants contained in *Section 902(b)* hereof, the ratio determined by dividing (i) a numerator equal to the Net Revenues for the Fiscal Year next preceding the issuance of additional Permitted Loans, as reflected by information provided by the Independent Accountant, by (ii) a denominator equal to the Maximum Annual Debt Service on all Parity Bonds and Parity Obligations in the then current or any succeeding Fiscal Year; and (c) with respect to the covenants contained in *Section 903(b)(1)(i)* hereof, the ratio determined by dividing (i) a numerator equal to the Net Revenues for the Fiscal Year next preceding the issuance of Additional Bonds or Parity Obligations, as reflected by information provided by the Independent Accountant, by (ii) a denominator equal to the Maximum Annual Debt Service in the then current or any succeeding Fiscal Year on all Parity Bonds and Parity Obligations, including any Additional Bonds proposed to be issued as Parity Bonds and any Parity Obligations.

“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 System Indebtedness 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) Cash; or
- (b) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or
- (c) 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 a NRSRO that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

(d) With respect to the Series 2021-A Bonds and Series 2024-A Bonds, evidences of ownership of proportionate interests in future interest and principal payments on United States Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying United States Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

“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.

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

“Discount Indebtedness” means Long-Term Indebtedness that is originally sold at a price (excluding accrued interest, but without deduction of any underwriters' discount) of less than 75% of the maturity amount including the amount of principal and interest to accrete at maturity of such Long-Term Indebtedness.

“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.

“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; or

(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.

“Expenses” means the sum of (a) ordinary expenses of maintenance, operation and repair, (b) administrative expenses, (c) reasonable pension fund contributions, (d) insurance expense, (e) legal expense and (f) payments on Permitted Loans; provided, however, Expenses shall not include payment in lieu of taxes, debt service payments on Bonds, depreciation, amortization or other non-cash items.

“Financeable Costs” means the amount of expenditure for a Project which has been duly authorized by action of the governing body of the Issuer to be financed by Bonds, less: (a) the amount of any Bonds of the Issuer which is 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.

“Gross Revenues” means all receipts and revenues derived by the City from the operation of the System, including investment earnings, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Bonds, but excluding any grants, proceeds of bond issues and/or insurance proceeds, any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“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 the Bond Resolution.

“Index Rate” means, at the time of calculation, the rate of interest set forth in *The Bond Buyer* Revenue Bond Index (or, in the event that *The Bond Buyer* does not compile such index or ceases publication, another comparable publication recognized in the municipal bond market) published for the week immediately preceding the date of determination.

“Insurance Consultant” means an individual or firm selected by the Issuer qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the System and having a favorable reputation for skill and experience in making such surveys and recommendations.

“Insurance Policy” means the insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Obligation when due.

“Interest Payment Date(s)” means: (a) with respect to the Series 2024-A Bonds, the Stated Maturity of an installment of interest on the Series 2024-A Bonds, which shall be March 1 and September 1 of each year, commencing on the first of such dates that follows the Dated Date, such Interest Payment Dates to coincide with the due date for installments of interest to be paid on the Obligation as set forth in the Loan Agreement; and (b) with respect to Additional Bonds, the Stated Maturity of an installment of interest on such Additional Bonds, as set forth in the supplemental resolution authorizing such Additional Bonds.

“Interim Indebtedness” means Bonds having a term not less than thirteen months, and not in excess of five years, incurred or assumed in anticipation of being refinanced or refunded with Long-Term Indebtedness.

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

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

“Junior Lien Bonds” means the Series 2021-B Bonds any Additional Bonds payable from, and secured by a lien on the Net Revenues, which lien is junior to that of any Parity Bonds and Parity Obligations, but senior to that of the Subordinate Lien Bonds.

“KDHE” means the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, or its successors in interest.

“Loan Agreement” shall mean the Loan Agreement, including all Exhibits attached thereto, between KDHE and the Issuer, for KWPCR Project No.: C20 3069 01, as such may be supplemented, modified or amended from time to time in accordance with the terms thereof.

“Long-Term Indebtedness” means Bonds having an original stated maturity or term greater than five years, or renewable or extendible at the option of the Issuer for a period greater than one year from the date of original issuance or incurrence thereof.

“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 of the City or, in the Mayor's absence, the duly appointed and/or elected Deputy Mayor or Acting Mayor of the City.

“Maximum Annual Debt Service” means the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year; provided that the Debt Service Requirements in the final Stated Maturity of any series of Bonds shall be reduced by the value of cash and Permitted Investments on deposit in any bond reserve account established for said series of Bonds, so long as, at the time of calculation, the value of cash and Permitted Investments on deposit in bond reserve accounts for all Parity Bonds, except Series 2024-A Bonds, which are not secured by any bond reserve account, equals or exceeds the Bond Reserve Requirement.

“Net Revenues” means, for the period of determination, Gross Revenues of the Combined Utility minus the sum of (a) Expenses and (b) any required deposits to a rebate fund created in connection with the issuance of any Bonds.

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

(a) To the Issuer at:

Department of Finance
215 SE 7th Street
Topeka, Kansas 66603-3914
Fax: (785) 368-3943

(b) To the Paying Agent at:

Series 2024-A Bonds:

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

Additional Bonds:

The address set forth in the supplemental resolution authorizing such Additional Bonds.

(c) To the Purchaser:

Series 2024-A Bonds:

Department of Health and
Environment
1000 SW Jackson Street, Suite 420
Topeka, Kansas 66612-1367

Additional Bonds:

The address set forth in the supplemental resolution authorizing such Additional Bonds.

(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 Chief Financial Officer.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the Bureau of Water, with a copy to its General Counsel.
- (d) With respect to any Rating Agency, any Vice President thereof.

“**NRSRO**” or “**Nationally Recognized Statistical Rating Organization**” means a credit rating agency registered with the United States Securities and Exchange Commission or its successor pursuant to the Securities Exchange Act of 1934, as amended.

“**Obligation**” shall mean the loan made by KDHE to the Issuer to finance Project Costs pursuant to the Loan Agreement.

“**Official Statement**” means Issuer’s Official Statement relating to the Series 2024-A Bonds.

“**Ordinance**” means Ordinance No. _____ of the Issuer authorizing the issuance of the Series 2024-A Bonds, as amended from time to time.

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

(i) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to the Bond Resolution;

(ii) Bonds deemed to be paid in accordance with the provisions of *Section 1101* of the Bond Resolution;

(iii) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Bond Resolution; and

(iv) Bonds, the principal or interest of which has been paid by the Bond Insurer, including Series 2024-A Bonds, if the principal or interest on the Obligation has been paid by the Bond Insurer; and

(b) when used with reference to Additional Obligations, as of a particular date of determination, all Additional Obligations that have not been satisfied and remain in effect as a legal and financial obligation of the Issuer.

“**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.

“**Parity Bonds**” means the Outstanding Series 2014-A Bonds, Series 2016-A Bonds, Series 2017-A Bonds, Series 2018-A Bonds, Series 2019-A Bonds, Series 2020-A Bonds, Series 2021-A Bonds, Series 2023-A Bonds, Series 2024-A Bonds, and any Additional Bonds hereafter issued pursuant to the Bond Resolution and standing on a parity and equality with the Series 2024-A Bonds with respect to the lien on the Net Revenues.

“**Parity Obligations**” means the Obligation and any Additional Obligation hereafter issued or incurred by the Issuer on a parity basis with the Parity Bonds.

“**Parity Resolution**” means collectively each ordinance and resolution which authorized the issuance of the Parity Bonds, the Bond Resolution, and the ordinances and/or resolutions under which any Parity Obligations or Additional Bonds which constitute Parity Bonds are hereafter issued.

“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: (a) with respect to the Series 2024-A Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Paying Agent in the supplemental resolution authorizing such Additional Bonds.

“Permitted Investments” shall mean the investments that, at the time of their purchase, were authorized by K.S.A. 10-131 or any additional or successor State law applicable to the investment of the Bond proceeds.

“Permitted Loans” means any State revolving loans between KDHE and the Issuer for public drinking water improvements, pollution control improvements, or stormwater improvements.

“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.

“Principal and Interest Account” means the Principal and Interest Account for the Series 2024-A Bonds, created by *Section 501* hereof.

“Project” shall mean the repairs, alterations, extensions, reconstructions, enlargements or improvements to the System referred to in the preamble to the Ordinance, or any Substitute Project.

“Project Costs” means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, as described in *Section 2.03(a)(1), (2) and (3)* of the Loan Agreement.

“Projected Debt Service Coverage Ratio” means, with respect to the covenants contained in *Section 902(c)* and *Section 903(b)(1)(ii)* hereof, the ratio determined by dividing (i) Projected Net Revenues by (ii) a denominator equal to the Maximum Annual Debt Service in the then current or any succeeding Fiscal Year on all Parity Bonds and Parity Obligations in that Fiscal Year, including any Additional Bonds proposed to be issued as Parity Bonds and any Parity Obligations proposed to be incurred.

“Projected Net Revenues” means either (a) projected Net Revenues for the Fiscal Year immediately following the issuance or incurrence of any additional Permitted Loans or Additional Bonds, set forth in a report of a Consulting Engineer or an Independent Accountant, based on a detailed investigation and report of such Consulting Engineer or Independent Accountant, as to the amount of annual Net Revenues expected in such Fiscal Year, which projected Net Revenues as defined and certified by such Consulting Engineer or Independent Accountant shall govern in determining the right of the Issuer to issue additional Permitted Loans payable out of the Gross Revenues of the System that are superior in lien and security to the Parity Bonds, or to issue Additional Bonds payable out of the Net Revenues of the System on a parity or equality with the Parity Bonds, or (b) Net Revenues, as reflected by information provided by the Independent Accountant, for the Fiscal Year next preceding the issuance of additional Permitted Loans or Additional Bonds. In determining Projected Net Revenues under the preceding subsection (a), the maximum amount payable in any succeeding Fiscal Year on the proposed additional Permitted Loan shall be treated as an Expense in the Fiscal Year for which the Projected Net Revenues are being computed.

“Purchase Price” means: (a) with respect to the Series 2024-A Bonds, means the amount specified on each disbursement made to the Issuer under the Loan Agreement; and (b) with respect to Additional Bonds, the amount set forth in the supplemental resolution authorizing such Additional Bonds.

“Purchaser” means: (a) with respect to the Series 2024-A Bonds, KDHE, Topeka, Kansas, the original purchaser of the Series 2024-A Bonds, and any successor and assigns; and (b) with respect to Additional Bonds, the original purchaser of such Additional Bonds, as set forth in the supplemental resolution authorizing such Additional Bonds.

“Put Indebtedness” means Long-Term Indebtedness which is (a) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, at the option of the holder thereof, prior to its stated maturity date, or (b) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, other than at the option of the holder, prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund, or other than by reason of acceleration upon the occurrence of an Event of Default under this Bond Resolution.

“Rating Agency” means an NRSRO that provided one or more financial ratings for a series of Bonds at the Issuer’s request.

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

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

“Refunding Bonds” means Bonds issued pursuant to *Section 906* hereof for the purpose of refunding any Outstanding Bonds.

“Renewal and Replacement Account” means the Water, Water Pollution Control and Stormwater Utility Renewal and Replacement Account ratified pursuant to *Article V* hereof.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 209* hereof.

“Revenue Fund” means the Water, Water Pollution Control, and Stormwater Utility Revenue Fund ratified pursuant to *Article V* hereof.

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

“Series Bond Reserve Account” means, with respect to any series of Bonds that are not Covered Bonds, the Series Bond Reserve Account, if any, created pursuant to the ordinance or resolution authorizing such series of Bonds.

“Series Debt Service Reserve Requirement” means, with respect to any series of Bonds that are not Covered Bonds, the amount specified in the ordinance or resolution authorizing such series of Bonds.

“**Series 2014-A Bonds**” means the Issuer's Combined Utility Improvement and Refunding Revenue Bonds, Series 2014-A, dated December 23, 2014.

“**Series 2016-A Bonds**” means the Issuer's Combined Utility Improvement and Refunding Revenue Bonds, Series 2016-A, dated September 6, 2016.

“**Series 2017-A Bonds**” means the Issuer's Combined Utility Revenue Bonds, Series 2017-A, dated September 5, 2017.

“**Series 2018-A Bonds**” means the City's Combined Utility Revenue Bonds, Series 2018-A, dated September 11, 2018.

“**Series 2019-A Bonds**” means the City's Combined Utility Refunding and Improvement Revenue Bonds, Series 2019-A, dated September 17, 2019.

“**Series 2020-A Bonds**” means the City's Combined Utility Refunding and Improvement Revenue Bonds, Series 2020-A, dated September 8, 2020.

“**Series 2021-A Bonds**” means the Issuer's Combined Utility Refunding and Improvement Revenue Bonds, Series 2021-A, dated September 7, 2021

“**Series 2021-B Bonds**” means the City's Taxable Combined Utility Junior Lien Revenue Bonds, Series 2021-B, dated September 7, 2021.

“**Series 2024-A Bonds**” means the Issuer's Combined Utility Revenue Bonds, Series 2024-A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“**Short-Term Indebtedness**” means Bonds having an original maturity less than or equal to thirteen months from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original issuance.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to *Section 204* hereof for the payment of Defaulted Interest.

“**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, and, specifically with respect to the Series 2024-A Bonds, as set forth in the Amortization Schedule.

“**Subordinate Lien Bonds**” means any Additional Bonds or Additional Obligations payable from the Net Revenues on a subordinate lien basis to any Parity Bonds and Junior Lien Bonds, and which constitute general obligations of the City.

“**Substitute Project**” means a substitute or additional project of the System authorized in the manner set forth in *Article V* of this Bond Resolution.

“System” or “Combined Utility System” means the combined water, water pollution control and stormwater utility facilities of the City, including the entire waterworks plant and system owned and operated by the City for the production, storage, treatment and distribution of drinking water, the water pollution control plant and system owned and operated by the City for the collection, treatment and disposal of sanitary and stormwater waste, and the City’s stormwater inlets, pipes, levees, creeks and rivers and publicly owned or maintained ditches, channels, detention ponds and stormwater quality best management practices, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

“System Indebtedness” means collectively all Bonds and Additional Obligations, which are payable out of, or secured by an interest in, the Gross Revenues, except Permitted Loans.

“Table of Cumulative Outstanding Principal Amount” means the Table of Cumulative Outstanding Principal Amount attached to the Series 2024-A Bond certificate, which provides for and evidences the cumulative Outstanding principal amount of the Series 2024-A Bonds resulting from disbursements of Purchase Price amounts by the Purchaser, as set forth in **Section 202** of this Bond Resolution.

“Term Bonds” means any Bonds designated as Term Bonds in any supplemental resolution authorizing the issuance of Additional Bonds.

“Treasurer” means the duly appointed and/or elected Treasurer 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.

“Variable Rate Indebtedness” means any Bonds which provides for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the instrument creating such Bonds.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2024-A Bonds. The Series 2024-A Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of not to exceed \$20,501,902 for the purpose of securing the Obligation and thereby providing funds to pay Project Costs.

Section 202. Description of the Series 2024-A Bonds. (a) The Series 2024-A shall consist of one fully registered bond in an aggregate principal amount of not to exceed \$20,501,902 and shall be numbered in such manner as the Bond Registrar shall determine. The Series 2024-A Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, and subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof. The principal on such Series 2024-A Bond shall be payable on the dates and in the amounts set forth on the Amortization Schedule

(which shall be printed on the Series 2024-A Bond certificate). The Series 2024-A Bonds shall bear interest on the cumulative Outstanding principal amount of such Series 2024-A Bonds, as set forth on the Table of Cumulative Outstanding Principal Amount, at the rate of 2.36% per annum (computed on the basis of a 360-day year of twelve 30-day months), from the later of the date principal amounts are disbursed and added to the Table of Cumulative Outstanding Principal Amount, or the most recent Interest Payment Date to which interest has been paid or duly provided for on such amounts.

(b) The Series 2024-A Bonds shall be in the aggregate principal amount of the amounts disbursed under the Loan Agreement by the Purchaser to the Issuer on the Dated Date, and the amounts subsequently disbursed to the Issuer by the Purchaser in accordance with the provisions of **Section 2.03** of the Loan Agreement, but not exceeding a cumulative Outstanding principal amount of \$20,501,902. Prior to delivery of the Series 2024-A Bonds to the Purchaser as described below, the Bond Registrar shall retain custody of the Series 2024-A Bond certificate, and the Bond Registrar shall endorse the Table of Cumulative Outstanding Principal Amount attached to the Series 2024-A Bond certificate to reflect and evidence an increase in cumulative Outstanding principal amount each time the Purchaser of the Series 2024-A Bonds disburses money to the Issuer as described above. As a prerequisite to making such endorsement, the Bond Registrar shall receive a letter from the Purchaser advising that a disbursement to the Issuer has been processed under the Loan Agreement. Each such endorsement on the Table of Cumulative Outstanding Principal Amount, and the City's acceptance of Purchase Price funds from the Purchaser, shall constitute the Bond Registrar's authentication of the issuance of Series 2024-A Bonds reflected by such endorsement and Purchase Price payment.

(c) Upon completion of the Project, as evidenced in the manner provided by **Section 2.04** of the Loan Agreement, the Bond Registrar (1) will finalize the Table of Cumulative Outstanding Principal Amount attached to the Series 2024-A Bond certificate so that the cumulative Outstanding principal amount of the Series 2024-A Bonds corresponds to the final actual amount of the Obligation, as provided in **Section 2.01** of the Loan Agreement, and finalize and amend, if necessary, the Amortization Schedule so that it reflects the same installments of principal and interest to be paid on the Obligation as set forth on the Obligation Repayment Schedule attached as **Exhibit B** to the Loan Agreement, and (2) will thereupon deliver the Series 2024-A Bond certificate to the Purchaser. The final actual amount of the Series 2024-A Bonds may be established without revision of any other terms, provisions or conditions of this Bond Resolution, other than the Table of Cumulative Outstanding Principal Amount and Amortization Schedule attached to the Series 2024-A Bond certificate.

(d) Each of the Series 2024-A 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.* The Series 2024-A Bonds shall **not** be issued as Book-Entry-Only Bonds.

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 Series 2024-A Bonds and Bond Registrar with respect to the registration, transfer and exchange of the Series 2024-A 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 Series 2024-A Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying

Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

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

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

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent. Notwithstanding the foregoing, the Series 2024-A Bond, which is a single certificate with an Amortization Schedule, principal will be paid in the same manner as interest is paid and presentation and surrender of the Series 2024-A Bond to the Paying Agent shall not be necessary until the final payment of the entire obligation evidenced by such Series 2024-A Bond.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner or (b) in the case of an interest payment to any Owner of \$1,000,000 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 therefor 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. 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 **Section 303** 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 **Section 205** hereof.

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.

Notwithstanding the foregoing, absent an Event of Default with respect to the Series 2024-A Bonds, KDHE, or its successors and assigns or its successors and assigns under **Article IV** of the Loan Agreement, shall at all times be Owner of the Series 2024-A Bonds and the Bond Registrar shall be under "Stop Transfer" orders with respect to any transfer of the Series 2024-A Bonds other than as permitted by the Bond Resolution.

Section 206. 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 or facsimile signature of the Mayor, attested by the manual 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 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 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 Paying Agent for authentication.

The Series 2024-A 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 Series 2024-A 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 Series 2024-A Bond shall be conclusive evidence that such Series 2024-A Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Series 2024-A Bond to the Purchaser upon instructions of the Issuer or its representative.

Section 207. 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 208. 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 209. Book-Entry Bonds; Securities Depository. Any series of Bonds may be issued as Book-Entry-Only Bonds. If so, such series of 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.

(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 appropriate denominations and form as provided herein.

Section 210. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 211. Calculation of Debt Service Requirements.

(a) ***Debt Service Requirements on Balloon, Put, Short-Term and Interim Indebtedness.***

(1) The principal of Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under **Section 9023** hereof, or Interim Indebtedness shall be deemed due and payable at its Stated Maturity; provided, however, that at the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal deemed payable on Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under **Section 9023** hereof, or Interim Indebtedness, shall be deemed to be payable as set forth below:

(A) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated in the third highest category (without respect to modifier) or better by any NRSRO) to refinance such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(B) If the Issuer has entered into a binding agreement providing for the deposit by the Issuer with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated in the third highest category (without respect to modifier) or better by any NRSRO), in trust (herein called a "Special Redemption Fund") of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, when due from the sums so deposited and investment earnings realized thereon, then the principal amount of the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness,

or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(C) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, other than those referred to in subsections (A) and (B) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the Owners of Bonds, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such System Indebtedness, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(D) Such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may be deemed to be Bonds which, at the date of its original incurrence, was payable over a term not to exceed twenty (20) years in equal annual installments of principal and interest at the Index Rate.

A Consultant shall deliver to the Issuer a certificate stating that it is reasonable to assume that installment obligations of such term of the Issuer can be incurred and stating the interest rate then applicable to installment obligations of such term of comparable quality. Interim Indebtedness may be deemed to be Indebtedness which, at the date of its original incurrence, would meet the conditions specified in the statement of the Consultant as required in *Section 9023*; provided that the Consultant shall for each annual period that the Debt Service Requirement is computed, provide a supplemental statement that at such period, the certifications contained in the statement are reasonable.

(2) Interest that is payable prior to the Stated Maturity of any Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness shall be considered for such appropriate period in computation of Debt Service Requirements. Interest payable at maturity or early redemption on Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may either be amortized over the anticipated maturity or such longer period as is permitted under *Section 9023* or *Section 211(a)(1)(D)* or may be treated as principal payable on the principal maturity date of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness.

(3) In measuring compliance with the applicable tests hereunder in connection with incurring Put Indebtedness and generally for purposes of determining the Debt Service Requirements relating thereto, Put Indebtedness shall be deemed to mature based upon the actual amortization requirements for the Put Indebtedness, only to the extent that the Issuer has a commitment to refinance such Put Indebtedness.

(b) ***Debt Service Requirements on Discount Indebtedness.*** At the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal and interest deemed payable on Discount Indebtedness shall be deemed to be payable as set forth below:

(1) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated in the third highest category (without respect to modifier) or better by any NRSRO) to refinance such Discount Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit,

the Discount Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(2) If the Issuer has entered into a binding agreement providing for the deposit with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated in the third highest category (without respect to modifier) or better by any NRSRO), in trust (herein called a "Special Redemption Fund") of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Discount Indebtedness, or a portion thereof, and providing for the payment of such principal amount when due from the sums so deposited, and investment earnings realized thereon, then the Discount Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(3) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Discount Indebtedness, other than those referred to in subsections (1) and (2) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the holders of Bonds, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Discount Indebtedness, the Discount Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(4) As of any time the maturity amount represented by Discount Indebtedness shall be deemed to be the accreted value of such Discount Indebtedness computed on the basis of a constant yield to maturity.

(c) ***Debt Service Requirements on Variable Rate Indebtedness.*** When calculating interest requirements on Variable Rate Indebtedness which bears a variable rate of interest for periods as to which the rate of interest has not been determined, the rate of interest on Outstanding Variable Rate Indebtedness shall be the average annual rate of interest which was payable on such Variable Rate Indebtedness during the twelve (12) months immediately preceding the date as of which the calculation is made; and the rate of interest on Variable Rate Indebtedness to be incurred (or incurred less than twelve (12) months preceding such date) shall be the average annual rate of interest which would have been payable on such Variable Rate Indebtedness had it been outstanding for a period of twelve (12) months immediately preceding the date as of which the calculation is made, as evidenced in a certificate of a Consultant, delivered to the Issuer.

Section 212. Reserved.

Section 213. Sale of the Series 2024-A Bonds. The sale of the Series 2024-A Bonds to the Purchaser is hereby ratified and confirmed. Delivery of the Series 2024-A Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Bond Resolution.

Section 214. Parity Bond Certification. The Issuer hereby represents and covenants that the Series 2024-A Bonds directed to be issued by this Resolution are so issued in full compliance with the restrictions and conditions upon which the Issuer may issue Additional Bonds which stand on a parity of lien with the Net Revenues with the Parity Bonds heretofore issued and Outstanding, as set forth and contained in the Outstanding Parity Bond Resolution, and that the Series 2024-A Bonds herein directed to be issued are so issued in all respects on a parity and equality with the Parity Bonds heretofore issued and Outstanding, except that the Series 2024-A Bonds shall not be secured by any bond reserve account.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer. The Bonds shall be subject to redemption and payment prior to their Stated Maturity, as follows:

(a) ***Optional Redemption.***

(1) *Series 2024-A Bonds.* The Series 2024-A Bonds shall be called for redemption and payment prior to their Stated Maturity, in whole, or in part, to evidence any prepayment of principal and interest on the Obligation, made pursuant to **Section 2.05(b)** of the Loan Agreement. The Redemption Date for the Series 2024-A Bonds shall be the prepayment date established in **Section 2.05(b)** of the Loan Agreement.

(2) *Additional Bonds.* Additional Bonds are subject to redemption and payment prior to Stated Maturity in accordance with the provisions of the supplemental resolution authorizing the issuance of such Additional Bonds.

(b) ***Mandatory Redemption.***

(1) *General.* The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. 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.

(2) *The Series 2024-A-Term Bonds.* There are no Series 2024-A Term Bonds.

(3) *Additional Bonds.* Additional Bonds designated as Term Bonds shall be subject to mandatory redemption in accordance with the provisions of the supplemental resolution authorizing such Additional Bonds.

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 as required in *Section 2.05(b)* of the Loan Agreement, with respect to the Obligation prepayment that corresponds to a Series 2024-A Bond redemption, and 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 a time or times meeting the requirements of the preceding sentence, 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 State Treasurer 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 any series of 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, which, with respect to the Series 2024-A Bonds, shall contain a Table of Cumulative Outstanding Principal Amount and Amortization Schedule attached to the Series 2024-A Bond certificate so that the new Outstanding principal amount of the Series 2024-A Bonds corresponds to the actual amount of the Obligation, as provided in **Section 2.05(b)** of the Loan Agreement, and as set forth on a new **Exhibit B** to the Loan Agreement. 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.

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 special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the Issuer hereby pledges said Net Revenues to the payment of the principal of and interest on the Bonds. Except for Subordinate Lien Bonds, the Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the Issuer is not pledged to the payment of the Bonds, either as to principal or interest. The Net Revenues shall constitute the Dedicated Source of Revenue pursuant to the Loan Agreement.

The Bonds shall be junior and subordinate with respect to the payment of principal and interest and in all other respects to any Permitted Loans, which are payable as Expenses of the System. The covenants and agreements of the Issuer contained herein and in the Parity Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Parity Bonds, all of which Parity Bonds shall be of equal rank and without preference or priority of one Parity Bond over any other Parity Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Parity Bonds, or otherwise, except as to rate of interest, date of maturity, and right of prior redemption, and except that the Series 2024-A Bonds shall not be secured by any bond reserve account, all as provided in this Bond Resolution. The Series 2024-A Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with any Parity Bonds, except the Series 2024-A Bonds shall not be secured by any bond reserve account. The Series 2024-A Bonds shall not have any priority with respect to the payment of principal or interest from said net income and revenues or otherwise over the Parity Bonds and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from said net income and revenues or otherwise over the Series 2024-A Bonds.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Ratification; Creation of Funds and Accounts. The following separate Funds and Accounts created and established in the treasury of the Issuer are hereby ratified and confirmed:

- (a) Water, Water Pollution Control, and Stormwater Utility Revenue Fund.
- (b) Water, Water Pollution Control, and Stormwater Utility Construction Fund.
- (c) Water, Water Pollution Control, and Stormwater Utility Renewal and Replacement Account.

So long as the Series 2014-A Bonds, Series 2016-A Bonds, Series 2017-A Bonds, Series 2018-A Bonds, Series 2019-A Bonds, Series 2020-A Bonds, Series 2021-A Bonds and Series 2023-A Bonds remain Outstanding, the Funds and Accounts referred to in this paragraph shall be administered in accordance with the provisions of the Parity Resolution pursuant to which such Parity Bonds were issued, and thereafter in accordance with this Bond Resolution.

Simultaneously with the issuance of the Series 2024-A Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Principal and Interest Account for Combined Utility Revenue Bonds, Series 2024-A.
- (b) Costs of Issuance Account for Combined Utility Revenue 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 Series 2024-A Bonds are Outstanding.

Section 502. Deposit of Series 2024-A Bond Proceeds and Other Moneys. Each disbursement by the Issuer from KDHE under the Loan Agreement will result in Purchase Price net proceeds of the Series 2024-A Bonds, and those net proceeds and certain other moneys shall be deposited as follows:

- (a) From other lawfully available funds of the Issuer, an amount to pay Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (b) The remaining balance of the proceeds derived from the Series 2024-A Bonds, in an amount not to exceed \$20,501,902, shall be deposited in the Construction Fund.

Section 503. Application of Moneys in the Construction Fund. The Issuer covenants that in constructing the Project it will perform all duties and obligations relative thereto as are now or may hereafter be imposed by the Act and the provisions of this Bond Resolution and the Loan Agreement. Moneys in the Construction Fund shall be used for the purpose of paying Project Costs, in accordance with the plans and specifications therefor prepared by the City Engineer or Consulting Engineer, heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the City Engineer or Consulting Engineer and approved by the governing body of the Issuer.

Withdrawals from the Construction Fund shall be made only when authorized by executed warrants therefore accompanied by a certificate executed by the Director of Utilities that such payment is being made for a purpose within the scope of this Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for, or if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Upon completion of the Project, any surplus of the Series 2024-A Bond proceeds, including earnings thereon, remaining in the Construction Fund shall be deposited in the Principal and Interest Account. To the extent no other available funds are held under this Bond Resolution, any moneys remaining

in the Construction Fund upon an Event of Default with respect to the Series 2024-A Bonds as set forth in subparagraph (a) or (b) of the definition of an Event of Default shall be transferred to the Principal and Interest Account and shall be used for the payment of the principal and interest on the Series 2024-A Bonds.

Section 504. Substitute Project; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other System improvements to be financed with proceeds of the Series 2024-A Bonds provided the following conditions are met: (1) the Substitute Project and the issuance of Bonds to pay the cost of the Substitute Project has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Series 2024-A Bonds to pay the Financeable Costs of the Substitute Project has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Loan Agreement will be amended to include the Substitute Project in the Loan Agreement's definition of Project, (4) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Series 2024-A Bonds to include the Substitute Project; and (5) the use of the proceeds of the Series 2024-A Bonds to pay the Financeable Cost of the Substitute Project will not adversely affect the tax-exempt status of the Series 2024-A Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Series 2024-A Bond proceeds among all Projects financed by the Series 2024-A Bonds; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Series 2024-A Bonds allocated to any Project to exceed the Financeable Costs of the Project; and (3) the reallocation will not adversely affect the tax-exempt status of the Series 2024-A Bonds under State or federal law.

Section 505. 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 30 days prior to the first Interest Payment Date, shall be transferred to the Principal and Interest Account.

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Series 2024-A Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all Gross Revenues shall as and when received be deposited into the Revenue Fund. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Bond Resolution, except as may be modified by the provisions of the Parity Resolution. The Issuer shall first pay from the Revenue Fund the Expenses of the Combined Utility System and of keeping the same in good repair and working order. After paying and providing for the payment of the Expenses, including the Permitted Loans, and any required deposits to a rebate fund as provided in Parity Resolutions, the Issuer further covenants and agrees that it will allocate, pay and credit the Net Revenues at the time in the Revenue Fund as provided in **Section 602**, in such amounts so that at all times the Issuer will have sufficient money to meet and pay the requirements of the Principal and Interest Account, and any other obligations of the Combined Utility System, on a parity with the Series 2024-A Bonds.

Section 602. Application of Moneys in Funds and Accounts. The Issuer covenants and agrees that from and after the delivery of the Series 2024-A Bonds and continuing so long as any of the Bonds

shall remain Outstanding, it will each month administer and allocate all of the Net Revenues then held in the Revenue Fund as follows:

(a) **Parity Resolutions.** The following transfers shall be made on a parity of lien basis with the transfers and requirements of the Parity Resolutions.

(1) **Principal and Interest Account.** There shall be paid and credited monthly to the Principal and Interest Account, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Series 2024-A Bonds, the following sums:

(i) Beginning with the first day of the month after the Dated Date, and continuing on the first day of each month thereafter, so long as any of the Series 2024-A Bonds remain Outstanding, an equal pro rata portion of the interest that will become due on the Series 2024-A Bonds on the next succeeding Interest Payment Date; and

(ii) Beginning on the first day of the sixth month immediately preceding the first Stated Maturity of principal of the Series 2024-A Bonds, and continuing on the first day of each month thereafter, so long as any of the Series 2024-A Bonds remain Outstanding, an equal pro rata portion of the amount of principal that will become due on the Series 2024-A Bonds on the next succeeding Stated Maturity date.

The amounts required to be paid and credited to the Principal and Interest Account pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the principal and interest accounts established for the payment of the Debt Service Requirements on Parity Bonds and Parity Obligations under the provisions of the Parity Resolution(s).

Any amounts deposited in the Principal and Interest Account in accordance with **Section 502** hereof shall be credited against the Issuer's payment obligations as set forth in subsection (a)(1)(i) of this Section.

All amounts paid and credited to the Principal and Interest Account shall be expended and used by the Issuer for the sole purpose of paying the Debt Service Requirements of the Series 2024-A Bonds as and when the same become due at Maturity and on each Interest Payment Date, and paying the related fees of the Paying Agent.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Principal and Interest Account and to the principal and interest accounts established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such principal and interest accounts in proportion to the respective principal amounts of said Parity Bonds at the time Outstanding which are payable from the moneys in said principal and interest accounts.

(2) **Bond Reserve Account.** So long as the deposits in the bond reserve accounts for Parity Bonds aggregate the Bond Reserve Requirement, no further payments into said accounts shall be required, but if the Issuer is ever required to expend and use a part of the moneys in said accounts for the purpose authorized in Parity Resolutions, and such expenditure reduces the amount of deposits in the bond reserve accounts for Parity Bonds below the Bond Reserve Requirement, or if the valuation of the such accounts as provided in **Section 701(b)** establishes that the value is below the Bond Reserve Requirement, the Issuer shall, after making all payments and credits at the time required to be made by it under the preceding provisions of this Section, make monthly payments or credits to such bond reserve accounts in such amounts as are sufficient to replenish the accounts to required balances within eighteen (18) months of the shortfall

therein. The Series 2024-A Bonds shall not be secured by any bond reserve account, as provided in this Bond Resolution

(b) ***Debt Service Accounts-Junior Lien Bonds.*** There shall next be paid and credited monthly to the debt service account(s) for any Junior Lien Bonds, to the extent necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Junior Lien Bonds. The amounts required to be paid and credited to the debt service account(s) for any Junior Lien Bonds shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Junior Lien Bonds.

(c) ***Debt Service Accounts-Subordinate Lien Bonds.*** There shall next be paid and credited monthly to the debt service account(s) for any Subordinate Lien Bonds, to the extent necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Subordinate Lien Bonds. The amounts required to be paid and credited to the debt service account(s) for any Subordinate Lien Bonds shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Subordinate Lien Bonds.

(d) ***Renewal and Replacement Account.*** After making all payments and credits from the Revenue Fund at the time required to be made under the preceding provisions, all remaining moneys in the Revenue Fund which shall not be required for the operating and maintenance of the System for the ensuing forty-five (45) day period shall be deposited into the Renewal and Replacement Account and may be used by the Issuer for any one or more of the following purposes as determined by both the Director of Utilities and the Chief Financial Officer.

- (1) to pay the cost of extraordinary repairs and maintenance of the System
- (2) for capital improvements to the System; and
- (3) to pay Expenses of the System if sufficient funds are not available in the Revenue Fund.

(e) ***Deficiency of Payments into Funds and Accounts.*** If at any time the Gross Revenues or Net Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available Gross Revenues or Net Revenues, as applicable, such payments and credits being made and applied in the order hereinbefore specified in this Section.

Section 603. Transfer of Funds to Paying Agent. The Treasurer of the Issuer is hereby authorized and directed to withdraw from the Principal and Interest Account, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Series 2024-A Bonds, as provided in **Section 602** hereof, sums sufficient to pay the principal of and interest on the Series 2024-A Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. 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. Series 2024-A Bond payments made under this **Section 603** shall be considered Obligation payments required pursuant to **Section 2.05** of the Loan Agreement, and, likewise, Obligation

payments made by the Issuer pursuant to the *Section 2.05* of the Loan Agreement shall be considered Series 2024-A Bond payments under this *Section 603*.

Section 604. 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.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposits and Investment of Moneys.

(a) 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: (1) which has a main or branch office located in the Issuer; or (2) 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.

(b) Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution 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 the Revenue Fund.

In determining the amount held in any Fund or Account under any of the provisions of this Bond Resolution, Permitted Investments shall be valued at the lower of the par value or the market value thereof. Such valuation shall be made as of the final Stated Maturity of principal of any Fiscal Year that the Bonds remain Outstanding and may be made in conjunction with redemption of any Bonds. If and when the amount held in any Fund or Account shall be in excess of the amount required by the provisions of this Bond Resolution, the Issuer shall direct that such excess be paid and credited to the Revenue Fund, except that (1) any amounts in a bond reserve account in excess of the Bond Reserve Requirement on any valuation date shall be transferred to the Principal and Interest Account, and (2) any amounts in a Common Bond Reserve Account in excess of the Common Bond Reserve Requirement on any valuation date shall be transferred proportionately to the principal and interest accounts for Common Bonds.

(c) So long as any of the Parity Bonds remain Outstanding, any investments made pursuant to this Section shall be subject to any restrictions in the Parity Resolution with respect to the Funds and Accounts created by and referred to in the Parity Resolution.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The Issuer covenants and agrees with each of the Owners of any of the Bonds that so long as any of the Bonds remain Outstanding and unpaid it will comply with each of the following covenants:

Section 801. Efficient and Economical Operation. The Issuer will continuously own and will operate the System as a revenue producing facility in an efficient and economical manner and will keep and maintain the same in good repair and working order.

Section 802. Rate Covenant. The Issuer, in accordance with and subject to applicable legal requirements, will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the System, including all extensions, improvements and enlargements thereto hereafter constructed or acquired by the Issuer, as will produce Gross Revenues sufficient to (a) pay the Expenses; (b) pay the Debt Service Requirements on the Bonds and Additional Obligations as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) enable the Issuer to have a Debt Service Coverage Ratio of not less than 1.25 on all Parity Bonds and Parity Obligations at the time Outstanding, a Debt Service Coverage Ratio as set forth in the bond resolution for any Junior Lien Bonds at the time Outstanding, and a Debt Service Coverage Ratio as set forth in the bond resolution on any Subordinate Lien Bonds at the time Outstanding; and (d) provide reasonable and adequate reserves for the payment of the Bonds and Additional Obligations and the interest thereon and for the protection and benefit of the System as provided in this Bond Resolution, provided, however, that such rates, fees and charges of the water, water pollution control and stormwater utilities shall not be set or otherwise established so that the rates, fees or charges of one such division subsidize the other. The Issuer will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. As soon as possible after the end of each Fiscal Year, the annual audit and report made for such Fiscal Year pursuant to provisions of this Bond Resolution shall be presented to and considered by the Issuer's governing body and if it shall appear that an increase in existing rates, fees or charges for the services of the Combined Utility System is necessary in order to satisfy the obligations of the Issuer under provisions of this Bond Resolution, the governing body of the Issuer shall promptly make such increase and shall cause the same to be effective within ninety (90) days thereafter. If prior to the end of a then current Fiscal Year, any interim operating statements of the Combined Utility System shall indicate that an increase in the existing rates, fees or charges is necessary to satisfy the obligations of the Issuer under provisions of this Bond Resolution, the governing body of the Issuer shall promptly make such increase and shall cause the same to be effective within ninety (90) days thereafter.

Section 803. Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user without a reasonable charge being made therefor.

Section 804. Restrictions on Mortgage or Sale of System. The Issuer will not mortgage, pledge or otherwise encumber the System or any part thereof, nor will it sell, lease or otherwise dispose of the System or any material part thereof; provided, however, the Issuer may:

(a) So long as any of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding, dispose of any property which has become obsolete and non-productive or otherwise unusable to the advantage of the Issuer, and any cash proceeds derived from the Issuer's sale of such property shall be used by the Issuer to improve, extend or enlarge the System; and

(b) When none of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding:

(1) sell at fair market value any portion of the System which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the System, and in the event of sale, the Issuer will apply the proceeds to either (i) redemption of Outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of Stated Maturity, or (ii) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the System as hereinbefore provided;

(2) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer;

(3) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with *Article IX* hereof; or

(4) sell, lease or convey all or substantially all of the System to another entity or enter into a management contract with another entity if:

(i) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Code § 501(c)(3), and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding Permitted Loans or Bonds according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Bond Resolution;

(ii) If there remains unpaid any Permitted Loans or Bonds which bear interest that is not includable in gross income under the Code, the Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such Permitted Loans or Bonds, would not cause the interest payable on such Permitted Loans or Bonds to become includable in gross income under the Code;

(iii) The Issuer receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Bond Resolution;

(iv) Such transferee entity possesses such licenses to operate the System as may be required if it is to operate the System; and

(v) The Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

Section 805. Insurance. The Issuer will carry and maintain a reasonable amount of all risk insurance upon the properties forming part of the System insofar as they are of an insurable nature, the amount of such insurance being the amount as would normally be carried by a municipal corporation engaged in a similar type of utility enterprise. In the event of loss or damage, the Issuer, with all reasonable dispatch, will use the proceeds of such insurance to reconstruct and replace the property damaged or destroyed or, if such reconstruction or replacement be unnecessary, then either improve, extend or enlarge

the System or to redeem or purchase in the open market the Outstanding Bonds. The Issuer in operating the System will carry and maintain public liability and worker's compensation insurance in such amounts as would normally be maintained by a municipal corporation engaged in a similar type of utility enterprise, provided, however, the amount of such liability insurance shall be in amounts not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the State's tort claims act or other similar future law (currently \$500,000 per occurrence). The proceeds derived from any of such public liability and worker's compensation policies shall be used in paying the claims on the account of which such proceeds were received. Notwithstanding the foregoing, the Issuer may, under applicable law, elect to be self-insured for all or any part of the foregoing requirements if (a) the Issuer annually obtains a written evaluation with respect to such self-insurance program from an Insurance Consultant, (b) the evaluation is to the effect that the self-insurance program is actuarially sound, (c) unless the evaluation states that such reserves are not necessary, the Issuer deposits and maintains adequate reserves for the self-insurance program with a corporate trustee, who may also be the Paying Agent, and (d) in the case of workers' compensation, adequate reserves created by the Issuer for such self-insurance program are deposited and maintained in such amount and manner as are acceptable to the State. The cost of all insurance referred to in this paragraph, including Insurance Consultant fees and expenses, shall be paid as an operating Expense out of the Gross Revenues of the Combined Utility System.

Section 806. Books, Records and Accounts. The Issuer will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the Issuer) in which complete and correct entries will be made of all dealings and transactions of or in relation to the properties, business and affairs of the System. Such accounts shall show the amount of revenues received from the System, the application of such funds, and all financial transactions in connection therewith. Said books shall be kept by the Issuer according to standard accounting practices as applicable to the operation of municipal utilities.

Section 807. Annual Budget. Prior to the commencement of each Fiscal Year, the Issuer will cause to be prepared and filed with the Clerk a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year. Said annual budget shall be prepared in accordance with the requirements of the laws of the State and shall contain all information that is required by such laws, including:

- (a) An estimate of the Gross Revenues from the System during the next ensuing Fiscal Year.
- (b) A statement of the estimated Expenses during the next ensuing Fiscal Year.
- (c) A statement of any anticipated unusual Expenses for the System during the next Fiscal Year.
- (d) A statement of any necessary repairs or replacements to the System which may be anticipated during the next Fiscal Year.
- (e) A statement of the amount of Debt Service Requirements to be paid on Outstanding Bonds and Additional Obligations to be paid from Net Revenues during the next Fiscal Year.
- (f) A statement of the estimated Net Revenues during the next Fiscal Year.

Section 808. Annual Audit. Annually, as soon as possible after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements System for the preceding Fiscal Year by an Independent Accountant to be employed for that purpose and paid from the Gross Revenues. Said annual

audit shall cover in reasonable detail the operation of the System during such Fiscal Year. The report of said annual audit shall include:

(a) a classified statement of the Gross Revenues received, of Expenses for operation and maintenance, of expenditures for all other purposes, and the amount of any capital expenditures made from such Gross Revenues made during the Fiscal Year;

(b) A complete balance sheet as of the end of each Fiscal Year with the amount on hand at the end of such Fiscal Year in each of the Funds and Accounts created by and referred to in this Bond Resolution;

(c) a statement showing gain or loss for such Fiscal Year;

(d) a statement of the Bonds redeemed, purchased or paid during the preceding Fiscal Year, and a statement of all interest paid during such year on the Bonds;

(e) A statement of the number of customers served by the System at the beginning and the end of such Fiscal Year;

(f) A statement showing the amount and character of the insurance carried on the property constituting the System and showing the names of the insurers, the expiration dates of the policies and the premiums thereon;

(g) the opinion of the Independent Accountant as to whether or not the Issuer is meeting the requirements of **Section 802** of this Bond Resolution by maintaining and collecting adequate rates, fees and charges for System services furnished by the Issuer; and

(h) Such remarks and recommendations regarding the practices and procedures of operating the System and its accounting practices as said Independent Accountant may deem appropriate.

Within 30 days after the completion of each such annual audit, a copy of the report of thereof shall be filed in the office of the Clerk. Such audit reports shall at all times during the usual business hours be open to the examination and inspection by any user of the services of the System, any Owner of any of the Bonds, or by anyone acting for or on behalf of such user or Owner.

As provided in **Section 802** hereof, as soon as possible after the completion of the annual audit, the governing body of the Issuer shall review the report of such audit, and if the audit report discloses that proper provision has not been made for all of the requirements of this Bond Resolution and the Bond Act, the Issuer will promptly cure such deficiency and will promptly proceed to modify the rates and charges to be charged for the use and services furnished by the System or take such other action as may be necessary to adequately provide for such requirements.

Section 809. Internal Rate Review. The Issuer shall semiannually conduct an internal rate review for the purpose of determining the sufficiency of the water, water pollution control and stormwater utility rates and charges of the Issuer, in view of the covenants herein and heretofore made.

Section 810. Payments in Lieu of Taxes. As long as the Bonds are Outstanding, any payments in lieu of taxes made to the Issuer from the Net Revenues of the System shall not exceed an amount based on the method currently in effect in the Issuer, such method being based on the net value of the equity of the Issuer in the System located within the corporate limits of the Issuer. Further, such payment in lieu of taxes will not be made if the Issuer is in default in paying the Debt Service Requirements on any Parity

Bonds or Parity Obligations, or if such payment would cause the Issuer to default in the payment of the Debt Service Requirements on the Parity Bonds or Parity Obligations.

Section 811. Performance of Duties and Covenants. The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the System now or hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Bond Resolution.

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Senior Lien Bonds. Other than Permitted Loans, the Issuer covenants and agrees that so long as any of the Parity Bonds remain Outstanding, the Issuer will not issue any Bonds or Additional Obligations payable out of the Gross Revenues or which is superior to the Parity Bonds with respect to the lien on the Net Revenues.

Section 902. Additional Permitted Loans. Except as hereinafter provided, the Issuer hereby covenants and agrees that so long as any of the Parity Bonds remain Outstanding and unpaid, it will not issue or incur any Permitted Loans payable out of the Gross Revenues of the System that are superior in lien and security to the Parity Bonds and Parity Obligations unless each of the following conditions are met:

(a) The Issuer shall not be in default in making any of the payments at the time required to be made in connection with any outstanding Permitted Loans or into the respective Funds or Accounts created to or referred to in this Bond Resolution, or the performance of any covenant contained therein.

(b) The Debt Service Coverage Ratio shall be not less than 1.25.

(c) In addition, the Projected Debt Service Coverage Ratio shall be not less than 1.25

Section 903. Parity Bonds and Parity Obligations. Except as hereinafter provided, the Issuer hereby covenants and agrees that so long as the Series 2024-A Bonds remain outstanding and unpaid it will not issue any Additional Bonds or Parity Obligations payable out of the Net Revenues of the System which stand on a parity or equality with the Parity Obligations and the Parity Bonds unless each of the following conditions is met:

(a) The Issuer shall not be in default in making any of the payments at the time required to be made by it into the respective Funds or Accounts created or referred to in this Bond Resolution or any Parity Resolution, or in performance of any covenant contained herein or therein.

(b) The Issuer shall deliver the following:

(1) **Long-Term Indebtedness.** A certificate signed by the Issuer evidencing the following:

(i) The Debt Service Coverage Ratio shall be not less than 1.25.

(ii) In addition, the Projected Debt Service Coverage Ratio shall be not less than 1.25, provided that if the issuance of the proposed Additional Bonds or Parity Obligations shall not increase the Debt Service Requirements on all Parity Bonds and

Parity Obligations, including any Additional Bonds or Parity Obligations proposed to be issued, in any Fiscal Year, the requirement of this subsection (ii) shall be inapplicable.

(2) **Short-Term Indebtedness.** For so long as any of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding, the following provision shall not be applicable, but thereafter:

A certificate signed by the Issuer evidencing any **one** of the following:

(i) The principal amount of all Outstanding Short-Term Indebtedness does not exceed 15% of the Gross Revenues for the most recently ended Fiscal Year for which financial information is available from the Independent Accountant;

(ii) The Short-Term Indebtedness could be incurred under **subsection (b)(1)** hereof assuming it was Long-Term Indebtedness.

(iii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Short-Term Indebtedness prior to its Stated Maturity in compliance with the provisions of this Section and the conditions described in **subsection (b)(1)** are met with respect to such Short-Term Indebtedness when it is assumed that such Short-Term Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Short-Term Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(3) **Interim Indebtedness.** For so long as any of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding, the following provision shall not be applicable, but thereafter:

A certificate signed by the Issuer evidencing **either** of the following:

(i) The Interim Indebtedness could be incurred under **subsection (b)(1)** hereof assuming it was Long-Term Indebtedness.

(ii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Interim Indebtedness prior to its Stated Maturity in compliance with the provisions of this Section and the conditions described in **subsection (b)(1)** are met with respect to such Interim Indebtedness when it is assumed that such Interim Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Interim Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(c) When the issuance of Bonds of equal stature and priority is permitted by the Statutes of the State.

(d) With respect to the issuance of Additional Bonds proposed to be issued as Parity Bonds, an additional deposit to a bond reserve account shall be made to bring the aggregate deposits in bond reserve accounts for Parity Bonds to an amount equal to the Bond Reserve Requirement. In addition, if the Issuer receives an opinion of Bond Counsel to the effect that the Bond Reserve Requirement must be reduced in connection with the issuance of Additional Bonds as Parity Bonds in order that the amounts on deposit in bond reserve accounts may continue to be invested without yield restriction under the Code, the amount held in such bond reserve account or accounts shall be reduced in conformity with said opinion. Notwithstanding the foregoing, when none of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding, or if the Additional Bonds proposed to be issued are to secure and evidence a loan provided by KDHE to the Issuer pursuant to a Loan Agreement between KDHE and the Issuer, which loan is not a Permitted Loan and which loan is insured by a municipal bond insurance policy that guarantees the payments when due on such loan, the Issuer may choose to not apply the provisions of the immediately preceding sentence and instead specify that any Additional Bonds be secured by a Series Bond Reserve Account, or no bond reserve account, and any such Series Bond Reserve Account must be funded at the Series Bond Reserve Requirement and may secure only such Additional Bonds proposed to be issued.

(e) The ordinance and/or resolution authorizing such Bonds shall contain or provide for substantially the same terms, conditions, covenants and procedures as established in this Bond Resolution.

(f) So long as any Series 2024-A Bonds remain Outstanding, when the requirements of *Section 2.07* of the Loan Agreement are met.

When none of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding, and notwithstanding the foregoing restrictions, Additional Bonds may be issued under this Section if it is necessary: (1) in the opinion of the Consulting Engineer to do so to repair the System if damaged or destroyed by disaster to such extent necessary to keep it in good operating condition; or (2) in the opinion of the Issuer's legal counsel to remedy any deficiency of the System relating to environmental pollution matters or to comply with the requirements of any governmental agency having jurisdiction over the Issuer with respect thereto.

Additional Bonds or Parity Obligations issued under the conditions set forth in this Section shall stand on a parity with the Parity Bonds and Parity Obligations and shall enjoy complete equality or lien on and claim against the Net Revenues, and the Issuer may make equal provision for paying the Debt Service Requirements on such Bonds or Parity Obligations out of the Revenue Fund and may likewise provide for the creation of reasonable principal and interest accounts and bond reserve accounts for the payment of the Debt Service Requirements on such Bonds or Parity Obligations and the interest thereon out of moneys in the Revenue Fund.

Section 904. Junior Lien Bonds. Nothing in this Article shall prohibit or restrict the right of the Issuer to issue Junior Lien Bonds for any lawful purpose in connection with the operation of and benefiting the System and to provide that the Debt Service Requirements on such Junior Lien Bonds shall be payable out of the Net Revenues, provided at the time of the issuance of such Junior Lien Bonds the Issuer is not in default in the performance of any covenant or agreement contained in the Parity Resolution (unless such Bonds shall be issued to cure such default and shall be junior and subordinate to the Parity Bonds) so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Bonds, or if the Issuer is in default in making debt service, operation and maintenance or bond reserve account deposits or payments required to be made by it under the Parity Resolution, the Issuer shall make no payments of either principal of or interest on said Junior Lien Bonds until said default or defaults be cured.

Section 905. Subordinate Lien Bonds. Nothing in this Article shall prohibit or restrict the right of the Issuer to issue Subordinate Lien Bonds for any lawful purpose in connection with the operation of and benefiting the System and to provide that the Debt Service Requirements on such Subordinate Lien Bonds shall be payable out of the Net Revenues, provided at the time of the issuance of such Subordinate Lien Bonds the Issuer is not in default in the performance of any covenant or agreement contained in the Parity Resolution (unless such Bonds shall be issued to cure such default and shall be junior and subordinate to the Parity Bonds and Junior Lien Bonds) so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Bonds and Junior Lien Bonds, or of the Issuer is in default in making debt service, operation and maintenance or bond reserve account deposits or payments required to be made by it under the Parity Resolution, the Issuer shall make no payments of either principal or interest on said Subordinate Lien Bonds until said default or defaults be cured. Such Subordinate Lien Bonds may also constitute general obligations of the Issuer.

Section 906. Refunding Bonds. When none of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding, the Issuer shall have the right, without complying with the provisions of *Section 9023* hereof:

(a) to issue Refunding Bonds for the purpose of refunding any complete series then Outstanding of the Bonds under the provisions of any law then available, and the Refunding Bonds so issued shall enjoy complete equality of pledge as did the Bonds that was refunded;

(b) to issue Refunding Bonds for the purpose of refunding any partial series then Outstanding of the Bonds under the provisions of any law then available, and the Refunding Bonds so issued shall enjoy complete equality of pledge as did the Bonds that was refunded; provided such Refunding Bonds must produce debt service payment savings in total and provided that such consent is not needed from Owners of Subordinate Lien Bonds or Junior Lien Bonds.

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Remedies. The provisions of this 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.

The Issuer hereby directs the Paying Agent to notify the Owners of any Event of Default of which it has actual notice.

Section 1002. 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 of any series shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the Funds and Accounts 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 Owners of such Outstanding Bonds.

Section 1003. 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 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.

Section 1004. No Obligation to Levy Taxes. Nothing contained in this Bond Resolution shall be construed as imposing on the Issuer any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

Section 1005. Control of Remedies Upon an Event of Default and Event of Insolvency. Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer for the Obligation, provided the Bond Insurance Policy for the Obligation is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners of the Series 2024-A Bonds under this Bond Resolution.

Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Series 2024-A Bonds absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring the Obligation under the Loan Agreement.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. When any or all of the Series 2024-A 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 Net Revenues hereunder and all other rights granted hereby shall terminate with respect to the Series 2024-A Bonds or scheduled interest payments thereon so paid and discharged. The Series 2024-A 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 Series 2024-A 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 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 Series 2024-A Bonds, no such satisfaction shall occur until: (a) the Issuer has elected to redeem such Series 2024-A 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 **Section 303** of this Bond Resolution. 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 Series 2024-A 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 Series 2024-A 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.

Amounts paid by the Bond Insurer under the Insurance Policy defined in the Loan Agreement shall not be deemed paid for purposes of the Loan Agreement and this Bond Resolution, and the Obligation Repayments and corresponding Series 2024-A Bonds relating to such repayments shall remain Outstanding and continue to be due and owing until paid by the Issuer in accordance with the Loan Agreement. The Loan Agreement and this Bond Resolution shall not be discharged unless all amounts due or to become due to the Bond Insurer for the Obligation have been paid in full or duly provided for. The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Obligation, become subrogated to the rights of the Owners of the Series 2024-A Bonds in accordance with the terms of the Insurance Policy for the Obligation. Each obligation of the Issuer to the Bond Insurer under this Bond Resolution and the Series 2024-A Bonds shall survive discharge or termination of this Bond Resolution and the Series 2024-A Bonds.

ARTICLE XII

RESERVED

ARTICLE XIII

RESERVED

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. 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 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;
- (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; or
- (e) permit the creation of a lien on the Gross Revenues prior or equal to the lien of the Parity Bonds.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Project, to reallocate proceeds of the Bonds among Project, to provide for Substitute Project, 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. Copies of any amendments shall be provided to the applicable NRSO at least 10 days prior to the effective date thereof.

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 of the Issuer 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 resolution or ordinance, 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 resolution or ordinance 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 resolution or ordinance 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. Copies of any amendments shall be filed on EMMA at least 10 days prior to the effective date thereof.

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 1402. 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.

(c) 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: (i) duly mailed by registered or certified mail, postage prepaid; or (ii) 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 of the Series 2024-A Bonds 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: (iii) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (iv) 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 1403. Bond Insurance. Notwithstanding any other provision of this Bond Resolution to the contrary, the Bond Insurer shall be deemed to be the sole Owner of the Obligation and corresponding Series 2024-A Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Series 2024-A Bonds are entitled to take pursuant to the Loan Agreement or this Bond Resolution pertaining to defaults and remedies.

In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Bond Resolution would adversely affect the security for the Series 2024-A Bonds or the rights of the Owner of the Series 2024-A Bonds, the effect of any such amendment, consent, waiver, action or inaction shall be considered as if there were no Insurance Policy.

Section 1404. Inconsistent Provisions. In case any one or more of the provisions of this Bond Resolution or of the Series 2024-A Bonds issued hereunder shall for any reason be inconsistent with the provisions of any Parity Resolution or any Parity Bonds: (a) the provisions of any Parity Resolution adopted prior to this Bond Resolution shall prevail with respect to Parity Bonds issued prior in time, so long as such Parity Bonds are Outstanding; and (b) the provisions of this Bond Resolution shall prevail with respect to any Parity Resolution adopted subsequent to the Bond Resolution, so long as any Parity Bonds issued under this Bond Resolution are Outstanding.

Section 1405. Electronic Transactions. The issuance of the Series 2024-A Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1406. 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 1407. 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 1408. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1409. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on May 7, 2024.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of Resolution No. ____ (the "Bond Resolution") of the City of Topeka, Kansas, adopted by the governing body on May 7, 2024, as the same appears of record in my office, and that the Bond Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: May 7, 2024.

Clerk

EXHIBIT A

(FORM OF SERIES 2024-A BONDS)

**REGISTERED
NUMBER** _____

**REGISTERED
\$** _____

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SHAWNEE
CITY OF TOPEKA
COMBINED UTILITY REVENUE BOND
SERIES 2024-A**

Interest **Maturity** **Dated** **CUSIP:**
Rate: 2.36% **Date:** **Date:** _____

REGISTERED OWNER: KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

PRINCIPAL AMOUNT: NOT TO EXCEED TWENTY MILLION FIVE HUNDRED AND ONE THOUSAND NINE HUNDRED AND TWO DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Topeka, in the County of Shawnee, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above, or such other lesser amount as set forth on Table of Cumulative Outstanding Principal Amount attached hereto, in the amounts and on the Stated Maturities set forth on such Amortization Schedule printed hereon, unless called for redemption prior to the Stated Maturities, and to pay interest on the cumulative Outstanding principal amount on this Bond, as set forth on the Table of Cumulative Outstanding Principal Amount attached hereto, at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the later of the date principal amounts are disbursed and added to the Table of Cumulative Outstanding Principal Amount, or the most recent date to which interest has been paid or duly provided for on such amounts, payable semiannually on March 1 and September 1 of each year, commencing on the first of such dates that follows the Dated Date (the "Interest Payment Dates"), until the Principal Amount has been paid. This Series 2024-A Bond is issued as a single certificate in the denomination of the Principal Amount described above, or the Outstanding declining principal balance thereof, as shown on the Amortization Schedule, whichever is less. The final actual amount of this Series 2024-A Bond may be established without revision of any other terms, provisions or conditions of this Bond Resolution, other than the Table of Cumulative Outstanding Principal Amount and Amortization Schedule attached to this Series 2024-A Bond certificate.

Method and Place of Payment. The principal or redemption price of this Series 2024-A Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Series 2024-A Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Series 2024-A Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). Notwithstanding the foregoing, principal of this single Series 2024-A Bond will be paid in the same manner as interest is paid and presentation and surrender of this Bond to the Paying Agent shall not be necessary until the final payment of the entire obligation evidenced by this Series 2024-A Bond. The interest payable on this Series 2024-A Bond on any Interest Payment Date shall be paid to the person

in whose name this Series 2024-A Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner or, (b) in the case of an interest payment to any Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2024-A Bonds, by electronic transfer to such Registered Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Series 2024-A Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

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

ADDITIONAL PROVISIONS OF THIS SERIES 2024-A BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Series 2024-A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Series 2024-A Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation, and that provision has been duly made for the collection and segregation of the Gross Revenues of the combined water, water pollution control and stormwater utility facilities of the Issuer (the "System") and for the application of the same as provided in the hereinafter defined Bond Resolution.

IN WITNESS WHEREOF, the Issuer has caused this Series 2024-A Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF TOPEKA, KANSAS

(Facsimile Seal)

_____ (facsimile)

Mayor

ATTEST:

By _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Series 2024-A Bond is one of a series of Combined Utility Revenue Bonds, Series 2024-A, of the City of Topeka, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

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

By _____

Registration Number: _____

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Series 2024-A Bonds. This Series 2024-A Bond is one of an authorized series of bonds of the Issuer designated “Combined Utility Revenue Bonds, Series 2024-A,” aggregating the principal amount of \$20,501,902 (the “Series 2024-A Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Series 2024-A Bonds and the Resolution of the Issuer prescribing the form and details of the Series 2024-A Bonds (collectively, the “Bond Resolution”), including for the purpose of securing a loan (the “Obligation”) made by the Kansas Department of Health and Environment to the Issuer pursuant to the terms of the Loan Agreement for KWPCRF Project No.: C20 3069 01 (the “Loan Agreement”), between the Kansas Department of Health and Environment, acting on Behalf of the State of Kansas, and the Issuer. The Series 2024-A Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-620 *et seq.*, and K.S.A. 10-1201 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

Special Obligations. The Series 2024-A Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the taxing power of the Issuer is not pledged to the payment of the Series 2024-A Bonds either as to principal or interest. The Series 2024-A Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The Series 2024-A Bonds shall be junior and subordinate with respect to the payment of principal and interest and in all other respects to the Permitted Loans, which are payable as Expenses of the System. The Series 2024-A Bonds stand on a parity and are equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with the Issuer’s Combined Utility Improvement and Refunding Revenue Bonds, Series 2014-A, Combined Utility Improvement and Refunding Revenue Bonds, Series 2016-A, Combined Utility Revenue Bonds, Series 2017-A, Combined Utility Revenue Bonds, Series 2018-A, Combined Utility Improvement and Refunding Revenue Bonds, Series 2019-A, Combined Utility Improvement and Refunding Revenue Bonds, Series 2020-A, Combined Utility Improvement and Refunding Revenue Bonds, Series 2021-A, and

Combined Utility Revenue Bonds, Series 2023-A, except the Series 2024-A Bonds shall not be secured by any bond reserve account. ***Under the conditions set forth in the Bond Resolution, the Issuer has the right to issue Additional Bonds and Parity Obligations payable from the same source and secured by the Net Revenues on a parity with said Net Revenues; provided, however, that such Additional Bonds and Parity Obligations may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Bond Resolution.***

The Issuer hereby covenants and agrees with the Registered Owner of this Series 2024-A Bond that it will keep and perform all covenants and agreements contained in the Bond Resolution, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce Net Revenues sufficient to pay the costs of operation and maintenance of the System, pay the principal of and interest on the Series 2024-A Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Bond Resolution for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the Gross Revenues, the nature and extent of the security for the Series 2024-A Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

Redemption Prior to Maturity. The Series 2024-A Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Transfer and Exchange. This Series 2024-A Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Series 2024-A Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Series 2024-A Bond or Series 2024-A Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Series 2024-A Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Series 2024-A Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Series 2024-A Bonds are issued in fully registered form in Authorized Denominations. Notwithstanding the foregoing, absent an Event of Default with respect to the Series 2024-A Bonds, the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, or its successors and assigns under the Loan Agreement, shall at all times be the Registered Owner of the Series 2024-A Bonds and the Bond Registrar shall be under "Stop Transfer" orders with respect to any transfer of the Series 2024-A Bonds other than as permitted by the Bond Resolution.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Series 2024-A Bonds:

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

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Series 2024-A Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Series 2024-A Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SHAWNEE)

The undersigned, Clerk of the City of Topeka, Kansas, does hereby certify that the within Series 2024-A Bond has been duly registered in my office according to law as of May _____, 2024.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)

Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Series 2024-A Bond has been filed in the office of the State Treasurer, and that this Series 2024-A Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
(facsimile)

Treasurer of the State of Kansas

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

<u>Date</u>	Principal Amount <u>Advanced</u>	Cumulative Outstanding <u>Principal Amount</u>	Notation <u>Made By</u>
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AMORTIZATION SCHEDULE

City of Topeka SRF Loan Project Proceedings

Project	Description	Amount	Authorizing Documents
291105.00	2021 WW Forcemain	\$ 5,000,000	2021 CIP - Res. # 9174-A, NOI #9175
291061.00	Grant/Jefferson Pump Station Rehab	\$ 10,321,000	2017 CIP -Res. # 8755, NOI # 8756; Contracts 46571, 47603, 48928; Ord 20188
291091.00	Oakland WWTP Sludge Thickening	\$ 9,008,720	2022 CIP - Res. # 9226, NOI # 9227; Contract 48817
291144.00	2024 Sanitary Sewer Force Main Replacement Program	\$ 4,794,792	2024 CIP - Res. # 9425, NOI # 9426
291140.00	2024 Wastewater Pump Station Rehab & Replace	\$ 2,000,000	2016 CIP - Res. # 8673, NOI #8674
291131.00	2025 Sanitary Sewer Force Main Replacement Program	\$ 3,589,753	2023 CIP- Res. # 9318, 2025 funding, not on NOI
291129.00	2025 Wastewater Lining & Replacement Program	\$ 1,120,000	2023 CIP- Res. # 9318, 2025 funding, not on NOI
291145.00	Sanitary Sewer Interceptor Maintenance and Rehab Pro	\$ 1,350,000	2023 CIP- Res. # 9318, cash funded, not on NOI

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF TOPEKA, KANSAS
HELD ON MAY 7, 2024**

The Governing Body (the "Governing Body") met in regular session at the usual meeting place in the City, at 6:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION INTRODUCED BY ACTING CITY MANAGER RICHARD NIENSTADT PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF NOT TO EXCEED \$20,501,902 AGGREGATE PRINCIPAL AMOUNT OF COMBINED UTILITY REVENUE BONDS, SERIES 2024-A, OF THE CITY OF TOPEKA, 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.

Thereupon, Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the Governing Body as follows:

Yea: _____

Nay: _____

Thereupon, the Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. ____ and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Topeka, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. ____

OF

THE CITY OF TOPEKA, KANSAS

ADOPTED

MAY 7, 2024

**NOT TO EXCEED \$20,501,902
COMBINED UTILITY REVENUE BONDS
SERIES 2024-A**

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RESOLUTION NO. ____

A RESOLUTION INTRODUCED BY ACTING CITY MANAGER RICHARD NIENSTADT PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF NOT TO EXCEED \$20,501,902 AGGREGATE PRINCIPAL AMOUNT OF COMBINED UTILITY REVENUE BONDS, SERIES 2024-A, OF THE CITY OF TOPEKA, 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 Series 2024-A Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Series 2024-A Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, in the Parity Resolution and in the Loan Agreement, 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. 10-1201 *et seq.*, all as amended and supplemented from time to time.

“Additional Bonds” means any bonds secured by the Net Revenues hereafter issued pursuant to *Article IX* hereof.

“Additional Obligations” means any leases or other obligations of the City payable from the Gross Revenues or Net Revenues, including Parity Obligations, other than Permitted Loans and the Bonds.

“Amortization Schedule” means the schedule that sets forth the principal and interest payments on the Series 2024-A Bonds, as may be amended, and which is printed on each Series 2024-A Bond certificate, which schedule shall reflect the same installments of principal and interest to be paid on the Obligation as set forth on the Obligation Repayment Schedule attached as *Exhibit B* to the Loan Agreement

“Authorized Denomination” means, with respect to the Series 2024-A Bonds, \$5,000 and any multiple of \$.01 in excess thereof.

“Balloon Indebtedness” means Long-Term Indebtedness, 25% or more of the original principal amount of which becomes due (either by maturity or mandatory redemption) during any consecutive twelve-month period if such principal amount becoming due is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period.

“Beneficial Owner” of Bonds includes any Owner of Bonds and any other Person who, directly or indirectly has the investment power with respect to any such 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 Insurer” means (a) with respect to the Obligation, Assured Guaranty Municipal Corp., New York, New York, and (b) with respect to any series of Bonds, the entity set forth in the resolution authorizing such Bonds.

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

“Bond Reserve Requirement” means an amount equal to Maximum Annual Debt Service attributable to the Parity Bonds, except Series 2024-A Bonds, provided, however, that the Bond Reserve Requirement may not exceed the least of (a) 125% of the average annual Debt Service Requirements for the Parity Bonds, except Series 2024-A Bonds, over the term of all such bonds, (b) the aggregate of 10% of the original stated principal amount of each Series of Parity Bonds, except Series 2024-A Bonds, or (c) the Maximum Annual Debt Service for all Parity Bonds, except Series 2024-A Bonds, during any Fiscal Year. If the aggregate initial offering price of any series of Bonds to the public is less than 98% or more than 102% of par, such offering price shall be used in clause (a) in lieu of the stated principal amount. When calculating the Bond Reserve Requirement in conjunction with the issuance of the Bonds described in **Section 906** hereof, the debt service of refunded and defeased Bonds shall be deducted and disregarded in said calculations.

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

“Bond Registrar” means: (a) with respect to the Series 2024-A Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Bond Registrar in the supplemental resolution authorizing such Additional Bonds.

“Bond Resolution” means this resolution relating to the Series 2024-A Bonds, and any supplemental resolution authorizing any Additional Bonds.

“Bonds” means the Series 2014-A Bonds, Series 2016-A Bonds, Series 2017-A Bonds, Series 2018-A Bonds, Series 2019-A Bonds, Series 2020-A Bonds, Series 2021-A Bonds, Series 2021-B Bonds, Series 2023-A Bonds, Series 2024-A Bonds, and any Additional Bonds.

“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 Topeka, Kansas.

“**City Engineer**” means the person serving as the city engineer as defined in Section 2-148 of the Code of the City.

“**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.

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

“**Common Bond Reserve Account**” means a Common Bond Reserve Account designated as such under any Parity Resolution under which any Parity Bonds are issued and may contain a separate Bond Reserve Account for any one or more series of Parity Bonds.

“**Common Bond Reserve Requirement**” means, as of any date of calculation, after the Series 2014-A Bonds, Series 2016-A Bonds and Series 2017-A Bonds are no longer Outstanding, with respect to the Covered Bonds, an amount equal to the least of (a) 10% of the aggregate original principal amount (or “issue price,” as computed for federal income tax purposes, if original issuance premium or discount is greater than 2%) of the Covered Bonds, (b) Maximum Annual Debt Service on the Covered Bonds, and (c) 125% of the average annual Debt Service Requirements on the Covered Bonds.

“**Construction Fund**” means the Water, Water Pollution Control and Stormwater Utility Construction Fund ratified pursuant to *Article V* hereof.

“**Consultant**” means the Consulting Engineer, the Independent Accountant, or an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by the Bond Resolution.

“**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 utilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by the Bond Resolution.

“**Costs of Issuance**” means all costs of issuing any series of Bonds, including 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 financial ratings on any series of Bonds, and any premiums or expenses incurred in obtaining any credit enhancement.

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

“**Covered Bond**” or “**Covered Bonds**” means all series of Parity Bonds with respect to which the Issuer under any Parity Resolution under which any Parity Bonds are issued has specified that such series of Parity Bonds will be secured by the Common Bond Reserve Account.

“**Dated Date**” means the effective date of the Loan Agreement.

“Debt Service Coverage Ratio” means: (a) with respect to the covenants contained in *Section 802* hereof, the ratio determined by dividing (i) a numerator equal to the Net Revenues for each Fiscal Year, as reflected by information provided by the Independent Accountant, by (ii) a denominator equal to the applicable Debt Service Requirements for the next succeeding Fiscal Year, provided that with respect to the Debt Service Coverage Ratio on Parity Bonds and Parity Obligations, Debt Service Requirements on Junior Lien Bonds and Subordinate Lien Bonds shall be disregarded; and further provided that with respect to the Debt Service Coverage Ratio on Junior Lien Bonds, the Debt Service Requirements on Subordinate Lien Bonds shall be disregarded; (b) with respect to the covenants contained in *Section 902(b)* hereof, the ratio determined by dividing (i) a numerator equal to the Net Revenues for the Fiscal Year next preceding the issuance of additional Permitted Loans, as reflected by information provided by the Independent Accountant, by (ii) a denominator equal to the Maximum Annual Debt Service on all Parity Bonds and Parity Obligations in the then current or any succeeding Fiscal Year; and (c) with respect to the covenants contained in *Section 903(b)(1)(i)* hereof, the ratio determined by dividing (i) a numerator equal to the Net Revenues for the Fiscal Year next preceding the issuance of Additional Bonds or Parity Obligations, as reflected by information provided by the Independent Accountant, by (ii) a denominator equal to the Maximum Annual Debt Service in the then current or any succeeding Fiscal Year on all Parity Bonds and Parity Obligations, including any Additional Bonds proposed to be issued as Parity Bonds and any Parity Obligations.

“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 System Indebtedness 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) Cash; or
- (b) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or
- (c) 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 a NRSRO that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

(d) With respect to the Series 2021-A Bonds and Series 2024-A Bonds, evidences of ownership of proportionate interests in future interest and principal payments on United States Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying United States Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

“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.

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

“Discount Indebtedness” means Long-Term Indebtedness that is originally sold at a price (excluding accrued interest, but without deduction of any underwriters' discount) of less than 75% of the maturity amount including the amount of principal and interest to accrete at maturity of such Long-Term Indebtedness.

“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.

“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; or

(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.

“Expenses” means the sum of (a) ordinary expenses of maintenance, operation and repair, (b) administrative expenses, (c) reasonable pension fund contributions, (d) insurance expense, (e) legal expense and (f) payments on Permitted Loans; provided, however, Expenses shall not include payment in lieu of taxes, debt service payments on Bonds, depreciation, amortization or other non-cash items.

“Financeable Costs” means the amount of expenditure for a Project which has been duly authorized by action of the governing body of the Issuer to be financed by Bonds, less: (a) the amount of any Bonds of the Issuer which is 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.

“Gross Revenues” means all receipts and revenues derived by the City from the operation of the System, including investment earnings, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Bonds, but excluding any grants, proceeds of bond issues and/or insurance proceeds, any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“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 the Bond Resolution.

“Index Rate” means, at the time of calculation, the rate of interest set forth in *The Bond Buyer* Revenue Bond Index (or, in the event that *The Bond Buyer* does not compile such index or ceases publication, another comparable publication recognized in the municipal bond market) published for the week immediately preceding the date of determination.

“Insurance Consultant” means an individual or firm selected by the Issuer qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the System and having a favorable reputation for skill and experience in making such surveys and recommendations.

“Insurance Policy” means the insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Obligation when due.

“Interest Payment Date(s)” means: (a) with respect to the Series 2024-A Bonds, the Stated Maturity of an installment of interest on the Series 2024-A Bonds, which shall be March 1 and September 1 of each year, commencing on the first of such dates that follows the Dated Date, such Interest Payment Dates to coincide with the due date for installments of interest to be paid on the Obligation as set forth in the Loan Agreement; and (b) with respect to Additional Bonds, the Stated Maturity of an installment of interest on such Additional Bonds, as set forth in the supplemental resolution authorizing such Additional Bonds.

“Interim Indebtedness” means Bonds having a term not less than thirteen months, and not in excess of five years, incurred or assumed in anticipation of being refinanced or refunded with Long-Term Indebtedness.

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

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

“Junior Lien Bonds” means the Series 2021-B Bonds any Additional Bonds payable from, and secured by a lien on the Net Revenues, which lien is junior to that of any Parity Bonds and Parity Obligations, but senior to that of the Subordinate Lien Bonds.

“KDHE” means the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, or its successors in interest.

“Loan Agreement” shall mean the Loan Agreement, including all Exhibits attached thereto, between KDHE and the Issuer, for KWPCRF Project No.: C20 3069 01, as such may be supplemented, modified or amended from time to time in accordance with the terms thereof.

“Long-Term Indebtedness” means Bonds having an original stated maturity or term greater than five years, or renewable or extendible at the option of the Issuer for a period greater than one year from the date of original issuance or incurrence thereof.

“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 of the City or, in the Mayor's absence, the duly appointed and/or elected Deputy Mayor or Acting Mayor of the City.

“Maximum Annual Debt Service” means the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year; provided that the Debt Service Requirements in the final Stated Maturity of any series of Bonds shall be reduced by the value of cash and Permitted Investments on deposit in any bond reserve account established for said series of Bonds, so long as, at the time of calculation, the value of cash and Permitted Investments on deposit in bond reserve accounts for all Parity Bonds, except Series 2024-A Bonds, which are not secured by any bond reserve account, equals or exceeds the Bond Reserve Requirement.

“Net Revenues” means, for the period of determination, Gross Revenues of the Combined Utility minus the sum of (a) Expenses and (b) any required deposits to a rebate fund created in connection with the issuance of any Bonds.

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

(a) To the Issuer at:

Department of Finance
215 SE 7th Street
Topeka, Kansas 66603-3914
Fax: (785) 368-3943

(b) To the Paying Agent at:

Series 2024-A Bonds:

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

Additional Bonds:

The address set forth in the supplemental resolution authorizing such Additional Bonds.

(c) To the Purchaser:

Series 2024-A Bonds:

Department of Health and
Environment
1000 SW Jackson Street, Suite 420
Topeka, Kansas 66612-1367

Additional Bonds:

The address set forth in the supplemental resolution authorizing such Additional Bonds.

(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 Chief Financial Officer.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the Bureau of Water, with a copy to its General Counsel.
- (d) With respect to any Rating Agency, any Vice President thereof.

“**NRSRO**” or “**Nationally Recognized Statistical Rating Organization**” means a credit rating agency registered with the United States Securities and Exchange Commission or its successor pursuant to the Securities Exchange Act of 1934, as amended.

“**Obligation**” shall mean the loan made by KDHE to the Issuer to finance Project Costs pursuant to the Loan Agreement.

“**Official Statement**” means Issuer’s Official Statement relating to the Series 2024-A Bonds.

“**Ordinance**” means Ordinance No. _____ of the Issuer authorizing the issuance of the Series 2024-A Bonds, as amended from time to time.

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

(i) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to the Bond Resolution;

(ii) Bonds deemed to be paid in accordance with the provisions of *Section 1101* of the Bond Resolution;

(iii) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Bond Resolution; and

(iv) Bonds, the principal or interest of which has been paid by the Bond Insurer, including Series 2024-A Bonds, if the principal or interest on the Obligation has been paid by the Bond Insurer; and

(b) when used with reference to Additional Obligations, as of a particular date of determination, all Additional Obligations that have not been satisfied and remain in effect as a legal and financial obligation of the Issuer.

“**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.

“**Parity Bonds**” means the Outstanding Series 2014-A Bonds, Series 2016-A Bonds, Series 2017-A Bonds, Series 2018-A Bonds, Series 2019-A Bonds, Series 2020-A Bonds, Series 2021-A Bonds, Series 2023-A Bonds, Series 2024-A Bonds, and any Additional Bonds hereafter issued pursuant to the Bond Resolution and standing on a parity and equality with the Series 2024-A Bonds with respect to the lien on the Net Revenues.

“**Parity Obligations**” means the Obligation and any Additional Obligation hereafter issued or incurred by the Issuer on a parity basis with the Parity Bonds.

“**Parity Resolution**” means collectively each ordinance and resolution which authorized the issuance of the Parity Bonds, the Bond Resolution, and the ordinances and/or resolutions under which any Parity Obligations or Additional Bonds which constitute Parity Bonds are hereafter issued.

“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: (a) with respect to the Series 2024-A Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Paying Agent in the supplemental resolution authorizing such Additional Bonds.

“Permitted Investments” shall mean the investments that, at the time of their purchase, were authorized by K.S.A. 10-131 or any additional or successor State law applicable to the investment of the Bond proceeds.

“Permitted Loans” means any State revolving loans between KDHE and the Issuer for public drinking water improvements, pollution control improvements, or stormwater improvements.

“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.

“Principal and Interest Account” means the Principal and Interest Account for the Series 2024-A Bonds, created by *Section 501* hereof.

“Project” shall mean the repairs, alterations, extensions, reconstructions, enlargements or improvements to the System referred to in the preamble to the Ordinance, or any Substitute Project.

“Project Costs” means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, as described in *Section 2.03(a)(1), (2) and (3)* of the Loan Agreement.

“Projected Debt Service Coverage Ratio” means, with respect to the covenants contained in *Section 902(c)* and *Section 903(b)(1)(ii)* hereof, the ratio determined by dividing (i) Projected Net Revenues by (ii) a denominator equal to the Maximum Annual Debt Service in the then current or any succeeding Fiscal Year on all Parity Bonds and Parity Obligations in that Fiscal Year, including any Additional Bonds proposed to be issued as Parity Bonds and any Parity Obligations proposed to be incurred.

“Projected Net Revenues” means either (a) projected Net Revenues for the Fiscal Year immediately following the issuance or incurrence of any additional Permitted Loans or Additional Bonds, set forth in a report of a Consulting Engineer or an Independent Accountant, based on a detailed investigation and report of such Consulting Engineer or Independent Accountant, as to the amount of annual Net Revenues expected in such Fiscal Year, which projected Net Revenues as defined and certified by such Consulting Engineer or Independent Accountant shall govern in determining the right of the Issuer to issue additional Permitted Loans payable out of the Gross Revenues of the System that are superior in lien and security to the Parity Bonds, or to issue Additional Bonds payable out of the Net Revenues of the System on a parity or equality with the Parity Bonds, or (b) Net Revenues, as reflected by information provided by the Independent Accountant, for the Fiscal Year next preceding the issuance of additional Permitted Loans or Additional Bonds. In determining Projected Net Revenues under the preceding subsection (a), the maximum amount payable in any succeeding Fiscal Year on the proposed additional Permitted Loan shall be treated as an Expense in the Fiscal Year for which the Projected Net Revenues are being computed.

“Purchase Price” means: (a) with respect to the Series 2024-A Bonds, means the amount specified on each disbursement made to the Issuer under the Loan Agreement; and (b) with respect to Additional Bonds, the amount set forth in the supplemental resolution authorizing such Additional Bonds.

“Purchaser” means: (a) with respect to the Series 2024-A Bonds, KDHE, Topeka, Kansas, the original purchaser of the Series 2024-A Bonds, and any successor and assigns; and (b) with respect to Additional Bonds, the original purchaser of such Additional Bonds, as set forth in the supplemental resolution authorizing such Additional Bonds.

“Put Indebtedness” means Long-Term Indebtedness which is (a) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, at the option of the holder thereof, prior to its stated maturity date, or (b) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, other than at the option of the holder, prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund, or other than by reason of acceleration upon the occurrence of an Event of Default under this Bond Resolution.

“Rating Agency” means an NRSRO that provided one or more financial ratings for a series of Bonds at the Issuer’s request.

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

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

“Refunding Bonds” means Bonds issued pursuant to *Section 906* hereof for the purpose of refunding any Outstanding Bonds.

“Renewal and Replacement Account” means the Water, Water Pollution Control and Stormwater Utility Renewal and Replacement Account ratified pursuant to *Article V* hereof.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 209* hereof.

“Revenue Fund” means the Water, Water Pollution Control, and Stormwater Utility Revenue Fund ratified pursuant to *Article V* hereof.

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

“Series Bond Reserve Account” means, with respect to any series of Bonds that are not Covered Bonds, the Series Bond Reserve Account, if any, created pursuant to the ordinance or resolution authorizing such series of Bonds.

“Series Debt Service Reserve Requirement” means, with respect to any series of Bonds that are not Covered Bonds, the amount specified in the ordinance or resolution authorizing such series of Bonds.

“**Series 2014-A Bonds**” means the Issuer's Combined Utility Improvement and Refunding Revenue Bonds, Series 2014-A, dated December 23, 2014.

“**Series 2016-A Bonds**” means the Issuer's Combined Utility Improvement and Refunding Revenue Bonds, Series 2016-A, dated September 6, 2016.

“**Series 2017-A Bonds**” means the Issuer's Combined Utility Revenue Bonds, Series 2017-A, dated September 5, 2017.

“**Series 2018-A Bonds**” means the City's Combined Utility Revenue Bonds, Series 2018-A, dated September 11, 2018.

“**Series 2019-A Bonds**” means the City's Combined Utility Refunding and Improvement Revenue Bonds, Series 2019-A, dated September 17, 2019.

“**Series 2020-A Bonds**” means the City's Combined Utility Refunding and Improvement Revenue Bonds, Series 2020-A, dated September 8, 2020.

“**Series 2021-A Bonds**” means the Issuer's Combined Utility Refunding and Improvement Revenue Bonds, Series 2021-A, dated September 7, 2021

“**Series 2021-B Bonds**” means the City's Taxable Combined Utility Junior Lien Revenue Bonds, Series 2021-B, dated September 7, 2021.

“**Series 2024-A Bonds**” means the Issuer's Combined Utility Revenue Bonds, Series 2024-A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“**Short-Term Indebtedness**” means Bonds having an original maturity less than or equal to thirteen months from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original issuance.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to *Section 204* hereof for the payment of Defaulted Interest.

“**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, and, specifically with respect to the Series 2024-A Bonds, as set forth in the Amortization Schedule.

“**Subordinate Lien Bonds**” means any Additional Bonds or Additional Obligations payable from the Net Revenues on a subordinate lien basis to any Parity Bonds and Junior Lien Bonds, and which constitute general obligations of the City.

“**Substitute Project**” means a substitute or additional project of the System authorized in the manner set forth in *Article V* of this Bond Resolution.

“System” or “Combined Utility System” means the combined water, water pollution control and stormwater utility facilities of the City, including the entire waterworks plant and system owned and operated by the City for the production, storage, treatment and distribution of drinking water, the water pollution control plant and system owned and operated by the City for the collection, treatment and disposal of sanitary and stormwater waste, and the City’s stormwater inlets, pipes, levees, creeks and rivers and publicly owned or maintained ditches, channels, detention ponds and stormwater quality best management practices, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

“System Indebtedness” means collectively all Bonds and Additional Obligations, which are payable out of, or secured by an interest in, the Gross Revenues, except Permitted Loans.

“Table of Cumulative Outstanding Principal Amount” means the Table of Cumulative Outstanding Principal Amount attached to the Series 2024-A Bond certificate, which provides for and evidences the cumulative Outstanding principal amount of the Series 2024-A Bonds resulting from disbursements of Purchase Price amounts by the Purchaser, as set forth in **Section 202** of this Bond Resolution.

“Term Bonds” means any Bonds designated as Term Bonds in any supplemental resolution authorizing the issuance of Additional Bonds.

“Treasurer” means the duly appointed and/or elected Treasurer 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.

“Variable Rate Indebtedness” means any Bonds which provides for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the instrument creating such Bonds.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2024-A Bonds. The Series 2024-A Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of not to exceed \$20,501,902 for the purpose of securing the Obligation and thereby providing funds to pay Project Costs.

Section 202. Description of the Series 2024-A Bonds. (a) The Series 2024-A shall consist of one fully registered bond in an aggregate principal amount of not to exceed \$20,501,902 and shall be numbered in such manner as the Bond Registrar shall determine. The Series 2024-A Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, and subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof. The principal on such Series 2024-A Bond shall be payable on the dates and in the amounts set forth on the Amortization Schedule

(which shall be printed on the Series 2024-A Bond certificate). The Series 2024-A Bonds shall bear interest on the cumulative Outstanding principal amount of such Series 2024-A Bonds, as set forth on the Table of Cumulative Outstanding Principal Amount, at the rate of 2.36% per annum (computed on the basis of a 360-day year of twelve 30-day months), from the later of the date principal amounts are disbursed and added to the Table of Cumulative Outstanding Principal Amount, or the most recent Interest Payment Date to which interest has been paid or duly provided for on such amounts.

(b) The Series 2024-A Bonds shall be in the aggregate principal amount of the amounts disbursed under the Loan Agreement by the Purchaser to the Issuer on the Dated Date, and the amounts subsequently disbursed to the Issuer by the Purchaser in accordance with the provisions of **Section 2.03** of the Loan Agreement, but not exceeding a cumulative Outstanding principal amount of \$20,501,902. Prior to delivery of the Series 2024-A Bonds to the Purchaser as described below, the Bond Registrar shall retain custody of the Series 2024-A Bond certificate, and the Bond Registrar shall endorse the Table of Cumulative Outstanding Principal Amount attached to the Series 2024-A Bond certificate to reflect and evidence an increase in cumulative Outstanding principal amount each time the Purchaser of the Series 2024-A Bonds disburses money to the Issuer as described above. As a prerequisite to making such endorsement, the Bond Registrar shall receive a letter from the Purchaser advising that a disbursement to the Issuer has been processed under the Loan Agreement. Each such endorsement on the Table of Cumulative Outstanding Principal Amount, and the City's acceptance of Purchase Price funds from the Purchaser, shall constitute the Bond Registrar's authentication of the issuance of Series 2024-A Bonds reflected by such endorsement and Purchase Price payment.

(c) Upon completion of the Project, as evidenced in the manner provided by **Section 2.04** of the Loan Agreement, the Bond Registrar (1) will finalize the Table of Cumulative Outstanding Principal Amount attached to the Series 2024-A Bond certificate so that the cumulative Outstanding principal amount of the Series 2024-A Bonds corresponds to the final actual amount of the Obligation, as provided in **Section 2.01** of the Loan Agreement, and finalize and amend, if necessary, the Amortization Schedule so that it reflects the same installments of principal and interest to be paid on the Obligation as set forth on the Obligation Repayment Schedule attached as **Exhibit B** to the Loan Agreement, and (2) will thereupon deliver the Series 2024-A Bond certificate to the Purchaser. The final actual amount of the Series 2024-A Bonds may be established without revision of any other terms, provisions or conditions of this Bond Resolution, other than the Table of Cumulative Outstanding Principal Amount and Amortization Schedule attached to the Series 2024-A Bond certificate.

(d) Each of the Series 2024-A 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.* The Series 2024-A Bonds shall **not** be issued as Book-Entry-Only Bonds.

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 Series 2024-A Bonds and Bond Registrar with respect to the registration, transfer and exchange of the Series 2024-A 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 Series 2024-A Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying

Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

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

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

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent. Notwithstanding the foregoing, the Series 2024-A Bond, which is a single certificate with an Amortization Schedule, principal will be paid in the same manner as interest is paid and presentation and surrender of the Series 2024-A Bond to the Paying Agent shall not be necessary until the final payment of the entire obligation evidenced by such Series 2024-A Bond.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner or (b) in the case of an interest payment to any Owner of \$1,000,000 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 therefor 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. 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 **Section 303** 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 **Section 205** hereof.

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.

Notwithstanding the foregoing, absent an Event of Default with respect to the Series 2024-A Bonds, KDHE, or its successors and assigns or its successors and assigns under **Article IV** of the Loan Agreement, shall at all times be Owner of the Series 2024-A Bonds and the Bond Registrar shall be under "Stop Transfer" orders with respect to any transfer of the Series 2024-A Bonds other than as permitted by the Bond Resolution.

Section 206. 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 or facsimile signature of the Mayor, attested by the manual 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 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 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 Paying Agent for authentication.

The Series 2024-A 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 Series 2024-A 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 Series 2024-A Bond shall be conclusive evidence that such Series 2024-A Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Series 2024-A Bond to the Purchaser upon instructions of the Issuer or its representative.

Section 207. 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 208. 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 209. Book-Entry Bonds; Securities Depository. Any series of Bonds may be issued as Book-Entry-Only Bonds. If so, such series of 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.

(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 appropriate denominations and form as provided herein.

Section 210. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 211. Calculation of Debt Service Requirements.

(a) ***Debt Service Requirements on Balloon, Put, Short-Term and Interim Indebtedness.***

(1) The principal of Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under ***Section 9023*** hereof, or Interim Indebtedness shall be deemed due and payable at its Stated Maturity; provided, however, that at the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal deemed payable on Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under ***Section 9023*** hereof, or Interim Indebtedness, shall be deemed to be payable as set forth below:

(A) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated in the third highest category (without respect to modifier) or better by any NRSRO) to refinance such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(B) If the Issuer has entered into a binding agreement providing for the deposit by the Issuer with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated in the third highest category (without respect to modifier) or better by any NRSRO), in trust (herein called a "Special Redemption Fund") of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, when due from the sums so deposited and investment earnings realized thereon, then the principal amount of the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness,

or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(C) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, other than those referred to in subsections (A) and (B) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the Owners of Bonds, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such System Indebtedness, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(D) Such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may be deemed to be Bonds which, at the date of its original incurrence, was payable over a term not to exceed twenty (20) years in equal annual installments of principal and interest at the Index Rate.

A Consultant shall deliver to the Issuer a certificate stating that it is reasonable to assume that installment obligations of such term of the Issuer can be incurred and stating the interest rate then applicable to installment obligations of such term of comparable quality. Interim Indebtedness may be deemed to be Indebtedness which, at the date of its original incurrence, would meet the conditions specified in the statement of the Consultant as required in **Section 9023**; provided that the Consultant shall for each annual period that the Debt Service Requirement is computed, provide a supplemental statement that at such period, the certifications contained in the statement are reasonable.

(2) Interest that is payable prior to the Stated Maturity of any Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness shall be considered for such appropriate period in computation of Debt Service Requirements. Interest payable at maturity or early redemption on Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may either be amortized over the anticipated maturity or such longer period as is permitted under **Section 9023** or **Section 211(a)(1)(D)** or may be treated as principal payable on the principal maturity date of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness.

(3) In measuring compliance with the applicable tests hereunder in connection with incurring Put Indebtedness and generally for purposes of determining the Debt Service Requirements relating thereto, Put Indebtedness shall be deemed to mature based upon the actual amortization requirements for the Put Indebtedness, only to the extent that the Issuer has a commitment to refinance such Put Indebtedness.

(b) **Debt Service Requirements on Discount Indebtedness.** At the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal and interest deemed payable on Discount Indebtedness shall be deemed to be payable as set forth below:

(1) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated in the third highest category (without respect to modifier) or better by any NRSRO) to refinance such Discount Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit,

the Discount Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(2) If the Issuer has entered into a binding agreement providing for the deposit with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated in the third highest category (without respect to modifier) or better by any NRSRO), in trust (herein called a "Special Redemption Fund") of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Discount Indebtedness, or a portion thereof, and providing for the payment of such principal amount when due from the sums so deposited, and investment earnings realized thereon, then the Discount Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(3) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Discount Indebtedness, other than those referred to in subsections (1) and (2) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the holders of Bonds, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Discount Indebtedness, the Discount Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(4) As of any time the maturity amount represented by Discount Indebtedness shall be deemed to be the accreted value of such Discount Indebtedness computed on the basis of a constant yield to maturity.

(c) ***Debt Service Requirements on Variable Rate Indebtedness.*** When calculating interest requirements on Variable Rate Indebtedness which bears a variable rate of interest for periods as to which the rate of interest has not been determined, the rate of interest on Outstanding Variable Rate Indebtedness shall be the average annual rate of interest which was payable on such Variable Rate Indebtedness during the twelve (12) months immediately preceding the date as of which the calculation is made; and the rate of interest on Variable Rate Indebtedness to be incurred (or incurred less than twelve (12) months preceding such date) shall be the average annual rate of interest which would have been payable on such Variable Rate Indebtedness had it been outstanding for a period of twelve (12) months immediately preceding the date as of which the calculation is made, as evidenced in a certificate of a Consultant, delivered to the Issuer.

Section 212. Reserved.

Section 213. Sale of the Series 2024-A Bonds. The sale of the Series 2024-A Bonds to the Purchaser is hereby ratified and confirmed. Delivery of the Series 2024-A Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Bond Resolution.

Section 214. Parity Bond Certification. The Issuer hereby represents and covenants that the Series 2024-A Bonds directed to be issued by this Resolution are so issued in full compliance with the restrictions and conditions upon which the Issuer may issue Additional Bonds which stand on a parity of lien with the Net Revenues with the Parity Bonds heretofore issued and Outstanding, as set forth and contained in the Outstanding Parity Bond Resolution, and that the Series 2024-A Bonds herein directed to be issued are so issued in all respects on a parity and equality with the Parity Bonds heretofore issued and Outstanding, except that the Series 2024-A Bonds shall not be secured by any bond reserve account.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer. The Bonds shall be subject to redemption and payment prior to their Stated Maturity, as follows:

(a) ***Optional Redemption.***

(1) *Series 2024-A Bonds.* The Series 2024-A Bonds shall be called for redemption and payment prior to their Stated Maturity, in whole, or in part, to evidence any prepayment of principal and interest on the Obligation, made pursuant to **Section 2.05(b)** of the Loan Agreement. The Redemption Date for the Series 2024-A Bonds shall be the prepayment date established in **Section 2.05(b)** of the Loan Agreement.

(2) *Additional Bonds.* Additional Bonds are subject to redemption and payment prior to Stated Maturity in accordance with the provisions of the supplemental resolution authorizing the issuance of such Additional Bonds.

(b) ***Mandatory Redemption.***

(1) *General.* The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. 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.

(2) *The Series 2024-A-Term Bonds.* There are no Series 2024-A Term Bonds.

(3) *Additional Bonds.* Additional Bonds designated as Term Bonds shall be subject to mandatory redemption in accordance with the provisions of the supplemental resolution authorizing such Additional Bonds.

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 as required in *Section 2.05(b)* of the Loan Agreement, with respect to the Obligation prepayment that corresponds to a Series 2024-A Bond redemption, and 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 a time or times meeting the requirements of the preceding sentence, 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 State Treasurer 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 any series of 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, which, with respect to the Series 2024-A Bonds, shall contain a Table of Cumulative Outstanding Principal Amount and Amortization Schedule attached to the Series 2024-A Bond certificate so that the new Outstanding principal amount of the Series 2024-A Bonds corresponds to the actual amount of the Obligation, as provided in **Section 2.05(b)** of the Loan Agreement, and as set forth on a new **Exhibit B** to the Loan Agreement. 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.

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 special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the Issuer hereby pledges said Net Revenues to the payment of the principal of and interest on the Bonds. Except for Subordinate Lien Bonds, the Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the Issuer is not pledged to the payment of the Bonds, either as to principal or interest. The Net Revenues shall constitute the Dedicated Source of Revenue pursuant to the Loan Agreement.

The Bonds shall be junior and subordinate with respect to the payment of principal and interest and in all other respects to any Permitted Loans, which are payable as Expenses of the System. The covenants and agreements of the Issuer contained herein and in the Parity Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Parity Bonds, all of which Parity Bonds shall be of equal rank and without preference or priority of one Parity Bond over any other Parity Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Parity Bonds, or otherwise, except as to rate of interest, date of maturity, and right of prior redemption, and except that the Series 2024-A Bonds shall not be secured by any bond reserve account, all as provided in this Bond Resolution. The Series 2024-A Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with any Parity Bonds, except the Series 2024-A Bonds shall not be secured by any bond reserve account. The Series 2024-A Bonds shall not have any priority with respect to the payment of principal or interest from said net income and revenues or otherwise over the Parity Bonds and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from said net income and revenues or otherwise over the Series 2024-A Bonds.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Ratification; Creation of Funds and Accounts. The following separate Funds and Accounts created and established in the treasury of the Issuer are hereby ratified and confirmed:

- (a) Water, Water Pollution Control, and Stormwater Utility Revenue Fund.
- (b) Water, Water Pollution Control, and Stormwater Utility Construction Fund.
- (c) Water, Water Pollution Control, and Stormwater Utility Renewal and Replacement Account.

So long as the Series 2014-A Bonds, Series 2016-A Bonds, Series 2017-A Bonds, Series 2018-A Bonds, Series 2019-A Bonds, Series 2020-A Bonds, Series 2021-A Bonds and Series 2023-A Bonds remain Outstanding, the Funds and Accounts referred to in this paragraph shall be administered in accordance with the provisions of the Parity Resolution pursuant to which such Parity Bonds were issued, and thereafter in accordance with this Bond Resolution.

Simultaneously with the issuance of the Series 2024-A Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Principal and Interest Account for Combined Utility Revenue Bonds, Series 2024-A.
- (b) Costs of Issuance Account for Combined Utility Revenue 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 Series 2024-A Bonds are Outstanding.

Section 502. Deposit of Series 2024-A Bond Proceeds and Other Moneys. Each disbursement by the Issuer from KDHE under the Loan Agreement will result in Purchase Price net proceeds of the Series 2024-A Bonds, and those net proceeds and certain other moneys shall be deposited as follows:

- (a) From other lawfully available funds of the Issuer, an amount to pay Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (b) The remaining balance of the proceeds derived from the Series 2024-A Bonds, in an amount not to exceed \$20,501,902, shall be deposited in the Construction Fund.

Section 503. Application of Moneys in the Construction Fund. The Issuer covenants that in constructing the Project it will perform all duties and obligations relative thereto as are now or may hereafter be imposed by the Act and the provisions of this Bond Resolution and the Loan Agreement. Moneys in the Construction Fund shall be used for the purpose of paying Project Costs, in accordance with the plans and specifications therefor prepared by the City Engineer or Consulting Engineer, heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the City Engineer or Consulting Engineer and approved by the governing body of the Issuer.

Withdrawals from the Construction Fund shall be made only when authorized by executed warrants therefore accompanied by a certificate executed by the Director of Utilities that such payment is being made for a purpose within the scope of this Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for, or if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Upon completion of the Project, any surplus of the Series 2024-A Bond proceeds, including earnings thereon, remaining in the Construction Fund shall be deposited in the Principal and Interest Account. To the extent no other available funds are held under this Bond Resolution, any moneys remaining

in the Construction Fund upon an Event of Default with respect to the Series 2024-A Bonds as set forth in subparagraph (a) or (b) of the definition of an Event of Default shall be transferred to the Principal and Interest Account and shall be used for the payment of the principal and interest on the Series 2024-A Bonds.

Section 504. Substitute Project; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other System improvements to be financed with proceeds of the Series 2024-A Bonds provided the following conditions are met: (1) the Substitute Project and the issuance of Bonds to pay the cost of the Substitute Project has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Series 2024-A Bonds to pay the Financeable Costs of the Substitute Project has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Loan Agreement will be amended to include the Substitute Project in the Loan Agreement's definition of Project, (4) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Series 2024-A Bonds to include the Substitute Project; and (5) the use of the proceeds of the Series 2024-A Bonds to pay the Financeable Cost of the Substitute Project will not adversely affect the tax-exempt status of the Series 2024-A Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Series 2024-A Bond proceeds among all Projects financed by the Series 2024-A Bonds; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Series 2024-A Bonds allocated to any Project to exceed the Financeable Costs of the Project; and (3) the reallocation will not adversely affect the tax-exempt status of the Series 2024-A Bonds under State or federal law.

Section 505. 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 30 days prior to the first Interest Payment Date, shall be transferred to the Principal and Interest Account.

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Series 2024-A Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all Gross Revenues shall as and when received be deposited into the Revenue Fund. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Bond Resolution, except as may be modified by the provisions of the Parity Resolution. The Issuer shall first pay from the Revenue Fund the Expenses of the Combined Utility System and of keeping the same in good repair and working order. After paying and providing for the payment of the Expenses, including the Permitted Loans, and any required deposits to a rebate fund as provided in Parity Resolutions, the Issuer further covenants and agrees that it will allocate, pay and credit the Net Revenues at the time in the Revenue Fund as provided in **Section 602**, in such amounts so that at all times the Issuer will have sufficient money to meet and pay the requirements of the Principal and Interest Account, and any other obligations of the Combined Utility System, on a parity with the Series 2024-A Bonds.

Section 602. Application of Moneys in Funds and Accounts. The Issuer covenants and agrees that from and after the delivery of the Series 2024-A Bonds and continuing so long as any of the Bonds

shall remain Outstanding, it will each month administer and allocate all of the Net Revenues then held in the Revenue Fund as follows:

(a) **Parity Resolutions.** The following transfers shall be made on a parity of lien basis with the transfers and requirements of the Parity Resolutions.

(1) **Principal and Interest Account.** There shall be paid and credited monthly to the Principal and Interest Account, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Series 2024-A Bonds, the following sums:

(i) Beginning with the first day of the month after the Dated Date, and continuing on the first day of each month thereafter, so long as any of the Series 2024-A Bonds remain Outstanding, an equal pro rata portion of the interest that will become due on the Series 2024-A Bonds on the next succeeding Interest Payment Date; and

(ii) Beginning on the first day of the sixth month immediately preceding the first Stated Maturity of principal of the Series 2024-A Bonds, and continuing on the first day of each month thereafter, so long as any of the Series 2024-A Bonds remain Outstanding, an equal pro rata portion of the amount of principal that will become due on the Series 2024-A Bonds on the next succeeding Stated Maturity date.

The amounts required to be paid and credited to the Principal and Interest Account pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the principal and interest accounts established for the payment of the Debt Service Requirements on Parity Bonds and Parity Obligations under the provisions of the Parity Resolution(s).

Any amounts deposited in the Principal and Interest Account in accordance with **Section 502** hereof shall be credited against the Issuer's payment obligations as set forth in subsection (a)(1)(i) of this Section.

All amounts paid and credited to the Principal and Interest Account shall be expended and used by the Issuer for the sole purpose of paying the Debt Service Requirements of the Series 2024-A Bonds as and when the same become due at Maturity and on each Interest Payment Date, and paying the related fees of the Paying Agent.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Principal and Interest Account and to the principal and interest accounts established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such principal and interest accounts in proportion to the respective principal amounts of said Parity Bonds at the time Outstanding which are payable from the moneys in said principal and interest accounts.

(2) **Bond Reserve Account.** So long as the deposits in the bond reserve accounts for Parity Bonds aggregate the Bond Reserve Requirement, no further payments into said accounts shall be required, but if the Issuer is ever required to expend and use a part of the moneys in said accounts for the purpose authorized in Parity Resolutions, and such expenditure reduces the amount of deposits in the bond reserve accounts for Parity Bonds below the Bond Reserve Requirement, or if the valuation of the such accounts as provided in **Section 701(b)** establishes that the value is below the Bond Reserve Requirement, the Issuer shall, after making all payments and credits at the time required to be made by it under the preceding provisions of this Section, make monthly payments or credits to such bond reserve accounts in such amounts as are sufficient to replenish the accounts to required balances within eighteen (18) months of the shortfall

therein. The Series 2024-A Bonds shall not be secured by any bond reserve account, as provided in this Bond Resolution

(b) ***Debt Service Accounts-Junior Lien Bonds.*** There shall next be paid and credited monthly to the debt service account(s) for any Junior Lien Bonds, to the extent necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Junior Lien Bonds. The amounts required to be paid and credited to the debt service account(s) for any Junior Lien Bonds shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Junior Lien Bonds.

(c) ***Debt Service Accounts-Subordinate Lien Bonds.*** There shall next be paid and credited monthly to the debt service account(s) for any Subordinate Lien Bonds, to the extent necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Subordinate Lien Bonds. The amounts required to be paid and credited to the debt service account(s) for any Subordinate Lien Bonds shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Subordinate Lien Bonds.

(d) ***Renewal and Replacement Account.*** After making all payments and credits from the Revenue Fund at the time required to be made under the preceding provisions, all remaining moneys in the Revenue Fund which shall not be required for the operating and maintenance of the System for the ensuing forty-five (45) day period shall be deposited into the Renewal and Replacement Account and may be used by the Issuer for any one or more of the following purposes as determined by both the Director of Utilities and the Chief Financial Officer.

- (1) to pay the cost of extraordinary repairs and maintenance of the System
- (2) for capital improvements to the System; and
- (3) to pay Expenses of the System if sufficient funds are not available in the Revenue Fund.

(e) ***Deficiency of Payments into Funds and Accounts.*** If at any time the Gross Revenues or Net Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available Gross Revenues or Net Revenues, as applicable, such payments and credits being made and applied in the order hereinbefore specified in this Section.

Section 603. Transfer of Funds to Paying Agent. The Treasurer of the Issuer is hereby authorized and directed to withdraw from the Principal and Interest Account, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Series 2024-A Bonds, as provided in **Section 602** hereof, sums sufficient to pay the principal of and interest on the Series 2024-A Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. 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. Series 2024-A Bond payments made under this **Section 603** shall be considered Obligation payments required pursuant to **Section 2.05** of the Loan Agreement, and, likewise, Obligation

payments made by the Issuer pursuant to the *Section 2.05* of the Loan Agreement shall be considered Series 2024-A Bond payments under this *Section 603*.

Section 604. 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.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposits and Investment of Moneys.

(a) 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: (1) which has a main or branch office located in the Issuer; or (2) 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.

(b) Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution 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 the Revenue Fund.

In determining the amount held in any Fund or Account under any of the provisions of this Bond Resolution, Permitted Investments shall be valued at the lower of the par value or the market value thereof. Such valuation shall be made as of the final Stated Maturity of principal of any Fiscal Year that the Bonds remain Outstanding and may be made in conjunction with redemption of any Bonds. If and when the amount held in any Fund or Account shall be in excess of the amount required by the provisions of this Bond Resolution, the Issuer shall direct that such excess be paid and credited to the Revenue Fund, except that (1) any amounts in a bond reserve account in excess of the Bond Reserve Requirement on any valuation date shall be transferred to the Principal and Interest Account, and (2) any amounts in a Common Bond Reserve Account in excess of the Common Bond Reserve Requirement on any valuation date shall be transferred proportionately to the principal and interest accounts for Common Bonds.

(c) So long as any of the Parity Bonds remain Outstanding, any investments made pursuant to this Section shall be subject to any restrictions in the Parity Resolution with respect to the Funds and Accounts created by and referred to in the Parity Resolution.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The Issuer covenants and agrees with each of the Owners of any of the Bonds that so long as any of the Bonds remain Outstanding and unpaid it will comply with each of the following covenants:

Section 801. Efficient and Economical Operation. The Issuer will continuously own and will operate the System as a revenue producing facility in an efficient and economical manner and will keep and maintain the same in good repair and working order.

Section 802. Rate Covenant. The Issuer, in accordance with and subject to applicable legal requirements, will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the System, including all extensions, improvements and enlargements thereto hereafter constructed or acquired by the Issuer, as will produce Gross Revenues sufficient to (a) pay the Expenses; (b) pay the Debt Service Requirements on the Bonds and Additional Obligations as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) enable the Issuer to have a Debt Service Coverage Ratio of not less than 1.25 on all Parity Bonds and Parity Obligations at the time Outstanding, a Debt Service Coverage Ratio as set forth in the bond resolution for any Junior Lien Bonds at the time Outstanding, and a Debt Service Coverage Ratio as set forth in the bond resolution on any Subordinate Lien Bonds at the time Outstanding; and (d) provide reasonable and adequate reserves for the payment of the Bonds and Additional Obligations and the interest thereon and for the protection and benefit of the System as provided in this Bond Resolution, provided, however, that such rates, fees and charges of the water, water pollution control and stormwater utilities shall not be set or otherwise established so that the rates, fees or charges of one such division subsidize the other. The Issuer will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. As soon as possible after the end of each Fiscal Year, the annual audit and report made for such Fiscal Year pursuant to provisions of this Bond Resolution shall be presented to and considered by the Issuer's governing body and if it shall appear that an increase in existing rates, fees or charges for the services of the Combined Utility System is necessary in order to satisfy the obligations of the Issuer under provisions of this Bond Resolution, the governing body of the Issuer shall promptly make such increase and shall cause the same to be effective within ninety (90) days thereafter. If prior to the end of a then current Fiscal Year, any interim operating statements of the Combined Utility System shall indicate that an increase in the existing rates, fees or charges is necessary to satisfy the obligations of the Issuer under provisions of this Bond Resolution, the governing body of the Issuer shall promptly make such increase and shall cause the same to be effective within ninety (90) days thereafter.

Section 803. Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user without a reasonable charge being made therefor.

Section 804. Restrictions on Mortgage or Sale of System. The Issuer will not mortgage, pledge or otherwise encumber the System or any part thereof, nor will it sell, lease or otherwise dispose of the System or any material part thereof; provided, however, the Issuer may:

(a) So long as any of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding, dispose of any property which has become obsolete and non-productive or otherwise unusable to the advantage of the Issuer, and any cash proceeds derived from the Issuer's sale of such property shall be used by the Issuer to improve, extend or enlarge the System; and

(b) When none of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding:

(1) sell at fair market value any portion of the System which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the System, and in the event of sale, the Issuer will apply the proceeds to either (i) redemption of Outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of Stated Maturity, or (ii) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the System as hereinbefore provided;

(2) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer;

(3) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with *Article IX* hereof; or

(4) sell, lease or convey all or substantially all of the System to another entity or enter into a management contract with another entity if:

(i) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Code § 501(c)(3), and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding Permitted Loans or Bonds according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Bond Resolution;

(ii) If there remains unpaid any Permitted Loans or Bonds which bear interest that is not includable in gross income under the Code, the Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such Permitted Loans or Bonds, would not cause the interest payable on such Permitted Loans or Bonds to become includable in gross income under the Code;

(iii) The Issuer receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Bond Resolution;

(iv) Such transferee entity possesses such licenses to operate the System as may be required if it is to operate the System; and

(v) The Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

Section 805. Insurance. The Issuer will carry and maintain a reasonable amount of all risk insurance upon the properties forming part of the System insofar as they are of an insurable nature, the amount of such insurance being the amount as would normally be carried by a municipal corporation engaged in a similar type of utility enterprise. In the event of loss or damage, the Issuer, with all reasonable dispatch, will use the proceeds of such insurance to reconstruct and replace the property damaged or destroyed or, if such reconstruction or replacement be unnecessary, then either improve, extend or enlarge

the System or to redeem or purchase in the open market the Outstanding Bonds. The Issuer in operating the System will carry and maintain public liability and worker's compensation insurance in such amounts as would normally be maintained by a municipal corporation engaged in a similar type of utility enterprise, provided, however, the amount of such liability insurance shall be in amounts not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the State's tort claims act or other similar future law (currently \$500,000 per occurrence). The proceeds derived from any of such public liability and worker's compensation policies shall be used in paying the claims on the account of which such proceeds were received. Notwithstanding the foregoing, the Issuer may, under applicable law, elect to be self-insured for all or any part of the foregoing requirements if (a) the Issuer annually obtains a written evaluation with respect to such self-insurance program from an Insurance Consultant, (b) the evaluation is to the effect that the self-insurance program is actuarially sound, (c) unless the evaluation states that such reserves are not necessary, the Issuer deposits and maintains adequate reserves for the self-insurance program with a corporate trustee, who may also be the Paying Agent, and (d) in the case of workers' compensation, adequate reserves created by the Issuer for such self-insurance program are deposited and maintained in such amount and manner as are acceptable to the State. The cost of all insurance referred to in this paragraph, including Insurance Consultant fees and expenses, shall be paid as an operating Expense out of the Gross Revenues of the Combined Utility System.

Section 806. Books, Records and Accounts. The Issuer will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the Issuer) in which complete and correct entries will be made of all dealings and transactions of or in relation to the properties, business and affairs of the System. Such accounts shall show the amount of revenues received from the System, the application of such funds, and all financial transactions in connection therewith. Said books shall be kept by the Issuer according to standard accounting practices as applicable to the operation of municipal utilities.

Section 807. Annual Budget. Prior to the commencement of each Fiscal Year, the Issuer will cause to be prepared and filed with the Clerk a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year. Said annual budget shall be prepared in accordance with the requirements of the laws of the State and shall contain all information that is required by such laws, including:

- (a) An estimate of the Gross Revenues from the System during the next ensuing Fiscal Year.
- (b) A statement of the estimated Expenses during the next ensuing Fiscal Year.
- (c) A statement of any anticipated unusual Expenses for the System during the next Fiscal Year.
- (d) A statement of any necessary repairs or replacements to the System which may be anticipated during the next Fiscal Year.
- (e) A statement of the amount of Debt Service Requirements to be paid on Outstanding Bonds and Additional Obligations to be paid from Net Revenues during the next Fiscal Year.
- (f) A statement of the estimated Net Revenues during the next Fiscal Year.

Section 808. Annual Audit. Annually, as soon as possible after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements System for the preceding Fiscal Year by an Independent Accountant to be employed for that purpose and paid from the Gross Revenues. Said annual

audit shall cover in reasonable detail the operation of the System during such Fiscal Year. The report of said annual audit shall include:

- (a) a classified statement of the Gross Revenues received, of Expenses for operation and maintenance, of expenditures for all other purposes, and the amount of any capital expenditures made from such Gross Revenues made during the Fiscal Year;
- (b) A complete balance sheet as of the end of each Fiscal Year with the amount on hand at the end of such Fiscal Year in each of the Funds and Accounts created by and referred to in this Bond Resolution;
- (c) a statement showing gain or loss for such Fiscal Year;
- (d) a statement of the Bonds redeemed, purchased or paid during the preceding Fiscal Year, and a statement of all interest paid during such year on the Bonds;
- (e) A statement of the number of customers served by the System at the beginning and the end of such Fiscal Year;
- (f) A statement showing the amount and character of the insurance carried on the property constituting the System and showing the names of the insurers, the expiration dates of the policies and the premiums thereon;
- (g) the opinion of the Independent Accountant as to whether or not the Issuer is meeting the requirements of **Section 802** of this Bond Resolution by maintaining and collecting adequate rates, fees and charges for System services furnished by the Issuer; and
- (h) Such remarks and recommendations regarding the practices and procedures of operating the System and its accounting practices as said Independent Accountant may deem appropriate.

Within 30 days after the completion of each such annual audit, a copy of the report of thereof shall be filed in the office of the Clerk. Such audit reports shall at all times during the usual business hours be open to the examination and inspection by any user of the services of the System, any Owner of any of the Bonds, or by anyone acting for or on behalf of such user or Owner.

As provided in **Section 802** hereof, as soon as possible after the completion of the annual audit, the governing body of the Issuer shall review the report of such audit, and if the audit report discloses that proper provision has not been made for all of the requirements of this Bond Resolution and the Bond Act, the Issuer will promptly cure such deficiency and will promptly proceed to modify the rates and charges to be charged for the use and services furnished by the System or take such other action as may be necessary to adequately provide for such requirements.

Section 809. Internal Rate Review. The Issuer shall semiannually conduct an internal rate review for the purpose of determining the sufficiency of the water, water pollution control and stormwater utility rates and charges of the Issuer, in view of the covenants herein and heretofore made.

Section 810. Payments in Lieu of Taxes. As long as the Bonds are Outstanding, any payments in lieu of taxes made to the Issuer from the Net Revenues of the System shall not exceed an amount based on the method currently in effect in the Issuer, such method being based on the net value of the equity of the Issuer in the System located within the corporate limits of the Issuer. Further, such payment in lieu of taxes will not be made if the Issuer is in default in paying the Debt Service Requirements on any Parity

Bonds or Parity Obligations, or if such payment would cause the Issuer to default in the payment of the Debt Service Requirements on the Parity Bonds or Parity Obligations.

Section 811. Performance of Duties and Covenants. The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the System now or hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Bond Resolution.

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Senior Lien Bonds. Other than Permitted Loans, the Issuer covenants and agrees that so long as any of the Parity Bonds remain Outstanding, the Issuer will not issue any Bonds or Additional Obligations payable out of the Gross Revenues or which is superior to the Parity Bonds with respect to the lien on the Net Revenues.

Section 902. Additional Permitted Loans. Except as hereinafter provided, the Issuer hereby covenants and agrees that so long as any of the Parity Bonds remain Outstanding and unpaid, it will not issue or incur any Permitted Loans payable out of the Gross Revenues of the System that are superior in lien and security to the Parity Bonds and Parity Obligations unless each of the following conditions are met:

(a) The Issuer shall not be in default in making any of the payments at the time required to be made in connection with any outstanding Permitted Loans or into the respective Funds or Accounts created to or referred to in this Bond Resolution, or the performance of any covenant contained therein.

(b) The Debt Service Coverage Ratio shall be not less than 1.25.

(c) In addition, the Projected Debt Service Coverage Ratio shall be not less than 1.25

Section 903. Parity Bonds and Parity Obligations. Except as hereinafter provided, the Issuer hereby covenants and agrees that so long as the Series 2024-A Bonds remain outstanding and unpaid it will not issue any Additional Bonds or Parity Obligations payable out of the Net Revenues of the System which stand on a parity or equality with the Parity Obligations and the Parity Bonds unless each of the following conditions is met:

(a) The Issuer shall not be in default in making any of the payments at the time required to be made by it into the respective Funds or Accounts created or referred to in this Bond Resolution or any Parity Resolution, or in performance of any covenant contained herein or therein.

(b) The Issuer shall deliver the following:

(1) **Long-Term Indebtedness.** A certificate signed by the Issuer evidencing the following:

(i) The Debt Service Coverage Ratio shall be not less than 1.25.

(ii) In addition, the Projected Debt Service Coverage Ratio shall be not less than 1.25, provided that if the issuance of the proposed Additional Bonds or Parity Obligations shall not increase the Debt Service Requirements on all Parity Bonds and

Parity Obligations, including any Additional Bonds or Parity Obligations proposed to be issued, in any Fiscal Year, the requirement of this subsection (ii) shall be inapplicable.

(2) **Short-Term Indebtedness.** For so long as any of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding, the following provision shall not be applicable, but thereafter:

A certificate signed by the Issuer evidencing any **one** of the following:

(i) The principal amount of all Outstanding Short-Term Indebtedness does not exceed 15% of the Gross Revenues for the most recently ended Fiscal Year for which financial information is available from the Independent Accountant;

(ii) The Short-Term Indebtedness could be incurred under **subsection (b)(1)** hereof assuming it was Long-Term Indebtedness.

(iii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Short-Term Indebtedness prior to its Stated Maturity in compliance with the provisions of this Section and the conditions described in **subsection (b)(1)** are met with respect to such Short-Term Indebtedness when it is assumed that such Short-Term Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Short-Term Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(3) **Interim Indebtedness.** For so long as any of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding, the following provision shall not be applicable, but thereafter:

A certificate signed by the Issuer evidencing **either** of the following:

(i) The Interim Indebtedness could be incurred under **subsection (b)(1)** hereof assuming it was Long-Term Indebtedness.

(ii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Interim Indebtedness prior to its Stated Maturity in compliance with the provisions of this Section and the conditions described in **subsection (b)(1)** are met with respect to such Interim Indebtedness when it is assumed that such Interim Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Interim Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(c) When the issuance of Bonds of equal stature and priority is permitted by the Statutes of the State.

(d) With respect to the issuance of Additional Bonds proposed to be issued as Parity Bonds, an additional deposit to a bond reserve account shall be made to bring the aggregate deposits in bond reserve accounts for Parity Bonds to an amount equal to the Bond Reserve Requirement. In addition, if the Issuer receives an opinion of Bond Counsel to the effect that the Bond Reserve Requirement must be reduced in connection with the issuance of Additional Bonds as Parity Bonds in order that the amounts on deposit in bond reserve accounts may continue to be invested without yield restriction under the Code, the amount held in such bond reserve account or accounts shall be reduced in conformity with said opinion. Notwithstanding the foregoing, when none of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding, or if the Additional Bonds proposed to be issued are to secure and evidence a loan provided by KDHE to the Issuer pursuant to a Loan Agreement between KDHE and the Issuer, which loan is not a Permitted Loan and which loan is insured by a municipal bond insurance policy that guarantees the payments when due on such loan, the Issuer may choose to not apply the provisions of the immediately preceding sentence and instead specify that any Additional Bonds be secured by a Series Bond Reserve Account, or no bond reserve account, and any such Series Bond Reserve Account must be funded at the Series Bond Reserve Requirement and may secure only such Additional Bonds proposed to be issued.

(e) The ordinance and/or resolution authorizing such Bonds shall contain or provide for substantially the same terms, conditions, covenants and procedures as established in this Bond Resolution.

(f) So long as any Series 2024-A Bonds remain Outstanding, when the requirements of *Section 2.07* of the Loan Agreement are met.

When none of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding, and notwithstanding the foregoing restrictions, Additional Bonds may be issued under this Section if it is necessary: (1) in the opinion of the Consulting Engineer to do so to repair the System if damaged or destroyed by disaster to such extent necessary to keep it in good operating condition; or (2) in the opinion of the Issuer's legal counsel to remedy any deficiency of the System relating to environmental pollution matters or to comply with the requirements of any governmental agency having jurisdiction over the Issuer with respect thereto.

Additional Bonds or Parity Obligations issued under the conditions set forth in this Section shall stand on a parity with the Parity Bonds and Parity Obligations and shall enjoy complete equality or lien on and claim against the Net Revenues, and the Issuer may make equal provision for paying the Debt Service Requirements on such Bonds or Parity Obligations out of the Revenue Fund and may likewise provide for the creation of reasonable principal and interest accounts and bond reserve accounts for the payment of the Debt Service Requirements on such Bonds or Parity Obligations and the interest thereon out of moneys in the Revenue Fund.

Section 904. Junior Lien Bonds. Nothing in this Article shall prohibit or restrict the right of the Issuer to issue Junior Lien Bonds for any lawful purpose in connection with the operation of and benefiting the System and to provide that the Debt Service Requirements on such Junior Lien Bonds shall be payable out of the Net Revenues, provided at the time of the issuance of such Junior Lien Bonds the Issuer is not in default in the performance of any covenant or agreement contained in the Parity Resolution (unless such Bonds shall be issued to cure such default and shall be junior and subordinate to the Parity Bonds) so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Bonds, or if the Issuer is in default in making debt service, operation and maintenance or bond reserve account deposits or payments required to be made by it under the Parity Resolution, the Issuer shall make no payments of either principal of or interest on said Junior Lien Bonds until said default or defaults be cured.

Section 905. Subordinate Lien Bonds. Nothing in this Article shall prohibit or restrict the right of the Issuer to issue Subordinate Lien Bonds for any lawful purpose in connection with the operation of and benefiting the System and to provide that the Debt Service Requirements on such Subordinate Lien Bonds shall be payable out of the Net Revenues, provided at the time of the issuance of such Subordinate Lien Bonds the Issuer is not in default in the performance of any covenant or agreement contained in the Parity Resolution (unless such Bonds shall be issued to cure such default and shall be junior and subordinate to the Parity Bonds and Junior Lien Bonds) so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Bonds and Junior Lien Bonds, or of the Issuer is in default in making debt service, operation and maintenance or bond reserve account deposits or payments required to be made by it under the Parity Resolution, the Issuer shall make no payments of either principal of or interest on said Subordinate Lien Bonds until said default or defaults be cured. Such Subordinate Lien Bonds may also constitute general obligations of the Issuer.

Section 906. Refunding Bonds. When none of the Series 2014-A Bonds, Series 2016-A Bonds, and Series 2017-A Bonds remain Outstanding, the Issuer shall have the right, without complying with the provisions of *Section 9023* hereof:

(a) to issue Refunding Bonds for the purpose of refunding any complete series then Outstanding of the Bonds under the provisions of any law then available, and the Refunding Bonds so issued shall enjoy complete equality of pledge as did the Bonds that was refunded;

(b) to issue Refunding Bonds for the purpose of refunding any partial series then Outstanding of the Bonds under the provisions of any law then available, and the Refunding Bonds so issued shall enjoy complete equality of pledge as did the Bonds that was refunded; provided such Refunding Bonds must produce debt service payment savings in total and provided that such consent is not needed from Owners of Subordinate Lien Bonds or Junior Lien Bonds.

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Remedies. The provisions of this 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.

The Issuer hereby directs the Paying Agent to notify the Owners of any Event of Default of which it has actual notice.

Section 1002. 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 of any series shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the Funds and Accounts 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 Owners of such Outstanding Bonds.

Section 1003. 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 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.

Section 1004. No Obligation to Levy Taxes. Nothing contained in this Bond Resolution shall be construed as imposing on the Issuer any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

Section 1005. Control of Remedies Upon an Event of Default and Event of Insolvency. Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer for the Obligation, provided the Bond Insurance Policy for the Obligation is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners of the Series 2024-A Bonds under this Bond Resolution.

Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Series 2024-A Bonds absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring the Obligation under the Loan Agreement.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. When any or all of the Series 2024-A 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 Net Revenues hereunder and all other rights granted hereby shall terminate with respect to the Series 2024-A Bonds or scheduled interest payments thereon so paid and discharged. The Series 2024-A 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 Series 2024-A 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 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 Series 2024-A Bonds, no such satisfaction shall occur until: (a) the Issuer has elected to redeem such Series 2024-A 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 **Section 303** of this Bond Resolution. 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 Series 2024-A 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 Series 2024-A 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.

Amounts paid by the Bond Insurer under the Insurance Policy defined in the Loan Agreement shall not be deemed paid for purposes of the Loan Agreement and this Bond Resolution, and the Obligation Repayments and corresponding Series 2024-A Bonds relating to such repayments shall remain Outstanding and continue to be due and owing until paid by the Issuer in accordance with the Loan Agreement. The Loan Agreement and this Bond Resolution shall not be discharged unless all amounts due or to become due to the Bond Insurer for the Obligation have been paid in full or duly provided for. The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Obligation, become subrogated to the rights of the Owners of the Series 2024-A Bonds in accordance with the terms of the Insurance Policy for the Obligation. Each obligation of the Issuer to the Bond Insurer under this Bond Resolution and the Series 2024-A Bonds shall survive discharge or termination of this Bond Resolution and the Series 2024-A Bonds.

ARTICLE XII

RESERVED

ARTICLE XIII

RESERVED

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. 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 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;
- (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; or
- (e) permit the creation of a lien on the Gross Revenues prior or equal to the lien of the Parity Bonds.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Project, to reallocate proceeds of the Bonds among Project, to provide for Substitute Project, 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. Copies of any amendments shall be provided to the applicable NRSO at least 10 days prior to the effective date thereof.

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 of the Issuer 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 resolution or ordinance, 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 resolution or ordinance 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 resolution or ordinance 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. Copies of any amendments shall be filed on EMMA at least 10 days prior to the effective date thereof.

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 1402. 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.

(c) 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: (i) duly mailed by registered or certified mail, postage prepaid; or (ii) 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 of the Series 2024-A Bonds 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: (iii) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (iv) 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 1403. Bond Insurance. Notwithstanding any other provision of this Bond Resolution to the contrary, the Bond Insurer shall be deemed to be the sole Owner of the Obligation and corresponding Series 2024-A Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Series 2024-A Bonds are entitled to take pursuant to the Loan Agreement or this Bond Resolution pertaining to defaults and remedies.

In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Bond Resolution would adversely affect the security for the Series 2024-A Bonds or the rights of the Owner of the Series 2024-A Bonds, the effect of any such amendment, consent, waiver, action or inaction shall be considered as if there were no Insurance Policy.

Section 1404. Inconsistent Provisions. In case any one or more of the provisions of this Bond Resolution or of the Series 2024-A Bonds issued hereunder shall for any reason be inconsistent with the provisions of any Parity Resolution or any Parity Bonds: (a) the provisions of any Parity Resolution adopted prior to this Bond Resolution shall prevail with respect to Parity Bonds issued prior in time, so long as such Parity Bonds are Outstanding; and (b) the provisions of this Bond Resolution shall prevail with respect to any Parity Resolution adopted subsequent to the Bond Resolution, so long as any Parity Bonds issued under this Bond Resolution are Outstanding.

Section 1405. Electronic Transactions. The issuance of the Series 2024-A Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1406. 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 1407. 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 1408. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1409. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on May 7, 2024.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of Resolution No. ____ (the "Bond Resolution") of the City of Topeka, Kansas, adopted by the governing body on May 7, 2024, as the same appears of record in my office, and that the Bond Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: May 7, 2024.

Clerk

EXHIBIT A

(FORM OF SERIES 2024-A BONDS)

**REGISTERED
NUMBER** ____

**REGISTERED
\$** _____

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SHAWNEE
CITY OF TOPEKA
COMBINED UTILITY REVENUE BOND
SERIES 2024-A**

Interest **Maturity** **Dated** **CUSIP:**
Rate: 2.36% **Date:** **Date:** _____

REGISTERED OWNER: KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

PRINCIPAL AMOUNT: NOT TO EXCEED TWENTY MILLION FIVE HUNDRED AND ONE THOUSAND NINE HUNDRED AND TWO DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Topeka, in the County of Shawnee, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above, or such other lesser amount as set forth on Table of Cumulative Outstanding Principal Amount attached hereto, in the amounts and on the Stated Maturities set forth on such Amortization Schedule printed hereon, unless called for redemption prior to the Stated Maturities, and to pay interest on the cumulative Outstanding principal amount on this Bond, as set forth on the Table of Cumulative Outstanding Principal Amount attached hereto, at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the later of the date principal amounts are disbursed and added to the Table of Cumulative Outstanding Principal Amount, or the most recent date to which interest has been paid or duly provided for on such amounts, payable semiannually on March 1 and September 1 of each year, commencing on the first of such dates that follows the Dated Date (the “Interest Payment Dates”), until the Principal Amount has been paid. This Series 2024-A Bond is issued as a single certificate in the denomination of the Principal Amount described above, or the Outstanding declining principal balance thereof, as shown on the Amortization Schedule, whichever is less. The final actual amount of this Series 2024-A Bond may be established without revision of any other terms, provisions or conditions of this Bond Resolution, other than the Table of Cumulative Outstanding Principal Amount and Amortization Schedule attached to this Series 2024-A Bond certificate.

Method and Place of Payment. The principal or redemption price of this Series 2024-A Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Series 2024-A Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Series 2024-A Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). Notwithstanding the foregoing, principal of this single Series 2024-A Bond will be paid in the same manner as interest is paid and presentation and surrender of this Bond to the Paying Agent shall not be necessary until the final payment of the entire obligation evidenced by this Series 2024-A Bond. The interest payable on this Series 2024-A Bond on any Interest Payment Date shall be paid to the person

in whose name this Series 2024-A Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner or, (b) in the case of an interest payment to any Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2024-A Bonds, by electronic transfer to such Registered Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Series 2024-A Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

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

ADDITIONAL PROVISIONS OF THIS SERIES 2024-A BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Series 2024-A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Series 2024-A Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation, and that provision has been duly made for the collection and segregation of the Gross Revenues of the combined water, water pollution control and stormwater utility facilities of the Issuer (the “System”) and for the application of the same as provided in the hereinafter defined Bond Resolution.

IN WITNESS WHEREOF, the Issuer has caused this Series 2024-A Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF TOPEKA, KANSAS

(Facsimile Seal)

_____ (facsimile)

Mayor

ATTEST:

By _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Series 2024-A Bond is one of a series of Combined Utility Revenue Bonds, Series 2024-A, of the City of Topeka, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

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

By _____

Registration Number: _____

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Series 2024-A Bonds. This Series 2024-A Bond is one of an authorized series of bonds of the Issuer designated “Combined Utility Revenue Bonds, Series 2024-A,” aggregating the principal amount of \$20,501,902 (the “Series 2024-A Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Series 2024-A Bonds and the Resolution of the Issuer prescribing the form and details of the Series 2024-A Bonds (collectively, the “Bond Resolution”), including for the purpose of securing a loan (the “Obligation”) made by the Kansas Department of Health and Environment to the Issuer pursuant to the terms of the Loan Agreement for KWPCRF Project No.: C20 3069 01 (the “Loan Agreement”), between the Kansas Department of Health and Environment, acting on Behalf of the State of Kansas, and the Issuer. The Series 2024-A Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-620 *et seq.*, and K.S.A. 10-1201 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

Special Obligations. The Series 2024-A Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the taxing power of the Issuer is not pledged to the payment of the Series 2024-A Bonds either as to principal or interest. The Series 2024-A Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The Series 2024-A Bonds shall be junior and subordinate with respect to the payment of principal and interest and in all other respects to the Permitted Loans, which are payable as Expenses of the System. The Series 2024-A Bonds stand on a parity and are equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with the Issuer’s Combined Utility Improvement and Refunding Revenue Bonds, Series 2014-A, Combined Utility Improvement and Refunding Revenue Bonds, Series 2016-A, Combined Utility Revenue Bonds, Series 2017-A, Combined Utility Revenue Bonds, Series 2018-A, Combined Utility Improvement and Refunding Revenue Bonds, Series 2019-A, Combined Utility Improvement and Refunding Revenue Bonds, Series 2020-A, Combined Utility Improvement and Refunding Revenue Bonds, Series 2021-A, and

Combined Utility Revenue Bonds, Series 2023-A, except the Series 2024-A Bonds shall not be secured by any bond reserve account. ***Under the conditions set forth in the Bond Resolution, the Issuer has the right to issue Additional Bonds and Parity Obligations payable from the same source and secured by the Net Revenues on a parity with said Net Revenues; provided, however, that such Additional Bonds and Parity Obligations may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Bond Resolution.***

The Issuer hereby covenants and agrees with the Registered Owner of this Series 2024-A Bond that it will keep and perform all covenants and agreements contained in the Bond Resolution, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce Net Revenues sufficient to pay the costs of operation and maintenance of the System, pay the principal of and interest on the Series 2024-A Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Bond Resolution for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the Gross Revenues, the nature and extent of the security for the Series 2024-A Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

Redemption Prior to Maturity. The Series 2024-A Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Transfer and Exchange. This Series 2024-A Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Series 2024-A Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Series 2024-A Bond or Series 2024-A Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Series 2024-A Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Series 2024-A Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Series 2024-A Bonds are issued in fully registered form in Authorized Denominations. Notwithstanding the foregoing, absent an Event of Default with respect to the Series 2024-A Bonds, the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, or its successors and assigns under the Loan Agreement, shall at all times be the Registered Owner of the Series 2024-A Bonds and the Bond Registrar shall be under "Stop Transfer" orders with respect to any transfer of the Series 2024-A Bonds other than as permitted by the Bond Resolution.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Series 2024-A Bonds:

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

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Series 2024-A Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Series 2024-A Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

<u>Date</u>	Principal Amount <u>Advanced</u>	Cumulative Outstanding <u>Principal Amount</u>	Notation <u>Made By</u>
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AMORTIZATION SCHEDULE



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
May 7, 2024

DATE: May 7, 2024
CONTACT PERSON: **DOCUMENT #:**
SECOND PARTY/SUBJECT: Public Comment **PROJECT #:**
Protocol
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

PUBLIC COMMENT PROTOCOL

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

Governing Body Rule 5.5

(c) **Public Comment on a specific agenda item:** Comments from members of the public concerning a specific agenda item will be heard at the time the item is considered. Persons will be limited to addressing the governing body one (1) time on a particular matter unless otherwise allowed by a vote of six (6) or more members of the governing body.

(d) **General public comment:** Requests by members of the public to speak during the public comment portion of a regular governing body meeting will be placed on the agenda on a "first-come, first-served" basis. The request should state the name of the individual(s) desiring to be heard. Each such individual shall be limited to addressing the governing body one (1) time and his or her comments shall be limited to topics directly relevant to business of the governing body; provided however, that comments pertaining to personnel and litigation matters shall not be allowed.

Procedures for Addressing the Governing Body

In accordance with Governing Body Rules 5.6 and 5.7, the following protocols for public comment apply:

- Each person shall state his or her name and city of residence in an audible tone for the record.
- All remarks shall be addressed to the Governing Body as a whole -- not to any individual member.

- In order to provide additional time for as many individuals as possible to address the Governing Body, each individual signed up to speak will need to complete his or her comments within four minutes.

The following behavior will not be tolerated from any speaker:

- Uttering fighting words
- Slander
- Speeches invasive of the privacy of individuals (no mention of names) Unreasonably Loud Speech
- Repetitious Speech or Debate
- Speeches so disruptive of proceedings that the legislative process is substantially interrupted

Any speaker who engages in this type of behavior will be warned once by the presiding office (Mayor). If the behavior continues, the speaker will be ordered to cease his or her behavior. If the speaker persists in interfering with the ability of the Governing Body to carry out its function, he or she will be removed from the City Council Chambers or Zoom meeting room.

Members of the public, Governing Body and staff are expected to treat one another with respect at all times.

Zoom Meeting Protocol

- Make sure your Zoom name, email and/or phone number matches what was submitted to the City Clerk when you signed up for public comment. Any misnamed or unauthorized users will not be admitted to Zoom.
- Please keep your mic muted and your camera off until you are called by the Mayor to give your comment.
- If you are cut off during your comment time due to an internet connection or technical issue, you will need to submit your comments in writing to the City Clerk at atcclerk@topeka.org 215 SE 7th Street, Room 166, Topeka, KS 66603 for attachment to the minutes.
- If you break any of the public comment rules, you will receive one warning from the Mayor. If you continue any prohibited behavior, you will be removed from the Zoom meeting room and will not be allowed to rejoin.
- Public comment is limited to four minutes. You may receive an extension at the discretion of the Governing Body. The timer will be visible to you in the 'City of Topeka Admin' window on the Zoom app. Call-in users will hear one beep when a minute is remaining and then another beep when time has expired.
- Please do not share the Zoom login information with anyone. Any unauthorized users will not be admitted to the Zoom meeting room.

BUDGETARY IMPACT:

SOURCE OF FUNDING: