



**CITY OF LANSING**  
*Council Chambers*  
800 1st Terrace  
Lansing, KS 66043

**COUNCIL AGENDA**  
*Regular Meeting*  
**Thursday, January 17, 2019**  
**7:00 P.M.**

**WELCOME TO YOUR CITY COUNCIL MEETING**

Regular meetings are held on the first and third Thursday of each month at 7 pm and are televised on Cable Television Channel 2 on Monday 7 pm, Tuesday 10 am & 7 pm, Friday 5 pm, Saturday 1 pm and Sunday 7 pm.

Any person wishing to address the City Council, simply proceed to the microphone in front of the dais after the agenda item has been introduced and wait to be recognized by the Mayor. When called upon, please begin by stating your name and address. A time designated "Audience Participation" is listed on the agenda for any matter that does not appear on this agenda. The Mayor will call for audience participation. Please be aware that the city council and staff may not have had advance notice of your topic and that the city council may not be able to provide a decision at the meeting. If you require any special assistance, please notify the City Clerk prior to the meeting.

***Call To Order***

***Pledge of Allegiance***

***Roll Call***

***AMENDED***

**OLD BUSINESS:**

1. Approval of Minutes

**NEW BUSINESS:**

***Audience Participation***

***Presentations***

***Council Consideration of Agenda Items:***

2. Operation Green Light Briefing and Cooperative Agreement
3. Waste Management Contract Addendum
4. Treasurer's Report for Quarter Ending December 31, 2018
5. Request to Purchase – Police Department – Records Management System
6. Executive Session – Consultation with Attorney
7. Ordinance No. 1016 – Issuance of GO Bonds, Series 2019-A
8. Resolution No. B-1-19 – Sale and Delivery of GO Bonds, Series 2109-A
9. Charter Ordinance 1-2019 – Transient Guest Tax
10. Resolution No. B-2-19 – Transient Guest Tax

***Reports:***

Department Heads: City Attorney; City Engineer; City Administrator; Councilmembers

***Proclamations***

***Other Items of Interest:***




11. Monthly Department Vehicle and Equipment Mileage Reports
12. Community & Economic Development Permits/Licenses & Code Enforcement Report

***Adjournment***

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator   
THRU: Sarah Bodensteiner, City Clerk   
FROM: Shantel Scrogin, Assistant City Clerk   
DATE: January 8, 2019  
SUBJECT: Approval of Minutes

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The Regular Meeting Minutes for January 3, 2019, are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes for January 3, 2019, as presented.

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**AGENDA ITEM #**

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**CITY OF LANSING**  
**CITY COUNCIL MEETING**

**REGULAR MEETING MINUTES**  
**January 3, 2019**

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**Call To Order:**

The regular meeting of the Lansing City Council was called to order by Mayor Mike Smith at 7:00 p.m.

**Roll Call:**

Mayor Mike Smith called the roll and indicated which Councilmembers were in attendance.

**Councilmembers Present:**

**Ward 1:** Gene Kirby and Dave Trinkle

**Ward 2:** Andi Pawlowski and Don Studnicka

**Ward 3:** Jesse Garvey

**Ward 4:** Tony McNeill and Gregg Buehler

**Councilmembers Absent:** Kerry Brungardt

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**OLD BUSINESS:**

**Approval of Minutes:** Councilmember Studnicka moved to approve the regular meeting minutes of December 20, 2018, as presented. Councilmember Kirby seconded the motion. The motion was unanimously approved.

**Audience Participation:** Mayor Smith called for audience participation and Mayor Smith invited Representative Elect, David French to the microphone.

Representative Elect 40<sup>th</sup> District David French introduced himself to the Council and stated he considers himself part of the team to make Lansing a better place to live. He will be located in Room 167 North in Topeka and always welcomes visitors.

**COUNCIL CONSIDERATION OF AGENDA ITEMS:**

**2019 Legislative Action Plan:** Councilmember Buehler moved to approve the 2019 Legislative Action Plan. Councilmember Pawlowski seconded the motion.

- Councilmember McNeill stated I kind of sent Tim an email about it. I don't necessarily agree on the Tax Lid repeal personally but there was a couple options. One was instead of a vote I think there was a write in petition like if there was enough folks who didn't want it raised. I'd be in favor of amending the bill. I don't think we're going to get it repealed, first off. I mean I think it's a great idea, but I don't think that is going to happen. I mean I would say we'd be in favor of trying to get some kind of amendment to that Bill.
  - City Administrator Tim Vandall replied I think and you bring up a good point too. I think one of the issues the League would have with the Bill in its current form is the fact that it is a Tax Lid but also that cities would have to set up an election with next to no notice.
    - Councilmember McNeill responded right and pay for it.
    - City Administrator Tim Vandall stated yeah, exactly. And I think what you are kind of proposing, so you're saying amend it so people would have to file a petition instead of an election. Is that right?
      - Councilmember McNeill replied there's a couple of options and that's one of the options. An amendment to the Bill, I would be in favor of that versus trying to repeal it. I think that is going to go nowhere.
      - Councilmember Pawlowski stated if I can add. I actually went and testified for the League when they put that in. David, it's a good thing you're here. This is an issue that we talk about a lot and other communities talk about a lot. The rate of inflation is the same for everybody so say it is 1.5%. 1.5% in Shawnee, Lenexa or Overland Park to raise the Mill is a lot different than 1.5% in Lansing, Kansas. The reason why I talked about it at the League is because we had a road failure. I think at the time we had figured out to raise it, to fix the road it was going to be a quarter of a million dollars but to raise the Mill Levy enough to fix that, to raise

it according to Tax Lid was going to be \$31,000. Which could really mess us up. It happened before but I use that as an example. I think that's why they initially or originally put in the infrastructure. Didn't they put in infrastructure.

- City Administrator Tim Vandall stated I know there's caveats in there for public safety and possibly infrastructure too.
  - Councilmember Pawlowski replied it's just sometimes I think that the big cities forget what happens in the little cities. And while I understand the idea of a Tax Lid it really kind of hurts us if we have a big crisis.
    - Councilmember McNeill stated it's currently the law. Ok, so I mean trying to repeal it, it might be useless.
  - Mayor Smith stated what happened about 30-40 years ago is they had it and they did repeal it. They brought it back because and then the people up there said listen the cities should be able to govern their own taxes if they are doing what they are supposed to be doing. I know this group has always been tight. We were raised by Mayor Bernard so I know we've always been tight on this stuff. They did repeal one time. It keeps going back and forth. I agree with Tony but I don't know if it will ever go to appointment. That is something we'd definitely like you to keep an eye on this Dave, if you would.
- David French replied we talked about this.
  - Mayor Smith responded we did earlier, me, you and Tim.
- Councilmember McNeill stated at a minimum we should express the desire to have the them take out an election. Take that out then have a petition.
- Mayor Smith replied I agree.
  - Councilmember McNeill stated if they don't want to raise it, they can petition.
- City Administrator Tim Vandall responded I think staff is good either way but we do want this approved, I guess, so we can give this to Senator Braun and Representative Elect French. I do believe there's a motion and a second on the floor though.
- Mayor Smith responded there is.
  - Councilmember Pawlowski asked do we need to change that. Is there any wiggle room in the wording so that you don't need to change it?
    - City Administrator Tim Vandall replied I would say we'd have to remove the motion and the second, but if we wanted to write we support amending the property Tax Lid to allow...
  - Councilmember Pawlowski responded other options.
    - City Administrator Tim Vandall asked do you have a wording suggestion?
      - Councilmember McNeill responded I think I cut and pasted the wording in from the email I sent you. I mean we would favor a repeal of course but you know if that should fail we would favor having an amendment to the Bill.
    - Councilmember Pawlowski stated I can tell you talking to other cities that they had opportunities to

lower the Mill Levy but they didn't because of a crisis. So, it's kind of created the wrong, you know what I am saying, it has caused people not to do it when they could have because they knew if there was a crisis.

- David French replied they'd need it.
  - Councilmember Pawlowski stated so it's a double edge sword. Sarah, did you come up with something?
- Councilmember Buehler asked do you have the wording?
- City Clerk Sarah Bodensteiner replied I have the email, but I was going pick easier language for someone to say.
  - Councilmember Pawlowski responded ok.
- Mayor Smith asked we got to withdraw this.
  - City Clerk Sarah Bodensteiner replied we will need to withdraw, correct.
  - Councilmember Garvey asked who made the motion to second.
- City Clerk Sarah Bodensteiner responded Andi would need to withdraw her second, and Mr. Buehler would need to withdraw his motion.

Councilmember Pawlowski withdrew her second.  
Councilmember Buehler withdrew his motion.

- City Clerk Sarah Bodensteiner stated the motion we are looking for would be to approve the 2019 Legislative Action Plan to include supporting amending the Tax Lid. That is really the only change you have provided.
  - Mayor Smith replied that kind of leaves it open so.

Councilmember Buehler moved to approve the 2019 Legislative Action Plan to include supporting the amending of the Tax Lid. Councilmember Pawlowski seconded the motion. The motion was unanimously approved.

**Preliminary Development Plan:** Councilmember Pawlowski asked does this comply with all of our setbacks and everything.

- Community & Economic Development Director Matthew Schmitz replied yes.
  - Councilmember Pawlowski stated because I know Matt when we were talking about Freddy's there was discrepancy between the city setback and KDOT setback. And I think we proceeded under KDOT'S setback. Is that right?
    - City Engineer Matt Harding stated I think you are referring to the right of way. It varies through that section.
- Councilmember Pawlowski asked and you are good with this.
  - City Engineer Matt Harding replied KDOT is good with it.
    - Councilmember Pawlowski stated you are very diplomatic.
- Councilmember Studnicka stated the only question I got on this issue is when I read my packet there seems to be an issue about who owns what property and where the actual property lines are at.
  - Community & Economic Development Director Matthew Schmitz responded there is a property dispute along the South edge of the property.
    - Councilmember Studnicka asked and this plat includes that disputed area.
      - Community & Economic Development Director Matthew Schmitz replied the plat recorded with the county includes the disputed area. Yes. This development plan was modified so that no improvements are made in that disputed area. So even if it is established that property is not Greenamyre's, and its Mr. Connel's then there is nothing on what you're

approving tonight that's built in that area. So, if that was done, the setbacks are from the disputed line meaning that they are off of the farthest it could be so that if the property was given to Mr. Connel then nothing you're approving tonight will be affected by that.

- City Administrator Tim Vandall stated it would still be compliant with all of our work. And to kind of take it back, two years ago we had this same discussion and two years ago we told Mr. Greenamyre you cannot build a building as you have proposed because at that point the building would have been encroaching a little bit on the setbacks and disputed area. The way he's built the building now, he's reduced the amount of square footage he was going to have in order to comply with what we asked him two years ago. So, I think I feel he's made an attempt to at least resolve the issue.
- Councilmember Trinkle stated according to the handout I have, he's saying or I guess the County is saying this or whoever the surveyor is that it could be a difference of two feet. Two feet east or west. That would make a difference wouldn't it.
  - Community & Economic Development Director Matthew Schmitz responded well it's North and South in this situation. The property line is not straight along the south side of Mr. Greenamyre's property. It angles as it goes toward the east. So, it varies from a maximum of two feet down to a foot and half or so as it goes along there. Like I said, the setbacks that have been designed in this development plan account for that so that even if it was determined that the property that is being disputed was Mr. Connells, the setbacks would still meet our requirements.
    - Councilmember McNeill responded so even if the dispute gets done later and they say you're right, you have your two feet. It's just going to give them the two feet, right, there's no building or anything on there. So, it ain't going to affect the development. So, I mean, part of this piece of paper where the two surveyors of guys who have to get together.
      - Community & Economic Development Director Matthew Schmitz stated two surveyors or it can go to a judge and the judge can say this is what it's going to be.
        - Councilmember Kirby stated this has been going on for two years.
          - Community & Economic Development Director Matthew Schmitz replied it's been going on for quite awhile.
            - Mayor Smith stated it sure has.
  - Councilmember Pawlowski asked this isn't a plat. Plat has already been approved. This is a development plan.
    - Community & Economic Development Director Matthew Schmitz responded that's correct. This is a development plan as required by the MSOD. The plat that is recorded with the county shows this two-foot strip of ground as being Mr. Greenamyre's.
      - Councilmember Pawlowski asked but that is what is in dispute.
        - Councilmember McNeill replied right.
          - Community & Economic Development Director Matthew Schmitz stated that's correct.
            - Mayor Smith asked but we aren't touching that part.
              - Councilmember Pawlowski stated right.
    - Councilmember Garvey responded even though it says it's his, he's not going to develop on it.
      - Community & Economic Development Director Matthew Schmitz stated correct.
        - Councilmember Buehler responded because of the dispute.
          - Councilmember Garvey responded because of the dispute.
    - Mayor Smith asked Mr. Connel you got anything to say on this. You got anything you want to say.
      - Russ Connel at 1812 Eisenhower Rd stated like you said Mr. Smith this dispute has been going on for a long time but I just now figured out what I can do. I'm going to file



grievance with the State, this surveying company because they should have knew because they were told 15 years ago it was wrong. They keep, you know I'm not mad at Mr. Greenamyre. I'm mad at the company he hired. I mean, you know and I think by me going through the legal way. I'm all for development.

- Mayor Smith replied right. I know you've got enough of it around town.
  - Russ Connel replied you know, but even commercial, I'm all for that. That's all. See I wasn't even notified it was going to be a topic. I didn't get the letter through the mail.
    - Councilmember Pawlowski stated probably since the plat has already been filed.
      - City Administrator Tim Vandall asked can you speak to that Matt.
        - Community & Economic Development Director Matthew Schmitz stated I can. So, the property, anytime there's a preliminary plat done. Any property within 200 feet of that gets notified. So, you would have received a letter or it would have gone to one of the houses there that you own.
          - Russ Connel stated everyone knows my address.
            - Community & Economic Development Director Matthew Schmitz replied it may have gone to the house that was there but we can go back and look.
          - Mayor Smith asked Matt don't we also send it to the property owner.
        - Community & Economic Development Director Matthew Schmitz responded should be, yes.
  - Councilmember McNeill stated but the bottom line from our perspective on this issue is the two feet that is in dispute is not going to be built on so even if we approve this and later on you win your dispute, sir. You're going to get your two feet and it's not going to make a difference. I mean I understand your issue.
    - Russ Connel replied right, see there's three pins that it affects. It's just not one pin. It's how that railroad is. It's three pins that was there long before they surveyed it. But no, it's the surveying companies that I am after. And I went to look on the Planning and Zoning to see if they had their stamp on it so I can start filing my paperwork but it doesn't. There a couple of weeks ago when we were at the Planning and Zoning.
  - Councilmember Buehler asked how far from the disputed area is that parking lot/driveway going to be? It looks like it's not, I mean based on the drawing it looks like its [hand gesture showing space].
    - Community & Economic Development Director Matthew Schmitz responded setbacks apply to buildings not parking lots or driveways so the driveway itself, I mean the curb that is there will be within a couple of feet of the disputed area.
      - Councilmember Buehler replied ok so a couple of feet, not right on top of the disputed.
        - Matthew Schmitz stated correct, correct. It's not set so it would be right on the line if Mr. Connel is correct.
          - Councilmember Buehler responded ok, it looked like that. I just wanted, I couldn't see any numbers because my eyes aren't that good.
    - Russ Connel stated well my main concern, excuse me, my main concern is the water runoff. We had a meeting with the state, the state, you know, agreed to what was going to happen, you

know, years ago ok. So, that's what I hope we don't run into this problem on this development. Thank you.

- Mayor Smith replied thank you, anymore discussion?
- Councilmember McNeill asked there was discussion on the detention part of it, right.
  - Community & Economic Development Director Matthew Schmitz correct. The tension base is to the northeast of this property was developed with Fairlane Commercial to serve all of those properties. So, this property would essentially have off site retention.

Councilmember Pawlowski moved to approve the preliminary development plan for 400 North Main Street, Lot 3, Fairlane Commercial District. Councilmember Buehler seconded the motion. The motion was approved with Councilmember Trinkle voting against the motion.

**Request to Purchase – Parks & Recreation Department Mowers:** Councilmember Pawlowski moved to approve the purchase of an Exmark Lazer Z 72 inch mower and an Exmark Lazer Z 96 inch mower from Kansas Golf and Turf in an amount not to exceed \$55,998.00. Councilmember McNeill seconded the motion.

- Councilmember Pawlowski stated you're our lawn mower guy Gene. You got nothing.
- Councilmember Garvey asked one was already used when we got it, right?
  - Parks & Recreation Director Jason Crum responded that's right. The first one. The wide area mower was already used when we got it.
    - Councilmember Kirby stated the Wing mower is shot. Ain't no getting around that.
      - Parks & Recreation Director Jason Crum replied it's toast.
        - Councilmember Kirby stated I've been down and looked at it. So, we're good. It's nice to see we're trying to maybe get away from Kubota. Don't sue me Kubota wherever you are.
          - Parks & Recreation Director Jason Crum responded try something different.
          - Councilmember Kirby stated I quit using them.
- Councilmember Garvey asked are we mowing more than we use to or about the same.
  - Parks & Recreation Director Jason Crum about the same. If we can do everything in a given week, it's right around 100 acres we do.
    - Councilmember Garvey because we contract the area the prisoners use to mow, right.
      - Parks & Recreation Director Jason Crum that's right.

The motion was unanimously approved.

**Request to Purchase – Police Department Vehicles:** Councilmember Buehler moved to approve the purchase of two police package patrol vehicles from Landmark Dodge in an amount not to exceed \$62,352.00. Councilmember Pawlowski seconded the motion.

- Councilmember Pawlowski asked didn't we buy Explorers last year.
  - Police Chief Steve Wayman responded we did buy Explorers last year. Dodge's offering the Durango and a Pursuit package now which wasn't available last year. I bid the Dodges out and I think they're going to be a better unit than the Explorers. I'm not real thrilled, this week I've had to replace a part I've never heard of before and its call a Hydraulic Engine Mount, Motor Mount which now that's what Ford uses Hydraulic Motor Mounts. So, there's parts on it. You know the cost difference between the Durango Pursuit package and the Explorer is about \$180 and the reason for that is that Dodge offers blind side mirror. So, if anybody comes in your mirror blind spot or a vehicle or anything, it's a safety feature. So, its running about \$180 more a unit.
    - Councilmember Pawlowski stated I have that on my car. I like it.
      - Police Chief Steve Wayman continued so really if I didn't want that, it's \$325 a unit. You take that off, it lowers it but it's a safety issue. So, I went ahead and added it into that package.



- Councilmember Buehler asked will that set off if someone is walking.
    - Police Chief Steve Wayman replied no, I think it's more if when it's in gear, driving and you go to change lanes or anything and set off an alarm and let you know somebody is there.
- Councilmember Pawlowski asked how much does the other stuff cost just for grins. The other stuff.
  - Police Chief Steve Wayman responded you're probably looking at anywhere, the camera systems now we're probably going to go intermittent in-car camera systems which means I'm not going to put shoulder mount body camera so part of the cars will have an in-car camera system. An in-car camera system will cost \$5,000, I probably won't put that in these cars. But by the time, I got to look, I'm thinking about recycling a light bar, that's \$1,500 if we buy a new one and all the other odds and ends. \$3-4,000 by the time you put partitions and everything else in.
    - Councilmember Pawlowski asked so probably another \$10,000?
      - Police Chief Steve Wayman replied if we're replacing all the camera systems and everything also, yeah.
        - Mayor Smith asked Steve is that in your Police Reserve Fund that comes out of.
          - Police Chief Steve Wayman replied it comes out of City Equipment Replacement Fund.
            - City Administrator Tim Vandall stated no, these come out of General Fund. We've just been programming them in.
              - Mayor Smith responded ok, thank you.
                - Police Chief Steve Wayman stated sorry about that.
  - Councilmember Studnicka asked you have sufficient budget to handle that for what you need.
    - Councilmember McNeill responded we approved this for this budget year.
      - Councilmember Studnicka responded right it was approved for cars.
  - Councilmember Garvey asked did Speedway just chose not to submit a bid?
    - Police Chief Steve Wayman replied Speedway, you know I've gone up there every year that I bid stuff and I take it up there. I talked to Bryce who's their manager. When it comes to fleet sales or commercial vehicles, most your independent dealerships they don't do a lot. They've got to specialize in that. Landmark out of Independence, they base it off the MARC bid out of the greater Kansas City area and I believe Davis Moore, whoever it was out of Wichita, they're the Kansas bid.
      - Councilmember Pawlowski asked they have the State bid.
        - Police Chief Steve Wayman responded yeah, they had the State bid. So actually, the MARC bid has always come in cheaper than the state bid on contracts.
          - Councilmember Garvey stated they can't compete with them then.
            - Police Chief Steve Wayman responded well when you do fleet vehicles like this, there is a lot of special codes that they use and if they don't do it a lot, then they make no money off the car for what they get. I mean Speedway right here in town, they're getting the back end anyways which is repair work.
              - Mayor Smith stated yeah, maintenance.
                - Councilmember Kirby stated it's not like they get shut out of the picture at all.
                  - Police Chief Steve Wayman stated no and Speedway right now, our Explorers, we take them back to the dealership to be worked on. It's

taken us up to 3 weeks to get a car back just because of how long they are. Speedway is usually, if they can get the parts, has been 2-3 days and we're back on line.

- o Councilmember Pawlowski stated thanks Steve.

The motion was unanimously approved.

### **REPORTS:**

**Department Heads:** Department Heads had nothing to report.

**City Attorney:** City Attorney had nothing to report.

**City Engineer:** City Engineer had nothing to report.

**City Administrator:** City Administrator Tim Vandall stated the Chamber of Commerce Annual Dinner is January 25<sup>th</sup> at the Riverfront Community Center. City Administrator Tim Vandall relayed there will be a meet and greet with the new Director of Alliance Against Family Violence on January 8<sup>th</sup> from 4-6pm at The Depot if anyone wants to attend. City Administrator Tim Vandall stated conversations with the Townships have been positive since the last meeting, so a new meeting is pending the week of January 14-18 in the evening to meet with representatives from each Township to continue discussion. Councilmember McNeill, Councilmember Kirby, Councilmember Pawlowski and Mayor Smith volunteered to attend that meeting. Councilmember McNeill asked that the Townships bring their requests for what they need from a Fire Entity to the meeting. City Administrator Tim Vandall reminded the Council that Highland Park bids previously came in high, the plan was scaled back a bit and, updated bids will be coming in again for a meeting in February. Also, the Request for Qualifications for the Parks and Rec. Master Plan will be coming in soon. Councilmember Pawlowski and Councilmember Garvey volunteered to be a part of the committee that reviews the qualifications from the firms. During the last Coffee with the City Administrator, discussion on pools arose again. City Administrator Tim Vandall thought surveying Lansing residents with questions such as if they want a pool or not, if a specific tax increase amount is reasonable, etc. would be helpful. Parks & Recreation Director Jason Crum suggested even using Survey Monkey to get an idea on what residents want could benefit the discussion.

**Governing Body:** Councilmember Studnicka relayed that he has heard from multiple residents with how pleased they were on how well the Angel Falls walking trail and the City Center have been maintained. Councilmember Trinkle passed along he heard residents were happy with the way Public Works handled the snow removal in November.

Councilmember Garvey referenced a letter from Stacia Radke was awesome and wanted Steve to pass along to Officer Mock that it was great that he represented the City the way he did.

Councilmember Buehler provided a fun fact, on this day in 1959 Alaska was admitted as the 49<sup>th</sup> State of the Union.

### **ADJOURNMENT:**

Councilmember Buehler moved to adjourn. Councilmember Pawlowski seconded the motion. The motion was unanimously approved. The meeting was adjourned at 7:47 p.m.

**ATTEST:**


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Michael W. Smith, Mayor

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Sarah Bodensteiner, City Clerk

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## AGENDA ITEM

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TO: Mayor; Lansing City Council  
FROM: Tim Vandall, City Administrator   
DATE: January 7, 2019  
SUBJECT: Operation Green Light

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Explanation: Operation Green Light is a regional effort to improve traffic flow and reduce vehicle emissions in the Kansas City Area. The program is administered through the Mid-America Regional Council. According to MARC, the program reduces vehicles stops by 220 million, saves 1.9 million hours, saves 1.8 million gallons of gas, reduces 3,000 tons of pollutants, and saves \$35.2million dollars.

Financial Considerations: The City's costs are \$2,400 annually.

Policy Considerations: The City Council expressed a desire to be briefed on this program more thoroughly at a previous meeting. Staff has invited Ray Webb, the MARC Manager of Traffic Operations, to brief the Council on the program.

Action: Approve Operation Green Light, as presented.

# Presentation to City of Lansing, KS January 17, 2019



## Outline

- State of Signal Operations
- OGL Program / Operations
- Program Partners / Corridors
- Communication / Software
- Performance Measures
- Future Direction

### FAST FACTS

**700+** Traffic Signals

**200+** Roadway Miles

**1.6 Million** Trips/Day

**50/50** Local Agency/  
Federal Funding

**\$600** Local Agency Annual  
Cost Per Signal





## EFFICIENT TRANSPORTATION

- Transportation Outlook 2040
- **Operation Green Light**
- RideKC regional transit plan
- Bicycle/Pedestrian programs
- RideShare carpool program
- Destination Safe Coalition
- KINETIC transportation futures series
- Freight and goods movement
- Public input and participation

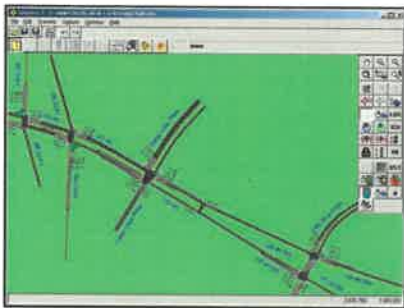
| National Traffic Signal<br>Report Card 2012 |           |
|---|-----------|
| Management                                  | D         |
| Traffic Signal Operations                   | C         |
| Signal Timing Practices                     | C         |
| Traffic Monitoring<br>and Data Collection   | F         |
| Maintenance                                 | C         |
| <b>OVERALL</b>                              | <b>D+</b> |

| National Traffic Signal<br>Report Card<br>2007  |          |
|---|----------|
| Management                                      | D-       |
| Signal Operation<br>at Individual Intersections | C        |
| Signal Operation<br>in Coordinated Systems      | D        |
| Signal Timing Practices                         | C-       |
| Traffic Monitoring<br>and Data Collection       | F        |
| Maintenance                                     | C-       |
| <b>OVERALL</b>                                  | <b>D</b> |



## ***Mission:***

Operation Green Light monitors and manages the existing transportation system through safe and efficient traffic signal operations to reduce travel time, fuel consumption and air pollution.



## ***Program Elements:***

- Traffic Signal Timing / Coordination
- Regional Communication Network
- Advanced Traffic Signal Management Software (TransSuite)
- Video Server (Genetec)

## ***Operation Green Light***

- Traffic Signal Timing / Coordination
- Improving:
  - Traffic Flow & Air Quality
  - Incident Response
  - Signal Operations / Maintenance
- 26 Partner Cities and Agencies
- 732 OGL Intersections
- \$1.2M Program



FHWA (MO & KS)

**KANSAS**

KDOT

Bonner Springs

Fairway

Lansing

Leavenworth

Leawood

Lenexa

Merriam

Mission

Mission Woods

Prairie Village

Olathe

Overland Park

Shawnee

Unified Government-WyCoKCK

Westwood

**MISSOURI**

MoDOT

Belton

Gladstone

Independence

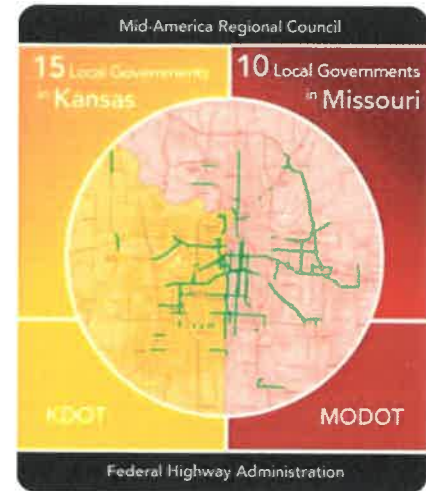
Kansas City

Lee's Summit

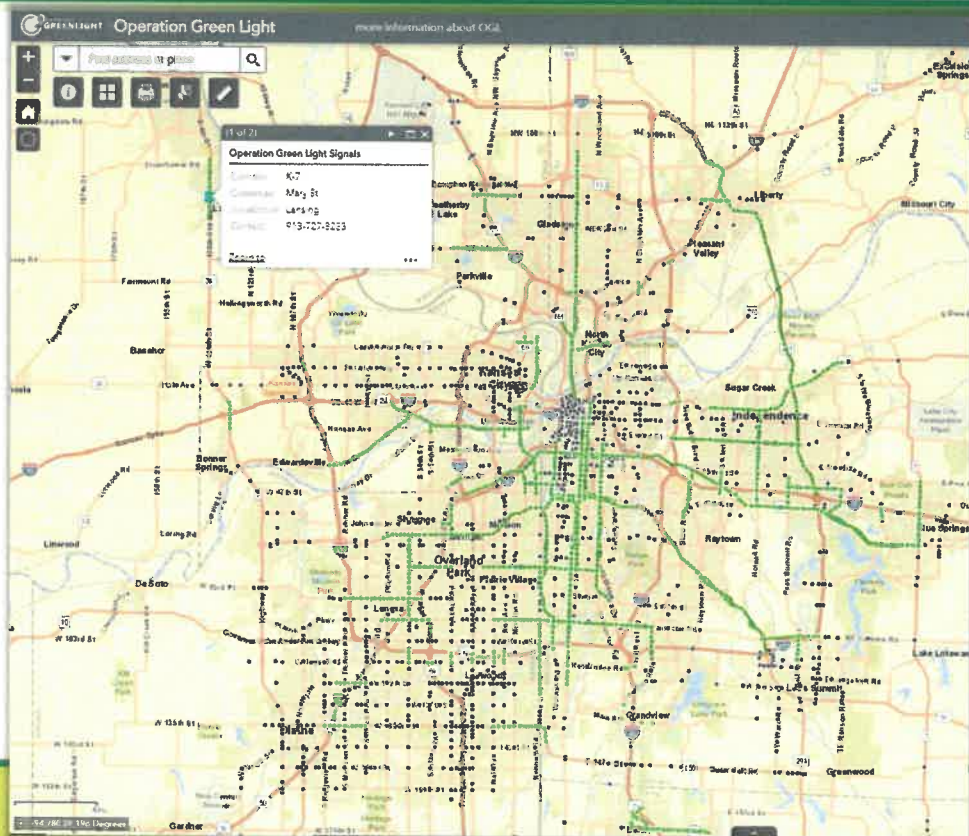
Liberty

North Kansas City

Raymore



2019: Blue Springs and Grandview



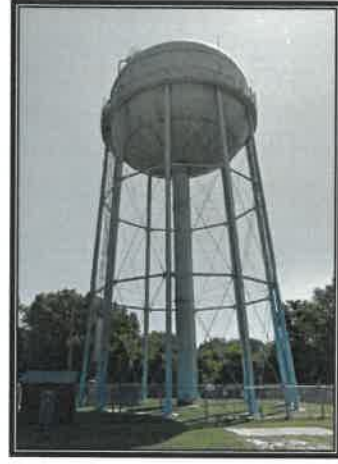
# Communications



Communication  
Towers



Roof tops



Water Towers

# Communications

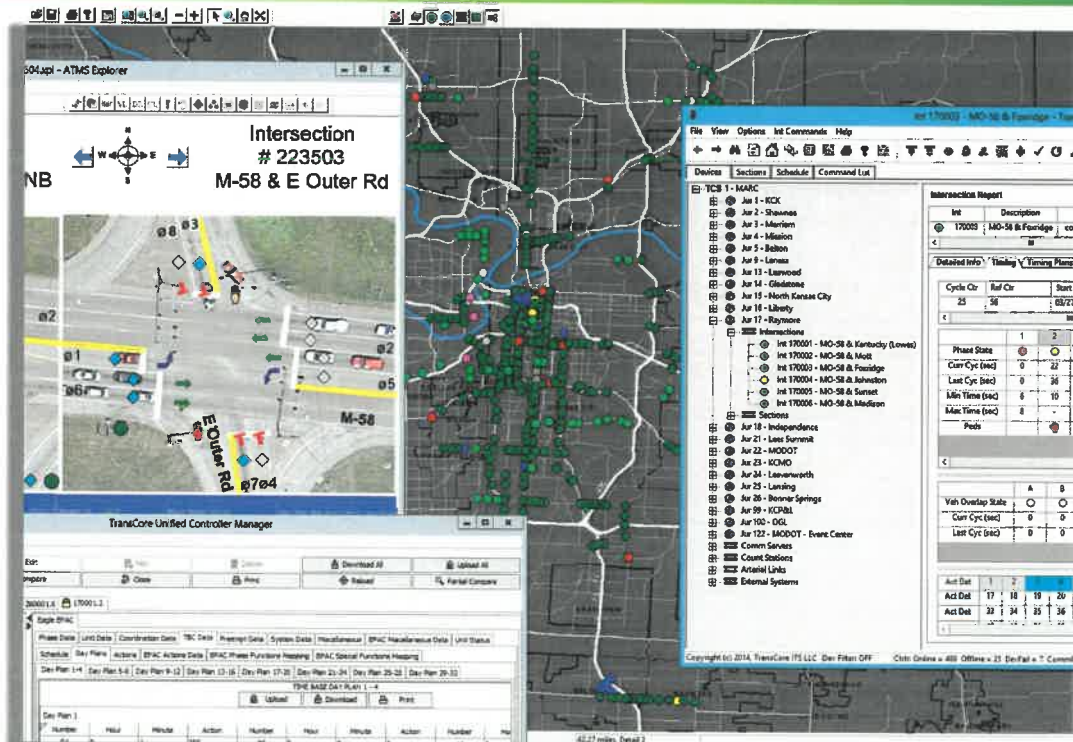




## • Lansing Communications Network



Pod11

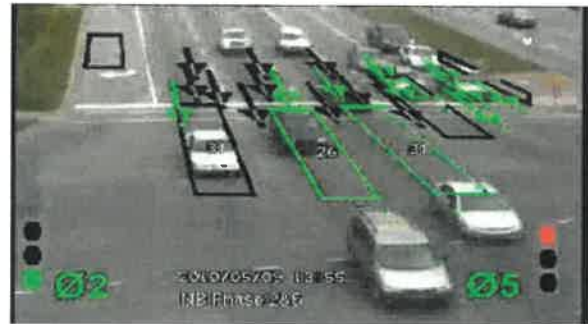




- Maintain Regional Communication
- Monitor / Troubleshoot Signals
  - Detection, Push Button Problems
  - TransSuite's split logger
- Signal Coordination Plans
  - Develop
  - Implement and tweak
  - Measure effectiveness
  - Maintain and adjust
- Incident Management, KCSCOU

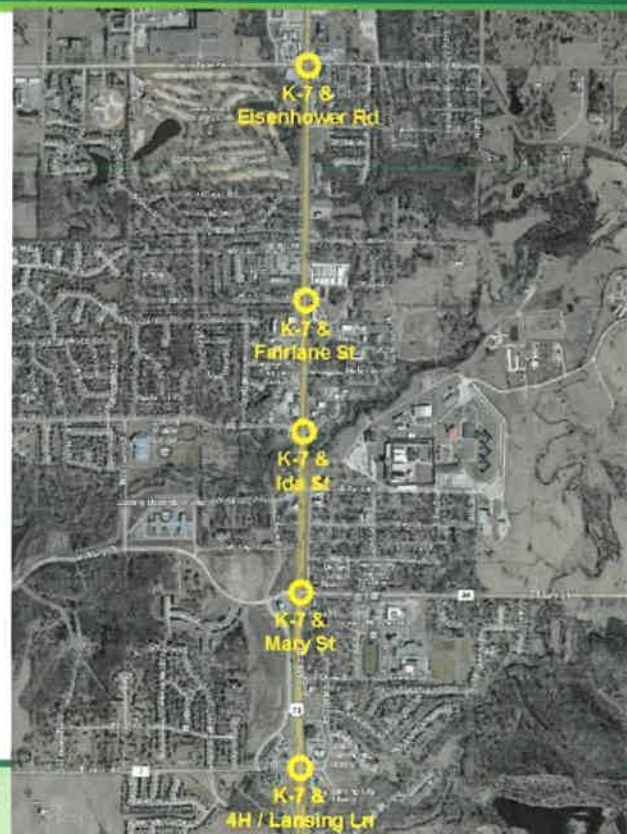






## Average Benefits - FHWA

- Reduces Delays up to 21%
- Reduce Fuel Consumption up to 18%
- Reduce Harmful Emissions up to 15%
- Traffic Signal System Benefits up to 40:1\*



## Signal Coordination Benefit Example

- M-291
- 28,000 ADT
- 14 Signals
- 5.5 Mile Corridor
- \$702,000 Savings / Year
- Benefit / Cost Ratio 28:1



## Incident Management

- Working with the Kansas City Scout freeway Management Program Helps Better **Response to Traffic Incidents**





- 2019-2020 Operating Agreements
  - 50% Federal, 50% Local
  - \$600 / Signal Local Match (was \$800)
- 30 CCTV's Construction Project
- Construction to add Blue Springs and Grandview
- Project for System Engineering Requirements of ATMS Software
- Advancement of Performance Measures



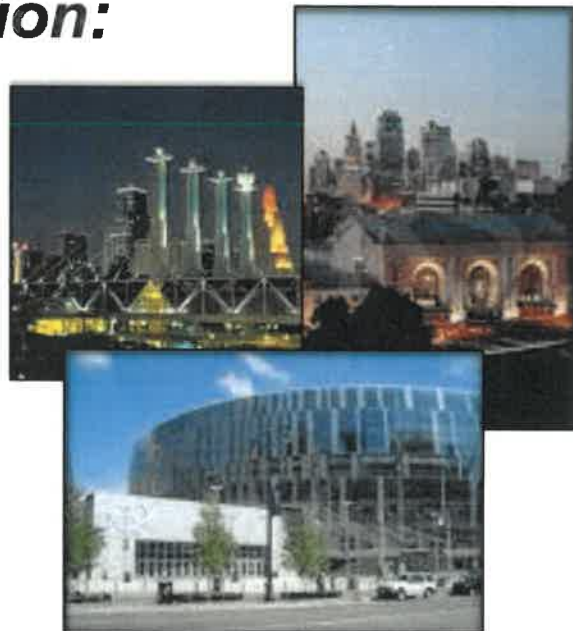
## For More Information:

Ray M. Webb, PE, PTOE

[rwebb@marc.org](mailto:rwebb@marc.org)

[www.marc.org/transportation/ogl](http://www.marc.org/transportation/ogl)

Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, MO 64105  
[www.marc.org](http://www.marc.org)  
(816) 474-4240



**COOPERATIVE AGREEMENT  
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT  
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROLS SYSTEM (this "Agreement") is made and entered into by and between Mid-America Regional Council ("MARC"), a consortium of cities in the nine county Kansas City Metropolitan Area, a Regional Planning Commission and a Missouri not for profit corporation and the City of Bonner Springs, Kansas; the City of Fairway, Kansas; the City of Lansing, Kansas; the City of Leavenworth, Kansas; the City of Leawood, Kansas; the City of Lenexa, Kansas; the City of Merriam, Kansas; the City of Mission, Kansas; the City of Mission Woods, Kansas; the City of Olathe, Kansas; the City of Overland Park, Kansas; the City of Prairie Village, Kansas; the City of Shawnee, Kansas; the City of Westwood, Kansas; and the Unified Government of Wyandotte County, Kansas City, Kansas (collectively, the "Member Agencies" or "Member Agency").

**WHEREAS**, MARC performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light" ("OGL"), for the Kansas City Urban Area; and

**WHEREAS**, the Strategic Plan 2017-2020 established the vision, mission, objectives, and goals of the program; and

**WHEREAS**, improvement in traffic operational efficiency, air quality, and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

**WHEREAS**, several Missouri agencies and political subdivisions are contracting with MARC to participate in OGL for coordination in the Missouri portions of the Kansas City Urban Area; and

**WHEREAS**, the Kansas Department of Transportation ("KDOT") is also contracting with MARC to participate in OGL; and

**WHEREAS**, the Member Agencies which are political subdivisions or agencies of the State of Kansas are authorized pursuant to the provisions of Section 12-2908 of the Kansas Statutes Annotated to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

**WHEREAS**, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System, and to mutually cooperate regarding the operation of the same; and

**NOW, THEREFORE**, in consideration of the covenants and conditions herein set forth, MARC and the Member Agencies (collectively, the "Parties") mutually agree as follows:

**Sec. 1. STATUTORY AUTHORITY.** Pursuant to the authority set forth in K.S.A. 12-2908 the parties enter into this Agreement for the funding of the operations of the Regional Traffic Control System for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a regional perspective.

**Sec. 2. DEFINITIONS.** As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein by this reference, the following words shall have the meanings set forth herein:

*Exhibit 1* – Steering Committee Document

*Exhibit 2* – Scope of Services

*Exhibit 3* – Compensation

*Exhibit 4* – Insurance Requirements

*Exhibit 5* – Ownership Matrix

*Exhibit 6* – Concept of Operations

*Communications Network* – all telecommunication infrastructure between Regional Traffic Management Centers and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

*Jurisdictional Boundaries* – the geographical boundaries of the governmental entities acting as political subdivisions of the States of Kansas.

*Jurisdictional Control Center* – the site or location designated by the Member Agency containing various equipment, computer hardware, and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

*Member Agencies* – agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction, and operations of the Regional Traffic Control System.

*Private Firms* – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2.

*Regional Traffic Control System* – an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

*Regional Traffic Management Center* – the site or location designated by the Steering Committee containing various equipment, computer hardware, and computer software capable of controlling and coordinating the Regional Traffic Control System. The



Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the Traffic Operations Center (“TOC”).

*Steering Committee* – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction, installation, and operation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies, KDOT and participating agencies and political subdivisions of the State of Missouri which have entered into similar agreements with MARC regarding OGL. The membership structure and policy are set forth in Exhibit 1.

*Traffic Signal Controller* – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

### **Sec. 3. RESPONSIBILITIES OF PARTIES.**

(a) MARC. MARC is hereby designated the administrator and is by virtue of this designation responsible for administering this cooperative undertaking. As administrator, MARC shall perform or cause to be performed the services set forth in Exhibit 2.

(b) Member Agencies. In addition to the obligations set forth in this Agreement, the Member Agencies shall each also perform all the obligations set forth in the document entitled “OGL Concept of Operations: Roles and Responsibilities”, attached hereto as Exhibit 6. Furthermore, the Member Agencies each individually agree that they shall not interfere with MARC’s exercise of its obligations under this Agreement, including, but not limited to MARC’s deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

**Sec. 4. SHARE OF COSTS.** Subject to the conditions set forth in this Agreement, the Member Agencies shall each make payment to MARC the sum set forth in Exhibit 3, which is attached hereto and incorporated by reference as if fully set forth herein. The cost associated with Member Agencies represent each individual agency’s share of the cost for the maintenance and operation of the Regional Traffic Control System, as set forth in said Exhibit 3. The “Operation Green Light Location/ Ownership Matrix” set forth in Exhibit 5 identifies the location and ownership of the software, hardware, and other components comprising the Regional Traffic Control System.

**Sec. 5. SHARING INFORMATION.** MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the Member Agencies, KDOT and participating agencies and political subdivisions of the State of Missouri and the Member Agencies shall cooperate in sharing information among themselves, KDOT, with the participating agencies and political subdivisions of the State of Missouri and with MARC necessary for the on-going maintenance and operation of the Regional Traffic Control System.

**Sec. 6. SEVERABILITY.** Should any provision hereof for any reason be deemed or ruled illegal, invalid, or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

**Sec. 7. AUTONOMY.** No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

**Sec. 8. EFFECTIVE DATE.** The effective date of this Agreement shall be upon complete execution by the Parties.

**Sec. 9. TERMINATION FOR CONVENIENCE.** Any party to this Agreement may terminate this Agreement by giving one hundred eighty (180) days' written notice to the other party. Financial obligations will be honored up to the effective date of termination. A Member Agency that terminates this Agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred by the Member Agency terminating the Agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

**Sec. 10. MERGER.** This Agreement constitutes the entire agreement between the parties with respect to this subject matter.

**Sec. 11. NO AUTHORITY ON BEHALF OF OTHER PARTIES.** This agreement does not give any party hereto authority to take any action or execute any documents on behalf of any other party to this Agreement.

**Sec. 12. COMPLIANCE WITH LAWS.** All parties to this Agreement shall comply with and shall require any Private Firms contracted pursuant to this Agreement to comply with all federal, state, and local laws, ordinances, and regulations applicable to the work and this Agreement.

**Sec. 13. DEFAULT AND REMEDIES.** If any party of this Agreement is in Default or breach of any provision of this Agreement, any non-defaulting party may terminate their participation and cooperation in this Agreement, withhold payment, or invoke any other legal or equitable remedy after giving written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then any non-defaulting party shall notify the party in default in writing and commence to cure within thirty (30) days.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

**Sec. 14. WAIVER.** Waiver by the any party to this Agreement of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of all of the Parties to this Agreement, and forbearance or indulgence by any party to this Agreement in any regard whatsoever shall not constitute a waiver of same to be

performed by said party to which the same may apply and, until complete performance of the term, covenant, or condition, the Parties to this Agreement shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

**Sec. 15. MODIFICATION.** Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified, or amended except in writing signed by each party to this Agreement; provided, however, the Exhibits to this Agreement may be modified by agreement of a majority vote of the Steering Committee without each Member Agency approving and executing an amendment to this Agreement.

**Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine, or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 17. AUDIT.** Each Member Agency shall have the right to audit this Agreement and all books, documents, and records relating thereto upon written request to MARC. MARC shall maintain all its books, documents, and records relating to this Agreement and any contract during the period of this Agreement for three (3) years after the date of final payment of the contract or this Agreement, whichever expires last. The books, documents, and records shall be made available for any and each of the Member Agencies' review within fifteen (15) business days after the written request is made.

**Sec. 18. AFFIRMATIVE ACTION; NON-DISCRIMINATION.**

(a) MARC shall require Private Firms to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation ("USDOT") relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 C.F.R. 21 through Appendix H and 23 C.F.R. 710.405, which are herein incorporated by reference and made a part of this Agreement.

(b) During the performance of this Agreement or any subcontract resulting thereof, MARC, Private Firms, and all subcontractors and vendors (the Private Firms, together with all subcontractors and vendors, shall for purposes of this Section 18 be collectively referred to as the "Other Contractor Parties") shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001 et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income. In all solicitations or advertisements for employees, MARC and the Other Contractor Parties shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission"). If MARC fails to comply with the manner in which MARC reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, or if MARC is found guilty of a violation

of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, MARC shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated, or suspended, in whole or in part, by any of the Member Agencies.

(c) MARC shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.), as well as all other federal, state, and local laws, ordinances, and regulations applicable to this project, and shall furnish any certification required by any federal, state, or local laws, ordinances, and regulations applicable to this project and shall furnish any certification required by any federal, state, or local governmental agency in connection therewith.

(d) MARC shall include the provisions of paragraphs (b) through (c) above in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

**Sec. 19. ASSIGNABILITY OR SUBCONTRACTING.** MARC shall not subcontract, assign, or transfer any part or all of MARC's obligations or interests without the Member Agencies prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of the Member Agencies, it shall constitute a material breach of this Agreement.

**Sec. 20. CONFLICTS OF INTEREST.** MARC shall require its Private Firms to certify that no officer or employee of any of the Member Agencies, or no spouse of such officer or employee, has or will have a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of any of the Member Agencies, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

**Sec. 21. RULES OF CONSTRUCTION.** The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

**Sec. 22. NOTICE.** Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

MARC  
Attention: Director, Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, Missouri 64105

*\*For notices to each Member Agency, see the signature page(s) as they relate to each Member Agency.*

**Sec. 23. GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the law of the State of Kansas. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Kansas, and in



no other. The Parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

**Sec. 24. INDEMNIFICATION BY PRIVATE FIRMS.** MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the Member Agencies and any of its agencies, officials, officers, agents or employees from and against all claims, damages, liabilities, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services preformed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the Member Agencies for the negligent acts of a Member Agency or any of its agencies, officials, officers, or employees.

**Sec. 25. INSURANCE.** MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

**Sec. 26. INITIAL TERM; RENEWAL OF TERM.** The initial term of this Agreement shall be two (2) years ("Term") unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one (1) additional two (2) year period (the "Renewal Term") on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew as to each individual member agency if such member agency provides written notice to MARC of its intention not to renew within one hundred eighty (180) days prior to the expiration of the Term.

**Sec. 27. CASH BASIS LAW & UNFUNDED OBLIGATIONS.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto as it applies to Member Agencies which are agencies or political subdivisions of the State of Kansas. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Member Agencies. This Agreement shall be construed and interpreted so as to ensure that the Member Agencies shall at all times stay in conformity with such laws and, as a condition of this Agreement, each member agency reserves the right to unilaterally sever, modify, or terminate its participation in this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of the Kansas Cash Basis Law to the extent it prohibits unfunded obligations. The Member Agencies are obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Member Agencies' current budget year, or (b) funds made available from any lawfully operated revenue producing source.

**Sec. 28. EXECUTION IN MULTIPLE COUNTER PARTS.** This Agreement may be executed by the parties in multiple counterparts which shall be taken together as one complete document.



**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year herein written.

**MID-AMERICA REGIONAL COUNCIL**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF JACKSON    )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned, a Notary Public, appeared \_\_\_\_\_, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Executive Director of Mid-America Regional Council ("MARC") and that this foregoing instrument was signed and sealed on behalf of MARC by authority of its Board, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of MARC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Notary Public - State of Missouri  
Commissioned in Jackson County

My commission expires:

\_\_\_\_\_

**\*Notices:** Notices pursuant to this Agreement to City of Lansing, KS shall be sent to:

City of Lansing  
Director of Public Works  
Attention: Jeff Rupp  
730 First Terrace, Suite 3  
Lansing, KS 66043

**EXECUTION OF AGREEMENT**

LANSING, KS

By: \_\_\_\_\_  
[PRINTED NAME]  
[TITLE]

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
**Clerk**

APPROVED AS TO FORM:

\_\_\_\_\_  
**ACKNOWLEDGMENT**

STATE OF KANSAS                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned, a Notary Public, appeared \_\_\_\_\_, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of \_\_\_\_\_, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public – State of Kansas  
Commissioned in \_\_\_\_\_

My commission expires:

\_\_\_\_\_

## EXHIBIT 1

### OPERATION GREEN LIGHT COMMITTEE

#### Role, Responsibility, and Organizational Structure

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including: approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.*
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues rise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of September 2018.)

|    | <b>Participating Agency</b><br>Non-Funding Agency in Bold | <b>Membership</b><br>(voting) |
|----|---|-------------------------------|
| 1  | Blue Springs  | 1                             |
| 2  | Bonner Springs  | 1                             |
| 3  | Fairway   | 1                             |
| 4  | FHWA – MO & KS  | Ex Officio                    |
| 5  | Gladstone   | 1                             |
| 6  | Grandview   | 1                             |
| 7  | Independence  | 1                             |
| 8  | Kansas City, MO   | 1                             |
| 9  | KCScout   | Ex Officio                    |
| 10 | KDOT  | 1                             |
| 11 | Lansing   | 1                             |
| 12 | Leavenworth   | 1                             |
| 13 | Leawood   | 1                             |
| 14 | Lee's Summit  | 1                             |
| 15 | Lenexa  | 1                             |
| 16 | Liberty   | 1                             |
| 17 | MARC  | 1                             |
| 18 | Merriam   | 1                             |
| 19 | Mission   | 1                             |
| 20 | Mission Woods   | 1                             |
| 21 | MoDOT   | 1                             |



|    |                        |   |
|----|------------------------|---|
| 22 | North Kansas City      | 1 |
| 23 | Olathe                 | 1 |
| 24 | Overland Park          | 1 |
| 25 | Prairie Village        | 1 |
| 26 | Raymore                | 1 |
| 27 | Shawnee                | 1 |
| 28 | Unified Government/KCK | 1 |
| 29 | Westwood               | 1 |

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid; distributed via Facsimile; OR distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

- 1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a one-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's one-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating years.

- 1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any six of the voting members of the Steering Committee, including at least one member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

All votes shall be taken and recorded in the minutes by roll call. Each member shall have the ability to recall any matter voted upon during his or her absence providing said member notifies in writing the committee chairperson or co-chairperson within 7 calendar days of when the meeting minutes are posted to the MARC website and/or delivered to committee members via email. Within 3 business days of being notified, the chairperson or co-chairperson shall collaborate with OGL staff to present the issue for a reconsideration of the vote via email to all committee members who will be asked to respond within 10 calendar days. If a response is not received by close of business on the 10th day, the member's previously cast vote shall be counted in the same manner.

## **EXHIBIT 2**

### **SCOPE OF WORK**

#### **1. Project Management**

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the project;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the project;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain project budgets and schedules;
- Develop and maintain project databases;
- Publish and distribute project documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

#### **2. Traffic Signal Timing**

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

### **3. Operations and Maintenance**

#### ***3.1. Computer Software and Databases***

MARC will procure all required software and may engage a private firm or firms selected by the project Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

#### ***3.2. Computer Network***

MARC will procure all required hardware and software. Any equipment (e.g. switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

#### ***3.3. Field Communications System***

All field communications equipment purchased by MARC will be maintained by MARC. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

#### ***3.4. Traffic Signal Controllers***

Each member agency shall be responsible for all maintenance to the traffic signal controllers. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal controllers and cabinets that have been purchased and/or installed as part of the OGL controller upgrade project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement controllers that are compatible with the OGL system should the MARC-purchased controller fail.

**EXHIBIT 3**  
**COMPENSATION**

- A. The amount each Member Agency will pay MARC under this contract will not exceed the amount listing in the below table. This amount represents the Member Agency share of the total project cost as shown in this Exhibit. The Member Agency shall pay MARC, upon invoice, for the actual costs incurred for MARC on a yearly basis.

| REVENUE SOURCES FOR OPERATION GREEN LIGHT<br>FOR OPERATING YEARS 2019-2020<br>LOCAL GOVERNMENTS |                                      |  |  |
|---|--------------------------------------|--|--|
| Agency  | Locations weighted<br>by % ownership | 2019<br>Cost per signal<br>at \$600/year | 2020<br>Cost per signal<br>at \$600/year |
| 1 BONNER SPRINGS  | 4                                    | \$ 2,400.00                              | \$ 2,400.00                              |
| 2 FAIRWAY   | 2                                    | \$ 1,200.00                              | \$ 1,200.00                              |
| 3 LANSING   | 4                                    | \$ 2,400.00                              | \$ 2,400.00                              |
| 4 LEAVENWORTH   | 1                                    | \$ 600.00                                | \$ 600.00                                |
| 5 LEAWOOD   | 11.25                                | \$ 6,750.00                              | \$ 6,750.00                              |
| 6 LENEXA  | 35                                   | \$ 21,000.00                             | \$ 21,000.00                             |
| 7 MERRIAM   | 18                                   | \$ 10,800.00                             | \$ 10,800.00                             |
| 8 MISSION   | 2.75                                 | \$ 1,650.00                              | \$ 1,650.00                              |
| 9 MISSION WOODS   | 0.75                                 | \$ 450.00                                | \$ 450.00                                |
| 10 OLATHE   | 15                                   | \$ 9,000.00                              | \$ 9,000.00                              |
| 11 OVERLAND PARK  | 44.75                                | \$ 26,850.00                             | \$ 26,850.00                             |
| 12 PRAIRIE VILLAGE  | 6.75                                 | \$ 4,050.00                              | \$ 4,050.00                              |
| 13 SHAWNEE  | 14.5                                 | \$ 8,700.00                              | \$ 8,700.00                              |
| 14 UGOVT/KCK  | 64                                   | \$ 38,400.00                             | \$ 38,400.00                             |
| 15 WESTWOOD   | 1.25                                 | \$ 750.00                                | \$ 750.00                                |
| TOTALS  | 225                                  | \$ 135,000.00                            | \$ 135,000.00                            |

- B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by a Member Agency as a result of breach or default by MARC, the Member Agency may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due the Member Agency from MARC may be determined.
- C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Agreement.
- D. A Member Agency is not liable for any obligation incurred by MARC except as approved under the provisions of this Agreement.



## Exhibit 4

### INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory  
Employers Liability  
\$100,000 accident with limits of:  
\$500,000 disease-policy limit  
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with \$500,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

| <u>Fee Minimum Limits</u>                | <u>Professional Liability Minimum</u> |
|--|---------------------------------------|
| Less than \$25,000                       | \$100,000                             |
| \$25,000 or more, but less than \$50,000 | \$500,000                             |
| \$50,000 or more                         | \$1,000,000                           |

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

D. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm's failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

**EXHIBIT 5**

**Operation Green Light Location / Ownership Matrix**

| Component   | Location          | Purchased By      | Owned By     | Maintained By | Comments  |
|---|-------------------|-------------------|--------------|---------------|---|
| Software/Firmware                                   |                   |                   |              |               |   |
| TransSuite & Associated Software                    | OGI TOC           | MARC              | MARC         | MARC*         | Available for use by local agencies   |
| Genetec Video System                                | OGI TOC           | MARC              | MARC         | MARC*         |   |
| Other software used by MARC staff                   | OGI TOC           | MARC              | MARC         | MARC*         |   |
| Computer Hardware                                   |                   |                   |              |               |   |
| OGI TOC Servers                                     | OGI TOC           | MARC              | MARC         | MARC*         |   |
| OGI TOC Workstations                                | OGI TOC           | MARC              | MARC         | MARC*         |   |
| Agency TOC Servers                                  | Local Agency      | Local Agency      | Local Agency | Local Agency  |   |
| Agency TOC Workstations                             | Local Agency      | Local Agency      | Local Agency | Local Agency  |   |
| Field Hardware                                      |                   |                   |              |               |   |
| OGI Field Network Equipment                         | Field             | MARC              | MARC         | MARC*         | Extention of City network<br>OGI owns switches to manage<br>OGI purchased controllers only for original build-out |
| Local Agency Field Network Equipment                | Field             | Local Agency      | Local Agency | Local Agency  |   |
| Existing Closed-Loop fiber re-tasked to OGI Network | Field             | Local Agency      | Local Agency | Local Agency  |   |
| Traffic Signal Controllers                          | Field             | MARC/Local Agency | Local Agency | Local Agency  |   |
| OGI-purchased Closed Circuit Camera                 | Field             | MARC              | Local Agency | Local Agency  |   |
| Miscellaneous                                       |                   |                   |              |               |   |
| OGI TOC Office                                      | MoDOT KC District | MoDOT             | MoDOT        | MoDOT         |   |
| OGI TOC Phone System                                | OGI TOC           | MoDOT             | MoDOT        | MoDOT         |   |
| OGI TOC Office Furniture & Equipment                | OGI TOC           | MARC              | MARC         | MARC*         |   |
| OGI Vehicles & Mobile Equipment                     | OGI TOC           | MARC              | MARC         | MARC*         |   |

\* MARC maintained components to be maintained by joint-funded agreement

## **Exhibit 6**

# **OGL Concept of Operations: Roles and Responsibilities**

### **Introduction**

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

### **Signal Timing**

#### **Initial Deployment of Regional Timing Plans**

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established
  - Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
  - Critical intersections of a corridor
  - An initial common corridor cycle length for each of the plans identified (i.e. am,



pm, etc.) [Note: this cycle length may need to be revisited after developing the regional timing plan.]

- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
  - phase sequencing
  - splits
  - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will;
  - Review the regional timing plans developed
  - Review any software models developed
  - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

### **Providing Maintenance Timing Plans**

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency maintained traffic signals
- The member agency will develop timing plans for member agency maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

### **Incident Management**





The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

### **Citizen Complaints**

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

### **Dispute Resolution**

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Steering Committee, which will provide recommendations for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Committee

### **Emergency Provisions**

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

## **Field Communication Operation and Maintenance**

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.



### **Controller Upgrades and Work inside the Traffic Controller Cabinet**

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

### **Technical Support for OGL Computer Network**

MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network switches, routers, licensed and unlicensed radios, modems etc.

### **The Traffic Operations Center**

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.



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## AGENDA ITEM

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TO: Mayor; Lansing City Council  
FROM: Tim Vandall, City Administrator  
DATE: January 14, 2019  
SUBJECT: Waste Management Contract Addendum

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Explanation: Due to China lowering its contamination standard from 10% to one-half percent (0.5%), Waste Management's costs for recycling have increased significantly. Due to these issues, Waste Management has inquired about amending the existing contract to offset the cost increases. The requested increase is .87/customer; however, the City can lower our internal administrative fee so the majority of our customers would only see a \$.50 increase per month. In exchange for the increase, the amended contract will expire on February 28, 2022 with no increases following the CPI in March of 2020. Waste Management has included a paragraph to address the Council's previously stated concerns of our costs going back down if China reverses its recycling policies.

Waste Management has stated other communities throughout the region are dealing with the same decisions. Examples of other communities who have implemented updated rates are Basehor, KS, Cleveland, MO, Louisburg, KS, Mission Woods, KS, and Mission Hills, KS.

Financial Considerations: Current rates are \$16.19/month for trash, with a senior rate of \$13.69 for customers over 65. Under the proposal, rates for customers in Lansing would increase to \$16.69/month for regular customers and \$14.69/month for senior customers.

Policy Considerations: The existing contract runs from March 1, 2018 to March 1, 2021, with a CPI increase allowable on March 1, 2020. Implementing this change will extend the contract to February 28, 2022. The City is still subject to a CPI increase in March of 2020.

Action: Approve or deny the amendment to municipal recycling and solid waste agreement.

**AMENDMENT TO MUNICIPAL RECYCLING AND SOLID WASTE AGREEMENT**  
**CITY OF LANSING, KANSAS**

THIS AMENDMENT TO MUNICIPAL RECYCLING AND SOLID WASTE AGREEMENT ("Amendment"), by and between the CITY OF LANSING, KANSAS (the "City") and WASTE MANAGEMENT OF KANSAS, INC., a Kansas corporation ("WM") is made and entered into this \_\_\_\_ day of January 2019 (the "Effective Date").

A. The City and WM entered into that certain Municipal Recycling and Solid Waste Agreement dated \_\_\_\_, which expires on February 28, 2021.

B. WM costs of recycling have increased significantly in 2018 due to changes in standards for contamination rates. Specifically, China lowered its contamination standard to one-half percent (0.5%).

C. Because the cost of recycling has increased, commencing on February 1, 2019, WM has requested that the City pay an additional charge equal to Eighty-Seven Cents (\$.87) per month for each Residential Unit ("Recycling Surcharge"). The City and WM desire to enter into this Amendment to provide for payment of the Recycling Surcharge by the City.

In consideration of the covenants contained herein, the parties hereto agree as follows:

1. Extension of Term. The parties agree to extend the Agreement to expire on February 28, 2022 and there shall be no price increase in accordance with the Consumer Price Index for Water/Sewer/Trash described in section V. b of the Agreement during the period from March 1, 2021 through February 28, 2022.

2. Payment of the Recycling Surcharge. The City shall pay the Recycling Surcharge to WM for each remaining year of the term of the Contract beginning in 2019.

3. Reevaluation of Recycling Surcharge. In the event that allowable standard contamination rate imposed by China or another substantial importer of recyclable materials increases significantly enough to reduce WM's processing costs, the City and WM shall negotiate in good faith to reevaluate the amount of the Recycling Surcharge. The City and WM agree that any disputes related to the Recycling Surcharge shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the City or WM shall have the right to terminate the Agreement upon sixty (60) days' written notice to WM.

4. Affirmation of Contract. All other terms and provisions of the Agreement that are not specifically modified by this Amendment shall remain in full force and effect, unmodified by the terms of this Amendment. All references herein or in the Agreement shall mean and refer to the Agreement as amended by this Amendment.

*[Remainder of page intentionally left blank; signature pages follow.]*



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year set forth above.

CITY OF LANSING, KANSAS

By : \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

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

Attest:

\_\_\_\_\_  
City Clerk



WASTE MANAGEMENT OF KANSAS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator   
FROM: Elizabeth Sanford, Director of Finance   
DATE: January 10, 2019  
SUBJECT: Treasurer's Report for Quarter Ending December 31, 2018

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Please find the Treasurer's Report for the fourth quarter (October through December 31, 2018) attached for your review. This report is published quarterly in accordance with KSA 12-1608, 12-1609.

**Action:**

Staff recommends a motion to approve the Treasurer's Report for the quarter ending December 31, 2018 as presented.

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**AGENDA ITEM #**

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4

**CITY OF LANSING**  
**TREASURER'S REPORT - QUARTER ENDING DECEMBER 31, 2018**

| Fund Name                     | Fund Number | Unencumbered Cash Balance 9/30/18 DR / (CR) | Receipts            | Disbursements       | Unencumbered Fund Balance 12/31/18 DR / (CR) | Add Reserves, Account Payable, and Encumbrances | Subtract Receivables, Other Assets, and Net Fixed Assets | Treasurer's Cash Balance 12/31/18 |
|-------------------------------|-------------|---|---------------------|---------------------|--|---|--|-----------------------------------|
| <b>General:</b>               | 10          | 2,213,481.64                                | 989,522.94          | 1,184,969.33        | 2,018,035.25                                 | 2,495,548.64                                    | 2,300,114.66   | 2,213,469.24                      |
| <b>Special Revenue:</b>       |             |   |                     |                     |  |   |  |                                   |
| Library                       | 20          | 127,067.70                                  | 13,933.44           | 71,133.34           | 69,867.80                                    | 299,387.85                                      | 286,594.00   | 82,661.65                         |
| Consolidated Street & Highway | 22          | 481,274.55                                  | 127,580.95          | 103,530.46          | 505,325.04                                   | 8,813.05  | 0.00   | 514,138.10                        |
| Special Parks & Recreation    | 23          | 237,598.48                                  | 25,177.26           | 6,622.61            | 256,153.13                                   | 0.00  | 0.00   | 256,153.13                        |
| Special Alcoholic Liquor      | 24          | 45,518.15                                   | 4,942.78            | 482.36              | 49,978.57                                    | 482.36  | 0.00   | 50,460.93                         |
| Sales Tax (\$.45) Fund        | 26          | 369,603.32                                  | 112,749.09          | 0.00                | 482,352.41                                   | 0.00  | 0.00   | 482,352.41                        |
| KS Regional Prisons Museum    | 62          | 138,542.27                                  | 1,254.21            | 0.00                | 139,796.48                                   | 0.00  | 0.00   | 139,796.48                        |
| Hillbrook Subdivision Escrow  | 66          | 0.00  | 0.00                | 725.00              | (725.00)                                     | 19,385.40                                       | 0.00   | 18,660.40                         |
| <b>Agency:</b>                |             |   |                     |                     |  |   |  |                                   |
| Bonds Posted                  | 41          | 0.00  | 0.00                | 0.00                | 0.00   | 17,492.36                                       | 0.00   | 17,492.36                         |
| Park Land Trust               | 59          | 16,523.62                                   | 0.00                | 0.00                | 16,523.62                                    | 0.00  | 0.00   | 16,523.62                         |
| Mayor's Christmas             | 61          | 11,477.51                                   | 4,122.97            | 1,828.80            | 13,771.68                                    | 0.00  | 0.00   | 13,771.68                         |
| Transient Guest Tax           | 63          | 22,695.93                                   | 21,434.95           | 10,664.99           | 33,465.89                                    | 0.00  | 0.00   | 33,465.89                         |
| Facilities Renovation         | 73          | 0.00  | 0.00                | 0.00                | 0.00   | 102,017.49                                      | 0.00   | 102,017.49                        |
| <b>Debt Service:</b>          |             |   |                     |                     |  |   |  |                                   |
| Bond & Interest               | 40          | 498,549.71                                  | 37,122.75           | 0.00                | 535,672.46                                   | 859,693.00                                      | 859,693.00   | 535,672.47                        |
| <b>Enterprise:</b>            |             |   |                     |                     |  |   |  |                                   |
| Wastewater Utility            | 50          | 14,422,352.83                               | 762,184.96          | 530,235.69          | 14,654,302.10                                | 275,813.42                                      | 12,857,169.70  | 2,072,945.81                      |
| Solid Waste Utility           | 51          | 595,122.47                                  | 135,868.65          | 194,932.71          | 536,058.41                                   | 42,494.15                                       | 322,259.08   | 256,293.48                        |
| Investment Fixed Assets       | 90          | 3,992,316.82                                | 0.00                | 0.00                | 3,992,316.82                                 | 0.00  | 3,992,316.82   | 0.00                              |
| <b>Capital Projects:</b>      |             |   |                     |                     |  |   |  |                                   |
| Capital Projects Fund         | 70          | 863,454.90                                  | 171.45              | 207,149.11          | 656,477.24                                   | 0.00  | 0.00   | 656,477.24                        |
| Equipment Reserve Fund        | 80          | 146,156.06                                  | 25,240.22           | 0.00                | 171,396.28                                   | 0.00  | 0.00   | 171,396.28                        |
| Police Equipment Reserve Fund | 45          | 56,565.87                                   | 4,093.50            | 0.00                | 60,659.37                                    | 0.00  | 0.00   | 60,659.37                         |
| 147th St./9B Interceptor Fund | 79          | 0.00  | 0.00                | 0.00                | 0.00   | 0.00  | 0.00   | 0.00                              |
| 7 Mile Creek Project Fund     | 82          | 0.00  | 0.00                | 0.00                | 0.00   | 0.00  | 0.00   | 0.00                              |
| 9 Mile Creek Project Fund     | 83          | 0.00  | 0.00                | 0.00                | 0.00   | 0.00  | 0.00   | 0.00                              |
| Desoto Road Project Fund      | 84          | 0.00  | 5,618,912.40        | 5,195,076.34        | 423,836.06                                   | 0.00  | 0.00   | 423,836.06                        |
| <b>Total All Funds</b>        |             | <b>24,238,301.83</b>                        | <b>7,884,312.52</b> | <b>7,507,350.74</b> | <b>24,615,263.61</b>                         | <b>4,121,127.72</b>                             | <b>20,618,147.26</b>                                     | <b>8,118,244.09</b>               |


| STATEMENT OF BOND INDEBTEDNESS |                    |                 |                     |               |
|--------------------------------|--------------------|-----------------|---------------------|---------------|
| Bonds                          | General Obligation |                 | Waste Water Revenue | Total         |
|                                | Improvement        | Revolving Loans |                     |               |
| Outstanding as of 10/01/2018   | \$ 20,760,000      | \$ -            | \$ -                | \$ 20,760,000 |
| Retired                        | -                  | -               | -                   | -             |
| Issued                         | 5,500,000          | -               | -                   | 5,500,000     |
| Refunded                       | -                  | -               | -                   | -             |
| Outstanding as of 12/31/2018   | \$ 26,260,000      | \$ -            | \$ -                | \$ 26,260,000 |
| Temporary Notes                | \$ -               |                 |                     | \$ -          |
| Total Outstanding 12/31/2018   |                    |                 |                     | \$ 26,260,000 |

\*Published quarterly in accordance with KSA 12-1608, 12-1609 - Elizabeth Sanford, Director of Finance.

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator   
FROM: Steve Wayman, Chief of Police  
DATE: January 8, 2019  
SUBJECT: Purchase of Records Management System (RMS)

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### RMS

The Lansing Police Department is requesting to purchase a records management system (RMS) from Tyler Technologies. The current RMS used by the police department is an excel spreadsheet. The Municipal court currently uses Encode for court records management so there should be no software issues between the two departments and necessary information will be shared automatically. Several Bids were solicited from different companies, Tyler Technologies is the only company that works directly with encode.

The purchase of this system also includes 4 E citation systems. E Citation systems are electronic citations to be used by the officers when issuing citations.

The RMS was approved for purchase for this budget year.

Purchases price \$73,973.00

#### Action:

Authorize the police department to purchase a records management system from Tyler Technologies in the amount of \$73,973.00.





Quoted By: John Wilkins  
 Quote Expiration: 2/28/2019  
 Quote Name: City of Lansing-LGD-TPS  
 Quote Number: 2018-49028-3  
 Quote Description: 4 HH 4 Printers

#### Sales Quotation For

City of Lansing  
 800 1st Ter  
 Lansing, KS 66043-1725  
 Phone: +1 (913) 727-3233

#### Tyler Software and Related Services

| Description  | License         | Impl Hours | Impl Cost      | Data Conversion | Module Total    | Maintenance    |
|--|-----------------|------------|----------------|-----------------|-----------------|----------------|
| <b>Incode Public Safety</b>                                  |                 |            |                |                 |                 |                |
| Base RMS   | \$17,600        | 40         | \$4,000        | \$0             | \$21,600        | \$4,400        |
| Case Management  | \$8,800         | 16         | \$1,600        | \$0             | \$10,400        | \$2,200        |
| Personnel (Training, Evaluation, Certification)              | \$2,750         | 16         | \$1,600        | \$0             | \$4,350         | \$688          |
| Property Room  | \$4,400         | 4          | \$400          | \$0             | \$4,800         | \$1,100        |
| System Administration Training                               | \$0             | 16         | \$1,600        | \$0             | \$1,600         | \$0            |
| Tyler Court Case Management Interface (Citations & Warrants) | \$0             | 4          | \$400          | \$0             | \$400           | \$0            |
| <b>Brazos</b>  |                 |            |                |                 |                 |                |
| Interface: Incode Public Safety Records Mgmt System          | \$0             | 0          | \$0            | \$0             | \$0             | \$0            |
| Interface: Tyler Incode Court Case Mgmt System               | \$0             | 0          | \$0            | \$0             | \$0             | \$0            |
| eCitation - Brazos Rapid Extension Framework - PDA ( 4 )     | \$3,400         | 0          | \$0            | \$0             | \$3,400         | \$714          |
| <i>Sub-Total:</i>  | <i>\$36,950</i> |            | <i>\$9,600</i> | <i>\$0</i>      | <i>\$46,550</i> | <i>\$9,102</i> |
| <b>TOTAL:</b>  | <b>\$36,950</b> | <b>96</b>  | <b>\$9,600</b> | <b>\$0</b>      | <b>\$46,550</b> | <b>\$9,102</b> |

#### Tyler Software and Related Services - Annual

| Description        | One Time Fees |            |                 |              |
|--------------------|---------------|------------|-----------------|--------------|
|                    | Impl. Hours   | Impl. Cost | Data Conversion | Annual Fee   |
| <b>Brazos</b>      |               |            |                 |              |
| Brazos Hosting Fee | 0             | \$0        | \$0             | \$238        |
| <i>Sub-Total:</i>  |               | <i>\$0</i> | <i>\$0</i>      | <i>\$238</i> |
| <b>TOTAL:</b>      | <b>0</b>      | <b>\$0</b> | <b>\$0</b>      | <b>\$238</b> |

#### Other Services

| Description   | Quantity | Unit Price | Extended Price | Maintenance |
|---|----------|------------|----------------|-------------|
| Project Management  | 1        | \$5,000    | \$5,000        | \$0         |
| Brazos Project Mgmt (plus per diem as needed if not remote) | 1        | \$1,000    | \$1,000        | \$0         |
| Set Up & Config   | 1        | \$10,000   | \$10,000       | \$0         |
| Training  | 1        | \$2,000    | \$2,000        | \$0         |
| Incode Interface: Set Up & Configuration                    | 1        | \$0        | \$0            | \$0         |

|                                       |   |     |                 |            |
|---------------------------------------|---|-----|-----------------|------------|
| IPS Interface: Set Up & Configuration | 1 | \$0 | \$0             | \$0        |
| <b>TOTAL:</b>                         |   |     | <b>\$18,000</b> | <b>\$0</b> |

### 3rd Party Hardware, Software and Services

| Description  | Quantity | Unit Price | Unit Discount | Total Price    | Maintenance | Maintenance Discount | Total Maintenance |
|--|----------|------------|---------------|----------------|-------------|----------------------|-------------------|
| Zebra GK420T Label Printer   | 1        | \$600      | \$0           | \$600          | \$120       | \$0                  | \$120             |
| Case of Labels - 4"X 2.5" 1000 labels per roll                       | 1        | \$100      | \$0           | \$100          | \$0         | \$0                  | \$0               |
| Symbol LS2208 Bar Code Scanner w/ intellistand NEW                   | 1        | \$350      | \$0           | \$350          | \$70        | \$0                  | \$70              |
| BTRY-TC7X-46MAH / Zebra EVM, TC7X Battery                            | 4        | \$55       | \$0           | \$220          | \$0         | \$0                  | \$0               |
| SAC-TC7X-4BTYP / Zebra EVM, TC7X, 4 Slot Battery Charger             | 1        | \$109      | \$0           | \$109          | \$0         | \$0                  | \$0               |
| PWR-BGA12V50W0WW / Zebra EVM, TC7X, Power Supply for Battery Charger | 1        | \$28       | \$0           | \$28           | \$0         | \$0                  | \$0               |
| CBL-DC-375A1-01 / Zebra EVM, US DC Line Cord for Battery Charger     | 1        | \$6        | \$0           | \$6            | \$0         | \$0                  | \$0               |
| TC700H-KC11ES-NA / Zebra EVM, HH, TC70                               | 4        | \$1,098    | \$0           | \$4,392        | \$0         | \$0                  | \$0               |
| P1031365-059 / Zebra, ZQ520, Battery                                 | 4        | \$64       | \$0           | \$256          | \$0         | \$0                  | \$0               |
| P1063406-031 / Zebra, ZQ520, Vehicle Charger, cig adapter            | 4        | \$29       | \$0           | \$116          | \$0         | \$0                  | \$0               |
| ZQ52-AUE0000-00 / Zebra, Printer, ZQ520                              | 4        | \$588      | \$0           | \$2,352        | \$0         | \$0                  | \$0               |
| 23844-00-00R / Zebra EVM, US AC Line Cord, grounded                  | 2        | \$8        | \$0           | \$16           | \$0         | \$0                  | \$0               |
| P1063406-062 / Zebra, ZQ500, Vehicle Cradle                          | 4        | \$90       | \$0           | \$360          | \$0         | \$0                  | \$0               |
| AC18177-5 / Zebra, ZQ500/RW QUAD Battery Charger                     | 1        | \$305      | \$0           | \$305          | \$0         | \$0                  | \$0               |
| P1063406-030 / Zebra, ZQ520, Vehicle Charger-open ended              | 1        | \$29       | \$0           | \$29           | \$0         | \$0                  | \$0               |
| LD-R4KN5B / Zebra, ZQ520/RW420, Paper, 36 rolls per case             | 2        | \$92       | \$0           | \$184          | \$0         | \$0                  | \$0               |
| <b>TOTAL:</b>  |          |            |               | <b>\$9,423</b> |             |                      | <b>\$190</b>      |

### Summary

|   | One Time Fees   | Recurring Fees |
|---|-----------------|----------------|
| Total Tyler Software                              | \$36,950        | \$9,102        |
| Total Tyler Annual                                | \$0             | \$238          |
| Total Tyler Services                              | \$27,600        | \$0            |
| Total Third Party Hardware, Software and Services | \$9,423         | \$190          |
| <b>Summary Total</b>                              | <b>\$73,973</b> | <b>\$9,530</b> |
| Estimated Travel Expenses                         | \$4,980         |                |

#### **Comments**

- Base RMS (Offense/Incidents w/ Supplements, Arrests, Warrants, UCR/NIBRS Reporting, Traffic/Parking Citations, Accidents w/ EZ Street Draw Interface, Field Interview, Racial Profiling Collection/Reporting, Media Narratives, Calls for Service, Intel
- Travel Expenses are billed as incurred based on Federal IRS per diem standards.

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator  
FROM: Sarah Bodensteiner, City Clerk  
DATE: January 17, 2019  
SUBJECT: Executive Session – Consultation with Attorney

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Executive Session will be called for consultation with Attorney.

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**AGENDA ITEM #**

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6



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## AGENDA ITEM

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TO: Tim Vandall, City Administrator   
FROM: Beth Sanford, Finance Director   
DATE: January 10, 2019  
SUBJECT: Ordinance No. 1016 - Authorizing and Providing for the Issuance of General Obligation Bonds, Series 2019-A

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Bond Counsel, Gilmore & Bell, has prepared Ordinance No. 1016 requesting that the City Council authorize and provide for the issuance of General Obligation Bonds, Series 2019-A, of the City of Lansing, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and make certain covenants with respect thereto.

Several items have intentionally been left blank. Once the sale of the bonds occurs, the document will be completed and will be available at the council meeting.

Staff and the City's Bond Counsel, Mr. Kevin Wempe (Gilmore & Bell), will be present to answer questions.

Action:

Staff recommends a motion to adopt Ordinance No. 1016.

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AGENDA ITEM # 

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## ORDINANCE NO. 1016

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2019-A, OF THE CITY OF LANSING, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

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

**WHEREAS**, by proceedings duly had, the City Council of the City (the “Governing Body”) has authorized the following improvements (the “Improvements”) to be made in the City, to-wit:

| <u>Project Description</u>   | <u>Res. No.</u> | <u>Authority</u>  | <u>Amount</u> |
|--|-----------------|---|---------------|
| Golf Course Relief Sewer Project<br>(Project No. 17-04) and<br>Northwest Relief Sewer Project<br>(Project No. 18-02) | B-9-18          | Charter Ord. No. 2-2012;<br>Art. 12, Sec. 5 of the Constitution<br>of the State of Kansas | \$3,000,000   |

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

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

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LANSING, KANSAS, AS FOLLOWS:**

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

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, Charter Ordinance No. 2-2012 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

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

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

“**Bonds**” means the City’s General Obligation Bonds, Series 2019-A, dated February 1, 2019, authorized by this Ordinance.

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

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

**“Governing Body”** means the City Council of the City.

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

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

**“Ordinance”** means this Ordinance authorizing the issuance of the Bonds.

**“State”** means the State of Kansas.

**“Substitute Improvements”** means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

**Section 2. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2019-A, of the City in the principal amount of \$[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay costs of issuance of the Bonds.

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

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

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

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

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the

general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]



**PASSED** by the Governing Body on January 17, 2019 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

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Mayor

ATTEST:

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Clerk

(Published in the *Leavenworth Times* on January \_\_, 2019)

**SUMMARY OF ORDINANCE NO. 1016**

On January 17, 2019, the Governing Body of the City of Lansing, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2019-A, OF THE CITY OF LANSING, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The Series 2019-A Bonds approved by the Ordinance are being issued in the principal amount of \$[PRINCIPAL AMOUNT] to finance certain internal improvements in the City and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 800 First Terrace, Lansing, Kansas 66043. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at [www.lansing.ks.us](http://www.lansing.ks.us).

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

DATED: January 17, 2019.


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City Attorney

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator  
FROM: Beth Sanford, Finance Director   
DATE: January 10, 2019  
SUBJECT: Resolution No. B-1-19 - A Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Bonds, Series 2019-A, of the City of Lansing, Kansas.

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Bond Counsel, Gilmore & Bell, has prepared Resolution B-1-19, requesting that the City Council adopt a Resolution authorizing and directing the sale and delivery of General Obligation Bonds, Series 2019-A, of the City of Lansing, Kansas, previously authorized by Ordinance No. 1016 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.

Several items have intentionally been left blank. Once the sale of the bonds occurs, the document will be completed and will be available at the council meeting.

**Action:**

Staff recommends a motion to adopt Resolution No. B-1-19.

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**AGENDA ITEM #**

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8

## RESOLUTION NO. B-1-19

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2019-A, OF THE CITY OF LANSING, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 1016 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.**

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**WHEREAS**, the City of Lansing, Kansas (the “Issuer”) has previously passed the Ordinance authorizing the issuance of the Bonds; and

**WHEREAS**, the Ordinance authorized the City Council of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING, KANSAS, AS FOLLOWS:**

### ARTICLE I

#### DEFINITIONS

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

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, Charter Ordinance No. 2-2012 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

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

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

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

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

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



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

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

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

**“Bonds” or “Bond”** means the General Obligation Bonds, Series 2019-A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

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

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

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

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

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

**“Dated Date”** means February 1, 2019.

**“Debt Service Account”** means the Debt Service Account for General Obligation Bonds, Series 2019-A created within the Bond and Interest Fund pursuant to **Section 501** hereof.

**“Debt Service Requirements”** means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

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

**“Defeasance Obligations”** means any of the following obligations:

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

(b) 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; 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 Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

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

**"Disclosure Undertaking"** means the Issuer's Omnibus Continuing Disclosure Undertaking, as may be amended and supplemented, relating to certain obligations contained in the SEC Rule.

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

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

**"Event of Default"** means each of the following occurrences or events:

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

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

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

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

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

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

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

**“Governing Body”** means the City Council of the Issuer.

**“Improvement Fund”** means the Improvement Fund for General Obligation Bonds, Series 2019-A created pursuant to *Section 501* hereof.

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

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

**“Interest Payment Date(s)”** means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2020.

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

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

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

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

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

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

(a) To the Issuer at:

City of Lansing, Kansas  
Attn: City Clerk  
800 First Terrace  
Lansing, Kansas 66043  
Fax: (913) 828-4579

(b) To the Paying Agent at:

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

(c) To the Purchaser:

[\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_]

(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

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

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

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

**“Ordinance”** means Ordinance No. 1016 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

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

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

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

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

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

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

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



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

**“Purchaser”** means [\_\_\_\_], the original purchaser of the Bonds, and any successor and assigns.

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

**“Rebate Fund”** means the Rebate Fund for General Obligation Bonds, Series 2019-A created pursuant to *Section 501* hereof.

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

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

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

**“Replacement Bonds”** means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 210* hereof.

**“SEC Rule”** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

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

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

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

**“State”** means the state of Kansas.

**“State Treasurer”** means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

**“Stated Maturity”** when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

**“Substitute Improvements”** means the substitute or additional improvements of the Issuer described in *Article V* hereof.

[ “20\_\_ Term Bonds” means the Bonds scheduled to mature in the year 20\_\_.

“20\_\_ Term Bonds” means the Bonds scheduled to mature in the year 20\_\_.

“20\_\_ Term Bonds” means the Bonds scheduled to mature in the year 20\_\_.

“Term Bonds” means collectively, the 20\_\_ Term Bonds, 20\_\_ Term Bonds and 20\_\_ Term Bonds.]

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

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

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201. Authorization of the Bonds.** The Bonds have been previously authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

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

### SERIAL BONDS

| <u>Stated Maturity</u><br><u>September 1</u> | <u>Principal</u><br><u>Amount</u> | <u>Annual Rate</u><br><u>of Interest</u> | <u>Stated Maturity</u><br><u>September 1</u> | <u>Principal</u><br><u>Amount</u> | <u>Annual Rate</u><br><u>of Interest</u> |
|--|-----------------------------------|--|--|-----------------------------------|--|
| 2020   | \$ _____                          | ____%                                    | 2030   | \$ _____                          | ____%                                    |
| 2021   | _____                             | _____                                    | 2031   | _____                             | _____                                    |
| 2022   | _____                             | _____                                    | 2032   | _____                             | _____                                    |
| 2023   | _____                             | _____                                    | 2033   | _____                             | _____                                    |
| 2024   | _____                             | _____                                    | 2034   | _____                             | _____                                    |
| 2025   | _____                             | _____                                    | 2035   | _____                             | _____                                    |
| 2026   | _____                             | _____                                    | 2036   | _____                             | _____                                    |
| 2027   | _____                             | _____                                    | 2037   | _____                             | _____                                    |
| 2028   | _____                             | _____                                    | 2038   | _____                             | _____                                    |
| 2029   | _____                             | _____                                    | 2039   | _____                             | _____                                    |

### [TERM BONDS

| <u>Stated Maturity</u><br><u>September 1</u> | <u>Principal</u><br><u>Amount</u> | <u>Annual Rate</u><br><u>of Interest</u> |
|--|-----------------------------------|--|
| 20__   | \$ _____                          | ____%                                    |
| 20__   | _____                             | _____                                    |
| 20__   | _____                             | _____]                                   |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 207. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual 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 Bond Registrar for authentication.

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

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

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

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

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

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

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

premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

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

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

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

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

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

**Section 211. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available

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

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated January 9, 2019, is hereby ratified and approved.

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

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

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

## ARTICLE III

### REDEMPTION OF BONDS

#### **Section 301. Redemption by Issuer.**

**Optional Redemption.** At the option of the Issuer, Bonds maturing on September 1 in the years 2027, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2026, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

#### ***[Mandatory Redemption.]***

(a) **20\_\_ Term Bonds.** The 20\_\_ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption

Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such 20\_\_ Term Bonds:

| <b><u>Principal<br/>Amount</u></b> | <b><u>Year</u></b> |
|------------------------------------|--------------------|
| \$ _____                           | 20__               |
| _____                              | 20__ *             |

\_\_\_\_\_  
\*Final Maturity

(b) 20\_\_ Term Bonds. The 20\_\_ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such 20\_\_ Term Bonds:

| <b><u>Principal<br/>Amount</u></b> | <b><u>Year</u></b> |
|------------------------------------|--------------------|
| \$ _____                           | 20__               |
| _____                              | 20__ *             |

\_\_\_\_\_  
\*Final Maturity

(c) 20\_\_ Term Bonds. The 20\_\_ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such 20\_\_ Term Bonds:

| <b><u>Principal<br/>Amount</u></b> | <b><u>Year</u></b> |
|------------------------------------|--------------------|
| \$ _____                           | 20__               |
| _____                              | 20__ *             |

\_\_\_\_\_  
\*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem



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

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

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

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

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

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



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

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

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

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

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

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

- (a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

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

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

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

## ARTICLE IV

### SECURITY FOR BONDS

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

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

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

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

## ARTICLE V

### ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

- (a) Improvement Fund for General Obligation Bonds, Series 2019-A.
- (b) Debt Service Account for General Obligation Bonds, Series 2019-A (within the Bond and Interest Fund).
- (c) Rebate Fund for General Obligation Bonds, Series 2019-A.

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

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

- (a) All accrued interest received from the sale of the Bonds, if any, shall be deposited in the Debt Service Account.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

**Section 503. Application of Moneys in the Improvement Fund.** Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the Governing Body; (b) paying interest on the Bonds during construction of the Improvements; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this *Article V*. Upon completion of the Improvements, any surplus in the Improvement Fund shall be deposited in the Debt Service Account.

**Section 504. Substitution of Improvements; Reallocation of Proceeds.**

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

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

**Section 505. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

**Section 506. Application of Moneys in the Rebate Fund.**

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article VII* hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

**Section 507. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise

as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

## **ARTICLE VI**

### **DEFAULT AND REMEDIES**

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

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

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

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

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

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to



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

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Article III* hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

## ARTICLE VIII

### TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor, chief financial officer, and Clerk are hereby authorized and directed to execute

the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

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

## ARTICLE IX

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 901. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

**Section 1002. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

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

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

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

**Section 1003. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

**Section 1004. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent, and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

**Section 1005. Electronic Transactions.** The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**Section 1006. 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 1007. 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 1008. Governing Law.** This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1009. Effective Date.** This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]



**ADOPTED** by the Governing Body on January 17, 2019.

(SEAL)

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Mayor

ATTEST:

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Clerk

**EXHIBIT A**  
**(FORM OF BONDS)**

**REGISTERED  
NUMBER \_\_**

**REGISTERED  
\$**

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

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF LEAVENWORTH  
CITY OF LANSING  
GENERAL OBLIGATION BOND  
SERIES 2019-A**

**Interest  
Rate:**

**Maturity  
Date:**

**Dated  
Date: February 1, 2019**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Lansing, in the County of Leavenworth, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2020 (the "Interest Payment Dates"), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s)

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

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

**Authorization of Bonds.** This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Bonds, Series 2019-A," aggregating the principal amount of \$[PRINCIPAL AMOUNT] (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including Charter Ordinance No. 2-2012 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

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

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

Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

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

**Authentication.** This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the 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 Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, the Issuer has caused this Bond to be executed by the manual 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 LANSING, KANSAS**

(Facsimile Seal)

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

ATTEST:

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



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## CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2019-A, of the City of Lansing, 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: \_\_\_\_\_

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## CERTIFICATE OF CLERK

STATE OF KANSAS                                 )  
  ) SS.  
COUNTY OF LEAVENWORTH                 )

The undersigned, Clerk of the City of Lansing, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of February 1, 2019.

WITNESS my hand and official seal.

(Facsimile Seal)

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

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## CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

JAKE LATURNER, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on \_\_\_\_\_.

WITNESS my hand and official seal.

(Seal)

By: \_\_\_\_\_  
Treasurer of the State of Kansas

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## BOND ASSIGNMENT

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

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

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

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

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

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

Signature guarantee:

By \_\_\_\_\_

---

## LEGAL OPINION

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

### GILMORE & BELL, P.C.

Attorneys at Law  
2405 Grand Boulevard  
Suite 1100  
Kansas City, Missouri 64108


(PRINTED LEGAL OPINION)

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## AGENDA ITEM

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TO: Mayor; Lansing City Council  
FROM: Tim Vandall, City Administrator   
DATE: January 10, 2019  
SUBJECT: Charter Ordinance 1-2019

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**Explanation:** In early 2018, we brought up amending our existing charter ordinance which requires we make 2% of Transient Guest Tax receipts available to existing hotels in Lansing to be used for capital improvements. In the spring of last year, staff made the lodging facilities in Lansing aware that this was being considered and the program would likely sunset.

**Financial Considerations:** Transient Guest Tax receipts have steadily declined dating back to 2015. Funds retained from this can help offset the declines in our TGT Fund, which funds things like Lansing DAZE, Fall Festival, Fireworks, etc. Additionally, if we move forward with the commercial/retail recruitment firm, additional funds could help pay for those expenses. In 2017, the City received a total of \$126,625 in Transient Guest Tax, of which \$89,946 was deposited in to the TGT Fund and \$36,679 was allocated for the Facilities Improvement Fund. In 2018, the City received a total of \$108,935 in TGT, of which \$77,780 was deposited into the TGT Fund, and \$31,155 was allocated for the Facilities Use Improvement.

**Policy Considerations:** This amendment changes the word “shall” to “may”, so the City could still allocate Transient Guest Tax Funds to existing hotels if they deem the expense necessary. The way the existing charter ordinance is written, there is no discretion, and funds are required to be reimbursed if a lodging facility turns in the paperwork. This amendment gives the City flexibility to choose the best way to spend these tax dollars.

**Action:** Approve Charter Ordinance No. 1-2019, as presented.

## CHARTER ORDINANCE NO. 1-2019

A CHARTER ORDINANCE EXEMPTING THE CITY OF LANSING, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1696 TO 12-16,101, INCLUSIVE, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, RELATING TO THE LEVY OF A TRANSIENT GUEST TAX FOR TOURISM AND CONVENTIONS, AND REPEALING CHARTER ORDINANCE 2-2010 AND RESOLUTION B-11-10.

**WHEREAS**, K.S.A. 12-1696 to 12-16, 101, inclusive, authorizes a levy by cities of a transient guest tax, which provisions are not uniformly applicable to all cities; and

**WHEREAS**, pursuant to Article 12, Section 5 of the Constitution of the State of Kansas, a city may exempt itself from such provisions and provide substitute and additional provisions thereof;

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

**Section 1.** The City of Lansing, Kansas, a city of the second class, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby elects to exempt itself from and makes inapplicable to it the provisions of K.S.A. 12-1696 to 12-16,101, inclusive, and to provide substitute and additional provisions as hereinafter set forth in this ordinance. The referenced provisions are either enactments or parts thereof which are applicable to this City but are not uniformly applicable to all cities.

**Section 2.** All ordinances and resolutions and parts of ordinances and resolutions related to transient guest tax fees passed prior to the publication date of this ordinance are hereby repealed as of the date of publication of said ordinance.

**Section 3.** As used in this ordinance, the following words and phrases shall be defined as follows:

- A. Person means an individual, firm, partnership, corporation, joint venture or other association of persons;
- B. Hotel or motel means any structure or building which contains rooms furnished for the purposes of providing lodging, which may or may not also provide meals, entertainment or various other personal services to transient guests, and which is kept, used, maintained, advertised or held out to the public as a place where sleeping accommodations are sought for pay or compensation by transient or permanent guests;
- C. Transient guest means a person who occupies a room in a hotel or motel for not more than 28 consecutive days;
- D. Hotel or motel business means any person engaged in the business of renting, leasing, or letting quarters, sleeping accommodations, rooms or part thereof in connection with any hotel or motel;
- E. Tourism means the practice of touring or traveling for recreation, business or education;
- F. Touring means a trip, excursion or circular journey for business, recreation or education.

**Section 4.** A transient guest tax shall be levied in the City of Lansing, Kansas, at a rate of 7% upon the gross rental receipts derived from or paid by transient guests for lodging or sleeping

accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel, or place of lodging as may be authorized by statute. The percentage and effective date of such tax shall be determined by the governing body and shall be specified in a resolution authorizing the same.

**Section 5.** The tax levied pursuant to this ordinance shall be paid by the consumer or user to the hotel, motel, or lodging business and it shall be the duty of each and every such business to collect from the consumer or user the full amount of any such tax, or an amount equal as nearly possible or practicable to the average equivalent thereto. Each hotel or motel business collecting the tax levied hereunder shall be responsible for paying it over to the State Department of Revenue in the manner prescribed by K.S.A. 12-1698, and any amendments thereto, and the State Department of Revenue shall administer and enforce the collection of such tax as provided therein.

**Section 6.** The tax levied and collected pursuant to Section 3 of this ordinance shall become due and payable in a manner prescribed by K.S.A. 12-1698, and amendments thereto, except that all taxes remaining after the 2% deduction for expenses of the Department of Revenue in administration and enforcement of the collection thereof shall be remitted to the City of Lansing, and shall be credited to the "Transient Guest Tax Fund" hereinafter established and shall only be expended out of said fund as hereinafter provided.

**Section 7.** A "Transient Guest Tax Fund" is hereby established to receive disbursements of money from the Secretary of Revenue of the State of Kansas, as provided in subsection (d) of K.S.A. 12-1698.

**Section 8.** The revenue derived from 5% of the levy and receipted in the "Transient Guest Tax Fund" shall only be expended as follows:

- A. The Governing Body shall consider the expenditures proposed from the Transient Guest Tax Fund and shall adopt a budget of such expenditures which may vary from the proposal of the Convention and Tourism Committee at the discretion of the Governing Body. The Governing Body may at any time seek further advice and recommendations from the Convention and Tourism Committee regarding such expenditures but reserves the exclusive authority to make such final decisions.
- B. Such funds may be used to:
  1. contract with any agency, organization or group of firms to promote conventions and tourism within the City and its environs;
  2. provide for the operation, maintenance, expansion or development of City facilities connected with convention and tourism;
  3. defray the cost of providing municipal services to convention and tourism functions, including police, fire, street division, or parks and recreation division functions;
  4. create innovative projects and activities promoting conventions and tourism;
  5. promote the general economic welfare of the City and its environs, including the attraction of industry.

**Section 9.** Revenue derived from the remaining 2% levy may be receipted into the "Facilities Renovation Fund" from which businesses subject to the tax levied herein may utilize such monies upon such terms and conditions as may be established by the City for the purpose of renovation of such businesses, hotels, motels, and tourist court facilities. After the first day of February of each calendar year, businesses, which are subject to the tax, may apply for, on an approved city form, revenue collected from the previous four quarters. Funds requested by a business shall not exceed its actual

remittances to the state for the 2% of the total transient guest tax levy, minus state administrative expenses. No business may claim remittances made by another business, and no new business may claim remittances which it has not paid to the state. Funds requested may be used to:

- A. Reimburse any expenditure for a capital improvement;
- B. Reimburse payments for retiring the debt on a capital improvement;
- C. Reimburse payments for a lease/purchase of capital improvements;
- D. Perform a capital improvement;
- E. Reimburse a down payment on a lease agreement or reimburse a lease buy out;
- F. Reimburse for new, hotel related, construction in the City of Lansing.

It will be the responsibility of each participating business to document its remittances to the state. Funds collected by the city in a single four-quarter period ending December 31st which have not been requested in the subsequent five four-quarter periods shall be available to the city to expend on the legal uses set forth in Section 7 of this Charter Ordinance. This section shall remain in force for not less than five years from the date of adoption of this Charter Ordinance.

**Section 10.** A "Convention and Tourism Committee" is hereby established to advise the Governing Body and make recommendations concerning programs and expenditures for conventions and tourism. The committee shall consist of five (5) members appointed by the Mayor and confirmed by the Governing Body. Initially, three (3) members shall be appointed for terms ending April 30, 1993; two (2) members shall be appointed for terms ending April 30, 1994. Thereafter, at the expiration of the terms of each original member, a successor member shall be appointed to fill each vacancy to a term of two years, and each shall serve until a successor is appointed and qualified. Any vacancy in the committee membership shall be filled by the appointment of a new member in the same manner as the original appointment, who will then complete the remaining unexpired term of the vacating member.

**Section 11.** The Convention and Tourism Committee shall be composed of one representative from each of the following groups:

- A. The Lansing Governing Body;
- B. Owners, operators, or employees of persons engaged in the hotel, motel, or lodging business within the City, whether such members reside inside or outside the City;
- C. Agencies or organizations actively engaged in promoting tourism, or historic and cultural attractions in the city or its environs;
- D. Members of the general public;
- E. Members of the Lansing business community.

When appointing members to the committee for subsequent confirmation by the Governing Body, the Mayor shall designate the group from which the proposed appointee is to represent. Subject to the approval of the Governing Body, regular meetings, at a time and place to be established by the committee, shall be held. All such meetings shall be open to the public. The committee shall elect a chairman and secretary. The secretary shall also serve as the vice-chairman. No member of the committee shall receive any compensation for service thereon. Any member absent for three (3) consecutive regular meetings shall be deemed to have resigned, and a successor shall be appointed.

**Section 12.** The City of Lansing, Kansas, upon adoption of a resolution authorizing the levy of a transient guest tax, shall have authority to contract for the expenditure of monies from the Tourism and Convention Fund.



**Section 13.** This Charter Ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

**Section 14.** This Charter Ordinance shall take effect sixty-one (61) days after final publication, unless a sufficient petition for a referendum is filed, requiring a referendum to be held on this Charter Ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective upon approval by a majority of the electors voting thereon.

**Section 15.** Charter Ordinance 2-2010 is hereby repealed.

**PASSED** by the Lansing Governing Body, not less than two-thirds of the members elected voting in favor thereof, on this 17<sup>th</sup> day of January, 2019.

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Michael W. Smith, Mayor

ATTEST:

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Sarah Bodensteiner, City Clerk

Published: Leavenworth Times

First Publication Date: \_\_\_\_\_

Second Publication Date: \_\_\_\_\_

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator  
FROM: Sarah Bodensteiner, City Clerk  
DATE: January 10, 2019  
SUBJECT: Resolution No. B-2-19

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Per Charter Ordinance 1-2019, Section 12, a Resolution is needed to authorize the levying of a transient guest tax.

This Resolution fulfills that requirement.

Action: Staff recommends a motion to adopt Resolution No. B-2-19

**RESOLUTION B-2-2019**

**A RESOLUTION LEVYING A TRANSIENT GUEST TAX OF SEVEN PERCENT (7%) UPON THE GROSS RECEIPTS PAID FOR SLEEPING ACCOMMODATIONS WITHIN THE CITY OF LANSING.**

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANSING:**

Whereas, there is hereby levied, a Transient Guest Tax of seven percent (7%) upon the gross receipts derived from or paid by transient guests for sleeping accommodations, exclusive of charges for incidental services and facilities in any hotel, motel, or tourist court located within this City of Lansing, Kansas.

Whereas, the tax hereby levied shall be administered by the Kansas Department of Revenue and collected by the Kansas State Treasurer, and the revenue therefore shall be distributed in accordance with the provisions of K.S.A. 12-1698 et seq., and Charter Ordinance No. 1-2019 of the city of Lansing. 2% of the monies collected may be credited to the Facilities Renovation Fund and the remaining 5% will be credited to the Transient Guest Tax Fund.

Whereas, there is hereby established a committee to be known as the "Convention and Tourism Committee" to be appointed by the governing body of the City, in accordance with the provisions of K.S.A. 12-16, 101, which shall make recommendations to the city concerning programs and expenditures for the promotion of conventions and tourism.

Whereas, this resolution shall take effect upon its publication in the official city newspaper and the tax herein levied shall take effect as provided in Section 14 of Charter Ordinance 1-2019.

**ADOPTED BY THE** Governing Body of the City of Lansing, Kansas, this 17th day of January 2019.

\_\_\_\_\_  
Michael W. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Bodensteiner, City Clerk

{SEAL}

*Published: Leavenworth Times*  
*Date:*

# City Clerk's Office/Building Maintenance Vehicle and Equipment Report

## Vehicles

| Year  | Make | Model     | Description        | Mileage<br>Start | Mileage<br>Ending | Miles<br>Driven | Comments                       |
|-------|------|-----------|--------------------|------------------|-------------------|-----------------|--------------------------------|
| 2007  | Ford | Econoline | 15 Passenger Wagon | 19073            | 19,129            | 56              | Inherited from PD in Jan. 2016 |
|       |      |           |                    |                  |                   | 0               |                                |
|       |      |           |                    |                  |                   | 0               |                                |
|       |      |           |                    |                  |                   | 0               |                                |
|       |      |           |                    |                  |                   | 0               |                                |
| Total |      |           |                    |                  |                   | 56              |                                |

## Equipment

| Year  | Make    | Model   | Description                | Hours<br>Start | Hours<br>End | Hours<br>Used | Comments                  |
|-------|---------|---------|----------------------------|----------------|--------------|---------------|---------------------------|
| 2018  | Advance | SC1500  | AutoScrubber Floor Machine | 13.74          | 15.28        | 1.54          | Community Center Cleaning |
| 2018  | Kubota  | ZG227-A | Mower                      | 52             | 52           | 0             |                           |
|       |         |         |                            |                |              | 0             |                           |
|       |         |         |                            |                |              | 0             |                           |
|       |         |         |                            |                |              | 0             |                           |
|       |         |         |                            |                |              | 0             |                           |
| Total |         |         |                            |                |              | 1.54          |                           |

11

# Parks and Recreation Fleet Report December 2018

## Vehicles

| Year  | Make      | Model     | Description   | Mileage<br>Start | Mileage<br>Ending | Miles<br>Driven | Current Use         | Comments |
|-------|-----------|-----------|---------------|------------------|-------------------|-----------------|---------------------|----------|
| 2002  | Ford      | Explorer  | SUV           | 128117           | 128210            | 93              | Parks Maintenance   |          |
| 2011  | Dodge     | Charger   | passenger car | 77301            | 77326             | 25              | Activity Center use |          |
| 2014  | Ford      | F-350     | Dump truck    | 11335            | 11422             | 87              | Parks Maintenance   |          |
| 2017  | Chevrolet | Silverado | truck         | 8720             | 8886              | 166             | Parks Maintenance   |          |
| 2018  | Ford      | F-350     | 4-door crew   | 2169             | 2720              | 551             | Parks Maintenance   |          |
| Total |           |           |               |                  |                   | 922             |                     |          |

## Equipment

| Year  | Make            | Model      | Description     | Hours<br>Start | Hours<br>End | Hours<br>Used | Current Use       | Comments |
|-------|-----------------|------------|-----------------|----------------|--------------|---------------|-------------------|----------|
| 1992  | Massey Ferguson | 1020       | Tractor         | 1977           | 1977         | 0             | Parks Maintenance |          |
| 1996  | Hustler         | Range Wing | mower           | 1905.9         | 1905         | 0             | Parks Maintenance |          |
| 2005  | Kubota          | F3060      | mower           | 281.3          | 281.3        | 0             | Parks Maintenance |          |
| 2007  | Turbo Tool Cat  | 5600       | utility vehicle | 1014.6         | 1015.6       | 1             | Parks Maintenance |          |
| 2012  | Wright          | ZK         | stand mower     | 992.5          | 993.4        | 0.9           | Parks Maintenance |          |
| 2014  | Kubota          | ZD331LP-72 | mower           | 1276.6         | 1276.6       | 0             | Parks Maintenance |          |
| 2016  | ABI             | Force      | infield groomer | 149            | 149          | 0             | Parks Maintenance |          |
| 2017  | Kubota          | ZD1211     | mower           | 349.9          | 349.9        | 0             | Parks Maintenance |          |
| 2018  | Polaris         | Ranger     | utility vehicle | 70             | 72.6         | 2.6           | Parks Maintenance |          |
| Total |                 |            |                 |                |              | 4.5           |                   |          |

Lansing Police Department  
Vehicle Fleet End of Month Report

Dec-2018

| Unit | Year | Make/Model    | Last 5 VIN | Mileage<br>as of 12/03 | Mileage<br>as of 1/02 | Miles<br>Driven | Current Use    | Future Use     | Comments                    |
|------|------|---------------|------------|------------------------|-----------------------|-----------------|----------------|----------------|-----------------------------|
| 1    | 2013 | Ford Explorer | 40459      | 74760                  | 75078                 | 318             | Detective      | Detective      | Limited Use - Detective     |
| 2    | 2012 | Dodge Charger | 07028      | 49175                  | 49175                 | 0               | Sergeant       | Sergeant       | <b>Down for repairs</b>     |
| 3    | 2015 | Ford Explorer | 40975      | 45576                  | 46552                 | 976             | Patrol         | Patrol         | Fit for patrol duty         |
| 4    | 2015 | Ford Explorer | 40976      | 32578                  | 32578                 | 0               | Patrol         | Patrol         | <b>Down for repairs</b>     |
| 5    | 2012 | Dodge Charger | 07027      | 36840                  | 36945                 | 105             | Lieutenant     | Lieutenant     | Limited Use - Lieutenant    |
| 6    | 2013 | Ford Explorer | 40458      | 60294                  | 61292                 | 998             | Patrol         | Patrol         | Fit for patrol duty         |
| 7    | 2018 | Ford Explorer | 34004      | 1962                   | 2105                  | 143             | Captain        | Captain        | Limited Use - Captain       |
| 8a   | 2017 | Dodge Charger | 86270      | 25884                  | 28389                 | 2505            | Patrol         | Patrol         | Fit for patrol duty         |
| 9    | 2018 | Ford Explorer | 34003      | 4935                   | 6192                  | 1257            | Patrol         | Patrol         | Fit for patrol duty         |
| 10   | 2011 | Dodge Charger | 52349      | 47190                  | 47455                 | 265             | Chief          | Chief          | Limited Use - Chief         |
| 11   | 2003 | Ford F150     | 64639      | 80427                  | 80578                 | 151             | Animal Control | Animal Control | Fit for animal control duty |
| 13a  | 2017 | Dodge Charger | 96163      | 25017                  | 27235                 | 2218            | Patrol         | Patrol         | Fit for patrol duty         |
| 15   | 2018 | Ford Explorer | 34002      | 7210                   | 8068                  | 858             | Patrol         | Patrol         | Fit for patrol duty         |
| 17   | 2016 | Dodge Charger |            | 24094                  | 24478                 | 384             | Patrol         | Patrol         | Fit for patrol duty         |
|      |      |               |            |                        |                       |                 |                |                |                             |
|      |      |               |            |                        |                       |                 |                |                |                             |
|      |      |               |            |                        |                       |                 |                |                |                             |
|      |      |               |            |                        |                       |                 |                |                |                             |
|      |      |               |            |                        | <b>Mileage Total:</b> | 10178           |                |                |                             |



**Lansing Public Works Department****Monthly Fleet Report****Month** December **Year** 2018**Vehicles**

| <b>Year</b> | <b>Make</b>   | <b>Model</b> | <b>Description</b> | <b>Mileage<br/>Starting</b> | <b>Mileage<br/>Ending</b> | <b>Miles Driven</b> | <b>Comments</b> |
|-------------|---------------|--------------|--------------------|-----------------------------|---------------------------|---------------------|-----------------|
| 2008        | Ford          | Ranger XLT   | LT. Pick-up Ext    | 55,395                      | 55,445                    | 50                  |                 |
| 2007        | Ford          | Ranger XLT   | LT. Pick-up Ext    | 42,843                      | 43,151                    | 308                 |                 |
| 1998        | Ford          | 1/2 ton      | Pick-up            | 64,250                      | 64,393                    | 143                 |                 |
| 2001        | Ford          | Ranger       | LT. Pick-up Ext    | 117,291                     | 117,307                   | 16                  |                 |
| 2005        | Ford          | Ranger       | LT. Pick-up Ext    | 42,311                      | 42,443                    | 132                 |                 |
| 2000        | Ford          | Explorer     | SUV                | 188,213                     | 188,474                   | 261                 |                 |
| 2005        | Sterling      | LT 8500      | Dump Truck         | 49,911                      | 49,960                    | 49                  |                 |
| 2007        | Elgin         | Crosswind J+ | Street Sweeper     | 5,760                       | 5,766                     | 6                   |                 |
| 1992        | Ford          | 700          | Dump Truck         | 63,574                      | 63,605                    | 31                  |                 |
| 2017        | Chevrolet     | 3500         | Pick-up Truck      | 8,621                       | 8,810                     | 189                 |                 |
| 2002        | Ford          | F350 4x4     | Dump Truck         | 74,072                      | 74,159                    | 87                  |                 |
| 2011        | International | 7400         | Dump Truck         | 14,475                      | 14,509                    | 34                  |                 |
| 2016        | Ford          | F350 4x4     | One-ton Dump Truck | 6,732                       | 6,831                     | 99                  |                 |
| 2006        | Dodge         | Charger      | Sedan              | 123,623                     | 123,630                   | 7                   |                 |

**Equipment**

| <b>Year</b> | <b>Make</b> | <b>Model</b> | <b>Description</b> | <b>Hours Starting</b> | <b>Hours Ending</b> | <b>Hours Used</b> | <b>Comments</b>    |
|-------------|-------------|--------------|--------------------|-----------------------|---------------------|-------------------|--------------------|
| 1997        | JD          | 770BH        | Grader             | 5,050                 | 5,052               | 2                 |                    |
| 2004        | IR          | DD-24        | Asphalt Roller     | 271                   | 271                 | 0                 |                    |
| 2006        | IR          | 185          | Air Compressor     | 193                   | 194                 | 1                 |                    |
| 1993        | Ford        | 5030         | Tractor            | 523                   | 523                 | 0                 |                    |
| 1997        | Bobcat      | 763          | Skid Steer         | 2,115                 | 2,115               | 0                 |                    |
| 2014        | Case        | 580 SNWT     | Backhoe            | 954                   | 972                 | 18                |                    |
| 2002        | Crafco      | 110          | Crack Sealer       | 808                   | 808                 | 0                 |                    |
| 2003        | Kubota      | L3710        | Tractor            | 1,573                 | 1,573               | 0                 |                    |
| 2009        | Case        | 465          | Skid Steer         | 593                   | 599                 | 6                 |                    |
| 2004        | Case        | 621D         | Front Loader       | 2,186                 | 2,186               | 0                 | at treatment plant |

Dec-18

|                 |          |                |         |
|-----------------|----------|----------------|---------|
| City Influent   | 33.24 MG | City Avg Daily | 1.07 MG |
| LCF Influent    | 12.33 MG | LCF Daily Avg  | .398 MG |
| Total Biosolids | .990 MG  | Precip         | 2.67"   |

#### Vehicles

| Year  | Make         | Model  | Description   | Mileage Start | Mileage Ending | Miles Driven | Current Use        | Comments |
|-------|--------------|--------|---------------|---------------|----------------|--------------|--------------------|----------|
| 1999  | Sterling     | Vactor | Jet Truck     | 8174          | 8174           | 0            | Collection System  |          |
| 2002  | Ford         | 350    | Pick Up Truck | 94113         | 94113          | 0            | Ops/Maint.         |          |
| 2012  | Chevrolet    | Tahoe  | SUV           | 96650         | 96953          | 303          | Ops/Maint.         |          |
| 2005  | Ford         | 550    | Flatbed Truck | 42900         | 42900          | 0            | Ops/Maint.         |          |
| 2019  | Ford         | F250   | Pick Up Truck | 178           | 206            | 28           | Ops/Maint.         |          |
| 2005  | Freightliner | M2106  | Dump Truck    | 20125         | 20198          | 73           | Biosolids Disposal |          |
| Total |              |        |               |               |                | 404          |                    |          |

#### Equipment

| Year | Make       | Model      | Description     | Hours Start | Hours Ending | Hours Used | Current Use        | Comments |
|------|------------|------------|-----------------|-------------|--------------|------------|--------------------|----------|
| 1991 | Case       | 1825       | Uni-Loader      | 943         | 943          | 0          | Plant Activities   |          |
| 1999 | Sterling   | Vactor     | Jet Truck       | 2236        | 2236         | 0          | Collection System  |          |
| 1999 | Aries      | Saturn III | Camera Trailer  | 344         | 344          | 0          | Collection System  |          |
| 2004 | John Deere | 7920       | Tractor         | 1218        | 1218         | 0          | Biosolids Disposal |          |
| 2005 | Polaris    | Ranger #1  | Utility Vehicle | 1236        | 1241         | 5          | Operations         |          |
| 2004 | Case       | 621D       | Loader          | 2291        | 2294         | 3          |                    |          |
| 2005 | Polaris    | Ranger #2  | Utility Vehicle | 1216        | 1241         | 25         | Maintenance        |          |
| 2006 | JCB        | 531-70     | Telehandler     | 566         | 570          | 4          | Plant Activities   |          |

**COMMUNITY AND ECONOMIC DEVELOPMENT  
PERMITS/LICENSES AND CODE ENFORCEMENT REPORT FOR DECEMBER**

**TO:** Tim Vandall, City Administrator

**FROM:** Matthew R. Schmitz, Director, Community and Economic Development

**DATE:** 2018

| <b>PERMITS AND LICENSES:</b>   | <b><u>Current Month</u></b> | <b><u>Year to Date</u></b> |
|--|-----------------------------|----------------------------|
| Number of permits issued.....  | 30                          | 338                        |
| Number of permits for new single-family housing .....  | 5                           | 10                         |
| Number of permits for new multi-family housing .....   | 0                           | 0                          |
| Number of occupancy certificates issued .....  | 0                           | 18                         |
| Total valuation of residential and commercial<br>construction and remodeling for which<br>permits were issued..... | \$1,478,262.42              | \$4,080,203.60             |
| Permit fees.....   | \$24,444.00                 | \$70,351.00                |
| Number of inspections performed .....  | 41                          | 236*                       |
| Number of trade licenses issued .....  | 1                           | 316                        |
| Total trade contractor licenses issued .....   | 1                           | 105                        |
| Number of occupational licenses issued .....   | 1                           | 101                        |

\*Began keeping track of these in August

| <b>CODE ENFORCEMENT:</b>                  | <b><u>Current Month</u></b> | <b><u>Year to Date</u></b> |
|---|-----------------------------|----------------------------|
| <u>Nuisance Report</u>                    |                             |                            |
| Three Day Warnings:.....                  | 17                          | 269                        |
| Certified Letters Sent: .....             | 0                           | 8                          |
| Compliance: .....                         | 13                          | 211                        |
| Compliance Review: .....                  | 23                          | 261                        |
| <u>Vehicle Report</u>                     |                             |                            |
| Warning Letters/Verbal: .....             | 5                           | 71                         |
| Certified Letters Sent (20 Days): .....   | 0                           | 6                          |
| Compliance: .....                         | 1                           | 38                         |
| Compliance Review: .....                  | 2                           | 60                         |
| <u>Weeds Report</u>                       |                             |                            |
| Three Day Warnings: .....                 | 0                           | 176                        |
| Certified Letters Sent: .....             | 0                           | 18                         |
| Compliance: .....                         | 0                           | 154                        |
| Compliance Review: .....                  | 1                           | 174                        |
| <u>Infiltration of Storm Water System</u> |                             |                            |
| Three Day Warnings: .....                 | 0                           | 0                          |
| Certified Letters Sent: .....             | 0                           | 0                          |
| Compliance: .....                         | 0                           | 0                          |
| Compliance Review: .....                  | 0                           | 0                          |
| <u>Additional Actions</u>                 |                             |                            |
| Violation Publications: .....             | 0                           | 0                          |
| Number of Court Actions: .....            | 0                           | 2                          |
| Abated: .....                             | 0                           | 9                          |
| Citations: .....                          | 0                           | 3                          |
| Contracted for Work: .....                | 0                           | 9                          |

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