



CITY COMMISSION MEETING
City Hall, 1507 Main Street, Hays, KS
Thursday, August 28, 2025 – 4:00 P.M.
AGENDA

1. Call to order by Chairperson.
2. **MINUTES**: Consider approval of the minutes from the regular meeting held on August 14, 2025. ([PAGE 1](#))
3. **FINANCIAL STATEMENT**: Consider accepting the Financial Statement for the month of July, 2025. ([PAGE 5](#))
4. **CITIZEN COMMENTS**: (non-agenda items).
5. **CONSENT AGENDA**: (Items to be approved by the Commission in one motion, unless objections are raised).
 - A. [Uniform Public Offense Code \(UPOC\) for Kansas Cities](#): Ordinance No. 4076 ([PAGE 101](#))
 - B. [Standard Traffic Ordinance \(STO\) for Kansas Cities](#): Ordinance No. 4077 ([PAGE 103](#))
 - C. [Cereal Malt Beverage License Application](#): Volga German Centennial Association Oktoberfest ([PAGE 105](#))

UNFINISHED BUSINESS

(No business to review)

NEW BUSINESS

6. **ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2025-A**: Approve Ordinance No. 4078 authorizing the City to issue General Obligation Bonds, Series 2025-A, to fund AMI, the Police facility, and The Grove RHID. ([PAGE 115](#))
7. **RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2025-A**: Approve Resolution No. 2025-013 prescribing the form and details of the City's General Obligation Bonds, Series 2025-A. ([PAGE 131](#))
8. **ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 2025-B**: Approve Ordinance No. 4079 authorizing the City to issue Taxable General Obligation Bonds, Series 2025-B, to fund an economic development grant. ([PAGE 177](#))

9. **RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 2025-B:** Approve Resolution No. 2025-014 prescribing the form and details of the City's Taxable General Obligation Bonds, Series 2025-B. ([PAGE 189](#))
10. **RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE, AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025-1:** Approve Resolution No. 2025-015 authorizing the issuance and prescribing the form and details of the City's General Obligation Temporary Notes, Series 2025-1, to temporarily finance infrastructure and improvements to the I-70 Exit 161 property. ([PAGE 223](#))
11. **RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE, AND DELIVERY OF TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025-2:** Approve Resolution No. 2025-016 authorizing the issuance of the City's Taxable General Obligation Temporary Notes, Series 2025-2. ([PAGE 263](#))
12. **TALLGRASS REINVESTMENT HOUSING INCENTIVE DISTRICT (RHID) DISCUSSION AND THE GROVE UPDATE:** Doug Williams, Grow Hays Executive Director, will be in attendance to discuss the Tallgrass RHID and to give an update on The Grove. ([PAGE 297](#))
13. **AIRPORT PARKING LOT EXPANSION – AWARD OF BID:** Accept the bid from Morgan Brothers Construction Inc. in the amount of \$248,019.98 and authorize a total project expenditure not to exceed \$295,519.98 to expand the Terminal passenger parking lot at the Hays Regional Airport, to be paid from the Airport Improvement Fund. ([PAGE 299](#))
14. **REZONING REQUEST FROM PUBLIC & INSTITUTIONAL DISTRICT (P-I) TO RESIDENTIAL MULTI-FAMILY DISTRICT (R-M) FOR THE PROPOSED LINCOLN SCHOOL APARTMENT COMPLEX AT 1906 ASH STREET:** Adopt Ordinance No. 4080 approving the rezoning request from Public & Institutional District (P-I) to Residential Multi-Family District (R-M) for the proposed Lincoln School Apartment Complex at 1906 Ash Street, as legally described within the adopting ordinance. ([PAGE 315](#))
15. **PROGRESS REPORT**
16. **HAYS HAPPENINGS / UPCOMING EVENTS**
17. **COMMISSION INQUIRIES AND COMMENTS**
18. **EXECUTIVE SESSION (IF REQUIRED)**
19. **ADJOURNMENT**

ANY PERSON WITH A DISABILITY NEEDING SPECIAL ACCOMMODATIONS TO ATTEND THIS MEETING SHOULD CONTACT THE CITY MANAGER'S OFFICE 48 HOURS PRIOR TO THE SCHEDULED MEETING TIME. EVERY ATTEMPT WILL BE MADE TO ACCOMMODATE ANY REQUESTS FOR ASSISTANCE.

MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYS, KANSAS
HELD ON AUGUST 14, 2025

1. CALL TO ORDER BY CHAIRPERSON: The Governing Body of the City of Hays, Kansas met in regular session on Thursday, August 14, 2025 at 4:00 p.m.

Roll Call: Present: Sandy Jacobs

Mason Ruder

Alaina Cunningham

Reese Barrick

Shaun Musil

Mayor Jacobs declared a quorum was present and called the meeting to order.

2. MINUTES: There were no corrections or additions to the minutes of the regular session held on July 24, 2025; the minutes stand approved as presented.

3. CITIZEN COMMENTS: There were no comments.

4. CONSENT AGENDA: There were no items on the Consent Agenda for consideration.

NEW BUSINESS

5. COVENANT ESTATES FIRST ADDITION – RESOLUTION ESTABLISHING BENEFIT DISTRICT: Jarrod Kuckelman, Assistant City Manager, stated that Covenant Land & Developing Inc., the Developer, has petitioned the City for street, stormwater, water, and sanitary sewer improvements to an area containing 32 lots in the Covenant Estates First Addition through the use of a benefit district. The engineer's estimate for total construction costs is \$2.9 million. This project is consistent with past residential developments within the City of Hays that have utilized benefit districts. There are no oversizing costs for City infrastructure, so no City capital will be expended for the construction of this project.

The general nature of the proposed improvements is as follows:

- The construction of 33rd Street, Jonathan Avenue, Princess Avenue, and 35th Street, including all related curb, gutter, and stormwater improvements. The stormwater quality and control improvements will be sufficient to serve the entirety of Phase 1.
- The construction of approximately 2,100 linear feet of water lines, fire hydrants, service connections, and all other necessary and related water improvements.
- The construction of approximately 2,800 linear feet of sanitary sewer lines, manholes, sanitary sewer service connections, and all other necessary and related sanitary sewer improvements.

All materials have been reviewed by the City's special legal counsel, Gilmore & Bell, P.C., and are found to meet all the requirements of Kansas law and the City's Development Policy. Staff recommends that the Commission adopt the Resolution authorizing the creation of a special benefit district for the Covenant Estates First Addition.

Commissioner Musil moved, Commissioner Cunningham seconded, to authorize the creation of a special benefit district for infrastructure improvements, in the estimated amount of \$2.9 million, for the development of 32 lots in the Covenant Estates 1st Addition.

Vote: Ayes: Sandy Jacobs

Mason Ruder

Alaina Cunningham

Reese Barrick

Shaun Musil

6. COVENANT ESTATES FIRST ADDITION – ENGINEERING SERVICES

AGREEMENT: Jesse Rohr, Director of Public Works, stated that Covenant Land & Developing, Inc., the Developer, of Covenant Estates First Addition is moving forward with development plans for street, storm sewer, water, and sanitary sewer improvements to an area containing 32 lots in the Covenant Estates First Addition, Phase 1. Sloan Engineering and Consulting has prepared a contract for

engineering services to include civil engineering design, contractor bid solicitation, bid review, and final recommendation. The contract is for an amount not to exceed \$221,000.

Commissioner Ruder moved, Commissioner Barrick seconded, to approve the Engineering Services Agreement with Sloan Engineering and Consulting, in the not-to-exceed amount of \$221,000, for the infrastructure design of Phase One of Covenant Estates 1st Addition.

Vote: Ayes: Sandy Jacobs

Mason Ruder

Alaina Cunningham

Reese Barrick

Shaun Musil

7. OPIOID FUND GRANT REQUEST: Don Scheibler, Chief of Police, stated that High Plains Mental Health Center is requesting \$49,964.81 in grant funds to purchase seven chairs for social detoxification treatment, seven large volume infusion pumps, and a multitude of miscellaneous items for their new Crisis Intervention Center scheduled to open by the end of 2025.

The Crisis Intervention Center will likely be the first of its kind in the state, providing 22 patient rooms and two de-escalation rooms to serve adult clients experiencing mental health or substance use crises. It is expected to serve at least 500 clients annually and will be the closest option for residents in 28 western Kansas counties. The Center will be open 24 hours a day, seven days a week, and is meant to alleviate the wait list at Larned State Hospital.

Commissioner Cunningham moved, Commissioner Ruder seconded, to approve grant funding, in the amount of \$45,481, for High Plains Mental Health Center to purchase chairs for social detoxification treatment and infusion pumps for their new Crisis Intervention Center, to be paid from the City's Opioid Settlement Fund.

Commissioner Cunningham asked if the Center is restricted to the 28 counties and how many employment opportunities will the Crisis Center add?

Craig Poe, Executive Director of High Plains Mental Health, stated that it isn't restricted and one of the models they have switched to is a Certified Community Behavioral Health Center. The center will provide services to anyone that comes to the center seeking help. Also, the Crisis Center will add 50 individual positions, and the economic impact will be about 86 positions.

Vote: Ayes: Sandy Jacobs

Mason Ruder

Alaina Cunningham

Reese Barrick

Shaun Musil

8. COMMISSION INQUIRIES AND COMMENTS: Commissioners reminded everyone to be careful since school is starting next week, to give grace to everyone, and wished all students good luck.

Commissioners also gave kudos to the County for their work on paving 48th and 41st streets.

Commissioner Barrick attended the Wildland Resilience Summit where discussion was held about the Wildland Urban Interface and talked about fires and the hazards they cause. Commissioner Barrick stated that this is a big issue and pushed for the City to work on some ideas for mitigation tactics for western Kansas to prevent wildfires and their spread. He believes there are a lot of things that the City of Hays can do to become a Firewise City.

Mayor Jacobs appealed to parents to talk to their children about riding scooters. There have been so many close calls to vehicles hitting scooters, and children are not being careful on them.

The meeting was adjourned at 4:34 p.m.

Submitted by: _____

Jami Breit – City Clerk



City Clerk/Finance Department

Memo

DATE: August 11, 2025

TO: Toby Dougherty, City Manager

CC: Collin Bielser, Deputy City Manager
Jarrod Kuckelman, Assistant City Manager

FROM: Kim Rupp, Director of Finance

RE: July 2025 Monthly Financial Report

The attached report contains the financial summaries of the revenue and expenditure activities of the City of Hays for the month ended July 31, 2025.

Period to Date Financial Performance

Revenues in July totaled \$4,719,959 a decrease of \$248,925 compared to the same period as last year.

- Notable areas of increased revenue compared to July 2024
 - Making a period adjustment for the new rate, Transient Guest Tax was up \$29,700 or 7%. YTD TGT is up 6%.
 - Economic Development increased \$77,310 as a result of the first CDBG Grant funding passthrough payment.
 - Building permits were up \$16,700 mainly due to renovations at the Hadley Center as well as two new apartment complexes.
 - Water sales and conservation revenue were up 9% or \$30,700 compared to last year at this time.
- Notable areas of revenue decrease compared to July 2024
 - A large share of the noted decrease is for miscellaneous revenue in the airport improvement fund. It fell \$710,000 due to reimbursements on the KHP hanger a year ago.
 - Gas tax was off \$152,631 in Special Highway due simply to timing of receipts.
 - Miscellaneous revenue in Water reserves was off \$144,500 due to the reimbursement from KDOT at this time last year for the Hwy 183 Bypass waterline project.

Expenditures in July totaled \$8,150,117 which is an increase of \$605,159 as compared to 2024.

- Notable areas of increased expenditures compared to July 2024
 - The 32nd/33rd project begins to closeout raising capital projects expenditures \$545,000
 - CVB expenditures rose \$10,700 for repairs to building as they had to replace their AC unit.
 - CVB reserves increased \$44,773 for the budgeted replacement of the marquee sign.
 - Billing for Health Insurance was off a month increasing that expenditure \$176,000 by comparison to a year ago.
- Notable areas of decreased expenditures compared to July 2024
 - Projects for CCR were off \$30,000 as design for 32nd/33rd began at this time a year ago.
 - Insurance and Surety for Intergovernmental fell \$390,500 due simply to timing of payment for the property/liability coverage.
 - Purchase of the new Fire pumper truck a year ago dropped new equipment reserve \$488,000.

MTD general fund sales tax collections were at \$901,793, which was an increase of \$6,815 or .76% as compared to last year. YTD general fund sales tax is still trending up at \$132,468 or 2.4%. The six month average was at 1.25%, which was a year over year increase of 1.25%. YTD County sales tax collections were at \$686,206 up \$24,325.

The report of top ten quarter to date (QTD) sales tax collections by classification was down \$23,321 or -.7%. These top ten represent 73% of the total sales tax collections for the running quarter.

The total par value of the US Treasuries for July was \$14,217,000 with a weighted average yield to maturity of 4.2% down .27% from a year ago. The total of the portfolio of certificates of deposit on July 31, 2025 was \$55,975,325 with a weighted average rate to maturity of 4.29% down -.75%. The total balance of the Money Market account on July 31, 2025 was \$4,191,698 with a current yield of 4.02% down -.138% from a year ago. Total investments were up \$4,122,763.

FINANCIAL STATEMENT CITY OF HAYS, KANSAS

This Document is for Internal Use and Represents Un-audited Figures

As of July 31, 2025

CASH BALANCE

Total Cash in All Funds	\$74,907,388.16
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STATEMENT OF CREDITS

Checking Accounts with Banks	\$835,394.81
Money Market Accounts	\$4,191,698.06
Investments	\$69,878,795.29
Cash in Office	\$1,500.00
	<hr/>
	\$74,907,388.16

STATEMENT OF CURRENT OBLIGATIONS

General Obligation Bonds	\$11,505,000.00
Temporary Notes	\$3,600,000.00
KWPCR Fund	\$20,919,322.67
	<hr/>
	\$36,024,322.67

**CITY OF HAYS
INVESTMENTS AS OF
7/31/2025**

	<u>Certificates of Deposit</u>	<u>Date Issued</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Interest at Maturity</u>	<u>% of Total Portfolio</u>
Equity 720	\$ 5,000,000.00	9/16/2024	8/1/2025	4.640%	\$ 202,761.64	8.9325%
Equity 774	\$ 2,200,000.00	10/16/2024	8/8/2025	4.240%	\$ 75,646.25	3.9303%
Commerce 454	\$ 3,200,000.00	6/9/2025	8/28/2025	4.317%	\$ 30,278.14	5.7168%
Equity 945	\$ 4,000,000.00	6/27/2025	9/25/2025	4.320%	\$ 42,608.22	7.1460%
Commerce 455	\$ 2,200,000.00	6/9/2025	10/16/2025	4.284%	\$ 33,309.57	3.9303%
Astra 103	\$ 2,000,000.00	10/31/2024	10/31/2025	4.280%	\$ 85,600.00	3.5730%
Astra 344	\$ 3,000,000.00	5/2/2025	11/13/2025	4.160%	\$ 66,673.97	5.3595%
Emprise CDARS 265	\$ 1,575,325.16	7/5/2024	11/27/2025	5.050%	\$ 111,157.53	2.8143%
Equity 801	\$ 3,000,000.00	12/16/2024	12/12/2025	4.340%	\$ 128,773.15	5.3595%
Astra 211	\$ 3,500,000.00	1/15/2025	12/19/2025	4.330%	\$ 140,339.45	6.2528%
Equity 044	\$ 2,500,000.00	7/25/2025	1/8/2026	4.186%	\$ 47,880.96	4.4663%
Equity 990	\$ 5,000,000.00	7/3/2025	1/8/2026	4.270%	\$ 110,552.05	8.9325%
Emprise CDARS 234	\$ 3,500,000.00	1/30/2025	1/22/2026	4.010%	\$ 137,273.84	6.2528%
Astra 272	\$ 2,800,000.00	3/5/2025	2/12/2026	4.100%	\$ 108,195.07	5.0022%
First KS 024	\$ 3,000,000.00	6/23/2025	3/12/2026	4.200%	\$ 90,443.84	5.3595%
Equity 954	\$ 2,000,000.00	6/27/2025	3/19/2026	4.230%	\$ 61,421.92	3.5730%
Equity 017	\$ 3,000,000.00	7/11/2025	4/16/2026	4.257%	\$ 97,619.42	5.3595%
Equity 035	\$ 2,500,000.00	7/18/2025	5/14/2026	4.186%	\$ 86,013.70	4.4663%
Equity 963	\$ 2,000,000.00	6/27/2025	6/25/2026	4.190%	\$ 83,340.82	3.5730%
	\$ 55,975,325.16				\$ 1,739,889.54	100.0000%

Money Market Account		
Commerce Bank	\$ 191,698.06	3.388%
Equity Bank	\$ 4,000,000.00	4.050%

Treasury Bills/Notes						
<u>Principal Amount</u>	<u>Par/Face Value</u>	<u>Trade Date</u>	<u>Maturity Date</u>	<u>Coupon Rate</u>	<u>Interest to Maturity</u>	<u>Yield to Maturity</u>
\$ 3,577,931.09	\$ 3,601,000.00	11/15/2024	9/15/2025	3.500%	\$ 127,865.97	4.287%
\$ 2,948,923.33	\$ 3,000,000.00	4/17/2025	9/18/2025	0.000%	\$ 51,076.67	4.105%
\$ 2,993,794.38	\$ 3,116,000.00	11/19/2024	11/30/2025	0.375%	\$ 134,241.81	4.308%
\$ 2,448,993.20	\$ 2,500,000.00	7/25/2025	1/22/2026	0.000%	\$ 51,006.80	4.200%
\$ 1,933,828.13	\$ 2,000,000.00	3/14/2025	2/28/2026	0.500%	\$ 75,791.44	4.041%
\$ 13,903,470.13	\$ 14,217,000.00				\$ 439,982.69	

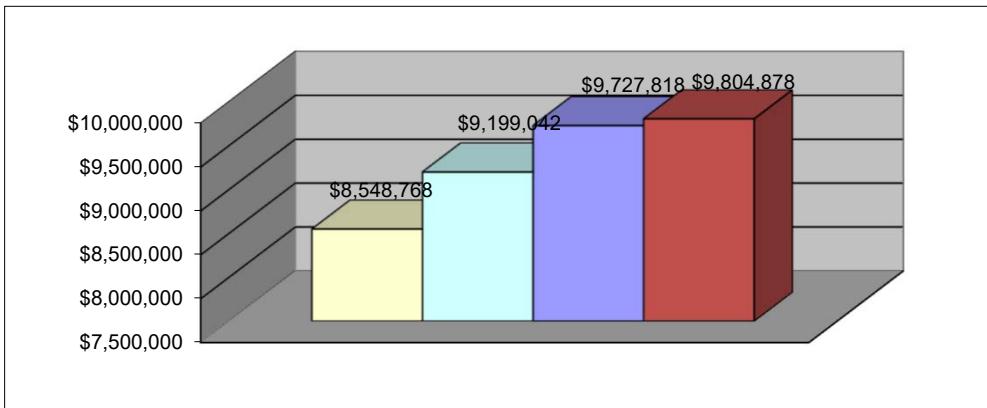
SALES TAX RECEIPTS

City of Hays

General Fund 1.25%

	2021 actual	2022 actual	2023 actual	2024 actual	2025 actual	Month Change from 2024	MTD % Change from 2024	YTD % Change from 2024	Ellis County 0.25%	Month Change from 2024	MTD % Change from 2024
January	\$638,733	\$734,531	\$740,708	\$747,612	\$819,453	\$71,841	9.61%	9.61%	\$95,244	\$6,497	7.32%
February	\$712,861	\$846,477	\$945,586	\$928,141	\$935,045	\$6,904	0.74%	4.70%	\$113,815	\$5,340	4.92%
March	\$661,322	\$695,901	\$744,162	\$697,119	\$724,619	\$27,500	3.94%	4.48%	\$87,424	\$5,752	7.04%
April	\$549,055	\$683,163	\$741,507	\$730,581	\$693,547	-\$37,034	-5.07%	2.23%	\$83,224	-\$4,018	-4.61%
May	\$776,929	\$756,899	\$819,701	\$837,447	\$842,864	\$5,417	0.65%	1.89%	\$102,974	\$3,385	3.40%
June	\$717,287	\$810,483	\$779,272	\$764,975	\$816,000	\$51,025	6.67%	2.67%	\$97,542	\$5,981	6.53%
July	\$705,438	\$746,995	\$822,367	\$894,978	\$901,793	\$6,815	0.76%	2.37%	\$105,983	\$1,388	1.33%
August	\$742,754	\$753,486	\$872,968	\$848,978	\$0				\$0		
September	\$796,459	\$1,013,309	\$788,824	\$846,911	\$0				\$0		
October	\$715,481	\$646,884	\$859,872	\$897,115	\$0				\$0		
November	\$610,347	\$736,273	\$820,720	\$757,183	\$0				\$0		
December	\$922,102	\$774,641	\$792,131	\$853,838	\$0				\$0		
TOTALS	\$8,548,768	\$9,199,042	\$9,727,818	\$9,804,878	\$5,733,321	\$132,468			\$686,206	\$24,325	
	11.88%	7.61%	5.75%	0.79%							

Total Inc/dec compared to previous year



	6 month avg % change	
	2024	2025
January	4.65%	2.90%
February	1.18%	3.49%
March	5.61%	2.92%
April	0.71%	1.43%
May	-0.70%	2.88%
June	-0.01%	2.67%
July	0.00%	1.25%
August	-0.12%	
September	2.06%	
October	2.98%	
November	1.34%	
December	2.87%	

**General Fund revenues provide funding for City services including police, fire, street, parks, swimming pool and golf course. It also provides funding to outside agencies such as Economic Development, United Way CARE Council, and Fort Hays State Scholarships.

Sales Tax Collections by Industry Classification - Top Ten					
	QTD May-Jun-Jul				
	2024	2025	\$\$ inc/(dec)	% inc/-dec	% of 2025 Total
452 Department Stores	\$711,079	\$755,176	\$44,097	6.20%	16.38%
441 New/Used Car Dealers Parts & Accessories	\$654,837	\$661,546	\$6,709	1.02%	14.35%
722 Food Services, Restaurants, Drinking Places	\$406,829	\$417,679	\$10,850	2.67%	9.06%
444 Building Material and Garden Supply	\$355,351	\$345,861	(\$9,490)	-2.67%	7.50%
445 Supermarkets, Convenience & Liquor Stores	\$333,259	\$299,518	(\$33,741)	-10.12%	6.50%
221 Electric-Solar-Wind-Natural Gas Distribution	\$164,691	\$103,528	(\$61,163)	-37.14%	2.25%
721 Accomodation	\$150,162	\$157,875	\$7,713	5.14%	3.43%
448 Clothing, Shoes, Jewelry Stores	\$89,083	\$94,352	\$5,269	5.91%	2.05%
423 Merchant Wholesalers, Durable Goods	\$227,112	\$227,570	\$458	0.20%	4.94%
517 Telecommunications	\$86,610	\$78,011	(\$8,599)	-9.93%	1.69%
454 Electronic Shopping, Other Direct Selling	\$188,953	\$203,529	\$14,576	7.71%	4.42%
	\$3,367,966	\$3,344,645	(\$23,321)	-0.69%	72.56%

QUARTERLY STATEMENT OF CITY TREASURER
7/01/2025 THROUGH 7/31/2025

FUND	BALANCE 7/1/2025	RECEIPTS	DISBURSEMENTS	BALANCE 7/31/2025
Cash Drawer	\$1,500.00			\$1,500.00
General	\$2,952,909.68	9,806,398.05	9,336,293.69	\$3,423,014.04
Petty Cash	\$1,000.00			\$1,000.00
Reserve Budget Stabilization	\$3,476,117.29			\$3,476,117.29
Library	\$684.36			\$684.36
Airport	\$492,490.65	305,636.42	47,823.72	\$750,303.35
Public Safety Equipment	\$637,969.57	0.00	14,382.02	\$623,587.55
Employee Benefit Contribution	\$3,025,667.22	89,625.29	577,972.52	\$2,537,319.99
Special Highway	\$513,469.51	18,598.90	63,580.66	\$468,487.75
Special Park & Recreation	\$160,413.27	0.00	13,225.43	\$147,187.84
Special Alcohol Program	\$29,217.71			\$29,217.71
Convention & Tourism	\$372,209.58	510,183.94	75,624.96	\$806,768.56
New Equipment Reserve	\$2,934,668.51	44,480.28	198,490.28	\$2,780,658.51
Grants	\$0.00			\$0.00
Library Employee Benefit	\$128.50			\$128.50
Golf Course Improvement	\$82,942.04	3,657.19	36.67	\$86,562.56
Park Development - Green Space	\$0.00			\$0.00
DOJ Program	\$0.00			\$0.00
Sports Complex	\$70,620.73	5,000.00	0.00	\$75,620.73
Stormwater Management	\$262,140.30	82,767.49	21,902.69	\$323,005.10
Parks Improvement Fund	\$310,424.26	0.00	1,098.10	\$309,326.16
Ellis Co. Sales Tax	\$0.00			\$0.00
City Commission Capital Reserve	\$1,477,442.21	19,096.39	37,355.37	\$1,459,183.23
Stormwater Reserves	\$1,147,782.15	0.00	15,919.50	\$1,131,862.65
Law Enforcement Trust	\$36,377.33	479.43	0.00	\$36,856.76
American Rescue Plan Act	\$0.00			\$0.00
Opioid Settlement	\$139,670.09			\$139,670.09
USD #489 Sales TX-Assets	\$0.00	360,717.00	360,717.00	\$0.00
CVB Reserves	\$715,236.00	0.00	44,773.00	\$670,463.00
CVB Sinking Fund	\$143,536.87			\$143,536.87
Capital Projects	\$2,607,555.47	60,040.11	1,834,656.82	\$832,938.76
Airport Improvement	\$1,082,514.35	76,165.83	344,431.74	\$814,248.44
Bond & Interest	\$1,911,729.24			\$1,911,729.24
TDD Sales Tax	\$0.00			\$0.00
Home Depot Econ Dev Bds	\$0.00			\$0.00
Home Depot Econ Dev Bds (Cash Restr.)	\$0.00			\$0.00
48th/Roth Ave. - CID	\$28,291.24	13,864.44	37,391.91	\$4,763.77
The Mall CID	\$20,591.36	25,057.73	0.00	\$45,649.09
Economic Development	\$71,026.32	82,310.00	78,197.68	\$75,138.64
Hays Extended Stay CID	\$6,919.93	6,101.27	0.00	\$13,021.20
Hilton Garden Inn CID/TGT	\$7,421.73	64,140.12	54,431.05	\$17,130.80
Saffron CID	\$68.66	4,900.68	0.00	\$4,969.34
Tallgrass RHID	\$125,142.52			\$125,142.52

FUND	BALANCE 7/1/2025	RECEIPTS	DISBURSEMENTS	BALANCE 7/31/2025
Frontier Apts RHID	\$0.00			\$0.00
4th & Fort RHID	\$0.00			\$0.00
Tallgrass IV Escrow	\$1,800,000.00	16,761.22	714.36	\$1,816,046.86
Vernies CID	\$0.00	2,558.95	0.00	\$2,558.95
Water Fund	\$1,097,636.73	1,172,824.93	915,573.71	\$1,354,887.95
Solid Waste Fund	\$53,675.25	163,340.19	102,133.72	\$114,881.72
Solid Waste Reserve	\$925,411.05			\$925,411.05
Water Reclamation Fund	\$1,010,622.14	501,294.37	113,995.26	\$1,397,921.25
Water Conserv / WA SLS TX	\$3,714,052.00	809,725.88	33,256.12	\$4,490,521.76
R9 Assets	\$283,481.96	50,000.00	31,669.86	\$301,812.10
Water Reserve Fund	\$464,730.05			\$464,730.05
Water Reclamation Reserve Fund	\$2,064,850.06	466.91	0.00	\$2,065,316.97
Water Sales Tax Reserve	\$38,898,573.27	0.00	378,425.74	\$38,520,147.53
Fire Insurance Trust	\$0.00			\$0.00
Municipal Court Agency Fund	\$182,011.08	9,909.83	5,563.34	\$186,357.57
	<u>\$75,340,922.24</u>	<u>\$14,306,102.84</u>	<u>\$14,739,636.92</u>	<u>\$74,907,388.16</u>

City of Hays Revenues
Month of July 2025

	<u>Budgeted 2025</u>	<u>Collections Current Mo.</u>	<u>Collections To Date</u>	<u>Balance</u>
General				
<u>CULTURE & RECREATION REVENUES</u>				
Total Revenues	\$574,038.00	\$39,462.75	\$452,091.51	(\$121,946.49)
<u>GENERAL GOVERNMENT REVENUES</u>				
Total Revenues	\$16,970,010.00	\$1,492,755.05	\$10,119,543.19	(\$6,850,466.81)
<u>PUBLIC SAFETY REVENUES</u>				
Total Revenues	\$597,450.00	\$48,724.88	\$262,073.03	(\$335,376.97)
<u>PUBLIC WORKS REVENUES</u>				
Total Revenues	\$16,250.00	\$1,000.00	\$6,900.00	(\$9,350.00)
Library				
<u>LIBRARY FUND REVENUES</u>				
Total Revenues	\$1,986,009.00	\$0.00	\$1,876,765.29	(\$109,243.71)
Airport				
<u>AIRPORT FUND REVENUES</u>				
Total Revenues	\$1,295,768.00	\$305,636.42	\$876,568.82	(\$419,199.18)
Public Safety Equipment				
<u>PUBLIC SAFETY EQUIP REVENUES</u>				
Total Revenues	\$662,003.00	\$0.00	\$626,119.21	(\$35,883.79)
Employee Benefit				
<u>EMPLOYEE BENEFIT REVENUES</u>				
Total Revenues	\$4,918,142.00	\$18,501.09	\$4,575,640.74	(\$342,501.26)
Special Highway				
<u>SPECIAL HIGHWAY REVENUES</u>				
Total Revenues	\$1,095,790.00	\$18,598.90	\$526,433.37	(\$569,356.63)
Special Park & Rec				
<u>SPECIAL PRK & REC REVENUES</u>				
Total Revenues	\$295,038.00	\$0.00	\$83,505.09	(\$211,532.91)
Special Alcohol Fund				
<u>SPECIAL ALCOHOL FUND REVENUES</u>				
Total Revenues	\$170,038.00	\$0.00	\$83,505.09	(\$86,532.91)
Convention & Visitors Bureau				
<u>CONVENTION & VISITOR'S REVENUE</u>				
Total Revenues	\$1,732,500.00	\$507,521.22	\$1,202,237.63	(\$530,262.37)
New Equipment Reserve				
<u>NEW EQUIP RESERVE REVENUES</u>				
Total Revenues	\$0.00	\$42,229.36	\$659,276.05	\$659,276.05
Library Employee Benefit				
<u>LIBRARY EMP. BENEFIT REVENUES</u>				
Total Revenues	\$269,897.00	\$0.00	\$254,387.12	(\$15,509.88)
Golf Course Improvement				
<u>GOLF COURSE IMPR. FUND REVENUE</u>				
Total Revenues	\$0.00	\$3,620.52	\$44,720.60	\$44,720.60
Park Development				
<u>PARK DEVELOPMENT FUND-REVENUE</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
DOJ Program				
<u>DOJ PROGRAM-REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
Sports Complex				
<u>SPORTS COMPLEX-REVENUES</u>				
Total Revenues	\$0.00	\$5,000.00	\$26,000.00	\$26,000.00

	<u>Budgeted</u> <u>2025</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>To Date</u>	<u>Balance</u>
<u>STORMWATER MANAGEMENT REVENUES</u>				
Total Revenues	\$834,601.00	\$82,767.49	\$521,717.19	(\$312,883.81)
<u>PARKS IMPROVEMENT FUND-REVENUE</u>				
Total Revenues	\$0.00	\$0.00	\$28,272.00	\$28,272.00
<u>ELLIS CO. SALES TAX-REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
City Commission Capital Reserve				
<u>CITY COMMISSION CPTL RESRV REV</u>				
Total Revenues	\$0.00	\$18,501.09	\$509,320.59	\$509,320.59
Stormwater Reserves				
<u>STORMWATER RSRVE REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
Law Enforcement Trust				
<u>LAW ENFORCEMENT TRUST -REVENUE</u>				
Total Revenues	\$0.00	\$479.43	\$1,491.93	\$1,491.93
American Rescue Plan Act				
<u>AMERICAN RESCUE PLAN ACT-REVENUE</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
Opioid Settlement				
<u>OPIOID-REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$10,860.54	\$10,860.54
USD #489 Sales Tax				
<u>USD 489 SLS TX-REVENUES</u>				
Total Revenues	\$0.00	\$360,717.00	\$2,293,329.00	\$2,293,329.00
CVB Reserves				
<u>CVB RESERVES REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
CVB SinkingFund				
<u>CVB SINKING FUND REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
Capital Projects				
<u>CAPITAL PROJECTS REVENUE</u>				
Total Revenues	\$0.00	\$60,040.11	\$1,979,670.72	\$1,979,670.72
Airport Improvement				
<u>AIRPORT IMPR.FUND REVENUES</u>				
Total Revenues	\$0.00	\$76,165.83	\$483,395.48	\$483,395.48
Bond & Interest				
<u>BOND & INTEREST REVENUES</u>				
Total Revenues	\$2,491,388.00	\$0.00	\$1,759,100.72	(\$732,287.28)
TDD Sales Tax				
<u>TDD SLS TAX REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
Home Depot Economic Dev Bonds				
<u>H DEPOT-ECON DEV BND-REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
48th/Roth Ave. - CID				
<u>48TH/ROTH AVE CID-REVENUES</u>				
Total Revenues	\$0.00	\$13,677.48	\$79,692.36	\$79,692.36
Mall CID				
<u>THE MALL CID-REVENUES</u>				
Total Revenues	\$0.00	\$25,057.73	\$147,682.39	\$147,682.39

	<u>Budgeted</u> <u>2025</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>To Date</u>	<u>Balance</u>
Economic Development Rev				
<u>ECONOMIC DEVELOPMENT REVENUES</u>				
Total Revenues	\$0.00	\$81,422.32	\$90,541.86	\$90,541.86
Hays Extended Stay CID				
<u>HAYS EXTENDED STAY CID-REVENUE</u>				
Total Revenues	\$0.00	\$6,101.27	\$34,808.63	\$34,808.63
Hilton Garden Inn CID/TGT				
<u>HILTON GARDEN INN-REVENUES</u>				
Total Revenues	\$0.00	\$64,140.12	\$456,593.32	\$456,593.32
Saffron CID				
<u>SAFFRON CID-REVENUES</u>				
Total Revenues	\$0.00	\$4,900.68	\$24,069.27	\$24,069.27
Tallgrass RHID				
<u>TALLGRASS RHID-REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$119,537.70	\$119,537.70
Frontier Apts. RHID				
<u>FRONTIER APTS RHID-REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$12,152.17	\$12,152.17
4th & Fort RHID				
<u>4TH & FORT RHID-REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$19,511.86	\$19,511.86
Tallgrass IV Escrow				
<u>TALLGRASS IV ESCROW-REVENUES</u>				
Total Revenues	\$0.00	\$16,046.86	\$1,816,046.86	\$1,816,046.86
Vernies CID				
<u>VERNIES CID-REVENUE</u>				
Total Revenues	\$0.00	\$2,558.95	\$2,558.95	\$2,558.95
Water Fund				
<u>WATER FUND REVENUES</u>				
Total Revenues	\$4,578,459.00	\$400,966.44	\$2,360,247.46	(\$2,218,211.54)
Solid Waste				
<u>SOLID WASTE FUND REVENUES</u>				
Total Revenues	\$1,857,243.00	\$162,814.18	\$1,095,463.44	(\$761,779.56)
Solid Waste Reserve				
<u>SOLID WASTE RESERVE REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$3,100.00	\$3,100.00
Water Reclamation & Reuse				
<u>WATER RECLAMATION REVENUES</u>				
Total Revenues	\$5,609,202.00	\$499,972.10	\$3,226,805.77	(\$2,382,396.23)
Water Conservation				
<u>WA CONSERV REVENUES</u>				
Total Revenues	\$5,772,296.00	\$794,287.72	\$3,528,538.82	(\$2,243,757.18)
R9				
<u>R9 REVENUES</u>				
Total Revenues	\$635,542.00	\$50,000.00	\$394,472.00	(\$241,070.00)
Water Reserve Fund				
<u>WATER RESERVE REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
Water Reclamation Reserve Fund				
<u>WA RECLAMATION RSRVE REVENUES</u>				
Total Revenues	\$0.00	\$466.91	\$1,400.73	\$1,400.73
Water Sales Tax				
<u>WATER SLS TX RESERVE REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00

	<u>Budgeted</u> <u>2025</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>To Date</u>	<u>Balance</u>
Fire Insurance Trust				
<u>FIRE INS TRUST REVENUES</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
<u>MUNICIPAL COURT AGENCY-REV</u>				
Total Revenues	\$0.00	\$9,024.83	\$63,112.05	\$63,112.05
Grand Totals	<u>\$52,361,664.00</u>	<u>\$5,213,158.73</u>	<u>\$42,739,260.55</u>	<u>(\$9,622,403.45)</u>

City of Hays Expenditures
Month of July 2025

	<u>Budgeted 2025</u>	<u>Expenses Current Mo.</u>	<u>Expenses To Date</u>	<u>Balance</u>
General				
<u>BALLFIELD MAINTENANCE</u>				
Total Expenditures	\$59,600.00	\$676.20	\$16,475.97	\$43,124.03
<u>BICKLE-SCHMIDT SPORTS COMPLEX</u>				
Total Expenditures	\$241,735.00	\$11,992.46	\$108,947.97	\$132,787.03
<u>CEMETERIES</u>				
Total Expenditures	\$19,100.00	\$799.26	\$11,817.39	\$7,282.61
<u>CITY ATTORNEY</u>				
Total Expenditures	\$171,320.00	\$19,595.00	\$123,028.96	\$48,291.04
<u>CITY COMMISSION</u>				
Total Expenditures	\$2,297,819.00	\$5,094.50	\$71,232.52	\$2,226,586.48
<u>CITY MANAGER</u>				
Total Expenditures	\$703,982.00	\$49,461.07	\$362,944.30	\$341,037.70
<u>COMMUNICATIONS</u>				
Total Expenditures	\$301,601.00	\$0.00	\$0.00	\$301,601.00
<u>ECONOMIC DEVELOPMENT</u>				
Total Expenditures	\$295,000.00	\$0.00	\$323,357.57	(\$28,357.57)
<u>FINANCE/CITY CLERK</u>				
Total Expenditures	\$449,842.00	\$30,185.40	\$272,590.18	\$177,251.82
<u>FIRE DEPARTMENT</u>				
Total Expenditures	\$1,924,439.00	\$124,156.78	\$983,921.45	\$940,517.55
<u>FLEET MAINTENANCE</u>				
Total Expenditures	\$841,899.00	\$57,201.07	\$457,315.26	\$384,583.74
<u>GOLF COURSE</u>				
Total Expenditures	\$497,184.00	\$48,170.81	\$312,254.59	\$184,929.41
<u>HUMAN RESOURCES</u>				
Total Expenditures	\$288,689.00	\$18,470.39	\$130,368.77	\$158,320.23
<u>INFORMATION TECHNOLOGY</u>				
Total Expenditures	\$1,017,953.00	\$59,456.57	\$623,461.92	\$394,491.08
<u>INTERGOVERNMENTAL ACCOUNT</u>				
Total Expenditures	\$1,129,000.00	\$130,870.08	\$989,590.31	\$139,409.69
<u>MUNICIPAL COURT</u>				
Total Expenditures	\$176,403.00	\$7,778.45	\$58,030.57	\$118,372.43
<u>P.W.-GENERAL ADMINISTRATION</u>				
Total Expenditures	\$232,852.00	\$18,334.85	\$116,438.62	\$116,413.38
<u>PARKS & PLAYGROUNDS</u>				
Total Expenditures	\$1,304,251.00	\$105,479.08	\$725,582.15	\$578,668.85
<u>POLICE DEPARTMENT</u>				
Total Expenditures	\$3,395,486.00	\$266,161.19	\$1,900,123.21	\$1,495,362.79
<u>PROJECT MANAGEMENT</u>				
Total Expenditures	\$173,112.00	\$12,860.72	\$93,939.66	\$79,172.34
<u>PUBLIC WORKS-SERVICE DIVISION</u>				
Total Expenditures	\$1,246,039.00	\$84,199.74	\$672,212.95	\$573,826.05
<u>QUALITY OF LIFE</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
<u>SOCIAL SERVICES</u>				
Total Expenditures	\$180,000.00	\$0.00	\$180,000.00	\$0.00
<u>SWIMMING POOL</u>				
Total Expenditures	\$148,100.00	\$20,650.26	\$68,768.96	\$79,331.04
Library				
<u>LIBRARY FUND EXPENDITURES</u>				
Total Expenditures	\$2,022,142.00	\$0.00	\$1,945,000.00	\$77,142.00
Airport				
<u>AIRPORT FUND EXPENDITURES</u>				
Total Expenditures	\$1,318,796.00	\$47,823.72	\$503,635.10	\$815,160.90
Public Safety Equipment				
<u>PUBLIC SAFETY EQUIP.-EXPENDIT</u>				
Total Expenditures	\$677,056.00	\$14,382.02	\$107,933.65	\$569,122.35

	<u>Budgeted 2025</u>	<u>Expenses Current Mo.</u>	<u>Expenses To Date</u>	<u>Balance</u>
Employee Benefit				
<u>EMPLOYEE BENEFIT EXPENDITURES</u>				
Total Expenditures	\$5,672,788.00	\$506,848.32	\$3,035,080.60	\$2,637,707.40
Special Highway				
<u>SPECIAL HIGHWAY EXPENDITURES</u>				
Total Expenditures	\$1,164,792.00	\$57,935.70	\$221,514.91	\$943,277.09
Special Park & Rec				
<u>SPECIAL PRK & REC EXPENDITURES</u>				
Total Expenditures	\$351,413.00	\$6,352.21	\$18,116.54	\$333,296.46
Special Alcohol Fund				
<u>SPECIAL ALCOHOL FUND EXPENDITURE</u>				
Total Expenditures	\$179,401.00	\$0.00	\$60,000.00	\$119,401.00
Convention & Visitors Bureau				
<u>CVB EXPENDITURES</u>				
Total Expenditures	\$1,792,264.00	\$73,020.24	\$530,373.89	\$1,261,890.11
New Equipment Reserve				
<u>NEW EQUP. RESERVE EXPENDITURES</u>				
Total Expenditures	\$0.00	\$185,653.67	\$723,484.78	(\$723,484.78)
Library Employee Benefit				
<u>LIBRARY EMP. BENEFIT EXPENDITURE</u>				
Total Expenditures	\$277,669.00	\$0.00	\$271,000.00	\$6,669.00
Golf Course Improvement				
<u>GOLF COURSE IMPR. EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$1,548.50	(\$1,548.50)
Park Development				
<u>PARK DEVELOPMENT EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
DOJ Program				
<u>DOJ-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Sports Complex				
<u>SPORTS COMPLEX-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Stormwater Management				
<u>STORMWATER MANAGEMENT EXPENDITURE</u>				
Total Expenditures	\$869,480.00	\$21,097.21	\$376,520.46	\$492,959.54
Parks Improvement Fund				
<u>PARKS IMPROVEMENT FUND-EXPENDITURE</u>				
Total Expenditures	\$0.00	\$1,098.10	\$33,077.60	(\$33,077.60)
Ellis Co. Sales Tax				
<u>ELLIS CO. SALES TAX-EXPENDITURE</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
City Commission Capital Reserve				
<u>CTY COMMISSION CPTL RSRV EXPEN</u>				
Total Expenditures	\$0.00	\$36,760.07	\$1,720,039.82	(\$1,720,039.82)
Stormwater Reserves				
<u>STORMWATER RESERVES EXPENDITURE</u>				
Total Expenditures	\$0.00	\$15,919.50	\$58,878.69	(\$58,878.69)
Law Enforcement Trust				
<u>LAW ENFORCEMENT TRUST-EXPENDITURE</u>				
Total Expenditures	\$0.00	\$0.00	\$1,178.00	(\$1,178.00)
American Rescue Plan Act				
<u>AMERICAN RESCUE PLAN ACT-EXPEN</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Opioid Settlement				
<u>OPIOID EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
USD #489 Sales TX				
<u>USD 489 SLS TAX EXPENDITURES</u>				
Total Expenditures	\$0.00	\$360,717.00	\$2,293,329.00	(\$2,293,329.00)

	<u>Budgeted 2025</u>	<u>Expenses Current Mo.</u>	<u>Expenses To Date</u>	<u>Balance</u>
CVB Reserves				
<u>CVB RESERVES EXPENDITURES</u>				
Total Expenditures	\$0.00	\$44,773.00	\$44,773.00	(\$44,773.00)
CVB SinkingFund				
<u>CVB SINKING FUND EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Capital Projects				
<u>CAPITAL PROJECTS EXPENDITURES</u>				
Total Expenditures	\$0.00	\$621,972.54	\$2,621,129.90	(\$2,621,129.90)
Airport Improvement				
<u>AIRPORT IMPR. FUND EXPENDITURE</u>				
Total Expenditures	\$0.00	\$4,310.98	\$55,004.10	(\$55,004.10)
Bond & Interest				
<u>BOND & INTEREST EXPENDITURES</u>				
Total Expenditures	\$2,635,738.00	\$0.00	\$154,778.83	\$2,480,959.17
TDD Sales Tax				
<u>TDD SLS TAX EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Home Depot Economic Dev Bonds				
<u>H DEPOT ECON DEV BND-EXPENDITU</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
48th/Roth Ave. - CID				
<u>48TH/ ROTH AVE CID-EXPENDITURE</u>				
Total Expenditures	\$0.00	\$37,204.95	\$106,289.62	(\$106,289.62)
Mall CID				
<u>THE MALL CID-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$122,725.07	(\$122,725.07)
Economic Development				
<u>ECONOMIC DEVELOPMENT EXPENDITU</u>				
Total Expenditures	\$0.00	\$77,310.00	\$82,310.00	(\$82,310.00)
Hays Extended Stay CID				
<u>HAYS EXTENDED STAY CID-EXPENDI</u>				
Total Expenditures	\$0.00	\$0.00	\$29,530.10	(\$29,530.10)
Hilton Garden Inn CID/TGT				
<u>HILTON GARDEN INN-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$54,431.05	\$459,828.43	(\$459,828.43)
Saffron CID				
<u>SAFFRON CID-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$19,168.59	(\$19,168.59)
Tallgrass RHID				
<u>TALLGRASS RHID-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Frontier Apt. RHID				
<u>FRONTIER APTS RHID-EXPENDITURE</u>				
Total Expenditures	\$0.00	\$0.00	\$12,152.17	(\$12,152.17)
4th & Fort RHID				
<u>4TH & FORT RHID-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$19,511.86	(\$19,511.86)
Tallgrass IV Escrow				
<u>TALLGRASS IV ESC EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
VERNIES CID				
<u>VERNIES CID-EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Water Fund				
<u>WATER FUND EXPENDITURES</u>				
Total Expenditures	\$4,775,644.00	\$214,561.35	\$2,308,445.37	\$2,467,198.63
Solid Waste				
<u>SOLID WASTE FUND EXPENDITURE</u>				
Total Expenditures	\$1,967,589.00	\$101,607.71	\$1,130,432.87	\$837,156.13

	<u>Budgeted 2025</u>	<u>Expenses Current Mo.</u>	<u>Expenses To Date</u>	<u>Balance</u>
Solid Waste Reserve				
<u>SOLID WASTE RESERVE EXPENDITUR</u>				
Total Expenditures	\$0.00	\$0.00	\$87,403.01	(\$87,403.01)
Water Reclamation & Reuse				
<u>WA RECLAMATION EXPENDITURES</u>				
Total Expenditures	\$5,920,787.00	\$112,672.99	\$2,953,447.74	\$2,967,339.26
Water Conservation / Water Sales Tax				
<u>WA CONSERV EXPENDITU</u>				
Total Expenditures	\$7,104,967.00	\$17,642.96	\$160,993.78	\$6,943,973.22
R9				
<u>R9 EXPENDITURES</u>				
Total Expenditures	\$714,975.00	\$31,669.86	\$336,684.21	\$378,290.79
Water Reserve Fund				
<u>WATER RESERVE EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$27,500.00	(\$27,500.00)
Water Reclamation Reserve Fund				
<u>WA RECLAMATION RSRV EXPENDITUR</u>				
Total Expenditures	\$0.00	\$0.00	\$5,500.00	(\$5,500.00)
Water Sales Tax Reserve				
<u>WA SLS TX RESERVE EXPENDITURES</u>				
Total Expenditures	\$0.00	\$257,332.39	\$1,261,659.85	(\$1,261,659.85)
Fire Insurance Trust				
<u>FIRE INS TRUST EXPENDITURES</u>				
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
MUNICIPAL COURT AGENCY-EXPEND				
Total Expenditures	\$0.00	\$4,678.34	\$36,703.36	(\$36,703.36)
Grand Totals	<u>\$54,540,907.00</u>	<u>\$3,979,369.76</u>	<u>\$32,539,086.68</u>	<u>\$22,001,820.32</u>

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FUND: 1100 GENERAL FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
11001 10100	CASH		470,104.36	3,423,014.04
11001 10110	PETTY CASH		.00	1,000.00
11001 10111	CASH DRAWER		.00	1,500.00
11001 11400	RESERVE-BUDGET STABILIZATION		.00	3,476,117.29
	TOTAL ASSETS		470,104.36	6,901,631.33
LIABILITIES				
11002 21401	ACCRUED PAYROLL		.00	-270,112.90
	TOTAL LIABILITIES		.00	-270,112.90
FUND BALANCE				
11003 24000	REVENUES		-1,581,942.68	-10,832,806.73
11003 24001	EXPENDITURES		1,097,357.32	9,307,905.05
11003 24002	APPROPRIATIONS		.00	-17,988,604.00
11003 24003	ESTIMATED REVENUES		.00	18,157,748.00
11003 24004	BUDGETARY FUND BALANCE UNRES		.00	-169,144.00
11003 24005	ENCUMBRANCES		-57,011.69	368,322.90
11003 24006	BUDGETARY FUND BAL RESER ENC		57,011.69	-368,322.90
11003 24400	FUND BALANCE RESERVED FOR ENC		14,481.00	-20,113.48
11003 25300	FUND BALANCE UNRESERVED		.00	-1,852,107.52
11003 26310	BDGT STABIL RSRV FUND BALANCE		.00	-3,234,395.75
	TOTAL FUND BALANCE		-470,104.36	-6,631,518.43
	TOTAL LIABILITIES + FUND BALANCE		-470,104.36	-6,901,631.33

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FUND: 1200 LIBRARY FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
12001	10100	CASH	.00	684.36
		TOTAL ASSETS	.00	684.36
FUND BALANCE				
12003	24000	REVENUES	.00	-1,887,848.89
12003	24001	EXPENDITURES	.00	1,956,083.60
12003	24002	APPROPRIATIONS	.00	-2,033,240.00
12003	24003	ESTIMATED REVENUES	.00	1,997,107.00
12003	24004	BUDGETARY FUND BALANCE UNRES	.00	36,133.00
12003	24005	ENCUMBRANCES	.00	77,142.00
12003	24006	BUDGETARY FUND BAL RESER ENC	.00	-77,142.00
12003	25300	FUND BALANCE UNRESERVED	.00	-68,919.07
		TOTAL FUND BALANCE	.00	-684.36
		TOTAL LIABILITIES + FUND BALANCE	.00	-684.36

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FUND: 1201 AIRPORT FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
12011	10100	CASH	257,812.70	750,303.35
		TOTAL ASSETS	257,812.70	750,303.35
LIABILITIES				
12012	21401	ACCRUED PAYROLL	.00	-10,547.43
		TOTAL LIABILITIES	.00	-10,547.43
FUND BALANCE				
12013	24000	REVENUES	-305,636.42	-879,340.17
12013	24001	EXPENDITURES	47,823.72	504,909.55
12013	24002	APPROPRIATIONS	.00	-1,321,570.00
12013	24003	ESTIMATED REVENUES	.00	1,298,542.00
12013	24004	BUDGETARY FUND BALANCE UNRES	.00	23,028.00
12013	24005	ENCUMBRANCES	2,166.12	31,227.84
12013	24006	BUDGETARY FUND BAL RESER ENC	-2,166.12	-31,227.84
12013	24400	FUND BALANCE RESERVED FOR ENCU	.00	1,068.50
12013	25300	FUND BALANCE UNRESERVED	.00	-364,256.80
		TOTAL FUND BALANCE	-257,812.70	-739,755.92
		TOTAL LIABILITIES + FUND BALANCE	-257,812.70	-750,303.35

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FUND: 1202 PUBLIC SAFETY EQUIPMENT			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
12021	10100	CASH	-14,382.02	623,587.55
		TOTAL ASSETS	-14,382.02	623,587.55
FUND BALANCE				
12023	24000	REVENUES	.00	-629,814.36
12023	24001	EXPENDITURES	14,382.02	111,628.80
12023	24002	APPROPRIATIONS	.00	-680,755.00
12023	24003	ESTIMATED REVENUES	.00	665,702.00
12023	24004	BUDGETARY FUND BALANCE UNRES	.00	15,053.00
12023	24005	ENCUMBRANCES	13,666.68	56,164.44
12023	24006	BUDGETARY FUND BAL RESER ENC	-13,666.68	-56,164.44
12023	24400	FUND BALANCE RESERVED FOR ENC	.00	-5,397.96
12023	25300	FUND BALANCE UNRESERVED	.00	-100,004.03
		TOTAL FUND BALANCE	14,382.02	-623,587.55
		TOTAL LIABILITIES + FUND BALANCE	14,382.02	-623,587.55

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FUND: 1203 EMPLOYEE BENEFIT FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
12031	10100	CASH	-488,347.23	2,537,319.99
		TOTAL ASSETS	-488,347.23	2,537,319.99
LIABILITIES				
12032	21401	ACCRUED PAYROLL	.00	-92,480.92
		TOTAL LIABILITIES	.00	-92,480.92
FUND BALANCE				
12033	24000	REVENUES	-18,501.09	-4,596,464.75
12033	24001	EXPENDITURES	506,848.32	3,055,623.11
12033	24002	APPROPRIATIONS	.00	-5,697,212.00
12033	24003	ESTIMATED REVENUES	.00	4,942,566.00
12033	24004	BUDGETARY FUND BALANCE UNRES	.00	754,646.00
12033	24005	ENCUMBRANCES	-352,233.23	343,313.22
12033	24006	BUDGETARY FUND BAL RESER ENC	352,233.23	-343,313.22
12033	25300	FUND BALANCE UNRESERVED	.00	-903,997.43
		TOTAL FUND BALANCE	488,347.23	-2,444,839.07
		TOTAL LIABILITIES + FUND BALANCE	488,347.23	-2,537,319.99

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FUND: 1204 SPECIAL HIGHWAY FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
12041	10100	CASH	-44,981.76	468,487.75
		TOTAL ASSETS	-44,981.76	468,487.75
FUND BALANCE				
12043	24000	REVENUES	-18,598.90	-526,433.37
12043	24001	EXPENDITURES	57,935.70	169,189.86
12043	24002	APPROPRIATIONS	.00	-1,164,792.00
12043	24003	ESTIMATED REVENUES	.00	1,095,790.00
12043	24004	BUDGETARY FUND BALANCE UNRES	.00	69,002.00
12043	24005	ENCUMBRANCES	-52,407.80	785,772.88
12043	24006	BUDGETARY FUND BAL RESER ENC	52,407.80	-785,772.88
12043	24400	FUND BALANCE RESERVED FOR ENCU	5,644.96	-14,107.47
12043	25300	FUND BALANCE UNRESERVED	.00	-97,136.77
		TOTAL FUND BALANCE	44,981.76	-468,487.75
		TOTAL LIABILITIES + FUND BALANCE	44,981.76	-468,487.75

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FUND: 1205 SPECIAL PARK & RECREATION FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
12051	10100	CASH	-13,225.43	147,187.84
		TOTAL ASSETS	-13,225.43	147,187.84
FUND BALANCE				
12053	24000	REVENUES	.00	-83,505.09
12053	24001	EXPENDITURES	6,352.21	8,994.29
12053	24002	APPROPRIATIONS	.00	-351,413.00
12053	24003	ESTIMATED REVENUES	.00	295,038.00
12053	24004	BUDGETARY FUND BALANCE UNRES	.00	56,375.00
12053	24005	ENCUMBRANCES	14,826.31	44,965.10
12053	24006	BUDGETARY FUND BAL RESER ENC	-14,826.31	-44,965.10
12053	24400	FUND BALANCE RESERVED FOR ENCU	6,873.22	-7,027.70
12053	25300	FUND BALANCE UNRESERVED	.00	-65,649.34
		TOTAL FUND BALANCE	13,225.43	-147,187.84
		TOTAL LIABILITIES + FUND BALANCE	13,225.43	-147,187.84

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FUND: 1206 SPECIAL ALCOHOL FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
12061	10100	CASH	.00	29,217.71
		TOTAL ASSETS	.00	29,217.71
FUND BALANCE				
12063	24000	REVENUES	.00	-83,505.09
12063	24001	EXPENDITURES	.00	60,000.00
12063	24002	APPROPRIATIONS	.00	-179,401.00
12063	24003	ESTIMATED REVENUES	.00	170,038.00
12063	24004	BUDGETARY FUND BALANCE UNRESERVED	.00	9,363.00
12063	25300	FUND BALANCE UNRESERVED	.00	-5,712.62
		TOTAL FUND BALANCE	.00	-29,217.71
		TOTAL LIABILITIES + FUND BALANCE	.00	-29,217.71

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FUND: 1207 CONVENTION & VISITOR'S BUREAU				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
12071	10100	CASH		434,558.98	806,768.56
		TOTAL ASSETS		434,558.98	806,768.56
LIABILITIES					
12072	21401	ACCRUED PAYROLL		.00	-6,471.80
12072	21405	SALES TAX		-58.00	-66.46
		TOTAL LIABILITIES		-58.00	-6,538.26
FUND BALANCE					
12073	24000	REVENUES		-507,521.22	-1,202,237.63
12073	24001	EXPENDITURES		73,020.24	523,929.53
12073	24002	APPROPRIATIONS		.00	-1,792,264.00
12073	24003	ESTIMATED REVENUES		.00	1,732,500.00
12073	24004	BUDGETARY FUND BALANCE UNRES		.00	59,764.00
12073	24005	ENCUMBRANCES		-4,101.62	17,537.38
12073	24006	BUDGETARY FUND BAL RESER ENC		4,101.62	-17,537.38
12073	25300	FUND BALANCE UNRESERVED		.00	-121,922.20
		TOTAL FUND BALANCE		-434,500.98	-800,230.30
		TOTAL LIABILITIES + FUND BALANCE		-434,558.98	-806,768.56

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FUND: 1208 NEW EQUIPMENT RESERVE FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
12081	10100	CASH	-154,010.00	2,780,658.51
		TOTAL ASSETS	-154,010.00	2,780,658.51
FUND BALANCE				
12083	24000	REVENUES	-42,229.36	-659,276.05
12083	24001	EXPENDITURES	185,653.67	524,682.33
12083	24005	ENCUMBRANCES	-183,984.79	263,870.27
12083	24006	BUDGETARY FUND BAL RESER ENC	183,984.79	-263,870.27
12083	24400	FUND BALANCE RESERVED FOR ENCU	10,585.69	-197,176.13
12083	25300	FUND BALANCE UNRESERVED	.00	-2,448,888.66
		TOTAL FUND BALANCE	154,010.00	-2,780,658.51
		TOTAL LIABILITIES + FUND BALANCE	154,010.00	-2,780,658.51

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FUND: 1210 LIBRARY EMPLOYEE BENEFIT FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
12101	10100	CASH	.00	128.50
		TOTAL ASSETS	.00	128.50
FUND BALANCE				
12103	24000	REVENUES	.00	-255,865.21
12103	24001	EXPENDITURES	.00	272,478.09
12103	24002	APPROPRIATIONS	.00	-279,149.00
12103	24003	ESTIMATED REVENUES	.00	271,377.00
12103	24004	BUDGETARY FUND BALANCE UNRES	.00	7,772.00
12103	24005	ENCUMBRANCES	.00	6,669.00
12103	24006	BUDGETARY FUND BAL RESER ENC	.00	-6,669.00
12103	25300	FUND BALANCE UNRESERVED	.00	-16,741.38
		TOTAL FUND BALANCE	.00	-128.50
		TOTAL LIABILITIES + FUND BALANCE	.00	-128.50

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FUND: 1213 GOLF COURSE IMPROVEMENT FUND	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS		
12131 10100 CASH	3,620.52	86,562.56
TOTAL ASSETS	3,620.52	86,562.56
FUND BALANCE		
12133 24000 REVENUES	-3,620.52	-44,720.60
12133 24001 EXPENDITURES	.00	1,548.50
12133 25300 FUND BALANCE UNRESERVED	.00	-43,390.46
TOTAL FUND BALANCE	-3,620.52	-86,562.56
TOTAL LIABILITIES + FUND BALANCE	-3,620.52	-86,562.56

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FUND: 1216 SPORTS COMPLEX	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
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ASSETS		
12161 10100 CASH	5 ,000.00	75 ,620.73
TOTAL ASSETS	5 ,000.00	75 ,620.73
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FUND BALANCE		
12163 24000 REVENUES	-5 ,000.00	-26 ,000.00
12163 25300 FUND BALANCE UNRESERVED	.00	-49 ,620.73
TOTAL FUND BALANCE	-5 ,000.00	-75 ,620.73
TOTAL LIABILITIES + FUND BALANCE	-5 ,000.00	-75 ,620.73
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FUND: 1217 STORMWATER MANAGEMENT			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
12171	10100	CASH	60,864.80	323,005.10
		TOTAL ASSETS	60,864.80	323,005.10
LIABILITIES				
12172	21401	ACCRUED PAYROLL	.00	-5,267.47
		TOTAL LIABILITIES	.00	-5,267.47
FUND BALANCE				
12173	24000	REVENUES	-82,767.49	-521,641.29
12173	24001	EXPENDITURES	21,097.21	376,350.61
12173	24002	APPROPRIATIONS	.00	-869,480.00
12173	24003	ESTIMATED REVENUES	.00	834,601.00
12173	24004	BUDGETARY FUND BALANCE UNRES	.00	34,879.00
12173	24005	ENCUMBRANCES	1,507.84	10,455.76
12173	24006	BUDGETARY FUND BAL RESER ENC	-1,507.84	-10,455.76
12173	24400	FUND BALANCE RESERVED FOR ENCU	805.48	-19,732.75
12173	25300	FUND BALANCE UNRESERVED	.00	-152,714.20
		TOTAL FUND BALANCE	-60,864.80	-317,737.63
		TOTAL LIABILITIES + FUND BALANCE	-60,864.80	-323,005.10

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FUND: 1218 PARKS IMPROVEMENT FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
12181	10100	CASH	-1,098.10	309,326.16
		TOTAL ASSETS	-1,098.10	309,326.16
FUND BALANCE				
12183	24000	REVENUES	.00	-28,272.00
12183	24001	EXPENDITURES	1,098.10	33,077.60
12183	24005	ENCUMBRANCES	.00	8,805.00
12183	24006	BUDGETARY FUND BAL RESER ENC	.00	-8,805.00
12183	25300	FUND BALANCE UNRESERVED	.00	-314,131.76
		TOTAL FUND BALANCE	1,098.10	-309,326.16
		TOTAL LIABILITIES + FUND BALANCE	1,098.10	-309,326.16

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FUND: 1220 CITY COMMISSION CAPITAL RESRV			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
12201	10100	CASH	-18,258.98	1,459,183.23
		TOTAL ASSETS	-18,258.98	1,459,183.23
FUND BALANCE				
12203	24000	REVENUES	-18,501.09	-509,320.59
12203	24001	EXPENDITURES	36,760.07	1,720,039.82
12203	24005	ENCUMBRANCES	-36,760.07	468,605.88
12203	24006	BUDGETARY FUND BAL RESER ENC	36,760.07	-468,605.88
12203	25300	FUND BALANCE UNRESERVED	.00	-2,669,902.46
		TOTAL FUND BALANCE	18,258.98	-1,459,183.23
		TOTAL LIABILITIES + FUND BALANCE	18,258.98	-1,459,183.23

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FUND: 1221 STORMWATER RESERVES			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
12211	10100	CASH	-15,919.50	1,131,862.65
		TOTAL ASSETS	-15,919.50	1,131,862.65
FUND BALANCE				
12213	24001	EXPENDITURES	15,919.50	58,878.69
12213	24005	ENCUMBRANCES	-15,919.50	332,321.31
12213	24006	BUDGETARY FUND BAL RESER ENC	15,919.50	-332,321.31
12213	25300	FUND BALANCE UNRESERVED	.00	-1,190,741.34
		TOTAL FUND BALANCE	15,919.50	-1,131,862.65
		TOTAL LIABILITIES + FUND BALANCE	15,919.50	-1,131,862.65

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FUND: 1222 LAW ENFORCEMENT TRUST ACCT.	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS		
12221 10100 CASH	479.43	36,856.76
TOTAL ASSETS	479.43	36,856.76
FUND BALANCE		
12223 24000 REVENUES	-479.43	-1,491.93
12223 24001 EXPENDITURES	.00	1,178.00
12223 25300 FUND BALANCE UNRESERVED	.00	-36,542.83
TOTAL FUND BALANCE	-479.43	-36,856.76
TOTAL LIABILITIES + FUND BALANCE	-479.43	-36,856.76

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FUND: 1224 OPIOID SETTLEMENT FUND	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS		
12241 10100 CASH	.00	139,670.09
TOTAL ASSETS	.00	139,670.09
FUND BALANCE		
12243 24000 REVENUES	.00	-10,860.54
12243 24002 APPROPRIATIONS	.00	-56,893.00
12243 24004 BUDGETARY FUND BALANCE UNRES	.00	56,893.00
12243 25300 FUND BALANCE UNRESERVED	.00	-128,809.55
TOTAL FUND BALANCE	.00	-139,670.09
TOTAL LIABILITIES + FUND BALANCE	.00	-139,670.09

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FUND: 1225 USD 489 SALES TAX	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE		
12253 24000 REVENUES	-360,717.00	-2,293,329.00
12253 24001 EXPENDITURES	360,717.00	2,293,329.00
TOTAL FUND BALANCE	.00	.00
TOTAL LIABILITIES + FUND BALANCE	.00	.00

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FUND: 1227 CVB RESERVES	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
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ASSETS		
12271 10100 CASH	-44,773.00	670,463.00
TOTAL ASSETS	-44,773.00	670,463.00
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FUND BALANCE		
12273 24001 EXPENDITURES	44,773.00	44,773.00
12273 24005 ENCUMBRANCES	-44,773.00	.00
12273 24006 BUDGETARY FUND BAL RESER ENC	44,773.00	.00
12273 25300 FUND BALANCE UNRESERVED	.00	-715,236.00
TOTAL FUND BALANCE	44,773.00	-670,463.00
TOTAL LIABILITIES + FUND BALANCE	44,773.00	-670,463.00
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FUND: 1228 CVB SINKING FUND	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS		
12281 10100 CASH	.00	143,536.87
TOTAL ASSETS	.00	143,536.87
FUND BALANCE		
12283 25300 FUND BALANCE UNRESERVED	.00	-143,536.87
TOTAL FUND BALANCE	.00	-143,536.87
TOTAL LIABILITIES + FUND BALANCE	.00	-143,536.87

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FUND: 1300 CAPITAL PROJECTS FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
13001	10100	CASH	-1,774,616.71	832,938.76
		TOTAL ASSETS	-1,774,616.71	832,938.76
FUND BALANCE				
13003	24000	REVENUES	-60,040.11	-1,979,670.72
13003	24001	EXPENDITURES	621,972.54	2,621,129.90
13003	24005	ENCUMBRANCES	5,374,977.46	7,329,074.87
13003	24006	BUDGETARY FUND BAL RESER ENC	-5,374,977.46	-7,329,074.87
13003	24400	FUND BALANCE RESERVED FOR ENCU	1,212,684.28	-5,505,216.26
13003	25300	FUND BALANCE UNRESERVED	.00	4,030,818.32
		TOTAL FUND BALANCE	1,774,616.71	-832,938.76
		TOTAL LIABILITIES + FUND BALANCE	1,774,616.71	-832,938.76

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krupp |BALANCE SHEET FOR 2025 7

FUND: 1320 AIRPORT IMPROVEMENT FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
13201	10100	CASH	-268,265.91	814,248.44
		TOTAL ASSETS	-268,265.91	814,248.44
FUND BALANCE				
13203	24000	REVENUES	-76,165.83	-483,395.48
13203	24001	EXPENDITURES	4,310.98	52,588.70
13203	24005	ENCUMBRANCES	-3,000.00	2,490.00
13203	24006	BUDGETARY FUND BAL RESER ENC	3,000.00	-2,490.00
13203	24400	FUND BALANCE RESERVED FOR ENCU	340,228.85	-163,487.88
13203	25300	FUND BALANCE UNRESERVED	-108.09	-219,953.78
		TOTAL FUND BALANCE	268,265.91	-814,248.44
		TOTAL LIABILITIES + FUND BALANCE	268,265.91	-814,248.44

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FUND: 1401 BOND & INTEREST FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
14011	10100	CASH	.00	1,911,729.24
		TOTAL ASSETS	.00	1,911,729.24
FUND BALANCE				
14013	24000	REVENUES	.00	-1,765,432.38
14013	24001	EXPENDITURES	.00	161,110.49
14013	24002	APPROPRIATIONS	.00	-2,638,503.00
14013	24003	ESTIMATED REVENUES	.00	2,494,153.00
14013	24004	BUDGETARY FUND BALANCE UNRESERVED	.00	144,350.00
14013	25300	FUND BALANCE UNRESERVED	.00	-307,407.35
		TOTAL FUND BALANCE	.00	-1,911,729.24
		TOTAL LIABILITIES + FUND BALANCE	.00	-1,911,729.24

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FUND: 1404 48TH/ROTH AVE. CID	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
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ASSETS		
14041 10100 CASH	-23,527.47	4,763.77
TOTAL ASSETS	-23,527.47	4,763.77
FUND BALANCE		
14043 24000 REVENUES	-13,677.48	-79,692.36
14043 24001 EXPENDITURES	37,204.95	106,289.62
14043 25300 FUND BALANCE UNRESERVED	.00	-31,361.03
TOTAL FUND BALANCE	23,527.47	-4,763.77
TOTAL LIABILITIES + FUND BALANCE	23,527.47	-4,763.77
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FUND: 1405 THE MALL CID	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS		
14051 10100 CASH	25,057.73	45,649.09
TOTAL ASSETS	25,057.73	45,649.09
FUND BALANCE		
14053 24000 REVENUES	-25,057.73	-147,682.39
14053 24001 EXPENDITURES	.00	122,725.07
14053 25300 FUND BALANCE UNRESERVED	.00	-20,691.77
TOTAL FUND BALANCE	-25,057.73	-45,649.09
TOTAL LIABILITIES + FUND BALANCE	-25,057.73	-45,649.09

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krupp |BALANCE SHEET FOR 2025 7

FUND: 1406 ECONOMIC DEVELOPMENT FUND	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS		
14061 10100 CASH	4,112.32	75,138.64
TOTAL ASSETS	4,112.32	75,138.64
FUND BALANCE		
14063 24000 REVENUES	-81,422.32	-90,541.86
14063 24001 EXPENDITURES	77,310.00	82,310.00
14063 25300 FUND BALANCE UNRESERVED	.00	-66,906.78
TOTAL FUND BALANCE	-4,112.32	-75,138.64
TOTAL LIABILITIES + FUND BALANCE	-4,112.32	-75,138.64

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FUND: 1407 HAYS EXTENDED STAY CID	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS		
14071 10100 CASH	6,101.27	13,021.20
TOTAL ASSETS	6,101.27	13,021.20
FUND BALANCE		
14073 24000 REVENUES	-6,101.27	-34,808.63
14073 24001 EXPENDITURES	.00	29,530.10
14073 25300 FUND BALANCE UNRESERVED	.00	-7,742.67
TOTAL FUND BALANCE	-6,101.27	-13,021.20
TOTAL LIABILITIES + FUND BALANCE	-6,101.27	-13,021.20

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FUND: 1408 HILTON GARDEN INN CID/TGT	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS		
14081 10100 CASH	9,709.07	17,130.80
TOTAL ASSETS	9,709.07	17,130.80
FUND BALANCE		
14083 24000 REVENUES	-64,140.12	-456,593.32
14083 24001 EXPENDITURES	54,431.05	459,828.43
14083 25300 FUND BALANCE UNRESERVED	.00	-20,365.91
TOTAL FUND BALANCE	-9,709.07	-17,130.80
TOTAL LIABILITIES + FUND BALANCE	-9,709.07	-17,130.80

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FUND: 1409 SAFFRON CID	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS		
14091 10100 CASH	4,900.68	4,969.34
TOTAL ASSETS	4,900.68	4,969.34
FUND BALANCE		
14093 24000 REVENUES	-4,900.68	-24,069.27
14093 24001 EXPENDITURES	.00	19,168.59
14093 25300 FUND BALANCE UNRESERVED	.00	-68.66
TOTAL FUND BALANCE	-4,900.68	-4,969.34
TOTAL LIABILITIES + FUND BALANCE	-4,900.68	-4,969.34

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FUND: 1410 TALLGRASS RHID	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS		
14101 10100 CASH	.00	125,142.52
TOTAL ASSETS	.00	125,142.52
FUND BALANCE		
14103 24000 REVENUES	.00	-119,537.70
14103 25300 FUND BALANCE UNRESERVED	.00	-5,604.82
TOTAL FUND BALANCE	.00	-125,142.52
TOTAL LIABILITIES + FUND BALANCE	.00	-125,142.52

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FUND: 1411 FRONTIER APTS. RHID	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE		
14113 24000 REVENUES	.00	-12,152.17
14113 24001 EXPENDITURES	.00	12,152.17
TOTAL FUND BALANCE	.00	.00
TOTAL LIABILITIES + FUND BALANCE	.00	.00

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FUND: 1412 4TH & FORT RHID	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE		
14123 24000 REVENUES	.00	-19,511.86
14123 24001 EXPENDITURES	.00	19,511.86
TOTAL FUND BALANCE	.00	.00
TOTAL LIABILITIES + FUND BALANCE	.00	.00

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FUND: 1413 TALLGRASS 2ND PHASE IV ESCROW	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS		
14131 10100 CASH	16,046.86	1,816,046.86
TOTAL ASSETS	16,046.86	1,816,046.86
FUND BALANCE		
14133 24000 REVENUES	-16,046.86	-1,816,046.86
TOTAL FUND BALANCE	-16,046.86	-1,816,046.86
TOTAL LIABILITIES + FUND BALANCE	-16,046.86	-1,816,046.86

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FUND: 1414 VERNIES CID	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS		
14141 10100 CASH	2,558.95	2,558.95
TOTAL ASSETS	2,558.95	2,558.95
FUND BALANCE		
14143 24000 REVENUES	-2,558.95	-2,558.95
TOTAL FUND BALANCE	-2,558.95	-2,558.95
TOTAL LIABILITIES + FUND BALANCE	-2,558.95	-2,558.95

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FUND: 2000 WATER FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
20001 10100	CASH		257,251.22	1,354,887.95
20001 11509	CONSUMERS ACCOUNTS RECEIVABLE		-64,764.78	552,859.13
	TOTAL ASSETS		192,486.44	1,907,747.08
LIABILITIES				
20002 21401	ACCRUED PAYROLL		.00	-24,001.09
20002 21405	SALES TAX		396.11	23,844.19
20002 21406	STATE WATER FEE		-1,520.03	-9,564.03
20002 21407	METER DEPOSIT PAYABLE		-4,957.38	-562,535.78
20002 21417	RESERVE FOR BAD DEBTS		.00	2,740.23
20002 21503	OVER & SHORT		-.05	183.58
	TOTAL LIABILITIES		-6,081.35	-569,332.90
FUND BALANCE				
20003 24000	REVENUES		-400,966.44	-2,359,260.42
20003 24001	EXPENDITURES		214,561.35	2,285,609.54
20003 24002	APPROPRIATIONS		.00	-4,775,644.00
20003 24003	ESTIMATED REVENUES		.00	4,578,459.00
20003 24004	BUDGETARY FUND BALANCE UNRES		.00	197,185.00
20003 24005	ENCUMBRANCES		11,899.50	226,534.17
20003 24006	BUDGETARY FUND BAL RESER ENC		-11,899.50	-226,534.17
20003 24400	FUND BALANCE RESERVED FOR ENC		.00	-54,822.12
20003 25300	FUND BALANCE UNRESERVED		.00	-1,209,941.18
	TOTAL FUND BALANCE		-186,405.09	-1,338,414.18
	TOTAL LIABILITIES + FUND BALANCE		-192,486.44	-1,907,747.08

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krupp |BALANCE SHEET FOR 2025 7

FUND: 2001 SOLID WASTE FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
20011	10100	CASH	61,206.47	114,881.72
		TOTAL ASSETS	61,206.47	114,881.72
LIABILITIES				
20012	21401	ACCRUED PAYROLL	.00	-14,376.16
		TOTAL LIABILITIES	.00	-14,376.16
FUND BALANCE				
20013	24000	REVENUES	-162,814.18	-1,095,095.77
20013	24001	EXPENDITURES	101,607.71	1,127,857.83
20013	24002	APPROPRIATIONS	.00	-1,967,589.00
20013	24003	ESTIMATED REVENUES	.00	1,857,243.00
20013	24004	BUDGETARY FUND BALANCE UNRES	.00	110,346.00
20013	24005	ENCUMBRANCES	-40,421.50	265,462.77
20013	24006	BUDGETARY FUND BAL RESER ENC	40,421.50	-265,462.77
20013	25300	FUND BALANCE UNRESERVED	.00	-133,267.62
		TOTAL FUND BALANCE	-61,206.47	-100,505.56
		TOTAL LIABILITIES + FUND BALANCE	-61,206.47	-114,881.72

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FUND: 2002 SOLID WASTE RESERVE FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
20021 10100	CASH		.00	925,411.05
TOTAL ASSETS			.00	925,411.05
FUND BALANCE				
20023 24000	REVENUES		.00	-3,100.00
20023 24001	EXPENDITURES		.00	87,403.01
20023 24400	FUND BALANCE RESERVED FOR ENCU		.00	-28,500.00
20023 25300	FUND BALANCE UNRESERVED		.00	-981,214.06
TOTAL FUND BALANCE			.00	-925,411.05
TOTAL LIABILITIES + FUND BALANCE			.00	-925,411.05

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FUND: 2100 WATER RECLAMATION & REUSE			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
21001	10100	CASH	387,299.11	1,397,921.25
		TOTAL ASSETS	387,299.11	1,397,921.25
LIABILITIES				
21002	21401	ACCRUED PAYROLL	.00	-15,490.59
		TOTAL LIABILITIES	.00	-15,490.59
FUND BALANCE				
21003	24000	REVENUES	-499,972.10	-3,226,273.72
21003	24001	EXPENDITURES	112,672.99	2,911,902.02
21003	24002	APPROPRIATIONS	.00	-5,920,787.00
21003	24003	ESTIMATED REVENUES	.00	5,609,202.00
21003	24004	BUDGETARY FUND BALANCE UNRES	.00	311,585.00
21003	24005	ENCUMBRANCES	27,217.89	39,551.28
21003	24006	BUDGETARY FUND BAL RESER ENC	-27,217.89	-39,551.28
21003	24400	FUND BALANCE RESERVED FOR ENCU	.00	-2,350.00
21003	25300	FUND BALANCE UNRESERVED	.00	-1,065,708.96
		TOTAL FUND BALANCE	-387,299.11	-1,382,430.66
		TOTAL LIABILITIES + FUND BALANCE	-387,299.11	-1,397,921.25

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FUND: 2200 WATER CONSERV / WA SLS TX			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
22001	10100	CASH	776,469.76	4,490,521.76
		TOTAL ASSETS	776,469.76	4,490,521.76
LIABILITIES				
22002	21401	ACCRUED PAYROLL	.00	-2,262.69
		TOTAL LIABILITIES	.00	-2,262.69
FUND BALANCE				
22003	24000	REVENUES	-794,287.72	-3,528,538.82
22003	24001	EXPENDITURES	17,642.96	156,082.04
22003	24002	APPROPRIATIONS	.00	-7,104,967.00
22003	24003	ESTIMATED REVENUES	.00	5,772,296.00
22003	24004	BUDGETARY FUND BALANCE UNRES	.00	1,332,671.00
22003	24005	ENCUMBRANCES	12,920.94	44,942.39
22003	24006	BUDGETARY FUND BAL RESER ENC	-12,920.94	-44,942.39
22003	24400	FUND BALANCE RESERVED FOR ENCU	175.00	-12,222.50
22003	25300	FUND BALANCE UNRESERVED	.00	-1,103,579.79
		TOTAL FUND BALANCE	-776,469.76	-4,488,259.07
		TOTAL LIABILITIES + FUND BALANCE	-776,469.76	-4,490,521.76

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FUND: 2300 R9			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
23001	10100	CASH	18,330.14	301,812.10
		TOTAL ASSETS	18,330.14	301,812.10
LIABILITIES				
23002	21401	ACCRUED PAYROLL	.00	-5,971.38
		TOTAL LIABILITIES	.00	-5,971.38
FUND BALANCE				
23003	24000	REVENUES	-50,000.00	-394,472.00
23003	24001	EXPENDITURES	31,669.86	336,684.21
23003	24002	APPROPRIATIONS	.00	-714,975.00
23003	24003	ESTIMATED REVENUES	.00	635,542.00
23003	24004	BUDGETARY FUND BALANCE UNRES	.00	79,433.00
23003	24005	ENCUMBRANCES	-6,330.10	28,789.80
23003	24006	BUDGETARY FUND BAL RESER ENC	6,330.10	-28,789.80
23003	25300	FUND BALANCE UNRESERVED	.00	-238,052.93
		TOTAL FUND BALANCE	-18,330.14	-295,840.72
		TOTAL LIABILITIES + FUND BALANCE	-18,330.14	-301,812.10

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FUND: 2700 WATER RESERVE FUND	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS		
27001 10100 CASH	.00	464,730.05
TOTAL ASSETS	.00	464,730.05
FUND BALANCE		
27003 24001 EXPENDITURES	.00	27,500.00
27003 24005 ENCUMBRANCES	.00	68,241.86
27003 24006 BUDGETARY FUND BAL RESER ENC	.00	-68,241.86
27003 25300 FUND BALANCE UNRESERVED	.00	-492,230.05
TOTAL FUND BALANCE	.00	-464,730.05
TOTAL LIABILITIES + FUND BALANCE	.00	-464,730.05

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FUND: 2800 WATER RECLAMATION RESERVE FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
28001	10100	CASH	466.91	2,065,316.97
		TOTAL ASSETS	466.91	2,065,316.97
FUND BALANCE				
28003	24000	REVENUES	-466.91	-1,400.73
28003	24001	EXPENDITURES	.00	5,500.00
28003	24005	ENCUMBRANCES	.00	91,431.86
28003	24006	BUDGETARY FUND BAL RESER ENC	.00	-91,431.86
28003	24400	FUND BALANCE RESERVED FOR ENCU	.00	-754,916.00
28003	25300	FUND BALANCE UNRESERVED	.00	-1,314,500.24
		TOTAL FUND BALANCE	-466.91	-2,065,316.97
		TOTAL LIABILITIES + FUND BALANCE	-466.91	-2,065,316.97

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FUND: 2900 WATER SALES TAX RESERVE	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
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ASSETS		
29001 10100 CASH	-378,425.74	38,520,147.53
TOTAL ASSETS	-378,425.74	38,520,147.53
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FUND BALANCE		
29003 24001 EXPENDITURES	257,332.39	1,244,936.16
29003 24005 ENCUMBRANCES	38,570.14	58,853.69
29003 24006 BUDGETARY FUND BAL RESER ENC	-38,570.14	-58,853.69
29003 24400 FUND BALANCE RESERVED FOR ENCU	121,093.35	-2,290,318.24
29003 25300 FUND BALANCE UNRESERVED	.00	-37,474,765.45
TOTAL FUND BALANCE	378,425.74	-38,520,147.53
TOTAL LIABILITIES + FUND BALANCE	378,425.74	-38,520,147.53
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FUND: 3410 MUNICIPAL COURT AGENCY FUND	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS		
34101 10100 CASH	4,346.49	186,357.57
TOTAL ASSETS	4,346.49	186,357.57
FUND BALANCE		
34103 24000 REVENUES	-9,024.83	-63,112.05
34103 24001 EXPENDITURES	4,678.34	36,703.36
34103 25300 FUND BALANCE UNRESERVED	.00	-159,948.88
TOTAL FUND BALANCE	-4,346.49	-186,357.57
TOTAL LIABILITIES + FUND BALANCE	-4,346.49	-186,357.57

** END OF REPORT - Generated by Kim Rupp **

City of Hays Revenues
Month of July 2025

	Budgeted 2025	Collections Current Mo.	Collections Current Mo. Previous Year	Collections Current YTD
<u>WA CONSERV REVENUES</u>				
INTEREST ON INVESTMENTS	2,302,810.00	483,555.72	423,414.47	1,585,114.82
LOCAL SALES TAX	3,469,486.00	310,717.00	307,991.00	1,943,329.00
MISCELLANEOUS REVENUE	0.00	15.00	0.00	95.00
R-9 RANCH REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$5,772,296.00	\$794,287.72	\$731,405.47	\$3,528,538.82
<u>48TH/ROTH AVE CID-REVENUES</u>				
LOCAL SALES TAX	0.00	13,677.48	12,224.89	79,692.36
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$13,677.48	\$12,224.89	\$79,692.36
<u>4TH & FORT RHID-REVENUES</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
REC'D FRM RHID PROCEEDS	0.00	0.00	0.00	19,511.86
Total Revenues	\$0.00	\$0.00	\$0.00	\$19,511.86
<u>AIRPORT FUND REVENUES</u>				
16/20 M TRUCK TAX	151.00	0.00	0.00	194.75
AD VALOREM PROPERTY TAX	461,053.00	0.00	0.00	441,592.45
AIRPORT-FUEL SALES	43,260.00	4,262.78	7,875.18	29,119.92
BUSINESS LICENSES	4,400.00	0.00	550.00	4,950.00
COMMERCIAL VEHICLE TAX	1,958.00	0.00	0.00	2,039.05
DELINQUENT TAXES	0.00	0.00	0.00	4,534.10
FARMING (LEASES)	22,000.00	0.00	0.00	20,971.65
FEDERAL GOVERNMENT AID/GRANT	610,316.00	265,331.34	132,464.99	265,331.34
LANDING FEES	18,000.00	1,653.74	1,068.28	10,506.78
MISCELLANEOUS REVENUE	5,000.00	447.80	954.88	6,899.21
MOTOR VEHICLE TAX	35,413.00	0.00	0.00	23,524.56
NEIGHBORHOOD REVIT REBATE	(2,774.00)	0.00	0.00	-2,771.35
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
RECREATIONAL VEHICLE TAX	702.00	0.00	0.00	402.38
RENTALS	96,289.00	33,940.76	12,171.23	69,273.98
TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
TRANSFER FROM CVB	0.00	0.00	0.00	0.00
WATERCRAFT TAX	0.00	0.00	0.00	0.00
Total Revenues	\$1,295,768.00	\$305,636.42	\$155,084.56	\$876,568.82
<u>AIRPORT IMPR.FUND REVENUES</u>				
FEDERAL & STATE GRANTS	0.00	62,734.00	0.00	305,602.00
MISCELLANEOUS REVENUE	0.00	739.20	710,157.00	134,509.20
NOTE/BOND PROCEEDS	0.00	0.00	0.00	0.00
PASSENGER FACILITY CHARGE	0.00	12,692.63	6,093.07	43,284.28
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
TEMPORARY NOTES	0.00	0.00	0.00	0.00
TEMPORARY NOTES	0.00	0.00	0.00	0.00
TEMPORARY NOTES	0.00	0.00	0.00	0.00
TRANSFER FROM AIRPORT	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
TRNSF FRM FIN POLICY PROJECTS	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$76,165.83	\$716,250.07	\$483,395.48
<u>AMERICAN RESCUE PLAN ACT-REVENUE</u>				
FEDERAL GOVERNMENT AID/GRANT	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00

	<u>Budgeted</u> <u>2025</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Collections</u> <u>Current YTD</u>
<u>BOND & INTEREST REVENUES</u>				
16/20 M TRUCK TAX	582.00	0.00	0.00	303.70
AD VALOREM PROPERTY TAX	1,053,435.00	0.00	0.00	1,008,021.19
COMMERCIAL VEHICLE TAX	7,572.00	0.00	0.00	7,885.85
DELINQUENT TAXES	0.00	0.00	0.00	12,497.86
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
MOTOR VEHICLE TAX	136,957.00	0.00	0.00	90,979.17
NEIGHBORHOOD REVIT REBATE	(2,765.00)	0.00	0.00	-6,331.66
RECEIVED FROM TIF PROCEEDS	0.00	0.00	0.00	0.00
RECREATIONAL VEHICLE TAX	2,716.00	0.00	0.00	1,556.14
SPECIAL ASSESSMENT TAX	396,596.00	0.00	0.00	386,652.47
TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
TRANSFER FRM WATER RECLAMATION	0.00	0.00	0.00	128,768.00
TRANSFER FROM CAPITAL PROJECTS	0.00	0.00	0.00	0.00
TRANSFER FROM CVB	338,759.00	0.00	0.00	0.00
TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00
TRANSFER FROM RHID	300,000.00	0.00	0.00	0.00
TRANSFER FROM SPECIAL HIGHWAY	0.00	0.00	0.00	0.00
TRANSFER FROM WATER FUND	257,536.00	0.00	0.00	128,768.00
TRANSFERS	0.00	0.00	0.00	0.00
WATERCRAFT TAX	0.00	0.00	0.00	0.00
Total Revenues	\$2,491,388.00	\$0.00	\$0.00	\$1,759,100.72
<u>CAPITAL PROJECTS REVENUE</u>				
INTEREST ON INVESTMENTS	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0.00	60,040.11	67,000.00	1,979,670.72
NOTE/BOND PROCEEDS	0.00	0.00	0.00	0.00
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00
TRNSF FRM FIN POLICY PROJECTS	0.00	0.00	0.00	0.00
XFER FRM COMM CAPITAL RESERVE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$60,040.11	\$67,000.00	\$1,979,670.72
<u>CITY COMMISSION CPTL RESRV REV</u>				
INTEREST ON INVESTMENTS	0.00	18,501.09	27,521.94	79,551.59
MISCELLANEOUS REVENUE	0.00	0.00	0.00	429,769.00
TRNSF FRM FIN POLICY PROJECTS	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$18,501.09	\$27,521.94	\$509,320.59
<u>CONVENTION & VISITOR'S REVENUE</u>				
FEDERAL GOVERNMENT AID/GRANT	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	13,000.00	1,704.68	1,253.81	9,412.48
TRANSIENT GUEST TAX	1,719,500.00	505,816.54	399,480.38	1,192,825.15
Total Revenues	\$1,732,500.00	\$507,521.22	\$400,734.19	\$1,202,237.63
<u>CULTURE & RECREATION REVENUES</u>				
GOLF COURSE REVENUE	404,000.00	39,462.75	35,195.83	368,586.41
LOCAL ALCOHOL LIQUOR TAX	170,038.00	0.00	0.00	83,505.10
Total Revenues	\$574,038.00	\$39,462.75	\$35,195.83	\$452,091.51
<u>CVB RESERVES REVENUES</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
TRANSFER FROM CVB	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
<u>CVB SINKING FUND REVENUES</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
TRANSFER FROM CVB	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
<u>DOJ PROGRAM-REVENUES</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00

	<u>Budgeted</u> <u>2025</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Collections</u> <u>Current YTD</u>
ECONOMIC DEVELOPMENT REVENUES				
MISCELLANEOUS REVENUE	0.00	81,422.32	5,000.00	90,541.86
Total Revenues	\$0.00	\$81,422.32	\$5,000.00	\$90,541.86
ELLIS CO. SALES TAX-REVENUES				
LOCAL SALES TAX	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
EMPLOYEE BENEFIT REVENUES				
16/20 M TRUCK TAX	873.00	0.00	0.00	1,579.53
AD VALOREM PROPERTY TAX	3,464,962.00	0.00	0.00	3,319,070.48
COMMERCIAL VEHICLE TAX	11,355.00	0.00	0.00	11,824.04
DELINQUENT TAXES	0.00	0.00	0.00	32,143.58
INSURANCE REFUNDS	0.00	0.00	0.00	14,512.00
INTEREST ON INVESTMENTS	103,400.00	18,501.09	15,878.05	59,810.54
MISCELLANEOUS REVENUE	0.00	0.00	1,010.80	10,365.89
MOTOR VEHICLE TAX	205,366.00	0.00	0.00	136,414.48
NEIGHBORHOOD REVIT REBATE	(24,424.00)	0.00	0.00	-20,824.01
RECREATIONAL VEHICLE TAX	4,072.00	0.00	0.00	2,333.21
TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
TRANSFER FRM R9	75,219.00	0.00	0.00	75,219.00
TRANSFER FRM WATER RECLAMATION	245,690.00	0.00	0.00	245,690.00
TRANSFER FROM AIRPORT	0.00	0.00	0.00	0.00
TRANSFER FROM CVB	109,445.00	0.00	0.00	0.00
TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00
TRANSFER FROM RISK MANAGEMENT	0.00	0.00	0.00	0.00
TRANSFER FROM SOLID WASTE FUND	243,106.00	0.00	0.00	243,106.00
TRANSFER FROM SPECIAL ALCOHOL	34,682.00	0.00	0.00	0.00
TRANSFER FROM SPECIAL HIGHWAY	0.00	0.00	0.00	0.00
TRANSFER FROM SPORTS COMPLEX	0.00	0.00	0.00	0.00
TRANSFER FROM STORMWATER MGT	92,527.00	0.00	0.00	92,527.00
TRANSFER FROM WATER FUND	316,993.00	0.00	0.00	316,993.00
TRANSFERS	0.00	0.00	0.00	0.00
TRNSF FRM WATER CONSERVATION	34,876.00	0.00	0.00	34,876.00
WATERCRAFT TAX	0.00	0.00	0.00	0.00
XFER FRM COMM CAPITAL RESERVE	0.00	0.00	0.00	0.00
Total Revenues	\$4,918,142.00	\$18,501.09	\$16,888.85	\$4,575,640.74
FIRE INS TRUST REVENUES				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
FRONTIER APTS RHID-REVENUES				
LOCAL SALES TAX	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
REC'D FRM RHID PROCEEDS	0.00	0.00	0.00	12,152.17
RECEIVED FROM TIF PROCEEDS	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$12,152.17

	<u>Budgeted</u> <u>2025</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Collections</u> <u>Current YTD</u>
<u>GENERAL GOVERNMENT REVENUES</u>				
16/20 M TRUCK TAX	0.00	0.00	0.00	0.00
AD VALOREM PROPERTY TAX	0.00	0.00	0.00	0.00
BUILDING PERMITS	85,500.00	25,324.49	8,609.31	61,231.59
BUSINESS LICENSES	40,000.00	915.00	1,065.00	4,530.00
CITY-COUNTY REVENUE SHARING	0.00	0.00	0.00	0.00
CMB & LIQUOR LICENSES	10,250.00	600.00	900.00	7,550.00
DELINQUENT TAXES	0.00	0.00	0.00	0.00
FEDERAL GOVERNMENT AID/GRANT	0.00	0.00	0.00	0.00
FRANCHISE FEES	1,850,000.00	119,316.20	126,612.60	945,999.48
INTEREST ON INVESTMENTS	317,000.00	255,694.17	123,848.73	645,041.99
LOCAL AD VALOREM TAX REDUCTION	0.00	0.00	0.00	0.00
LOCAL SALES TAX	11,209,891.00	1,007,802.06	999,599.55	6,420,533.18
MISCELLANEOUS REVENUE	174,000.00	82,813.13	35,797.83	192,594.46
MOTOR VEHICLE TAX	0.00	0.00	0.00	0.00
OTHER LICENSES	600.00	60.00	100.00	875.00
PET LICENSES	14,400.00	130.00	390.00	8,443.00
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
RECREATIONAL VEHICLE TAX	0.00	0.00	0.00	0.00
RENTALS	1,200.00	100.00	0.00	100.00
STATE GOVERNMENT AID/GRANT	0.00	0.00	0.00	323.49
TRANSFER FRM WATER RECLAMATION	841,380.00	0.00	0.00	841,380.00
TRANSFER FROM AIRPORT	0.00	0.00	0.00	0.00
TRANSFER FROM CVB	197,348.00	0.00	0.00	0.00
TRANSFER FROM POOL CONSTRUCTIO	0.00	0.00	0.00	0.00
TRANSFER FROM SOLID WASTE FUND	278,586.00	0.00	0.00	278,586.00
TRANSFER FROM SPECIAL ALCOHOL	84,719.00	0.00	0.00	0.00
TRANSFER FROM SPECIAL HIGHWAY	0.00	0.00	0.00	0.00
TRANSFER FROM SPORTS COMPLEX	0.00	0.00	0.00	0.00
TRANSFER FROM STORMWATER MGT	83,460.00	0.00	0.00	83,460.00
TRANSFER FROM WATER FUND	628,895.00	0.00	0.00	628,895.00
TRANSFER FROM WATER SLS TAX	1,152,781.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Revenues	\$16,970,010.00	\$1,492,755.05	\$1,296,923.02	\$10,119,543.19
<u>GOLF COURSE IMPR. FUND REVENUE</u>				
GOLF COURSE REVENUE	0.00	3,620.52	3,633.34	43,175.60
MISCELLANEOUS REVENUE	0.00	0.00	0.00	1,545.00
Total Revenues	\$0.00	\$3,620.52	\$3,633.34	\$44,720.60
<u>H DEPOT-ECON DEV BND-REVENUES</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
RECEIVED FROM TIF PROCEEDS	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
<u>HAYS EXTENDED STAY CID-REVENUE</u>				
LOCAL SALES TAX	0.00	6,101.27	5,086.43	34,808.63
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$6,101.27	\$5,086.43	\$34,808.63
<u>HILTON GARDEN INN-REVENUES</u>				
LOCAL SALES TAX	0.00	9,709.07	16,626.97	55,342.03
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
RECEIVED FROM TIF PROCEEDS	0.00	0.00	0.00	218,856.22
TRANSIENT GUEST TAX	0.00	54,431.05	67,801.46	182,395.07
Total Revenues	\$0.00	\$64,140.12	\$84,428.43	\$456,593.32

	<u>Budgeted</u> <u>2025</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Collections</u> <u>Current YTD</u>
LAW ENFORCEMENT TRUST -REVENUE				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
OTHER ACTION PENDING	0.00	0.00	0.00	0.00
PENDING STATE FORFEITURES	0.00	0.00	0.00	0.00
STATE DRUG TAX ASSESSMENTS	0.00	479.43	0.00	1,491.93
STATE FORFEITURES	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$479.43	\$0.00	\$1,491.93
LIBRARY EMP. BENEFIT REVENUES				
16/20 M TRUCK TAX	100.00	0.00	0.00	129.86
AD VALOREM PROPERTY TAX	245,895.00	0.00	0.00	235,440.75
COMMERCIAL VEHICLE TAX	1,305.00	0.00	0.00	1,359.81
DELINQUENT TAXES	0.00	0.00	0.00	2,978.17
MOTOR VEHICLE TAX	23,609.00	0.00	0.00	15,688.28
NEIGHBORHOOD REVIT REBATE	(1,480.00)	0.00	0.00	-1,478.09
RECREATIONAL VEHICLE TAX	468.00	0.00	0.00	268.34
TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
WATERCRAFT TAX	0.00	0.00	0.00	0.00
Total Revenues	\$269,897.00	\$0.00	\$0.00	\$254,387.12
LIBRARY FUND REVENUES				
16/20 M TRUCK TAX	602.00	0.00	0.00	769.24
AD VALOREM PROPERTY TAX	1,844,212.00	0.00	0.00	1,766,098.81
COMMERCIAL VEHICLE TAX	7,832.00	0.00	0.00	8,070.12
DELINQUENT TAXES	0.00	0.00	0.00	18,213.15
MOTOR VEHICLE TAX	141,652.00	0.00	0.00	93,105.08
NEIGHBORHOOD REVIT REBATE	(11,098.00)	0.00	0.00	-11,083.60
RECREATIONAL VEHICLE TAX	2,809.00	0.00	0.00	1,592.49
TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
WATERCRAFT TAX	0.00	0.00	0.00	0.00
Total Revenues	\$1,986,009.00	\$0.00	\$0.00	\$1,876,765.29
MUNICIPAL COURT AGENCY-REV				
ADSAP -- 10%	0.00	0.00	0.00	0.00
ADSAP/EVALUATION FEE	0.00	0.00	0.00	0.00
BONDS	0.00	1,750.00	280.00	13,445.00
COURT APPOINTED REIMBURSEMENT	0.00	0.00	0.00	0.00
COURT FINES	0.00	0.00	0.00	0.00
DEU COLLECTIONS	0.00	30.00	45.00	160.00
KBI LAB FEE	0.00	0.00	1,476.92	3,138.46
LOCAL LAB FEES	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
RESTITUTION	0.00	356.83	0.00	4,700.47
SAFERIDE	0.00	2,248.50	2,076.50	12,623.50
STATE FEES	0.00	4,639.50	5,035.25	29,044.62
Total Revenues	\$0.00	\$9,024.83	\$8,913.67	\$63,112.05

	<u>Budgeted</u> <u>2025</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Collections</u> <u>Current YTD</u>
<u>NEW EQUIP RESERVE REVENUES</u>				
FEDERAL & STATE GRANTS	0.00	0.00	0.00	0.00
INTEREST ON INVESTMENTS	0.00	34,401.11	37,048.74	121,194.80
MISCELLANEOUS REVENUE	0.00	7,828.25	0.00	29,028.25
TRANSFER FRM R9	0.00	0.00	0.00	18,648.00
TRANSFER FRM WATER RECLAMATION	0.00	0.00	0.00	31,407.00
TRANSFER FROM AIRPORT	0.00	0.00	0.00	71,258.00
TRANSFER FROM CVB	0.00	0.00	0.00	0.00
TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	315,619.00
TRANSFER FROM PUBLIC SAFETY	0.00	0.00	0.00	0.00
TRANSFER FROM SPECIAL PARK	0.00	0.00	0.00	0.00
TRANSFER FROM SPORTS COMPLEX	0.00	0.00	0.00	0.00
TRANSFER FROM STORMWATER MGT	0.00	0.00	0.00	50,285.00
TRANSFER FROM WATER FUND	0.00	0.00	0.00	19,927.00
TRANSFERS	0.00	0.00	0.00	0.00
TRNSF FRM WATER CONSERVATION	0.00	0.00	0.00	1,909.00
Total Revenues	\$0.00	\$42,229.36	\$37,048.74	\$659,276.05
<u>OPIOID-REVENUES</u>				
FEDERAL & STATE GRANTS	0.00	0.00	0.00	10,860.54
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$10,860.54
<u>PARK DEVELOPMENT FUND-REVENUE</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
<u>PARKS IMPROVEMENT FUND-REVENUE</u>				
DOG PARK DONATIONS	0.00	0.00	0.00	703.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	27,569.00
STATE GOVERNMENT AID/GRANT	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$28,272.00
<u>PUBLIC SAFETY EQUIP REVENUES</u>				
16/20 M TRUCK TAX	201.00	0.00	0.00	259.73
AD VALOREM PROPERTY TAX	614,737.00	0.00	0.00	588,789.70
COMMERCIAL VEHICLE TAX	2,611.00	0.00	0.00	2,719.62
DELINQUENT TAXES	0.00	0.00	0.00	6,132.24
FEDERAL & STATE GRANTS	0.00	0.00	0.00	0.00
FEDERAL GOVERNMENT AID/GRANT	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
MOTOR VEHICLE TAX	47,217.00	0.00	0.00	31,376.37
NEIGHBORHOOD REVIT REBATE	(3,699.00)	0.00	0.00	-3,695.15
RECREATIONAL VEHICLE TAX	936.00	0.00	0.00	536.70
TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
WATERCRAFT TAX	0.00	0.00	0.00	0.00
Total Revenues	\$662,003.00	\$0.00	\$0.00	\$626,119.21
<u>PUBLIC SAFETY REVENUES</u>				
ANIMAL CONTROL REVENUE	2,250.00	80.00	70.00	775.00
COURT APPOINTED REIMBURSEMENT	0.00	0.00	0.00	511.76
COURT COSTS	177,200.00	18,104.31	15,322.70	101,114.05
COURT FINES	418,000.00	30,540.57	26,089.28	159,672.22
LOCAL LAB FEES	0.00	0.00	0.00	0.00
UTV REGISTRATIONS	0.00	0.00	0.00	0.00
Total Revenues	\$597,450.00	\$48,724.88	\$41,481.98	\$262,073.03
<u>PUBLIC WORKS REVENUES</u>				
GRAVE OPENING	4,450.00	1,000.00	550.00	2,750.00
SALE OF CEMETERY LOTS	11,800.00	0.00	25.00	4,150.00
Total Revenues	\$16,250.00	\$1,000.00	\$575.00	\$6,900.00

	<u>Budgeted</u> <u>2025</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Collections</u> <u>Current YTD</u>
R9 REVENUES				
INTEREST ON INVESTMENTS	0.00	0.00	0.00	0.00
LOCAL SALES TAX	560,542.00	50,000.00	50,000.00	350,000.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
R-9 RANCH REVENUE	75,000.00	0.00	0.00	44,472.00
Total Revenues	\$635,542.00	\$50,000.00	\$50,000.00	\$394,472.00
SAFFRON CID-REVENUES				
LOCAL SALES TAX	0.00	4,900.68	8,256.49	24,069.27
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$4,900.68	\$8,256.49	\$24,069.27
SOLID WASTE FUND REVENUES				
INTEREST ON INVESTMENTS	76,143.00	16,602.61	4,234.15	37,209.85
MISCELLANEOUS REVENUE	40,000.00	674.80	3,949.10	39,284.68
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
REFUSE COLLECTION	1,740,500.00	145,494.77	145,211.26	1,018,701.16
YARD WASTE TAGS	600.00	42.00	84.00	267.75
Total Revenues	\$1,857,243.00	\$162,814.18	\$153,478.51	\$1,095,463.44
SOLID WASTE RESERVE REVENUES				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	3,100.00
TRANSFER FROM SOLID WASTE FUND	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$3,100.00
SPECIAL ALCOHOL FUND REVENUES				
LOCAL ALCOHOL LIQUOR TAX	170,038.00	0.00	0.00	83,505.09
Total Revenues	\$170,038.00	\$0.00	\$0.00	\$83,505.09
SPECIAL HIGHWAY REVENUES				
CONNECTING LINK MAINTENANCE	74,500.00	18,598.90	18,548.08	55,745.33
FEDERAL GOVERNMENT AID/GRANT	260,000.00	0.00	0.00	0.00
INTEREST ON INVESTMENTS	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
STATE GASOLINE TAX	561,290.00	0.00	152,631.09	270,688.04
TRANSFER FROM CAPITAL PROJECTS	0.00	0.00	0.00	0.00
TRANSFER FROM GENERAL FUND	200,000.00	0.00	0.00	200,000.00
Total Revenues	\$1,095,790.00	\$18,598.90	\$171,179.17	\$526,433.37
SPECIAL PRK & REC REVENUES				
DOG PARK DONATIONS	0.00	0.00	0.00	0.00
FEDERAL GOVERNMENT AID/GRANT	0.00	0.00	0.00	0.00
LOCAL ALCOHOL LIQUOR TAX	170,038.00	0.00	0.00	83,505.09
MISCELLANEOUS REVENUE	0.00	0.00	4,071.00	0.00
TRANSFER FRM CVB RESERVES	0.00	0.00	0.00	0.00
TRANSFER FROM CVB	125,000.00	0.00	0.00	0.00
Total Revenues	\$295,038.00	\$0.00	\$4,071.00	\$83,505.09
SPORTS COMPLEX-REVENUES				
LOCAL SALES TAX	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0.00	5,000.00	0.00	26,000.00
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$5,000.00	\$0.00	\$26,000.00
STORMWATER RSRVE REVENUES				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
TRANSFER FROM STORMWATER MGT	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00

	<u>Budgeted</u> <u>2025</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Collections</u> <u>Current YTD</u>
<u>STORMWATER MANAGEMENT REVENUES</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
STORMWATER FEE	818,101.00	82,767.49	81,488.81	505,217.19
TRANSFER FROM GENERAL FUND	16,500.00	0.00	0.00	16,500.00
TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00
Total Revenues	\$834,601.00	\$82,767.49	\$81,488.81	\$521,717.19
<u>TALLGRASS IV ESCROW-REVENUES</u>				
INTEREST ON INVESTMENTS	0.00	16,046.86	0.00	16,046.86
MISCELLANEOUS REVENUE	0.00	0.00	0.00	1,800,000.00
REC'D FRM RHID PROCEEDS	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$16,046.86	\$0.00	\$1,816,046.86
<u>TALLGRASS RHID-REVENUES</u>				
AD VALOREM PROPERTY TAX	0.00	0.00	0.00	0.00
LOCAL SALES TAX	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
REC'D FRM RHID PROCEEDS	0.00	0.00	0.00	119,537.70
RECEIVED FROM TIF PROCEEDS	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$119,537.70
<u>TDD SLS TAX REVENUES</u>				
LOCAL SALES TAX	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
<u>THE MALL CID-REVENUES</u>				
LOCAL SALES TAX	0.00	25,057.73	21,753.58	147,682.39
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$25,057.73	\$21,753.58	\$147,682.39
<u>USD 489 SLS TX-REVENUES</u>				
LOCAL SALES TAX	0.00	360,717.00	357,991.00	2,293,329.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$360,717.00	\$357,991.00	\$2,293,329.00
<u>VERNIES CID-REVENUE</u>				
LOCAL SALES TAX	0.00	2,558.95	0.00	2,558.95
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$2,558.95	\$0.00	\$2,558.95
<u>WA RECLAMATION RSRVE REVENUES</u>				
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
PRAIRIE ACRES SW TIE IN	0.00	466.91	466.91	1,400.73
TRANSFER FRM WATER RECLAMATION	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$466.91	\$466.91	\$1,400.73

	<u>Budgeted</u> <u>2025</u>	<u>Collections</u> <u>Current Mo.</u>	<u>Collections</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Collections</u> <u>Current YTD</u>
<u>WATER FUND REVENUES</u>				
DEVELOPER CONTRIBUTION	0.00	0.00	0.00	0.00
FEDERAL & STATE GRANTS	0.00	0.00	0.00	0.00
INTEREST ON INVESTMENTS	135,000.00	21,337.16	28,580.48	90,512.91
INTEREST-SALES TAX COLLECTION	0.00	0.00	0.00	0.00
LOCAL SALES TAX	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	10,000.00	100.00	702.98	659.28
NOTE/BOND PROCEEDS	0.00	0.00	0.00	0.00
PENALTY	25,000.00	2,075.44	1,521.24	11,442.53
PRIOR YEAR ENCUMBRANCE	0.00	0.00	0.00	0.00
R-9 RANCH REVENUE	0.00	0.00	0.00	0.00
SEWER SERVICE CHARGES	0.00	0.00	0.00	0.00
STORMWATER FEE	0.00	0.00	0.00	0.00
TAPS-TURN ONS	50,000.00	8,644.08	3,697.96	33,099.38
TRANSFER FROM SOLID WASTE FUND	0.00	0.00	0.00	0.00
TRANSFER FROM SPECIAL HIGHWAY	0.00	0.00	0.00	0.00
TRANSFER FROM WATER SLS TAX	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
WATER SALES	3,823,000.00	311,537.18	307,003.17	2,021,922.47
WATER SALES-CONSERVATION RATE	535,459.00	57,172.58	31,036.06	202,210.89
WATER VIOLATION	0.00	100.00	1,000.00	400.00
Total Revenues	\$4,578,459.00	\$400,966.44	\$373,541.89	\$2,360,247.46
<u>WATER RECLAMATION REVENUES</u>				
INTEREST ON INVESTMENTS	198,000.00	39,053.63	16,936.58	102,299.38
MISCELLANEOUS REVENUE	6,000.00	925.00	1,217.50	13,500.50
PENALTY	20,000.00	2,070.41	1,518.10	11,416.52
SEWER SERVICE CHARGES	5,385,202.00	457,923.06	426,797.60	3,099,589.37
Total Revenues	\$5,609,202.00	\$499,972.10	\$446,469.78	\$3,226,805.77
<u>WATER RESERVE REVENUES</u>				
MISCELLANEOUS REVENUE	0.00	0.00	144,530.50	0.00
TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$144,530.50	\$0.00
<u>WATER SLS TX RESERVE REVENUES</u>				
INTEREST ON INVESTMENTS	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
Grand Totals	\$52,361,664.00	\$5,213,158.73	\$5,458,624.05	\$42,739,260.55

City of Hays Expenditures

Month of July 2025

	<u>Budgeted 2025</u>	<u>Expenses Current Mo.</u>	<u>Expenses Current Mo. Previous Year</u>	<u>Current Year Expenses YTD</u>
<u>48TH/ ROTH AVE CID-EXPENDITURE</u>				
OTHER CONTRACTUAL SERVICES	0.00	37,204.95	37,548.13	106,289.62
Total Expenditures	\$0.00	\$37,204.95	\$37,548.13	\$106,289.62
<u>4TH & FORT RHID-EXPENDITURES</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	19,511.86
Total Expenditures	\$0.00	\$0.00	\$0.00	\$19,511.86
<u>AIRPORT FUND EXPENDITURES</u>				
COMMUNICATION	6,180.00	467.91	373.77	2,811.80
CONTINGENCY	50,000.00	0.00	0.00	22,500.00
ELECTRICITY	42,000.00	5,182.94	2,414.44	19,556.68
GENERAL SUPPLIES & MATERIALS	123,600.00	7,433.82	3,643.96	57,599.39
GRANT FUNDING	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NATURAL GAS	13,770.00	411.43	170.41	8,669.77
NEIGHBORHOOD REVIT REBATE	0.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	77,250.00	2,952.16	2,554.34	51,349.13
OVERTIME	7,280.00	84.94	8.32	4,424.94
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
PROMOTIONAL ITEMS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	82,400.00	1,017.01	1,737.90	29,042.32
SALARIES	382,495.00	29,074.63	23,968.77	217,990.11
SEASONAL/PART TIME	23,816.00	350.00	4,268.80	9,244.56
TAX INCREMENT FINANCING DIST	0.00	0.00	0.00	0.00
TRANSFER TO AIRPORT IMPROVEMEN	418,597.00	0.00	0.00	0.00
TRANSFER TO BOND & INTEREST	0.00	0.00	0.00	0.00
TRANSFER TO EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00
TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00
TRANSFER TO NEW EQUIP. RESERVE	71,258.00	0.00	0.00	71,258.00
TRANSFERS	0.00	0.00	0.00	0.00
TRAVEL & TRAINING	15,000.00	350.00	513.12	5,235.81
UNIFORMS	5,150.00	498.88	119.56	3,952.59
Total Expenditures	\$1,318,796.00	\$47,823.72	\$39,773.39	\$503,635.10

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>AIRPORT IMPR. FUND EXPENDITURE</u>				
-17 GRANT	0.00	0.00	0.00	0.00
-18 GRANT	0.00	0.00	0.00	0.00
-19 GRANT	0.00	0.00	0.00	0.00
-20 GRANT (ARFF BLDG-DESIGN)	0.00	0.00	0.00	0.00
-21 GRANT	0.00	0.00	0.00	0.00
-22 ARFF FACILITY	0.00	0.00	0.00	0.00
-23 ARFF VEHICLE	0.00	0.00	0.00	0.00
-24 GRANT	0.00	0.00	0.00	0.00
-25 GRANT	0.00	0.00	0.00	0.00
-26 GRANT	0.00	0.00	0.00	0.00
-27 GRANT	0.00	0.00	0.00	0.00
-28 GRANT RECONSTRUCT 16/34	0.00	0.00	0.00	0.00
-29 GRANT (SNOW REMOVAL EQUIP)	0.00	0.00	0.00	0.00
-30 GRANT(TERMINAL BLDG DESGN)	0.00	0.00	0.00	0.00
-31 GRANT(TERM. BLDG. RENOV)	0.00	0.00	0.00	0.00
-32 GRANT	0.00	0.00	0.00	0.00
-33 GRANT	0.00	0.00	0.00	0.00
-34 GRANT-WILDLIFE FENCE	0.00	0.00	0.00	0.00
-35 GRANT (TAXIWAY I)	0.00	0.00	0.00	0.00
-36 GRANT REHAB N TERMINAL APR	0.00	0.00	0.00	0.00
-37 GRANT	0.00	0.00	0.00	0.00
-38 GRANT-RW 4-22 LIGHT REHAB	0.00	0.00	0.00	0.00
-40 GRANT	0.00	0.00	0.00	0.00
-41 LAND ACQUISITION	0.00	0.00	11,673.00	0.00
-43 GRANT	0.00	0.00	0.00	0.00
-45 GRANT	0.00	0.00	0.00	0.00
-47 GRANT	0.00	0.00	34,008.00	0.00
2023-27 KHP HANGAR	0.00	1,310.98	0.00	42,004.10
48 CROSSWIND RUNWAY	0.00	0.00	0.00	1,363.51
49 CROSSWIND RUNWAY	0.00	0.00	0.00	1,636.49
AIRPORT FUEL FARM 2021-41	0.00	0.00	0.00	0.00
COMMUNICATION	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
PARKING LOT EXPANSION	0.00	3,000.00	0.00	10,000.00
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$4,310.98	\$45,681.00	\$55,004.10
<u>AMERICAN RESCUE PLAN ACT-EXPEN</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>BALLFIELD MAINTENANCE</u>				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CHEMICALS	10,000.00	0.00	0.00	6,437.68
COMMUNICATION	500.00	31.41	26.29	187.64
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	1,500.00	186.76	110.97	652.72
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	11,500.00	233.19	204.53	2,035.71
NATURAL GAS	0.00	0.00	0.00	0.00
NEW EQUIPMENT	4,200.00	0.00	0.00	2,909.90
OTHER CONTRACTUAL SERVICES	23,500.00	171.62	3,945.61	593.97
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	2,300.00	0.00	117.00	90.00
REPAIRS TO BLDGS & STRUCTURES	5,500.00	53.22	110.51	3,520.35
TRAVEL & TRAINING	600.00	0.00	0.00	48.00
UNIFORMS	0.00	0.00	0.00	0.00
Total Expenditures	\$59,600.00	\$676.20	\$4,514.91	\$16,475.97

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>BICKLE-SCHMIDT SPORTS COMPLEX</u>				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CHEMICALS	24,000.00	0.00	0.00	13,901.44
COMMUNICATION	400.00	24.41	19.29	145.64
CONTINGENCY	0.00	0.00	0.00	0.00
ELECTRICITY	0.00	0.00	6,884.81	0.00
EQUIPMENT EXPENSE	2,500.00	53.22	249.17	1,098.38
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	376.19	0.00
EQUIPMENT EXPENSE	0.00	0.00	376.19	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	0.00	40.48	0.00
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	750.00	58.78	1,253.98	-17.10
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	0.00	0.00	0.00
FUEL EXPENSE	0.00	0.00	97.96	118.21
GENERAL SUPPLIES & MATERIALS	43,000.00	553.01	1,189.38	18,070.84
NATURAL GAS	0.00	0.00	37.93	0.00
NEW EQUIPMENT	18,000.00	0.00	0.00	13,498.78
OFFICE SUPPLIES	300.00	0.00	0.00	77.04
OTHER CONTRACTUAL SERVICES	52,500.00	385.95	354.43	11,548.71
OVERTIME	1,000.00	149.84	0.00	379.23
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	2,000.00	0.00	0.00	450.00
REPAIRS TO BLDGS & STRUCTURES	20,500.00	458.61	4,146.28	7,302.13
SALARIES	46,185.00	3,415.24	2,649.96	25,614.33
SEASONAL/PART TIME	29,500.00	6,838.76	8,311.74	16,211.79
TRANSFER TO NEW EQUIP. RESERVE	0.00	0.00	0.00	0.00
TRAVEL & TRAINING	0.00	0.00	0.00	0.00
UNIFORMS	1,100.00	54.64	52.32	548.55
Total Expenditures	\$241,735.00	\$11,992.46	\$26,040.11	\$108,947.97

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>BOND & INTEREST EXPENDITURES</u>				
BOND PRINCIPAL	1,141,000.00	0.00	0.00	0.00
CASH BASIS RESERVE	200,000.00	0.00	0.00	0.00
ECONOMIC DEVELOPMENT BONDS	0.00	0.00	0.00	0.00
INTEREST COUPONS	615,738.00	0.00	0.00	154,778.83
INTEREST ON TEMPORARY NOTE	0.00	0.00	0.00	0.00
INTEREST ON TIF	0.00	0.00	0.00	0.00
LEVY STABILIZATION	0.00	0.00	0.00	0.00
NEIGHBORHOOD REVIT REBATE	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
TAX INCREMENT FINANCING DIST	0.00	0.00	0.00	0.00
TEMPORARY NOTES	679,000.00	0.00	0.00	0.00
TRANSFER TO RESERVE FOR TIF	0.00	0.00	0.00	0.00
Total Expenditures	\$2,635,738.00	\$0.00	\$0.00	\$154,778.83

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
CAPITAL PROJECTS EXPENDITURES				
13TH HAYSHIGH TO COMMERCE PKWY	0.00	0.00	0.00	60.00
13TH ST. MAIN TO MILNER	0.00	0.00	0.00	0.00
2005 WATERLINE IMPRV. 2004-04	0.00	0.00	0.00	0.00
2005 WATERLINE IMPRV. 2004-04	0.00	0.00	0.00	0.00
2005 WATERLINE IMPRV. 2004-04	0.00	0.00	0.00	0.00
2005 WATERLINE IMPRV. 2004-04	0.00	0.00	0.00	0.00
2005 WATERLINE IMPRV. 2004-04	0.00	0.00	0.00	0.00
2005 WATERLINE IMPRV. 2004-04	0.00	0.00	0.00	0.00
2007 ST IMPROVEMENTS(2006-11)	0.00	0.00	0.00	0.00
2007 ST IMPROVEMENTS(2006-11)	0.00	0.00	0.00	0.00
2007 ST IMPROVEMENTS(2006-11)	0.00	0.00	0.00	0.00
2007 ST IMPROVEMENTS(2006-11)	0.00	0.00	0.00	0.00
2007 ST IMPROVEMENTS(2006-11)	0.00	0.00	0.00	0.00
2007-13 SKYLINE DR RAIN GARDEN	0.00	0.00	0.00	0.00
2007-14 VINE ST (13TH TO 27TH)	0.00	0.00	0.00	0.00
2007-14 VINE ST (13TH TO 27TH)	0.00	0.00	0.00	0.00
2008-22 LINCOLN DRAW TUNNEL	0.00	0.00	0.00	0.00
2008-29 HEART OF AMERICA 1ST	0.00	0.00	0.00	0.00
2012 ST. MAINTENANCE(2011-25)	0.00	0.00	0.00	0.00
2016 ST. MAINT. PROJECTS	0.00	0.00	0.00	0.00
22ND ST. CONSTRUCTION	0.00	0.00	0.00	0.00
22ND ST. CONSTRUCTION	0.00	0.00	0.00	0.00
22ND ST. CONSTRUCTION	0.00	0.00	0.00	0.00
22ND ST. CONSTRUCTION	0.00	0.00	0.00	0.00
22ND ST. CONSTRUCTION	0.00	0.00	0.00	0.00
230 TH / 55 TH PROJECT 2020-19	0.00	0.00	0.00	0.00
27TH & CANTERBURY ROUNDABOUT	0.00	0.00	0.00	0.00
27TH ST--HALL TO FORT	0.00	0.00	0.00	0.00
32ND/33RD VINE TO WILLOW	0.00	545,287.54	18,500.00	760,964.23
41st ST ECONOMIC DEV. GRANT	0.00	0.00	0.00	0.00
41st ST ECONOMIC DEV. GRANT	0.00	0.00	0.00	0.00
41st ST ECONOMIC DEV. GRANT	0.00	0.00	0.00	0.00
41st ST ECONOMIC DEV. GRANT	0.00	0.00	0.00	0.00
41st ST ECONOMIC DEV. GRANT	0.00	0.00	0.00	0.00
41ST ST FIRE STATION	0.00	0.00	3,507.88	12,099.24
41ST ST. HALL/183 PYPASS	0.00	0.00	0.00	0.00
41ST ST. HALL/183 PYPASS	0.00	0.00	0.00	0.00
41ST ST. HALL/183 PYPASS	0.00	0.00	0.00	0.00
41ST ST. HALL/183 PYPASS	0.00	0.00	0.00	0.00
41ST/STRMWTR DIVERSION	0.00	0.00	0.00	0.00
43RD ST STORMWATER DIVERSION	0.00	0.00	0.00	0.00
43RD ST STORMWATER DIVERSION	0.00	0.00	0.00	0.00
43RD ST STORMWATER DIVERSION	0.00	0.00	0.00	0.00
43RD ST STORMWATER DIVERSION	0.00	0.00	0.00	0.00
43RD ST STORMWATER DIVERSION	0.00	0.00	0.00	0.00
43rd/45th ST RECONSTRUCT	0.00	0.00	0.00	0.00
46TH ST 2ND ADD PHASE II	0.00	0.00	0.00	0.00
46th ST FIRST ADD. PHASE 2	0.00	0.00	0.00	0.00
46TH ST. SECOND ADDITION	0.00	0.00	0.00	0.00
8TH ST IMPROVEMENT 2016-18	0.00	0.00	0.00	0.00
8TH ST. RECONSTRUCT	0.00	0.00	0.00	0.00
8TH ST. RECONSTRUCT	0.00	0.00	0.00	0.00
8TH ST. RECONSTRUCT	0.00	0.00	0.00	0.00
8TH ST. RECONSTRUCT	0.00	0.00	0.00	0.00
ALLEN ST. 8TH TO VINE	0.00	0.00	0.00	0.00
AMI WATER METERS	0.00	5,700.00	0.00	50,495.10
ASH, ELM & 4TH RECONSTRUCT	0.00	0.00	0.00	0.00
BIKE HAYS - LEVEE TRAIL	0.00	0.00	0.00	0.00
BIKE HAYS-ON-STREET BIKE ROUTE	0.00	0.00	0.00	0.00
CARES PROJECT	0.00	0.00	0.00	0.00
CARES PROJECT	0.00	0.00	0.00	0.00

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
CARES PROJECT	0.00	0.00	0.00	0.00
CARES PROJECT	0.00	0.00	0.00	0.00
CARES PROJECT	0.00	0.00	0.00	0.00
CARES PROJECT	0.00	0.00	0.00	0.00
CARES PROJECT	0.00	0.00	0.00	0.00
CARES PROJECT	0.00	0.00	0.00	0.00
CARES PROJECT	0.00	0.00	0.00	0.00
CITY HALL 2ND FLOOR	0.00	0.00	0.00	0.00
CORR MGT-REVERSE ACCESS 48-55	0.00	0.00	0.00	0.00
CORR MGT-REVERSE ACCESS 48-55	0.00	0.00	0.00	0.00
CORR MGT-REVERSE ACCESS 48-55	0.00	0.00	0.00	0.00
CORR MGT-REVERSE ACCESS 48-55	0.00	0.00	0.00	0.00
CORR MGT-REVERSE ACCESS 48-55	0.00	0.00	0.00	0.00
COVENANT PLACE ADDITION	0.00	0.00	0.00	0.00
COVENANT PLACE ADDITION	0.00	0.00	0.00	0.00
COVENANT PLACE ADDITION	0.00	0.00	0.00	0.00
COVENANT PLACE ADDITION	0.00	0.00	0.00	0.00
COVENANT PLACE ADDITION	0.00	0.00	0.00	0.00
CVB/WELCOME CENTER PROJECT	0.00	0.00	0.00	0.00
EAST 41ST IMPROV/VINEYARD PRK	0.00	0.00	0.00	0.00
EAST 55TH ST IMPROVEMENTS	0.00	0.00	0.00	0.00
EAST 55TH ST IMPROVEMENTS	0.00	0.00	0.00	0.00
EAST 55TH ST IMPROVEMENTS	0.00	0.00	0.00	0.00
EAST 55TH ST IMPROVEMENTS	0.00	0.00	0.00	0.00
EXIT 161	0.00	0.00	0.00	0.00
FIRE/RESCUE TRAINING FACILITY	0.00	0.00	0.00	10,820.89
FLOOD CONTROL PROJECTS	0.00	0.00	0.00	0.00
FORT ST. PAVEMENT	0.00	0.00	0.00	0.00
G. B. EST 2ND -PHASE II-VISTA	0.00	0.00	0.00	0.00
GB 8TH REPLAT LOT 2 BLK 9	0.00	0.00	0.00	0.00
GOLDEN BELT EST 3RD ADDITION	0.00	0.00	0.00	0.00
GOLDEN BELT EST 3RD ADDITION	0.00	0.00	0.00	0.00
GOLDEN BELT EST 3RD ADDITION	0.00	0.00	0.00	0.00
GOLDEN BELT EST 3RD ADDITION	0.00	0.00	0.00	0.00
GOLDEN BELT EST 3RD ADDITION	0.00	0.00	0.00	0.00
GOLDEN BELT EST 3RD ADDITION	0.00	0.00	0.00	0.00
GOLDEN BELT EST. 4TH ADDITION	0.00	0.00	0.00	0.00
GOLDEN BELT EST. 5TH ADD	0.00	0.00	0.00	0.00
GOLDEN BELT ESTATES 2ND ADD.	0.00	0.00	0.00	0.00
GOLDEN BELT ESTATES 2ND ADD.	0.00	0.00	0.00	0.00
GOLDEN BELT ESTATES 2ND ADD.	0.00	0.00	0.00	0.00
GOLDEN BELT ESTATES 2ND ADD.	0.00	0.00	0.00	0.00
GOLDEN BELT ESTATES 2ND ADD.	0.00	0.00	0.00	0.00
HAIL CLAIMS	0.00	0.00	0.00	1,003,396.44
HEART OF AMERICA 2ND ADDITION	0.00	0.00	0.00	0.00
HOME DEPOT ECONOMIC DEV GRANT	0.00	0.00	0.00	0.00
HOME DEPOT OFF-SITE	0.00	0.00	0.00	0.00
HOME DEPOT OFF-SITE	0.00	0.00	0.00	0.00
HOME DEPOT OFF-SITE	0.00	0.00	0.00	0.00
HOME DEPOT OFF-SITE	0.00	0.00	0.00	0.00
I-70 WELCOME SIGNS	0.00	0.00	0.00	0.00
INTERNAL IMPROVEMENTS	0.00	0.00	0.00	0.00
KING'S GATE 1ST ADD PHASE 1	0.00	0.00	0.00	0.00
KING'S GATE 1ST ADD PHASE 1	0.00	0.00	0.00	0.00
KING'S GATE 1ST ADD PHASE 1	0.00	0.00	0.00	0.00
KING'S GATE 1ST ADD, PHASE II	0.00	0.00	0.00	0.00
KING'S GATE PARK(SBD)	0.00	0.00	0.00	0.00
KING'S GATE SECOND ADDITION	0.00	0.00	0.00	0.00
LIFE INSURANCE PROCEEDS	0.00	0.00	0.00	0.00
OAK ST WA/LINE-#2016-10	0.00	0.00	0.00	0.00

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
PAVILION	0.00	0.00	0.00	0.00
PD DESIGN/BUILD	0.00	46,000.00	0.00	657,769.00
REPLAT OF 46TH ST FIRST ADD.	0.00	0.00	0.00	0.00
REPLAT OF 46TH ST FIRST ADD.	0.00	0.00	0.00	0.00
REPLAT OF 46TH ST FIRST ADD.	0.00	0.00	0.00	0.00
REPLAT OF 46TH ST FIRST ADD.	0.00	0.00	0.00	0.00
REPLAT OF 46TH ST FIRST ADD.	0.00	0.00	0.00	0.00
S & W ALLEY	0.00	0.00	0.00	0.00
SHERMAN WA LINE IMPROVEMENTS	0.00	0.00	0.00	0.00
SHERMAN WA LINE IMPROVEMENTS	0.00	0.00	0.00	0.00
SHERMAN WA LINE IMPROVEMENTS	0.00	0.00	0.00	0.00
SHERMAN WA LINE IMPROVEMENTS	0.00	0.00	0.00	0.00
SHERMAN WA LINE IMPROVEMENTS	0.00	0.00	0.00	0.00
STORM SW LINING COH-2014-04	0.00	0.00	0.00	0.00
SYSTEM ENHANCEMENT (2000-19)	0.00	0.00	0.00	0.00
SYSTEM ENHANCEMENT (2000-19)	0.00	0.00	0.00	0.00
SYSTEM ENHANCEMENT (2000-19)	0.00	0.00	0.00	0.00
SYSTEM ENHANCEMENT (2000-19)	0.00	0.00	0.00	0.00
SYSTEM ENHANCEMENT (2000-19)	0.00	0.00	0.00	0.00
TALLGRASS 4TH RHID	0.00	24,985.00	0.00	124,925.00
TALLGRASS ADD. PHASE IV	0.00	0.00	0.00	0.00
TALLGRASS ADD. PHASE IV	0.00	0.00	0.00	0.00
TALLGRASS ADD. PHASE IV	0.00	0.00	0.00	0.00
TALLGRASS ADD. PHASE IV	0.00	0.00	0.00	0.00
TALLGRASS ADD. PHASE IV	0.00	0.00	0.00	0.00
TALLGRASS ADDITION PHASE V	0.00	0.00	0.00	0.00
THE GROVE-RHID	0.00	0.00	24,285.00	600.00
TRAFFIC SIGNAL UPGRADE-13/CANT	0.00	0.00	0.00	0.00
TRANSFER TO BOND & INTEREST	0.00	0.00	0.00	0.00
TRANSFER TO SP HIGHWAY	0.00	0.00	0.00	0.00
TRANSFER TO WATER FUND	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
TRNSFR TO WATER RECLAMATION	0.00	0.00	0.00	0.00
UTILITIES MAINTENANCE FACILITY	0.00	0.00	0.00	0.00
VINE RECONSTRUCT 13TH/BYPASS	0.00	0.00	0.00	0.00
VINE ST 13TH--- 22ND 2012-05	0.00	0.00	0.00	0.00
VINE ST 13TH--- 22ND 2012-05	0.00	0.00	0.00	0.00
VINE ST 13TH--- 22ND 2012-05	0.00	0.00	0.00	0.00
VINE ST. ROUNDABOUTS	0.00	0.00	0.00	0.00
WATER/SEWER-- GEN. HAYS RD	0.00	0.00	0.00	0.00
WELCOME BANNERS	0.00	0.00	0.00	0.00
WHEATLAND LOTS	0.00	0.00	0.00	0.00
WW PLANT RECONSTRUCT	0.00	0.00	0.00	0.00
WW PLANT UPGRADES -- 2004-34	0.00	0.00	0.00	0.00
WW PLANT UPGRADES -- 2004-34	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$621,972.54	\$46,292.88	\$2,621,129.90

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>CEMETERIES</u>				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CHEMICALS	4,500.00	0.00	0.00	3,773.99
COMMUNICATION	500.00	36.46	36.26	218.47
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	1,700.00	566.45	151.09	1,195.51
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	5,000.00	60.35	98.90	1,317.69
NEW EQUIPMENT	3,700.00	0.00	0.00	3,022.42
OTHER CONTRACTUAL SERVICES	2,000.00	136.00	3,306.90	1,703.20
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	200.00	0.00	0.00	161.75
REPAIRS TO BLDGS & STRUCTURES	1,500.00	0.00	65.63	424.36
TRAVEL & TRAINING	0.00	0.00	0.00	0.00
UNIFORMS	0.00	0.00	0.00	0.00
Total Expenditures	\$19,100.00	\$799.26	\$3,658.78	\$11,817.39
<u>CITY ATTORNEY</u>				
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	1,320.00	0.00	0.00	304.00
PROFESSIONAL SERVICES	170,000.00	19,595.00	20,882.25	122,724.96
Total Expenditures	\$171,320.00	\$19,595.00	\$20,882.25	\$123,028.96
<u>CITY COMMISSION</u>				
COMMUNICATION	0.00	0.00	0.00	0.00
FINANCIAL POLICY PROJ-CAPITAL	2,200,614.00	0.00	0.00	0.00
FINANCIAL POLICY PROJ-CAPITAL	0.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	2,505.00	27.00	461.50	615.82
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	1,300.00	0.00	0.00	469.63
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	63,000.00	5,067.50	5,250.00	38,006.25
TRAVEL & TRAINING	30,400.00	0.00	367.66	32,140.82
Total Expenditures	\$2,297,819.00	\$5,094.50	\$6,079.16	\$71,232.52
<u>CITY MANAGER</u>				
COMMUNICATION	7,400.00	453.49	345.81	5,147.96
CONTINGENCY	75,000.00	0.00	338.08	3,490.95
EXPENSE ALLOWANCE-CAR	0.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	400.00	17.88	0.00	17.88
INTERNSHIP	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	0.00	0.00	0.00
ORGANIZATION DEVELOPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	75,160.00	5,086.33	1,000.00	50,457.80
OVERTIME	2,000.00	0.00	13.09	755.11
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	521,872.00	39,547.11	34,966.25	294,767.89
TRAVEL & TRAINING	22,150.00	4,356.26	469.95	8,306.71
Total Expenditures	\$703,982.00	\$49,461.07	\$37,133.18	\$362,944.30

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>COMMUNICATIONS</u>				
COMMUNICATION	0.00	0.00	36.26	0.00
CONTINGENCY	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	301,601.00	0.00	0.00	0.00
OVERTIME	0.00	0.00	0.00	0.00
SALARIES	0.00	0.00	0.00	0.00
TRAVEL & TRAINING	0.00	0.00	0.00	0.00
UNIFORMS	0.00	0.00	0.00	0.00
Total Expenditures	\$301,601.00	\$0.00	\$36.26	\$0.00
<u>CTY COMMISSION CPTL RSRV EXPEN</u>				
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	36,760.07	67,000.00	1,720,039.82
TRANSFER TO AIRPORT IMPROVEMEN	0.00	0.00	0.00	0.00
TRANSFER TO EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$36,760.07	\$67,000.00	\$1,720,039.82
<u>CVB EXPENDITURES</u>				
ADVERTISING	170,000.00	16,506.64	17,044.74	104,162.54
AIRPORT MARKETING	35,000.00	2,620.00	2,375.00	7,590.99
COMMUNICATION	7,500.00	362.29	295.24	2,180.49
CONTINGENCY	35,000.00	0.00	0.00	0.00
DEBT SERVICES	338,759.00	0.00	0.00	0.00
ELECTRICITY	8,000.00	1,236.58	423.45	2,972.24
GENERAL SUPPLIES & MATERIALS	5,000.00	60.14	101.30	1,072.35
GRANT FUNDING	0.00	0.00	0.00	0.00
HOSPITALITY	20,000.00	1,166.32	1,867.44	20,065.44
INTERNSHIP	15,246.00	0.00	0.00	4,695.59
LEGAL PUBLICATIONS & PRINTING	24,000.00	900.45	1,703.34	9,936.10
NATURAL GAS	1,500.00	111.61	45.03	854.68
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	5,000.00	580.09	463.42	2,068.17
OTHER CONTRACTUAL SERVICES	72,000.00	6,459.46	4,555.61	51,887.85
OUTSIDE AGENCIES	108,666.00	0.00	0.00	108,666.00
OVERTIME	2,500.00	58.42	56.46	2,979.46
PROJECTS	0.00	0.00	0.00	0.00
PROMOTIONAL ITEMS	22,000.00	1,389.26	3,936.53	10,003.80
RENTALS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	12,500.00	10,721.22	544.26	13,475.01
SALARIES	320,855.00	24,753.46	21,839.87	171,290.38
SEASONAL/PART TIME	8,000.00	1,122.00	1,260.00	3,111.00
TRANSFER TO AIRPORT	0.00	0.00	0.00	0.00
TRANSFER TO EMPLOYEE BENEFIT	109,445.00	0.00	0.00	0.00
TRANSFER TO GENERAL FUND	197,348.00	0.00	0.00	0.00
TRANSFER TO NEW EQUIP. RESERVE	2,066.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
TRAVEL & TRAINING	20,000.00	4,972.30	2,006.60	13,361.80
TRNSFR TO CVB RESERVES	40,081.00	0.00	0.00	0.00
TRNSFR TO SINKING FUND	78,098.00	0.00	0.00	0.00
TRNSFR TO SPECIAL PARK/RECREAT	125,000.00	0.00	0.00	0.00
WEBSITE	8,700.00	0.00	0.00	0.00
Total Expenditures	\$1,792,264.00	\$73,020.24	\$58,518.29	\$530,373.89
<u>CVB RESERVES EXPENDITURES</u>				
OTHER CONTRACTUAL SERVICES	0.00	44,773.00	0.00	44,773.00
TRNSFR TO SPECIAL PARK/RECREAT	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$44,773.00	\$0.00	\$44,773.00

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>CVB SINKING FUND EXPENDITURES</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
<u>DOJ-EXPENDITURES</u>				
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
<u>ECONOMIC DEVELOPMENT</u>				
DOWNTOWN DEVELOPMENT CORP.	0.00	0.00	0.00	0.00
JOB BOUNTY	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	295,000.00	0.00	0.00	323,357.57
Total Expenditures	\$295,000.00	\$0.00	\$0.00	\$323,357.57
<u>ECONOMIC DEVELOPMENT EXPENDITURE</u>				
OTHER CONTRACTUAL SERVICES	0.00	77,310.00	0.00	82,310.00
Total Expenditures	\$0.00	\$77,310.00	\$0.00	\$82,310.00
<u>ELLIS CO. SALES TAX-EXPENDITURE</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
<u>EMPLOYEE BENEFIT EXPENDITURES</u>				
CONTINGENCY	475,000.00	0.00	0.00	0.00
EMPLOYEE RETIREMENT	1,947,577.00	147,671.23	131,556.72	1,077,637.05
HEALTH INSURANCE	2,013,000.00	277,816.38	102,011.43	1,251,373.35
NEIGHBORHOOD REVIT REBATE	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	81,864.00	4,714.11	5,362.00	33,267.08
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
SOCIAL SECURITY	947,800.00	73,334.70	69,021.30	513,302.83
TAX INCREMENT FINANCING DIST	0.00	0.00	0.00	0.00
TRANSFER TO BOND & INTEREST	0.00	0.00	0.00	0.00
TRANSFER TO RISK MANAGEMENT	0.00	0.00	0.00	0.00
UNEMPLOYMENT COMPENSATION	12,865.00	3,311.90	3,170.44	9,634.29
WORKERS COMPENSATION	194,682.00	0.00	0.00	149,866.00
Total Expenditures	\$5,672,788.00	\$506,848.32	\$311,121.89	\$3,035,080.60
<u>FINANCE/CITY CLERK</u>				
COMMUNICATION	3,950.00	326.56	298.03	1,960.83
CONTINGENCY	5,000.00	0.00	1,142.77	1,594.98
GENERAL SUPPLIES & MATERIALS	1,675.00	351.58	112.85	1,700.47
INSURANCE & SURETY BONDS	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	1,000.00	0.00	0.00	107.64
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	7,500.00	37.82	1,023.66	1,659.18
OVERTIME	700.00	61.01	356.10	2,073.73
PROFESSIONAL SERVICES	34,030.00	0.00	0.00	33,930.00
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	384,937.00	28,597.00	31,515.47	228,211.88
TRAVEL & TRAINING	11,050.00	811.43	744.97	1,351.47
Total Expenditures	\$449,842.00	\$30,185.40	\$35,193.85	\$272,590.18

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
FIRE DEPARTMENT				
COMMUNICATION	19,500.00	759.81	743.48	5,285.64
CONTINGENCY	5,000.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	66,000.00	162.92	2,215.35	4,682.59
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	1,369.91
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	60.23
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	950.13	4,449.15
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	1,650.34
EQUIPMENT EXPENSE	0.00	0.00	0.00	742.30
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	5,002.33	5,522.01
EQUIPMENT EXPENSE	0.00	11.40	0.00	80.90
EQUIPMENT EXPENSE	0.00	213.75	0.00	6,536.58
EQUIPMENT EXPENSE	0.00	0.00	0.00	99.11
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	70.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	985.16
GENERAL SUPPLIES & MATERIALS	60,000.00	3,128.60	2,868.39	25,558.34
GRANT FUNDING	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	500.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	4,000.00	50.00	0.00	1,279.33
OVERTIME	175,328.00	13,762.62	14,491.92	108,146.09
PAID PER CALL	24,205.00	766.64	599.89	6,858.43
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	37,500.00	459.75	5,532.80	3,734.87
SALARIES	1,480,906.00	103,573.24	107,005.67	785,530.43
TRAINING CERTIFICATION	0.00	0.00	0.00	0.00
TRAVEL & TRAINING	42,500.00	1,017.06	7,554.09	14,453.44
UNIFORMS	9,000.00	250.99	7.00	6,826.60
Total Expenditures	\$1,924,439.00	\$124,156.78	\$146,971.05	\$983,921.45
FIRE INS TRUST EXPENDITURES				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
FLEET MAINTENANCE				
Total Expenditures	\$841,899.00	\$57,201.07	\$70,153.98	\$457,315.26
FRONTIER APTS RHID-EXPENDITURE				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	12,152.17
Total Expenditures	\$0.00	\$0.00	\$0.00	\$12,152.17

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
GOLF COURSE				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CHEMICALS	78,000.00	0.00	2,901.75	65,096.89
COMMUNICATION	3,100.00	255.52	191.09	1,567.00
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	2,000.00	27.59	406.19	663.85
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	32,100.00	3,370.22	2,268.67	19,899.13
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NATURAL GAS	0.00	0.00	0.00	0.00
NEW EQUIPMENT	17,000.00	238.99	0.00	16,542.28
OFFICE SUPPLIES	1,000.00	93.39	0.00	673.39
OTHER CONTRACTUAL SERVICES	51,750.00	3,666.64	3,011.35	22,811.76
OVERTIME	12,731.00	1,929.27	1,747.03	6,998.67
PRO SHOP CR CARD ACTIVITY	0.00	143.81	2,466.50	-4,290.98
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	2,000.00	0.00	0.00	270.00
REPAIRS TO BLDGS & STRUCTURES	31,900.00	7,452.62	1,910.21	31,439.19
SALARIES	176,850.00	13,081.63	12,835.70	100,253.86
SEASONAL/PART TIME	84,253.00	17,657.81	13,151.84	50,764.87
TRAVEL & TRAINING	2,100.00	0.00	0.00	24.00
UNIFORMS	2,400.00	253.32	63.00	1,467.05
Total Expenditures	\$497,184.00	\$48,170.81	\$40,953.33	\$314,180.96
GOLF COURSE IMPR. EXPENDITURES				
GENERAL SUPPLIES & MATERIALS	0.00	0.00	-150.00	1,548.50
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	-\$150.00	\$1,548.50
H DEPOT ECON DEV BND-EXPENDITURE				
BOND PRINCIPAL	0.00	0.00	0.00	0.00
FUND CLOSE TRANSFER	0.00	0.00	0.00	0.00
INTEREST COUPONS	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
HAYS EXTENDED STAY CID-EXPENDITURE				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	29,530.10
Total Expenditures	\$0.00	\$0.00	\$0.00	\$29,530.10
HILTON GARDEN INN-EXPENDITURES				
OTHER CONTRACTUAL SERVICES	0.00	54,431.05	67,801.46	459,828.43
Total Expenditures	\$0.00	\$54,431.05	\$67,801.46	\$459,828.43

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
HUMAN RESOURCES				
COMMUNICATION	1,320.00	134.96	96.31	805.52
LEGAL PUBLICATIONS & PRINTING	8,000.00	104.05	78.28	1,499.54
ORGANIZATION DEVELOPMENT	34,135.00	268.77	1,020.78	5,236.44
OTHER CONTRACTUAL SERVICES	1,345.00	120.00	176.00	647.00
OVERTIME	250.00	204.71	0.00	278.35
PROFESSIONAL SERVICES	61,895.00	4,664.82	3,396.04	29,572.87
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	170,534.00	12,973.08	11,846.48	92,298.60
TRAVEL & TRAINING	11,210.00	0.00	477.12	30.45
Total Expenditures	\$288,689.00	\$18,470.39	\$17,091.01	\$130,368.77
INFORMATION TECHNOLOGY				
COMMUNICATION	5,805.00	367.00	374.05	2,201.08
EQUIPMENT EXPENSE	11,250.00	319.03	422.89	4,789.59
GENERAL SUPPLIES & MATERIALS	3,500.00	155.82	163.15	921.08
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NEW EQUIPMENT	31,460.00	0.00	0.00	11,400.82
OFFICE SUPPLIES	6,550.00	345.79	166.91	2,663.62
OTHER CONTRACTUAL SERVICES	431,125.00	21,448.63	20,690.15	320,706.14
OVERTIME	2,600.00	102.05	205.04	839.04
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	509,213.00	36,418.37	35,518.05	277,189.36
TRAVEL & TRAINING	16,450.00	299.88	11,439.97	2,751.19
Total Expenditures	\$1,017,953.00	\$59,456.57	\$68,980.21	\$623,461.92
INTERGOVERNMENTAL ACCOUNT				
COMMUNICATION	69,000.00	5,132.99	9,127.57	43,538.48
ELECTRICITY	455,000.00	79,709.60	56,708.14	268,458.71
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	0.00	0.00	0.00	0.00
INSURANCE & SURETY BONDS	515,000.00	38,650.03	429,192.79	619,870.03
NATURAL GAS	25,000.00	1,194.39	436.44	20,340.25
OFFICE SUPPLIES	25,000.00	253.54	498.00	2,814.90
OTHER CONTRACTUAL SERVICES	40,000.00	5,929.53	4,807.14	34,567.94
Total Expenditures	\$1,129,000.00	\$130,870.08	\$500,770.08	\$989,590.31
LAW ENFORCEMENT TRUST-EXPENDIT				
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	1,178.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$1,178.00
LIBRARY EMP. BENEFIT EXPENDITU				
NEIGHBORHOOD REVIT REBATE	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	277,669.00	0.00	0.00	271,000.00
TAX INCREMENT FINANCING DIST	0.00	0.00	0.00	0.00
Total Expenditures	\$277,669.00	\$0.00	\$0.00	\$271,000.00
LIBRARY FUND EXPENDITURES				
NEIGHBORHOOD REVIT REBATE	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	2,022,142.00	0.00	0.00	1,945,000.00
TAX INCREMENT FINANCING DIST	0.00	0.00	0.00	0.00
Total Expenditures	\$2,022,142.00	\$0.00	\$0.00	\$1,945,000.00
MUNICIPAL COURT				
INSURANCE & SURETY BONDS	0.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	1,500.00	0.00	6.97	608.17
OTHER CONTRACTUAL SERVICES	6,500.00	351.90	354.07	1,842.24
OVERTIME	500.00	0.00	0.00	7.46
PROFESSIONAL SERVICES	71,400.00	2,100.00	1,800.00	13,200.00
PROJECTS	0.00	0.00	0.00	0.00
SAFE RIDE	0.00	0.00	0.00	0.00
SALARIES	95,003.00	5,326.55	5,976.81	41,921.57
TRAVEL & TRAINING	1,500.00	0.00	0.00	451.13
Total Expenditures	\$176,403.00	\$7,778.45	\$8,137.85	\$58,030.57

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
MUNICIPAL COURT AGENCY-EXPEND				
ADSAP -- 10%	0.00	0.00	0.00	0.00
ADSAP/EVALUATION FEE	0.00	0.00	0.00	0.00
BOND ACCOUNT	0.00	0.00	635.00	1,685.00
COURT FINES	0.00	0.00	0.00	0.00
DEU COLLECTIONS	0.00	0.00	45.00	0.00
KBI LAB FEES	0.00	0.00	2,584.62	3,138.46
OTHER CONTRACTUAL SERVICES	0.00	40.00	0.00	40.00
RESTITUTION	0.00	8.49	2,517.83	3,613.74
SAFERIDE	0.00	0.00	0.00	0.00
STATE FEES	0.00	4,629.85	4,049.14	28,226.16
Total Expenditures	\$0.00	\$4,678.34	\$9,831.59	\$36,703.36
NEW EQUIP. RESERVE EXPENDITURES				
CONTINGENCY	0.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	148,156.04	1,309.73	542,128.62
NEW EQUIPMENT	0.00	37,150.00	488,189.00	115,202.00
NEW EQUIPMENT	0.00	347.63	91,495.80	66,154.16
Total Expenditures	\$0.00	\$185,653.67	\$580,994.53	\$723,484.78
OPIOID EXPENDITURES				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
P.W.-GENERAL ADMINISTRATION				
COMMUNICATION	10,500.00	716.93	694.40	4,298.47
CONTINGENCY	5,000.00	830.55	0.00	2,131.80
GENERAL SUPPLIES & MATERIALS	4,500.00	965.99	59.97	2,521.03
OFFICE SUPPLIES	4,000.00	187.54	277.06	853.77
OTHER CONTRACTUAL SERVICES	10,000.00	775.00	775.00	5,494.16
OVERTIME	250.00	0.00	0.00	0.00
PROFESSIONAL SERVICES	25,000.00	1,000.00	3,600.00	4,372.36
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	167,602.00	13,858.84	11,873.76	95,652.03
TRAVEL & TRAINING	6,000.00	0.00	0.00	1,115.00
Total Expenditures	\$232,852.00	\$18,334.85	\$17,280.19	\$116,438.62
PARK DEVELOPMENT EXPENDITURES				
CONTINGENCY	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
PARKS & PLAYGROUNDS				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CHEMICALS	39,000.00	899.85	2,287.65	31,226.70
COMMUNICATION	5,000.00	275.66	253.32	1,658.43
CONTINGENCY	5,000.00	156.31	0.00	689.32
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	11,100.00	348.10	91.54	6,745.60
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	52,300.00	4,496.45	4,160.24	31,674.21
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NATURAL GAS	0.00	0.00	0.00	0.00
NEW EQUIPMENT	16,250.00	283.97	0.00	9,807.58
OFFICE SUPPLIES	800.00	0.00	20.64	175.02
OTHER CONTRACTUAL SERVICES	38,700.00	2,062.03	1,935.12	19,841.16
OVERTIME	14,180.00	2,143.48	2,228.24	10,576.09
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	800.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	39,200.00	255.83	1,763.68	12,093.19
SALARIES	950,083.00	70,091.86	66,514.51	525,437.81
SEASONAL/PART TIME	112,338.00	23,009.03	24,904.75	64,696.10
TRAVEL & TRAINING	7,600.00	792.47	1,165.05	3,119.33
UNIFORMS	11,900.00	664.04	671.34	7,841.61
Total Expenditures	\$1,304,251.00	\$105,479.08	\$105,996.08	\$725,582.15
PARKS IMPROVEMENT FUND-EXPEND				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	5,205.00
PROJECTS	0.00	1,098.10	581.07	33,077.60
Total Expenditures	\$0.00	\$1,098.10	\$581.07	\$38,282.60

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>PROJECT MANAGEMENT</u>				
COMMUNICATION	1,500.00	72.93	67.76	437.01
CONTINGENCY	5,000.00	326.97	0.00	1,502.63
EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	500.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	300.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
OVERTIME	3,000.00	281.74	75.46	990.96
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	154,462.00	12,179.08	11,321.43	90,749.33
TRAVEL & TRAINING	8,000.00	0.00	0.00	259.73
UNIFORMS	350.00	0.00	0.00	0.00
Total Expenditures	\$173,112.00	\$12,860.72	\$11,464.65	\$93,939.66
<u>PUBLIC SAFETY EQUIP.-EXPENDIT</u>				
CONTINGENCY	0.00	0.00	0.00	0.00
EQUIPMENT RESERVE FUNDING	0.00	0.00	0.00	0.00
GRANT FUNDING	0.00	0.00	0.00	0.00
NEIGHBORHOOD REVIT REBATE	0.00	0.00	0.00	0.00
NEW EQUIPMENT	211,800.00	0.00	0.00	25,443.09
NEW EQUIPMENT	0.00	6,338.55	2,150.49	33,121.44
NEW EQUIPMENT	0.00	8,043.47	6,678.39	49,369.12
PROJECTS	0.00	0.00	0.00	0.00
TAX INCREMENT FINANCING DIST	0.00	0.00	0.00	0.00
TRANSFER TO BOND & INTEREST	0.00	0.00	0.00	0.00
TRANSFER TO NEW EQUIP. RESERVE	465,256.00	0.00	0.00	0.00
Total Expenditures	\$677,056.00	\$14,382.02	\$8,828.88	\$107,933.65
<u>PUBLIC WORKS-SERVICE DIVISION</u>				
COMMUNICATION	1,700.00	94.23	78.87	562.92
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	115,000.00	5,743.48	914.61	44,459.04
GENERAL SUPPLIES & MATERIALS	250,000.00	26,047.66	-1,927.97	134,841.86
GRANT FUNDING	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NATURAL GAS	0.00	0.00	0.00	0.00
NEW EQUIPMENT	84,000.00	0.00	0.00	72,050.00
OFFICE SUPPLIES	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	35,000.00	143.14	137.62	22,329.30
OVERTIME	12,360.00	104.15	212.30	12,203.95
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	2,500.00	0.00	0.00	217.76
REPAIRS TO BLDGS & STRUCTURES	20,000.00	95.15	4,371.38	1,470.44
SALARIES	707,579.00	51,404.38	50,241.55	376,691.62
SEASONAL/PART TIME	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
TRAVEL & TRAINING	9,500.00	(181.25)	0.00	1,817.86
UNIFORMS	8,400.00	748.80	709.74	5,568.20
Total Expenditures	\$1,246,039.00	\$84,199.74	\$54,738.10	\$672,212.95
<u>QUALITY OF LIFE</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
R9 EXPENDITURES				
CHEMICALS	6,000.00	702.83	160.00	985.71
COMMUNICATION	2,300.00	152.95	147.78	916.86
CONTINGENCY	50,000.00	37.71	69.48	5,398.86
ELECTRICITY	5,000.00	112.22	84.65	1,227.35
EQUIPMENT EXPENSE	5,000.00	1,578.07	116.50	3,845.71
GENERAL SUPPLIES & MATERIALS	11,000.00	576.45	72.70	1,697.34
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	250.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	89,150.00	5,179.72	21.84	21,258.16
PROJECTS	70,000.00	0.00	0.00	28,452.53
R-9 RANCH EXPENDITURES	116,000.00	3,334.50	5,960.81	43,625.00
REPAIRS TO BLDGS & STRUCTURES	5,000.00	0.00	0.00	0.00
SALARIES	228,658.00	16,963.33	27,868.84	126,797.35
SEASONAL/PART TIME	25,000.00	2,892.80	0.00	5,062.40
TRANSFER TO EMPLOYEE BENEFIT	75,219.00	0.00	0.00	75,219.00
TRANSFER TO NEW EQUIP. RESERVE	18,648.00	0.00	0.00	18,648.00
TRANSFER-SALES TAX RESERVE	0.00	0.00	0.00	0.00
TRAVEL & TRAINING	7,250.00	0.00	444.46	3,360.66
TRNSF TO GEN. FROM WA SLS TX	0.00	0.00	0.00	0.00
UNIFORMS	500.00	139.28	0.00	189.28
Total Expenditures	\$714,975.00	\$31,669.86	\$34,947.06	\$336,684.21
SAFFRON CID-EXPENDITURES				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	19,168.59
Total Expenditures	\$0.00	\$0.00	\$0.00	\$19,168.59
SOCIAL SERVICES				
OTHER CONTRACTUAL SERVICES	180,000.00	0.00	0.00	180,000.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Expenditures	\$180,000.00	\$0.00	\$0.00	\$180,000.00
SOLID WASTE FUND EXPENDITURE				
COMMUNICATION	1,900.00	139.82	266.48	837.28
CONTINGENCY	50,000.00	785.00	5,870.00	785.00
DEBT SERVICES	0.00	0.00	0.00	0.00
DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00
ELECTRICITY	5,500.00	286.69	325.90	2,200.05
EQUIPMENT EXPENSE	15,000.00	1,539.25	82.96	3,756.94
GENERAL SUPPLIES & MATERIALS	24,000.00	1,890.24	1,133.35	7,361.07
LEGAL PUBLICATIONS & PRINTING	2,000.00	0.00	0.00	766.30
NATURAL GAS	5,100.00	53.60	43.04	4,189.54
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	550.00	45.00	23.99	206.47
OTHER CONTRACTUAL SERVICES	523,000.00	43,898.27	39,507.04	260,219.52
OVERTIME	7,648.00	531.33	748.12	3,253.51
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	18,000.00	0.00	196.70	2,931.90
SALARIES	552,440.00	51,937.95	37,817.59	317,795.86
SEASONAL/PART TIME	0.00	0.00	0.00	0.00
TRANSFER TO EMPLOYEE BENEFIT	243,106.00	0.00	0.00	243,106.00
TRANSFER TO GENERAL FUND	278,586.00	0.00	0.00	278,586.00
TRANSFER TO RESERVES	232,859.00	0.00	0.00	0.00
TRANSFER TO WATER FUND	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
TRAVEL & TRAINING	2,000.00	0.00	0.00	619.70
TRNSFR TO WATER RECLAMATION	0.00	0.00	0.00	0.00
UNIFORMS	5,300.00	458.56	453.40	3,550.73
UTILITY-WATER	600.00	42.00	52.00	319.00
Total Expenditures	\$1,967,589.00	\$101,607.71	\$86,520.57	\$1,130,484.87

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>SOLID WASTE RESERVE EXPENDITURE</u>				
NEW EQUIPMENT	0.00	0.00	0.00	87,403.01
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$87,403.01
<u>SPECIAL ALCOHOL FUND EXPENDITURE</u>				
CONTINGENCY	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	60,000.00	0.00	0.00	60,000.00
TRANSFER TO EMPLOYEE BENEFIT	34,682.00	0.00	0.00	0.00
TRANSFER TO GENERAL FUND	84,719.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
Total Expenditures	\$179,401.00	\$0.00	\$0.00	\$60,000.00
<u>SPECIAL HIGHWAY EXPENDITURES</u>				
2001 SIDEWALK RAMPS	0.00	0.00	0.00	0.00
BUDGETED CAPITAL PROJECTS	1,114,792.00	34,952.63	254,703.11	88,700.27
BUDGETED CAPITAL PROJECTS	0.00	9,773.80	43,742.89	17,489.23
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00
BUDGETED CAPITAL PROJECTS	0.00	0.00	21,187.29	0.00
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00
BUDGETED CAPITAL PROJECTS	0.00	7,721.37	20,114.50	13,401.86
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	999.00
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	0.00
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	40,600.00
BUDGETED CAPITAL PROJECTS	0.00	5,367.90	3,022.80	7,879.50
BUDGETED CAPITAL PROJECTS	0.00	120.00	0.00	160.00
BUDGETED CAPITAL PROJECTS	0.00	0.00	0.00	52,285.05
CONTINGENCY	50,000.00	0.00	0.00	0.00
CORR MGT - GENERAL HAYS RD.	0.00	0.00	0.00	0.00
CORR MGT-REVERSE ACCESS 48-55	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
TRANSFER TO BOND & INTEREST	0.00	0.00	0.00	0.00
TRANSFER TO EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00
TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00
TRANSFER TO WATER FUND	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00
VINE ST.-MILL & OVERLAY--13/27	0.00	0.00	0.00	0.00
Total Expenditures	\$1,164,792.00	\$57,935.70	\$342,770.59	\$221,514.91
<u>SPECIAL PRK & REC EXPENDITURES</u>				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CONTINGENCY	0.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	351,413.00	6,352.21	950.00	18,116.54
TRANSFER TO NEW EQUIP. RESERVE	0.00	0.00	0.00	0.00
Total Expenditures	\$351,413.00	\$6,352.21	\$950.00	\$18,116.54
<u>SPORTS COMPLEX-EXPENDITURES</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
TRANSFER TO EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00
TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
<u>STORMWATER RESERVES EXPENDITURE</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
PROJECTS	0.00	15,919.50	0.00	58,878.69
Total Expenditures	\$0.00	\$15,919.50	\$0.00	\$58,878.69

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>STORMWATER MANAGEMENT EXPENDIT</u>				
COMMUNICATION	940.00	85.23	45.58	508.92
CONTINGENCY	50,000.00	0.00	0.00	0.00
DEBT SERVICES	0.00	0.00	0.00	0.00
GENERAL SUPPLIES & MATERIALS	70,000.00	2,011.61	1,988.80	8,061.19
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	20,000.00	0.00	0.00	8,946.66
OVERTIME	2,500.00	100.00	77.81	1,146.13
PROFESSIONAL SERVICES	30,000.00	0.00	1,296.24	1,182.00
PROJECTS	0.00	0.00	0.00	0.00
SALARIES	225,808.00	16,785.53	13,527.27	122,283.08
SEASONAL/PART TIME	15,113.00	1,770.21	1,312.44	6,602.25
TRANSFER TO EMPLOYEE BENEFIT	92,527.00	0.00	0.00	92,527.00
TRANSFER TO GENERAL FUND	83,460.00	0.00	0.00	83,460.00
TRANSFER TO NEW EQUIP. RESERVE	50,285.00	0.00	0.00	50,285.00
TRANSFER TO RESERVES	223,947.00	0.00	0.00	0.00
TRAVEL & TRAINING	3,500.00	208.75	0.00	456.83
UNIFORMS	1,400.00	135.88	96.88	1,061.40
Total Expenditures	\$869,480.00	\$21,097.21	\$18,345.02	\$376,520.46
<u>SWIMMING POOL</u>				
BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00
CHEMICALS	47,500.00	16,280.00	35,172.50	44,825.50
ELECTRICITY	0.00	0.00	0.00	0.00
EQUIPMENT EXPENSE	12,000.00	0.00	724.02	985.85
GENERAL SUPPLIES & MATERIALS	8,600.00	67.76	0.00	4,758.74
INSURANCE & SURETY BONDS	0.00	0.00	0.00	0.00
LEGAL PUBLICATIONS & PRINTING	0.00	0.00	0.00	0.00
NATURAL GAS	0.00	0.00	0.00	0.00
NEW EQUIPMENT	9,600.00	0.00	0.00	6,572.78
OTHER CONTRACTUAL SERVICES	59,000.00	3,377.44	420.00	6,214.06
PROJECTS	0.00	0.00	0.00	0.00
RENTALS	0.00	0.00	0.00	0.00
REPAIRS TO BLDGS & STRUCTURES	11,400.00	925.06	733.53	5,412.03
TRAVEL & TRAINING	0.00	0.00	0.00	0.00
Total Expenditures	\$148,100.00	\$20,650.26	\$37,050.05	\$68,768.96
<u>TALLGRASS IV ESC EXPENDITURES</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
<u>TALLGRASS RHID-EXPENDITURES</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
<u>TDD SLS TAX EXPENDITURES</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
<u>THE MALL CID-EXPENDITURES</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	122,725.07
Total Expenditures	\$0.00	\$0.00	\$0.00	\$122,725.07
<u>USD 489 SLS TAX EXPENDITURES</u>				
OTHER CONTRACTUAL SERVICES	0.00	360,717.00	357,991.00	2,293,329.00
Total Expenditures	\$0.00	\$360,717.00	\$357,991.00	\$2,293,329.00
<u>VERNIES CID-EXPENDITURES</u>				
OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>WA CONSERV EXPENDITURE</u>				
COMMUNICATION	4,063.00	31.41	26.29	1,325.41
GENERAL SUPPLIES & MATERIALS	5,000.00	219.91	1,434.31	815.40
GRANT FUNDING	5,000.00	0.00	0.00	705.00
LEGAL PUBLICATIONS & PRINTING	2,000.00	0.00	0.00	286.22
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	3,300.00	6.99	1,477.18	551.96
OVERTIME	0.00	0.00	0.00	0.00
PROJECTS	170,000.00	9,787.33	9,970.90	63,349.04
R-9 RANCH EXPENDITURES	0.00	0.00	0.00	0.00
SALARIES	99,563.00	7,597.32	-5,725.80	55,144.55
TRANSFER TO EMPLOYEE BENEFIT	34,876.00	0.00	0.00	34,876.00
TRANSFER TO NEW EQUIP. RESERVE	1,909.00	0.00	0.00	1,909.00
TRANSFER-SALES TAX RESERVE	5,623,775.00	0.00	0.00	0.00
TRAVEL & TRAINING	2,450.00	0.00	0.00	1,908.20
TRNSF TO GEN. FROM WA SLS TX	1,152,781.00	0.00	0.00	0.00
UNIFORMS	250.00	0.00	90.56	123.00
Total Expenditures	\$7,104,967.00	\$17,642.96	\$7,273.44	\$160,993.78
<u>WA RECLAMATION EXPENDITURES</u>				
CHEMICALS	230,000.00	20,931.77	22,497.31	105,060.54
COMMUNICATION	16,500.00	1,137.34	1,880.40	8,442.89
CONTINGENCY	50,000.00	731.79	1,201.86	9,812.32
ELECTRICITY	280,000.00	24,177.69	567.50	145,782.58
EQUIPMENT EXPENSE	75,000.00	7,852.75	18,989.73	34,792.53
GENERAL SUPPLIES & MATERIALS	45,000.00	2,168.51	3,842.01	20,842.10
INTEREST ON UTILITY BONDS	41,268.00	0.00	0.00	41,268.00
NATURAL GAS	18,000.00	676.55	401.66	15,194.26
OFFICE SUPPLIES	600.00	102.72	0.00	102.72
OTHER CONTRACTUAL SERVICES	50,000.00	4,271.36	4,556.87	28,880.61
OVERTIME	7,000.00	450.51	521.37	2,772.94
PRINCIPAL & INT. REVOLVING LOA	1,867,323.00	0.00	0.00	933,661.65
PROFESSIONAL SERVICES	35,000.00	3,240.90	5,289.50	20,002.90
PROJECTS	120,000.00	0.00	0.00	48,087.90
REPAIRS TO BLDGS & STRUCTURES	185,000.00	0.00	3,149.19	3,983.40
REV BOND PAYMENT 2009-A	87,500.00	0.00	0.00	87,500.00
SALARIES	642,878.00	44,204.73	45,921.86	308,831.96
SEASONAL/PART TIME	23,944.00	1,768.53	0.00	11,922.05
TRANSFER TO CAPITAL RESERVES	1,012,697.00	0.00	0.00	0.00
TRANSFER TO EMPLOYEE BENEFIT	245,690.00	0.00	0.00	245,690.00
TRANSFER TO GENERAL FUND	841,380.00	0.00	0.00	841,380.00
TRANSFER TO NEW EQUIP. RESERVE	31,407.00	0.00	0.00	31,407.00
TRAVEL & TRAINING	8,000.00	157.30	288.24	3,509.53
UNIFORMS	6,600.00	800.54	321.88	4,519.86
Total Expenditures	\$5,920,787.00	\$112,672.99	\$109,429.38	\$2,953,447.74
<u>WA RECLAMATION RSRV EXPENDITURE</u>				
NEW EQUIPMENT	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	0.00	5,500.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$5,500.00
<u>WA SLS TX RESERVE EXPENDITURES</u>				
NEW EQUIPMENT	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	0.00	13,595.24	8,144.25	65,911.73
PROFESSIONAL SERVICES	0.00	90,259.02	-33,727.20	549,948.06
PROJECTS	0.00	152,257.27	0.00	631,828.89
TRAVEL & TRAINING	0.00	1,220.86	2,223.57	13,971.17
Total Expenditures	\$0.00	\$257,332.39	-\$23,359.38	\$1,261,659.85

	<u>Budgeted</u> <u>2025</u>	<u>Expenses</u> <u>Current Mo.</u>	<u>Expenses</u> <u>Current Mo.</u> <u>Previous Year</u>	<u>Current Year</u> <u>Expenses YTD</u>
<u>WATER FUND EXPENDITURES</u>				
CHEMICALS	640,000.00	50,915.00	37,413.79	329,728.13
CLEAN DRINKING WATER FEE	16,000.00	0.00	4,091.19	3,513.96
COMMUNICATION	65,000.00	4,112.49	3,922.95	28,891.53
CONTINGENCY	50,000.00	559.87	2,184.78	4,886.20
ELECTRICITY	205,000.00	29,260.19	15,736.63	111,464.77
EQUIPMENT EXPENSE	200,000.00	12,188.25	2,061.65	52,771.02
GENERAL SUPPLIES & MATERIALS	130,000.00	8,941.68	7,231.28	41,133.60
INTEREST ON METER DEPOSITS	25,000.00	1,816.33	2,134.12	12,729.23
INTEREST ON UTILITY BONDS	41,268.00	0.00	0.00	41,268.00
LEGAL PUBLICATIONS & PRINTING	600.00	0.00	37.85	390.34
NATURAL GAS	16,000.00	309.99	127.98	10,262.49
OFFICE SUPPLIES	1,500.00	3.88	0.00	865.00
OTHER CONTRACTUAL SERVICES	148,000.00	23,519.41	22,632.42	73,943.17
OVERTIME	43,823.00	3,822.51	3,181.16	26,423.55
PROFESSIONAL SERVICES	30,000.00	0.00	0.00	1,500.00
PROJECTS	0.00	0.00	0.00	960.00
REPAIRS TO BLDGS & STRUCTURES	30,000.00	1,918.84	206.00	16,192.23
REV BOND PAYMENT 2009-A	87,500.00	0.00	0.00	87,500.00
SALARIES	745,803.00	59,149.48	53,972.11	418,449.34
SEASONAL/PART TIME	36,027.00	4,203.06	7,615.26	18,917.79
TRANSFER TO CAPITAL RESERVES	1,079,108.00	0.00	0.00	0.00
TRANSFER TO EMPLOYEE BENEFIT	316,993.00	0.00	0.00	316,993.00
TRANSFER TO GENERAL FUND	628,895.00	0.00	0.00	628,895.00
TRANSFER TO NEW EQUIP. RESERVE	19,927.00	0.00	0.00	19,927.00
TRAVEL & TRAINING	9,700.00	1,036.05	123.24	4,526.58
UNIFORMS	9,500.00	819.25	536.58	6,449.82
WATER TAPS, HYDRANTS, METERS	200,000.00	11,985.07	17,129.44	49,863.62
Total Expenditures	\$4,775,644.00	\$214,561.35	\$180,338.43	\$2,308,445.37
<u>WATER RESERVE EXPENDITURES</u>				
NEW EQUIPMENT	0.00	0.00	0.00	0.00
PROJECTS	0.00	0.00	99,502.88	27,500.00
Total Expenditures	\$0.00	\$0.00	\$99,502.88	\$27,500.00
Grand Totals	\$54,540,907.00	\$3,979,369.76	\$3,960,705.77	\$32,546,270.05

08/06/2025 10:50 | CITY OF HAYS
 krupp | Approval History | P 1
 | wfapvhst

Process	Type	Step	Approver	Keyval	Action
Date		Time	Information/Comment		
REQ	AMT	5	tdougherty	REQ 2025 78854 INBOX	Apprvd
	07/02/2025	10:26 AM	2300	14758.76 WILLIARD J ZIMM PIPELINE EASE	
	07/02/2025	10:35 AM			
REQ	AMT	3	tdougherty	REQ 2025 78888 INBOX	Apprvd
	07/03/2025	1:30 PM	4151	21150.03 ARTHUR J GALLAG ADDITIONAL LI	
	07/03/2025	1:34 PM			
REQ	AMT	6	tdougherty	REQ 2025 78887 INBOX	Apprvd
	07/06/2025	8:28 AM	2100	36960.00 HARCROS CHEMICA ALUM	
	07/08/2025	7:22 AM			
REQ	AMT	3	tdougherty	REQ 2025 78890 INBOX	Apprvd
	07/06/2025	8:28 AM	4151	61285.00 FOULSTON & SIEF PROFESSIONAL	
	07/08/2025	7:22 AM			
REQ	AMT	6	tdougherty	REQ 2025 78910 INBOX	Apprvd
	07/08/2025	1:49 PM	2100	11805.00 NUSCO/ MICKEY C POLYMER	
	07/08/2025	2:07 PM			
REQ	AMT	5	tdougherty	REQ 2025 78909 INBOX	Apprvd
	07/14/2025	7:48 AM	2200	20000.00 EAGLE RADIO INC WATER CONSERV	
	07/15/2025	12:44 PM			
REQ	AMT	4	tdougherty	REQ 2025 78936 INBOX	Apprvd
	07/14/2025	4:23 PM	4210	5991250.00 PWC, INC.	
	07/15/2025	12:44 PM		PD/Municipal	
REQ	AMT	6	tdougherty	REQ 2025 78944 INBOX	Apprvd
	07/14/2025	7:48 AM	2000	10058.00 WATERWISE ENTER AQUA MAG-BLEN	
	07/15/2025	12:44 PM			
REQ	AMT	6	tdougherty	REQ 2025 78947 INBOX	Apprvd
	07/14/2025	7:49 AM	2000	40000.00 BURNS & MCDONNE CEDAR BLUFF R	
	07/15/2025	12:44 PM			
REQ	AMT	4	tdougherty	REQ 2025 78984 INBOX	Apprvd
	07/15/2025	5:22 PM	4192	14000.00 SOPHOS PAYMENT SOPHOS ENDPOI	
	07/16/2025	7:23 AM			
REQ	AMT	4	tdougherty	REQ 2025 78969 INBOX	Apprvd
	07/16/2025	7:49 AM	4210	19350.00 SPEARTAC SOLUTI Speartac Solu	
	07/16/2025	7:51 AM			
REQ	AMT	3	tdougherty	REQ 2025 79010 INBOX	Apprvd
	07/17/2025	3:25 PM	4151	77310.00 ROBBEN CONSTRUC CBDG FUNDS CH	
	07/17/2025	3:48 PM			
REQ	AMT	3	tdougherty	REQ 2025 79018 INBOX	Apprvd
	07/18/2025	10:31 AM	4151	20974.02 DREILING BIEKER LEGAL SERVICE	
	07/18/2025	10:39 AM			

08/06/2025 10:50 | CITY OF HAYS
 krupp | Approval History | P 2
 | wfapvhst

Process	Type	Step	Approver	Keyval	Action
Date		Time	Information/Comment		
REQ	AMT	5	tdougherty	REQ 2025 79030 INBOX	Apprvd
	07/22/2025	7:50 AM	4312	10392.00 ITERIS INC	REPLACE THE S
	07/23/2025	7:22 AM			
REQ	AMT	5	tdougherty	REQ 2025 79040 INBOX	Apprvd
	07/23/2025	10:39 AM	2300	15373.62 DENNIS PFANNENS PIPELINE EASE	
	07/23/2025	10:55 AM			
REQ	AMT	5	tdougherty	REQ 2025 79042 INBOX	Apprvd
	07/23/2025	10:39 AM	2300	26438.02 SCHINSTOCK LIVI PIPELINE EASE	
	07/23/2025	10:55 AM			
REQ	AMT	6	tdougherty	REQ 2025 79050 INBOX	Apprvd
	07/24/2025	7:45 AM	2000	43771.00 MISSISSIPPI LIM LIME	
	07/24/2025	9:14 AM			
REQ	AMT	6	tdougherty	REQ 2025 79051 INBOX	Apprvd
	07/24/2025	7:45 AM	2000	11754.00 BRENNTAG SOUTHW CHLORINE	
	07/24/2025	9:14 AM			
REQ	AMT	3	tdougherty	REQ 2025 79066 INBOX	Apprvd
	07/24/2025	1:18 PM	4151	54431.05 HAYS HOTEL LLC TRANSIENT GUE	
	07/30/2025	2:25 PM	Approved by: cbielser		
REQ	AMT	3	tdougherty	REQ 2025 79071 INBOX	Apprvd
	07/28/2025	7:56 AM	4151	37204.95 HAYS HOTEL PART 48TH & ROTH C	
	07/30/2025	2:25 PM	Approved by: cbielser		
REQ	AMT	3	tdougherty	REQ 2025 79076 INBOX	Apprvd
	07/28/2025	11:10 AM	4151	17500.00 INSURANCE PLANN BROKER & RISK	
	07/30/2025	2:25 PM	Approved by: cbielser		
REQ	AMT	5	tdougherty	REQ 2025 79077 INBOX	Apprvd
	07/28/2025	4:08 PM	2300	16723.69 STATES AG LP PIPELINE EASE	
	07/30/2025	2:25 PM	Approved by: cbielser		
REQ	AMT	3	tdougherty	REQ 2025 79105 INBOX	Apprvd
	07/30/2025	11:15 AM	4151	360717.00 USD 489 JULY 2025 SA	
	07/30/2025	2:25 PM	Approved by: cbielser		

** END OF REPORT - Generated by Kim Rupp **



City Commission Meeting AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 5A

MEETING DATE: 8-28-2025

TOPIC:

2025 Uniform Public Offense Code for Kansas Cities

ACTION REQUESTED:

Approve Ordinance No. 4076 adopting the 2025 revised version of the Uniform Public Offense Code for use in the City of Hays.

NARRATIVE:

The Hays City Commission is being asked to adopt, by ordinance, the updated 2025 Uniform Public Offense Code for Kansas Cities (UPOC) and the updated 2025 Standard Traffic Ordinance for Kansas Cities (STO) for use within the City of Hays. The ordinances and any changes to the UPOC and the STO are presented to the Commission annually. It is the recommendation of City staff that the Commission approve the ordinances adopting the 2025 revised versions of the UPOC and STO.

The only notable change in this year's UPOC adoption is, Section 6.7.2 Trespassing on a Critical Infrastructure Facility – Expanded the definition of critical infrastructure facility for cable or wire used for wireline, broadband or wireless telecommunications or video services to include antennas, radio transceivers, towers, wireless support structures, small cell facilities and any associated support structures and accessory equipment; and related buildings, cabinets, and storage sheds, shelters or similar structures.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Don Scheibler, Chief of Police

ADMINISTRATION RECOMMENDATION:

It is the recommendation of City staff that the Commission approve the ordinance adopting the 2025 revised version of the Uniform Public Offense Code.

ATTACHMENTS:

Ordinance No. 4076 Adopting the 2025 UPOC as Prepared by City Attorney Don Hoffman

ORDINANCE NO. 4076

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF HAYS, KANSAS, INCORPORATING BY REFERENCE "THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES," EDITION OF 2025, AND REPEALING ORDINANCE NO. 4059 OF THE CODE OF ORDINANCES OF THE CITY OF HAYS, KANSAS, AS PASSED ON SEPTEMBER 12, 2024.

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

Section 1. INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Hays, Kansas, that certain code known as "The Uniform Public Offense Code," Edition of 2025, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 4076," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this Ordinance and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Section 2. REPEAL. Ordinance No. 4059, adopted September 12, 2024, is hereby repealed.

Section 3. EFFECTIVE DATE. This ordinance shall take effect upon its publication on the City of Hays Website, the official city news outlet publication for the City of Hays.

PASSED by the Governing Body on the 28th day of August, 2025.

APPROVED AND SIGNED by the Mayor on the 28th day of August, 2025.

SANDY JACOBS
Mayor

ATTEST:

JAMI BREIT
City Clerk

(SEAL)



City Commission Meeting AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 5B

MEETING DATE: 8-28-2025

TOPIC:

2025 Standard Traffic Ordinance for Kansas Cities

ACTION REQUESTED:

Approve Ordinance No. 4077 adopting the 2025 revised version of the Standard Traffic Ordinance for use in the City of Hays.

NARRATIVE:

The Hays City Commission is being asked to adopt, by ordinance, the updated 2025 Uniform Public Offense Code for Kansas Cities (UPOC) and the updated 2025 Standard Traffic Ordinance for Kansas Cities (STO) for use within the City of Hays. The ordinances and any changes to the UPOC and the STO are presented to the Commission annually. It is the recommendation of City staff that the Commission approve the ordinances adopting the 2025 revised versions of the UPOC and STO.

The only notable changes in this year's STO adoption include: Section. 40.3 Passing a Stationary Vehicle Displaying Hazard or Caution Signals – This new section was added and it requires drivers approaching a stopped or parked motor vehicle that is displaying hazards or warning lights, road flares, traffic cones, caution signs, or reflective triangles to either proceed with due caution and move over when safe to do so (on a highway that consists of at least two lanes that carry traffic in the same direction). On other roadways or when it is not possible to change lanes safely, the driver is required to proceed with due caution, reduce their speed, and maintain a safe speed for the road, weather, and traffic conditions.

Section 201.1 – Failure to Comply with Traffic Citation – This section was amended to change the section from 201.2 to 201.1. The content of the section did not change.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Don Scheibler, Chief of Police

ADMINISTRATION RECOMMENDATION:

It is the recommendation of City staff that the Commission approve the ordinance adopting the 2025 revised version of the Standard Traffic Ordinance.

ATTACHMENTS:

Ordinance No. 4077 Adopting the 2025 STO as Prepared by City Attorney Don Hoffman

ORDINANCE NO. 4077

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF HAYS, KANSAS, INCORPORATING BY REFERENCE "THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," EDITION OF 2025, PROVIDING CERTAIN PENALTIES AND REPEALING SECTION 1 OF ORDINANCE NO. 4060 OF THE CODE OF ORDINANCES OF THE CITY OF HAYS, KANSAS, AS PASSED ON SEPTEMBER 12, 2024.

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

Section 1. INCORPORATING UNIFORM STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Hays, Kansas, that certain standard traffic ordinance known as the *Standard Traffic Ordinance* for Kansas Cities, Edition of 2025, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions heretofore or hereafter omitted, deleted, modified or changed. No fewer than three copies of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted By Ordinance No. 4077", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such *Standard Traffic Ordinance* similarly marked, as may be deemed expedient.

Section 2. REPEAL. Section 1 of Ordinance No. 4060, as passed on September 12, 2024, is hereby repealed.

Section 3. EFFECTIVE DATE. This ordinance shall take effect upon its publication on the City of Hays Website, the official city news outlet publication for the City of Hays.

PASSED by the Commission on the 28th day of August, 2025.

APPROVED AND SIGNED by the Mayor on the 28th day of August, 2025.

SANDY JACOBS
Mayor

ATTEST:

JAMI BREIT
City Clerk

(SEAL)



City Commission Meeting AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 5C

MEETING DATE: 8-28-2025

TOPIC:

Cereal Malt Beverage License – Volga German Centennial Association Oktoberfest

ACTION REQUESTED:

Approve the CMB license for the Volga German Centennial Association Oktoberfest.

NARRATIVE:

N/A

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Kim Rupp, Director of Finance

ADMINISTRATION RECOMMENDATION:

Approve the CMB license for the Volga German Centennial Association Oktoberfest.

ATTACHMENTS:

CMB Application and Inspections

PARTNERSHIP, FIRM OR ASSOCIATION
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES
 (This form has been prepared by the Attorney General's Office)

City or County of _____ Hays _____

SECTION 1 – LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

- License to sell cereal malt beverages for consumption on the premises.
 License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required):

004-K13308488-F01

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name of Partnership/Firm/Association Volga German Centennial Association	Phone No. 785-650-3175 (Emily)		
Place of Business Street Address PO Box 1314 OR 414 West 13th Street (Emily Knowles)	City Hays	State KS	Zip Code 67601
Email Address(s). Please separate values with a comma. Oktoberfesthays@gmail.com	FEIN 23-7454792		

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)				
DBA Name Oktoberfest	Name Volga German Centennial Association				
Business Location Address 100 Main St (Municipal Park)	Address PO Box 1314				
City Hays	State KS	Zip 67601	City Hays	State KS	Zip 67601
Business Phone No. 785-650-3175 (Emily)	<input type="checkbox"/> I own the proposed business location. <input checked="" type="checkbox"/> I do not own the proposed business location.				
Business Location Owner Name(s) City of Hays OR 100 Main St (Municipal Park)					

SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION

List each partner or member of a firm/association and their spouse*, if applicable. Attach additional pages if necessary.

Partner/Member Name Emily Knowles	Title Oktoberfest Director	Date of Birth 06-09-1988	
Residence Street Address 414 West 13th St.	City Hays	State KS	Zip Code 67601
Spouse Name	Title		
Residence Street Address	City	State	Zip Code
Partner/Member Name	Title		
Residence Street Address	City	State	Zip Code
Spouse Name	Title		
Residence Street Address	City	State	Zip Code
Partner/Member Name	Title		
Residence Street Address	City	State	Zip Code
Spouse Name	Title		
Residence Street Address	City	State	Zip Code

SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION (CONTINUED)

Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION

My place of business or special event will be conducted by a manager or agent.

Yes No

If yes, provide the following:

Manager or Agent Name	Phone No.	Date of Birth
Residence Street Address	City	State Zip Code

Manager or Agent Spousal* Information

Manager or Agent Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	State Zip Code

SECTION 6 – QUALIFICATION FOR LICENSURE

Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**.

Are all persons identified in Sections 4 & 5 Citizens of the United States*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is the person identified in Section 5 currently a resident of Kansas*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All persons identified in Sections 4 & 5 are at least 21 years old*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All persons in Sections 4 & 5 have been a Kansas resident for at least 5 years prior to the submission of this application.**	
Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION 7 – DURATION OF SPECIAL EVENT

Start Date September 26th, 2025	Time 9:00 AM	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
End Date September 27th, 2025	Time 9:00 PM	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: 8 ½" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the partnership/firm/association to complete this application. (K.S.A. 52-601)

SIGNATURE

DATE 8/1/25

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ 125.00 Date 8/1/25
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date 8/1/25

Background Investigation Completed Date 8/1/25 Qualified Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved Valid From Date _____ to _____ By: _____

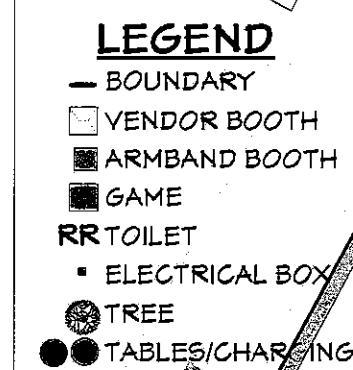
License Renewed Valid From Date _____ to _____ By: _____

Special Event Permit Approved Valid From Date 9/26/25 to 9/27/25 By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

DRIVE-THRU



MARY STREET

RIDE PICK UP

HANDICAPPED
PARKING LOT



RR

DUMPSTER

ROLL OFF

AUTHORIZED
VEHICLES ONLY

RR

DIKE

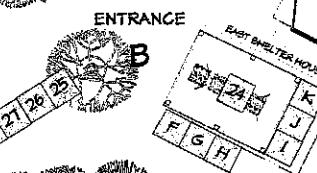
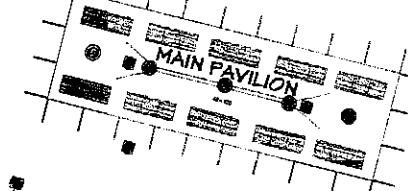
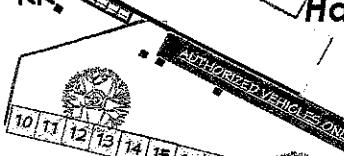


NATIONAL GUARD
ARMORY



Solga German

Okinfest
History, Heritage, & Homecoming
Hays, Kansas



Tavern



GIGI
GUIDE
GUIDE
GUIDE
20x20 20x20 20x20

55 54 53 52 51 50 49
48 47 46 45
CORNHOLE TOURNAMENT
SATURDAY ONLY

RR
AUTHORIZED VEHICLES ONLY



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**CITY OF HAYS
CEREAL MALT BEVERAGE LICENSE
CERTIFICATION OF INVESTIGATION**

Date of Expiration: New
Special Event License

Date to be Considered by City Commission 8/28/2025

Business Name	Volga German Centennial Association Oktoberfest
Address	Municipal Park 100 Main St
Owner Name/DOB	Emily Knowles 06/09/1988
Owner Phone	785-650-3175
Manager Name/DOB	Emily Knowles 06/09/1988
Manager Phone	785-650-3175

CERTIFICATE OF CHIEF OF POLICE

A review of Hays Municipal Court and Ellis County District Court records as well as a review of the Kansas driver's license reveal that the applicant(s) as of this date (has) (has not) been convicted within the last two years of a felony, any crime involving a moral turpitude, drunkenness, or driving a motor vehicle while under the influence of intoxicating liquor or drugs.

Applicant(s) on this date (did) (did not) meet the requirements of applicable city laws and ordinances, regarding issuance of Cereal Malt Beverage License.

Comments: _____

I (do) (do not) recommend approval of this license.

Date 8-7-2025

Chief of Police



**CITY OF HAYS
CEREAL MALT BEVERAGE LICENSE
CERTIFICATION OF
FIRE & SAFETY CODE REQUIREMENTS**

Date of Expiration: NEW
Special Event License

Date to be Considered by City Commission 8/28/2025

Business Name	Volga German Centennial Association Oktoberfest
Address	Municipal Park 100 Main St
Owner Name	Emily Knowles
Manager Name	Same
Manager Phone	785-650-3175

CERTIFICATION OF FIRE SAFETY

The building and premises (do) (do not) meet the Fire and Safety Code requirements of the City as of the date of inspection. I (do) (do not) recommend approval of this license under the following conditions:

Date 08/04/2025

Fire Chief JK JK

**CITY OF HAYS
CEREAL MALT BEVERAGE LICENSE
CERTIFICATION OF ZONING**

Date of Expiration NEW Date to be Considered by City Commission 8/28/2025

Business Name Volga German Centennial Association Oktoberfest

Address Municipal Park 100 Main St

Owner Name Emily Knowles

Manager Name Same

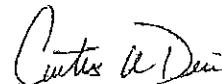
Manager Phone 785-650-3175

CERTIFICATE OF ZONING

The property is zoned P-I which (does) (does not) allow this type of business. I (do) (do not) recommend approval of this license under the following conditions:

Date 8/19/2025

Zoning Administrator _____





City Commission Meeting AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 6

MEETING DATE: 8-28-2025

TOPIC:

Ordinance Authorizing and Providing for the Issuance of General Obligation Bonds, Series 2025-A

ACTION REQUESTED:

Approve Ordinance No. 4078 authorizing the City to issue General Obligation Bonds, Series 2025-A, to fund AMI, the Police facility, and The Grove RHID.

NARRATIVE:

The City previously approved several projects including Automated Metering Infrastructure (AMI), a Police facility, The Grove RHID development as well as an economic development grant to Grow Hays related to The Grove RHID project. The City also authorized the sale of its General Obligation Bonds, Series 2025-A and 2025-B in order to finance the funding of the projects mentioned. Bids for the sale of the Bonds will be received on August 28, 2025, and the best bid will be presented for approval. Approval of the winning bid, the Bond Ordinances, and the Bond Resolutions will authorize the City to issue the Bonds to fund the above projects and grant.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Kim Rupp, Director of Finance

ADMINISTRATION RECOMMENDATION:

Approve the Bond Ordinance.

ATTACHMENTS:

Staff Memo
Bond Ordinance No. 4078



City Commission Work Session Agenda Memo

From: Kim Rupp, Director of Finance

Work Session: August 21, 2025

Subject: Ordinances and Resolutions Authorizing the Issuance of General Obligation Bonds, Series 2025-A and 2025-B, to Fund AMI, the Police Department Facility, The Grove Development, an Economic Development Grant, and a Resolution Authorizing General Obligation Temporary Notes, Series 2025-1, to Finance Infrastructure at I70 Exit 161

Person(s) Responsible: Kim Rupp, Director of Finance

Summary

Bond Ordinance and Bond Resolution. The City previously approved several projects including Automated Metering Infrastructure (AMI), a Police facility, The Grove RHID development as well as an economic development grant to Grow Hays related to The Grove RHID project. The City also authorized the sale of its General Obligation Bonds, Series 2025-A and 2025-B in order to finance the funding of the projects mentioned. Bids for the sale of the Bonds will be received on August 28, 2025, and the best bid will be presented for approval. Approval of the winning bid, the Bond Ordinances, and the Bond Resolutions will authorize the City to issue the Bonds to fund the above projects and grant.

Note Resolution. The City previously approved a project to install infrastructure at the I70 Exit 161 for future development. The City also authorized the sale of its General Obligation Temporary Notes, Series 2025-1 in order to temporarily finance a portion of the costs of the Exit 161 project. Bids for the sale of the Notes will be received on August 28, 2025, and the best bid will be presented for approval. Approval of the winning bid and the Note Resolution will authorize the City to issue the Notes to temporarily finance a portion of the costs of the Exit 161 project.

Background

Bond Ordinance and Bond Resolution. Proceeds from the issuance of the Bonds will be utilized to fund the AMI, Police facility, The Grove RHID, and the Grant. The City estimates that the annual increment generated by The Grove RHID will be sufficient

to pay the debt service on Bonds. However, if the increment is not sufficient, the City will still be required to make the debt service payments. The debt service for AMI has been budgeted in the Water and Water Reclamation budgets and will be fee supported. The debt service on the Police facility was added to the Bond and Interest Levy.

Note Resolution. The City has previously considered the need for infrastructure and improvements at the I70 Exit 161 property owned by the City. Proceeds from the issuance of the Notes will be utilized to temporarily finance a portion of the costs of that project. This project is in its infancy and will be permanently financed with General Obligation debt next year as true design and costs are realized.

Discussion

Bond Ordinance and Resolution. Approval of the Bond Ordinances and Bond Resolutions will authorize the issuance of and prescribe the form and details of the Bonds based upon the best bid received on August 28, 2025. Closing on the sale of the Bonds will occur on September 25, 2025. Final maturity of the 2025-A Bonds is scheduled for September 1, 2049 and 2025-B is September 1, 2035.

Note Resolution. Approval of the Note Resolution will authorize issuance of and prescribe the form and details of the Notes based upon the best bid received on August 28, 2025. Closing on the sale of the Notes will occur on September 25, 2025. Final maturity of the Notes is scheduled for October 1, 2026. The City anticipates issuing general obligation bonds upon completion of the Exit 161 project to pay off the Notes and provide for permanent financing.

Legal Consideration

Special legal counsel, Gilmore & Bell P.C. along with the City Attorney has reviewed all the documentation submitted. All aspects comply with Kansas law. There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

Upon issuance of the Bonds and the Notes, the City would be obligated to levy any amount of ad valorem taxes necessary to provide for the repayment of the Bonds and the Notes. City staff estimates that the increment generated by The Grove RHID will be sufficient to pay debt service requirements of the Bonds.

Options

The City Commission has the following options:

- Approve the Ordinances and Resolutions
- Decline to approve the Ordinances and Resolutions
- Provide other direction to City staff

Recommendation

Advance the financing plan by approving the Ordinances and Resolutions.

Action Requested

Approve an Ordinance authorizing the City to issue General Obligation Bonds, Series 2025-A to fund AMI, the Police facility, and The Grove RHID.

Approve a Resolution prescribing the form and details of the City's General Obligation Bonds, Series 2025-A.

Approve an Ordinance authorizing the City to issue General Obligation Bonds, Series 2025-B to fund an economic development grant.

Approve a Resolution prescribing the form and details of the City's General Obligation Bonds, Series 2025-B.

Approve a Resolution authorizing the issuance and prescribing the form and details of the City's General Obligation Temporary Notes, Series 2025-1 to temporarily finance infrastructure and improvements to the I70 Exit 161 property.

Supporting Documentation

Bond Ordinances

Bond Resolutions

Note Resolution

**EXCERPT OF MINUTES OF A MEETING
OF THE CITY COMMISSION OF
THE CITY OF HAYS, KANSAS
HELD ON AUGUST 28, 2025**

The City Commission (the “Governing Body”) met in regular session at the usual meeting place in the City, at 4:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 2025-A, dated September 25, 2025, of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto.

The Governing Body reviewed and considered the bids and it was found and determined that the bid of [PURCHASER], [PURCHASER CITY, STATE], was the best bid for the Bonds, a copy of which is attached hereto as **EXHIBIT B**. There was then presented an Ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF
GENERAL OBLIGATION BONDS, SERIES 2025-A, OF THE CITY OF HAYS,
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.**

There was also presented a Resolution entitled:

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND
AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL
OBLIGATION BONDS, SERIES 2025-A, OF THE CITY OF HAYS, KANSAS,
PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [] OF THE ISSUER;
MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR
THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN
OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

Commissioner _____ moved that (1) the bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of the bids and the terms specified in the Notice of Bond Sale, (2) the Ordinance be passed, and (3)

the Resolution be adopted. The motion was seconded by Commissioner _____. The motion was carried by the following vote of the governing body:

Yea: _____.

Nay: _____.

The Mayor declared (1) the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. ____, was signed by the Mayor and attested by the Clerk and the Ordinance was directed to be published one time in the official news outlet of the City, and (2) the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2025-_____, and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Hays, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

EXHIBIT A
BID TABULATION

**CITY OF HAYS, KANSAS
GENERAL OBLIGATION BONDS**

Dated: September 25, 2025
Series 2025-A
Good Faith Deposit: \$287,500

Sale Date: August 28, 2025
[_____] A.M., Central Time
Max Interest Rate: [____]%

BIDDERS

[to be inserted]

EXHIBIT B

(BID OF PURCHASER)

[to be inserted]

Gilmore & Bell, P.C.
08/01/2025

ORDINANCE NO. 4078

OF

THE CITY OF HAYS, KANSAS

PASSED

AUGUST 28, 2025

**GENERAL OBLIGATION BONDS
SERIES 2025-A**

(PUBLISHED IN THE OFFICIAL CITY NEWS OUTLET ON AUGUST 29, 2025)

ORDINANCE NO. 4078

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2025-A, OF THE CITY OF HAYS, 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 Hays, Kansas (the “City”) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

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

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount to be Financed*</u>
Public Water Supply System Improvements – Advanced Metering Infrastructure	2024-020	65-163d <i>et seq.</i>	\$3,600,000
Police Station Project	2024-029	12-1736 <i>et seq.</i>	6,850,000
The Grove – Public Infrastructure Improvements	2025-010	14-570 <i>et seq.</i> /Ch. Ord. 32	3,675,000

* Plus associated interest and costs of issuance

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

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$14,375,000* of its general obligation bonds[, together with bid premium thereon,] to pay the costs of the Improvements; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HAYS, 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.*, K.S.A. 65-163d *et seq.*, K.S.A. 12-1736 *et seq.*, and K.S.A. 14-570 *et seq.* as amended by Charter Ordinance No. 32, 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 2025-A, dated September 25, 2025, authorized by this Ordinance.

“City” means the City of Hays, 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.

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

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

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

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

“Refunded Notes” means the Series 2024-1 Notes in the aggregate principal amount of \$3,600,000.

“Series 2024-1 Notes” means the City's General Obligation Temporary Notes, Series 2024-1, dated October 30, 2024.

“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 2025-A, of the City in the principal amount of \$14,375,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property 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, Director of Finance, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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

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

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PASSED by the City Commission on August 28, 2025 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on August 28, 2025; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the official City news outlet on August 29, 2025.

DATED: August 29, 2025.

Clerk

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CITY OF
Hays
City Commission Meeting
AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 7

MEETING DATE: 8-28-2025

TOPIC:

Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Bonds, Series 2025-A

ACTION REQUESTED:

Approve Resolution No. 2025-013 prescribing the form and details of the City's General Obligation Bonds, Series 2025-A.

NARRATIVE:

Proceeds from the issuance of the Bonds will be utilized to fund the AMI, Police facility, The Grove RHID, and the Grant. The City estimates that the annual increment generated by The Grove RHID will be sufficient to pay the debt service on Bonds. However, if the increment is not sufficient, the City will still be required to make the debt service payments. The debt service for AMI has been budgeted in the Water and Water Reclamation budgets and will be fee supported. The debt service on the Police facility was added to the Bond and Interest Levy.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Kim Rupp, Director of Finance

ADMINISTRATION RECOMMENDATION:

Approve the Bond Sale Resolution.

ATTACHMENTS:

Bond Sale Resolution No. 2025-013

Gilmore & Bell, P.C.
08/01/2025

RESOLUTION NO. 2025-013

OF

THE CITY OF HAYS, KANSAS

ADOPTED

AUGUST 28, 2025

**GENERAL OBLIGATION BONDS
SERIES 2025-A**

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RESOLUTION NO. 2025-013

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2025-A, OF THE CITY OF HAYS, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 4078 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds; and

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$14,375,000* to pay a portion of the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HAYS, 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.*, K.S.A. 65-163d *et seq.*, K.S.A. 12-1736 *et seq.*, and K.S.A. 14-570 *et seq.* as amended by Charter Ordinance No. 32, all as amended and supplemented from time to time.

[“**AG**” means Assured Guaranty Inc., a Maryland domiciled financial guaranty insurance company, or any successor thereto.]

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

[“**BAM**” means Build America Mutual Assurance Company, a New York domiciled mutual insurance corporation, or any successor thereto.]

“**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 Insurance Policy”** means the municipal bond insurance policy issued by the Bond Insurer concurrently with the delivery of the Bonds guaranteeing the scheduled payment when due of the principal of and interest on the Bonds.]

[**“Bond Insurer”** means [AG] [BAM] with respect to the Bonds.]

“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 2025-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 Hays, 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.

“Compliance Account” means the Compliance Account created pursuant to **Section 501** hereof.

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

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in

connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Bonds, Series 2025-A created pursuant to **Section 501** hereof.

“Dated Date” means September 25, 2025.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2025-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.

"Director of Finance" means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

"Disclosure Undertaking" means the Continuing Disclosure Undertaking, dated as of the Dated Date, 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 Commission of the Issuer.

“Improvement Fund” means the Improvement Fund for General Obligation Bonds, Series 2025-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.

[**“Insurer's Fiscal Agent”** means the agent designated by the Bond Insurer pursuant to the Bond Insurance Policy.]

“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, 2026.

“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 [with notice to the Bond Insurer].

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

(a) To the Issuer at:

City Hall
1507 Main Street
Hays, Kansas 67601

(b) To the Paying Agent at:

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

(c) To the Purchaser:

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

(d) To the Rating Agency(ies):

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

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

[(e) To the Bond Insurer:

Assured Guaranty Inc.
31 West 52nd Street
New York, New York 10019
Telephone: (212) 826-0100; Fax: (212) 339-3529

Build America Mutual Assurance Company
200 Liberty Street, 27th Floor
New York, New York 10281
Attn: Surveillance, Re: Policy No. [_____]
Telephone: (212) 235-2500; Fax: (212) 962-1710
Email: notices@buildamerica.com

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

“Notice Representative” means:

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

[e] With respect to the Bond Insurer, *[AG: Attn: Managing Director – Surveillance – Re: Policy No. [_____]]* **[BAM: Attn: Surveillance – Re: Policy No. [_____] (with a copy to Attn: General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 962-1524 and marked as “URGENT MATERIAL ENCLOSED” if the notice refers to an event of default or a claim on the Bond Insurance Policy).]**.]

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

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

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

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

“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)[; or (m) other investment obligations authorized by the laws of the State and approved in writing by the Bond Insurer], all as may be further restricted or modified by amendments to applicable State law.

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

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

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

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

“Rebate Fund” means the Rebate Fund for General Obligation Bonds, Series 2025-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.

“Refunded Notes” means the Series 2024-1 Notes in the aggregate principal amount of \$3,600,000.

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

“Refunded Notes Redemption Date” means October 1, 2025.

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

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

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

“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.

“Series 2024-1 Notes” means the Issuer's General Obligation Temporary Notes, Series 2024-1, dated October 30, 2024.

“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 [with notice to the Bond Insurer].

“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.

- [**“Term Bonds”** means the Bonds scheduled to mature in the year 2049.]
- [“____ Term Bonds” means the Bonds scheduled to mature in the year ____.]
- [**“2049 Term Bonds”** means the Bonds scheduled to mature in the year 2049.]
- [**“Term Bonds”** means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2049 Term Bonds.]

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$14,375,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

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

[SERIAL BONDS]

Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate of Interest	Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate of Interest
2026	\$370,000	_____ %	2038	\$785,000	_____ %
2027	355,000		2039	820,000	
2028	380,000		2040	855,000	
2029	395,000		2041	885,000	
2030	415,000		2042	925,000	
2031	440,000		2043	970,000	
2032	455,000		2044	1,010,000	
2033	480,000		2045	1,055,000	
2034	495,000		2046	305,000	
2035	510,000		2047	315,000	
2036	725,000		2048	330,000	
2037	755,000		2049	345,000	

[TERM BONDS]

Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate of Interest _____ %]
2049	\$ _____	_____ %]

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[, and shall appoint a successor Paying Agent at the request of the Bond Insurer,] 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 [acceptable to the Bond Insurer] has been appointed and has accepted the duties of Paying Agent or Bond Registrar. [Each successor Paying Agent shall be approved in writing by the Bond Insurer before the appointment of such successor Paying Agent shall become effective.]

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 Bond Insurer or] the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

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

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

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

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be

imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

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

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

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

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

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

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

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with

respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

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

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

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Bonds is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

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 Director of Finance 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 2034, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2033, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

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

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

*

*Final Maturity

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

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

[_____]*

*Final Maturity]

[(c) *2049 Term Bonds.*] The 2049 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 2049 Term Bonds:

Principal Amount	Year
\$	2049*

*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[, the Bond Insurer] and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

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

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

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

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

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

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

In addition to the foregoing notice, 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 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 2025-A.
- (b) Redemption Fund for Refunded Notes.
- (c) Debt Service Account for General Obligation Bonds, Series 2025-A (within the Bond and Interest Fund).
- (d) Rebate Fund for General Obligation Bonds, Series 2025-A.
- (e) Costs of Issuance Account for General Obligation Bonds, Series 2025-A.
- (f) Compliance Account.

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

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

- (a) Excess proceeds, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (c) An amount necessary to retire the Refunded Notes shall be deposited into the Refunded Notes Redemption Fund.
- (d) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

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

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section; and (3) 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 the Refunded Notes Redemption Fund. Moneys in the Refunded Notes Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Any moneys remaining in the Refunded Notes Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 506. 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 507. 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 508. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise

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

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

Section 509. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Compliance Account or Debt Service Account.

Section 510. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;
- (b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one

Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 604. [Control of Remedies Upon an Event of Default and Event of Insolvency. Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Bonds.]

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. [The Issuer shall notify the Bond Insurer of any defeasance under this Section.]

[Notwithstanding anything in this Bond Resolution to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.]

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance 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

[PROVISIONS RELATING TO THE BOND INSURANCE POLICY

*[AG:

Section 901. Payment Procedure Pursuant to Bond Insurance Policy. As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

(a) If, on the Business Day prior to the related Stated Maturity there is not on deposit with the Paying Agent, after making all transfers and deposits required under the Bond Resolution, moneys sufficient to pay the principal of and interest on the Bonds due on such Stated Maturity, the Paying Agent shall give notice to the Bond Insurer and to the Insurer's Fiscal Agent by telephone or telecopy of the amount of such deficiency by 1:00 p.m., New York City time, on such Business Day. If, on the related Stated Maturity, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Stated Maturity, the Paying Agent shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal on the Bonds, confirmed in writing to the Bond Insurer and the Insurer's Fiscal Agent by 1:00 p.m., New York City time, on such Stated Maturity by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

(b) In the event the claim to be made is for a mandatory sinking fund redemption installment, upon receipt of the moneys due, the Paying Agent shall authenticate and deliver to affected Owners who surrender their Bonds a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. The Paying Agent shall designate any portion of payment of principal on Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Bond Insurer, registered in the name of the Bond Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Bond or the subrogation rights of the Bond Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (as hereinafter defined) and the allocation of such funds to payment of interest on and principal paid in respect of any Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Bond Insurance Policy the Paying Agent shall establish a separate special purpose trust account for the benefit of Owners referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Bond Insurance Policy in trust on behalf of Owners and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Owners in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent.

Any funds remaining in the Policy Payments Account following a Stated Maturity date shall promptly be remitted to the Bond Insurer.

(c) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy.

(d) The Issuer agrees to pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur in connection with (1) the administration, enforcement, defense or preservation of any rights or security in respect of the Bond Resolution, (2) the pursuit of any remedies under the Bond Resolution or otherwise afforded by law or equity, (3) any amendment, waiver or other action with respect to, or related to, the Bond Resolution whether or not executed or completed, (4) the violation by the Issuer of any law, rule or regulation, or any judgment, order or decree applicable to it or (5) any litigation or other dispute in connection with the Bond Resolution or the transactions contemplated thereby, other than amounts resulting from the failure of the Bond Insurer to honor its obligations under the Bond Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Bond Resolution.

(e) Payments required to be made to the Bond Insurer shall be payable solely from the taxes levied pursuant to **Article IV** hereof and shall be paid (1) prior to an Event of Default, to the extent not paid from the Debt Service Account, and (2) after an Event of Default, with respect to amounts other than principal and interest on the Bonds, on the same priority as payments to the Paying Agent for expenses. The obligations to the Bond Insurer shall survive discharge or termination of the Bond Resolution.

(f) The Bond Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with this Bond Resolution, whether or not the Bond Insurer has received a Notice (as defined in the Bond Insurance Policy) of Nonpayment or a claim upon the Bond Insurance Policy.

Section 902. Consent of the Bond Insurer. Any provision of this Bond Resolution expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner which affects the rights of the Bond Insurer hereunder without the prior written consent of the Bond Insurer.

The Bond Insurer's consent shall be required in addition to Owner consent, when required, for the execution and delivery of any supplemental resolution, or any amendment, supplement or change to or modification of other documents relating to the security for the Bonds; removal or substitution of the Paying Agent; or approval of any action or document requiring approval of the Owners.

The Bond Insurer shall be deemed to be the sole Owner of the Bonds insured by it for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Bonds insured by it are entitled to take pursuant to this Bond Resolution.

Section 903. Notices to the Bond Insurer.

(a) While the Bond Insurance Policy is in effect, the Issuer shall, in addition to the other notice requirements contained in this Bond Resolution, furnish to the Bond Insurer:

(1) As soon as practicable after the filing thereof, a copy of any financial statement, audit and/or annual report of the Issuer;

(2) A copy of any notice to be given to the Owners, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Bonds;

(3) Notice of an Event of Default within five business days after the occurrence of such event; and

(4) such additional information as the Bond Insurer may reasonably request.

(b) The Issuer shall notify the Bond Insurer of any failure of the Issuer to provide relevant notices, certificates, etc.

(c) The Issuer will permit the Bond Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer. The Issuer will permit the Bond Insurer to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

(d) The Bond Insurer shall have the right to direct an accounting at the Issuer's expense, and the Issuer's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Bond Insurer shall be deemed an Event of Default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner.

(e) Notwithstanding any other provision of this Bond Resolution, the Issuer shall immediately notify the Bond Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder.

(f) In each case in which notice or other communication to the Bond Insurer refers to an Event of Default or with respect to which failure on the part of the Bond Insurer to respond shall be deemed to constitute consent or acceptance, then a copy of such notice or other communication shall also be sent to the attention of General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

Section 904. Third Party Beneficiary. To the extent that this Bond Resolution confers upon or gives or grants to the Bond Insurer any right, remedy, or claim under or by reason of this Bond Resolution, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 905. Parties Interested Herein. Nothing in this Bond Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Bond Insurer, the Paying Agent and the Owners, any right, remedy or claim under or by reason of this Bond Resolution, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, the Bond Insurer and the Owners of the Bonds.

Section 906. Suspension of Bond Insurer's Rights. Rights of the Bond Insurer to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which the Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.]*

**[BAM:

Section 907. Payment Procedure Pursuant to Bond Insurance Policy. As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

(a) In the event that principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.

(b) In the event that on the second (2nd) business day prior to the payment date on the Bonds, the Paying Agent has not received sufficient moneys to pay all principal of and interest on the Bonds due on the second (2nd) following business day, the Paying Agent shall immediately notify the Bond Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency.

(c) If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify the Bond Insurer or its designee.

(d) In addition, if the Paying Agent has notice that any Bondholder has been required to disgorge payments of principal of or interest on the Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Bondholder within the meaning of any applicable bankruptcy law, then the Paying Agent shall notify the Bond Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Bond Insurer.

(e) The Paying Agent shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Bonds as follows:

(1) If there is a deficiency in amounts required to pay interest and/or principal on the Bonds, the Paying Agent or Trustee shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holders of the Bonds in any legal proceeding related to the payment of and an assignment to the Bond Insurer of the claims for interest on the Bonds, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment from the Bond Insurer with respect to the claims for interest so assigned, and (iii) disburse the same to such respective holders; and

(2) If there is a deficiency in amounts required to pay principal of the Bonds, the Paying Agent shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holder of the Bonds in any legal proceeding related to the payment of such principal and an assignment to the Bond Insurer of the Bond surrendered to the Bond Insurer (but such assignment shall be delivered only if payment from the Bond Insurer is received), (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment therefore from the Bond Insurer, and (iii) disburse the same to such holders.

(f) Payments with respect to claims for interest on and principal of Bonds disbursed by the Paying Agent from proceeds of the Bond Insurance Policy shall not be considered to discharge the obligation of the Issuer with respect to such Bonds, and the Bond Insurer shall become the owner of such

unpaid Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraph (e) or otherwise.

(g) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent shall agree for the benefit of the Bond Insurer that:

(1) They recognize that to the extent the Bond Insurer makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent), on account of principal of or interest on the Bonds, the Bond Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the transaction documents and the Bonds; and

(2) They will accordingly pay to the Bond Insurer the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Bonds, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Bonds to holders, and will otherwise treat the Bond Insurer as the owner of such rights to the amount of such principal and interest.

Section 908. Notices to the Bond Insurer.

(a) While the Bond Insurance Policy is in effect, the Issuer shall, in addition to the other notice requirements contained in this Bond Resolution, furnish to the Bond Insurer:

(1) As soon as practicable after the filing thereof, a copy of any financial statement, audit and/or annual report of the Issuer;

(2) A copy of any notice to be given to the Owners, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Bonds;

(3) Copies of any filings or notices required to be given by the Issuer pursuant to the Disclosure Undertaking;

(4) Notice of an Event of Default within five business days after the occurrence of such event; and

(5) Such additional information as the Bond Insurer may reasonably request.

(b) The Issuer shall notify the Bond Insurer of any failure of the Issuer to provide relevant notices, certificates, etc.

(c) Notwithstanding any other provision of this Bond Resolution, the Issuer shall immediately notify the Bond Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder.

Section 909. Third Party Beneficiary. The Bond Insurer is explicitly recognized as and shall be deemed to be a third-party beneficiary of this Bond Resolution and may enforce any right, remedy or claim conferred, given or granted thereunder.

Section 910. Suspension of Bond Insurer's Rights. Rights of the Bond Insurer to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which the

Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.]**

ARTICLE X

CONTINUING DISCLOSURE REQUIREMENTS

Section 1001. 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 1002. 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. [The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer.] 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 XI

MISCELLANEOUS PROVISIONS

Section 1101. 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 Director of Finance[, and a duplicate copy of the audit shall be mailed to the Bond Insurer]. 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 1102. 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 Bond Insurer and] 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 [the Bond Insurer and] 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 Bond Insurer and] 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. [AG: Copies of any amendments shall be provided to each Rating Agency at least 10 days prior to the effective date thereof.] [BAM: Copies of any amendments which are consented to by the Bond Insurer shall be provided to Standard & Poor's.]

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the [Bond Insurer and 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, [shall be delivered to the Bond Insurer] 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 Bond Insurer and] 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 1103. 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 1104. 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[and the Bond Insurer]. The Issuer, the Paying Agent[, the Bond Insurer] 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 1105. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1106. Further Authority. The officers and officials of the Issuer, including the Mayor, Director of Finance, 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 1107. 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 1108. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1109. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Commission on August 28, 2025.

(SEAL)

ATTEST:

Mayor

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on August 28, 2025, as the same appears of record in my office.

DATED: August 28, 2025.

Clerk

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EXHIBITA
(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 ELLIS
CITY OF HAYS
GENERAL OBLIGATION BOND
SERIES 2025-A**

Interest Rate:	Maturity Date:	Dated Date: September 25, 2025	CUSIP:
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Hays, in the County of Ellis, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2026 (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 2025-A,” aggregating the principal amount of \$14,375,000* (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 65-163d *et seq.*, K.S.A. 12-1736 *et seq.*, and K.S.A. 14-570 *et seq.* as amended by Charter Ordinance No. 32, 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 within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

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 Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF HAYS, KANSAS

(Facsimile Seal)

By: _____ (facsimile) _____
Mayor

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2025-A, of the City of Hays, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: September 25, 2025

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

By _____

Registration Number: _____

LEGAL OPINION

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

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

[STATEMENT OF INSURANCE]

[**AG**: Assured Guaranty Inc. (“AG”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to the Treasurer of the State of Kansas, Topeka, Kansas, or its successor, as paying agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AG or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AG as more fully set forth in the Policy.]

[**BAM**: Build America Mutual Assurance Company (“BAM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to the Treasurer of the State of Kansas, Topeka, Kansas, or its successor, as paying agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Bond Insurance Policy shall be made in accordance with the

provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Bond Insurance Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Bond Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Bond Resolution, at law or in equity.]*

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 guaranteee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF ELLIS)

The undersigned, Clerk of the City of Hays, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of September 25, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on September 25, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Treasurer of the State of Kansas



City Commission Meeting AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 8

MEETING DATE: 8-28-2025

TOPIC:

Ordinance Authorizing and Providing for the Issuance of Taxable General Obligation Bonds, Series 2025-B

ACTION REQUESTED:

Approve Ordinance No. 4079 authorizing the City to issue Taxable General Obligation Bonds, Series 2025-B, to fund an economic development grant.

NARRATIVE:

The City previously approved several projects including Automated Metering Infrastructure (AMI), a Police facility, The Grove RHID development as well as an economic development grant to Grow Hays related to The Grove RHID project. The City also authorized the sale of its General Obligation Bonds, Series 2025-A and 2025-B in order to finance the funding of the projects mentioned. Bids for the sale of the Bonds will be received on August 28, 2025, and the best bid will be presented for approval. Approval of the winning bid, the Bond Ordinances, and the Bond Resolutions will authorize the City to issue the Bonds to fund the above projects and grant.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Kim Rupp, Director of Finance

ADMINISTRATION RECOMMENDATION:

Approve the Bond Ordinance.

ATTACHMENTS:

Bond Ordinance No. 4079

**EXCERPT OF MINUTES OF A MEETING
OF THE CITY COMMISSION OF
THE CITY OF HAYS, KANSAS
HELD ON AUGUST 28, 2025**

The City Commission (the “Governing Body”) met in regular session at the usual meeting place in the City, at 4:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of Taxable General Obligation Bonds, Series 2025-B, dated September 25, 2025, of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto.

The Governing Body reviewed and considered the bids and it was found and determined that the bid of [PURCHASER], [PURCHASER CITY, STATE], was the best bid for the Bonds, a copy of which is attached hereto as **EXHIBIT B**. There was presented an Ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF
TAXABLE GENERAL OBLIGATION BONDS, SERIES 2025-B, OF THE CITY OF
HAYS, 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.**

There was also presented a Resolution entitled:

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND
AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE
GENERAL OBLIGATION BONDS, SERIES 2025-B, OF THE CITY OF HAYS,
KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [] OF THE
ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE
FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING
CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

Commissioner _____ moved that (1) the bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of the bids and the terms specified in the Notice of Bond Sale, (2) the Ordinance be passed, and (3)

the Resolution be adopted. The motion was seconded by Commissioner _____. The motion was carried by the following vote of the governing body:

Yea: _____.

Nay: _____.

The Mayor declared (1) the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. ____, was signed by the Mayor and attested by the Clerk and the Ordinance was directed to be published one time in the official news outlet of the City, and (2) the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2025-_____, and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Hays, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

EXHIBIT A
BID TABULATION

CITY OF HAYS, KANSAS
TAXABLE GENERAL OBLIGATION BONDS

Dated: September 25, 2025
Series 2025-B

Sale Date: August 28, 2025
[____] A.M., Central Time
Max Interest Rate: [____]%

BIDDERS

[to be inserted]

EXHIBIT B

(BID OF PURCHASER)

[to be inserted]

Gilmore & Bell, P.C.
08/01/2025

ORDINANCE NO. 4079

OF

THE CITY OF HAYS, KANSAS

PASSED

AUGUST 28, 2025

**TAXABLE GENERAL OBLIGATION BONDS
SERIES 2025-B**

(PUBLISHED IN THE OFFICIAL CITY NEWS OUTLET ON AUGUST 29, 2025)

ORDINANCE NO. 4079

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 2025-B, OF THE CITY OF HAYS, 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 Hays, Kansas (the “City”) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to K.S.A. 12-1617h, Article 12, Section 5 of the Constitution of the State of Kansas, K.S.A. 12-101 *et seq.* as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Commission of the City (the “Governing Body”) has authorized the making of a certain economic development grant described as follows (the “Grant”):

<u>Project Description</u>	<u>Ordinance No.</u>	<u>Amount*</u>
The Grove	4064	\$824,996

* Plus associated interest and costs of issuance

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to fund the Grant; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$860,000* of its general obligation bonds[, together with bid premium thereon,] to fund the Grant; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HAYS, 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.*, K.S.A. 12-1617h, Article 12, Section 5 of the Constitution of the State of Kansas, and K.S.A. 12-101 *et seq.*, all as amended and supplemented from time to time.

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

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

“Bonds” means the City's Taxable General Obligation Bonds, Series 2025-B, dated September 25, 2025, authorized by this Ordinance.

“City” means the City of Hays, 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.

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

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

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

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

“State” means the State of Kansas.

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

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Bonds, Series 2025-B, of the City in the principal amount of \$860,000*, for the purpose of providing funds to: (a) fund the Grant; 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 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, Director of Finance, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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

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

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PASSED by the City Commission on August 28, 2025 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on August 28, 2025; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the official City news outlet on August 29, 2025.

DATED: August 29, 2025.

Clerk

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**CITY OF
Hays**

**City Commission Meeting
AGENDA ITEM COVER SHEET**

COMMISSION AGENDA ITEM NO. 9

MEETING DATE: 8-28-2025

TOPIC:

Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of Taxable General Obligation Bonds, Series 2025-B

ACTION REQUESTED:

Approve Resolution No. 2025-014 prescribing the form and details of the City's Taxable General Obligation Bonds, Series 2025-B.

NARRATIVE:

The City previously approved several projects including Automated Metering Infrastructure (AMI), a Police facility, The Grove RHID development as well as an economic development grant to Grow Hays related to The Grove RHID project. The City also authorized the sale of its General Obligation Bonds, Series 2025-A and 2025-B in order to finance the funding of the projects mentioned. Bids for the sale of the Bonds will be received on August 28, 2025, and the best bid will be presented for approval. Approval of the winning bid, the Bond Ordinances, and the Bond Resolutions will authorize the City to issue the Bonds to fund the above projects and grant.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Kim Rupp, Director of Finance

ADMINISTRATION RECOMMENDATION:

Approve the Bond Sale Resolution.

ATTACHMENTS:

Bond Sale Resolution No. 2025-014

Gilmore & Bell, P.C.
08/01/2025

RESOLUTION NO. 2025-014

OF

THE CITY OF HAYS, KANSAS

ADOPTED

AUGUST 28, 2025

**TAXABLE GENERAL OBLIGATION BONDS
SERIES 2025-B**

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RESOLUTION NO. 2025-014

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 2025-B, OF THE CITY OF HAYS, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 4079 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the City Commission of the Issuer (the "Governing Body") to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$860,000* to fund the Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HAYS, 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.*, K.S.A. 12-1617h, Article 12, Section 5 of the Constitution of the State of Kansas, and K.S.A. 12-101 *et seq.*, all as amended and supplemented from time to time.

"Authorized Denomination" means \$5,000 or any integral multiples thereof.

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

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

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

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

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

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

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

“Bonds” or **“Bond”** means the Taxable General Obligation Bonds, Series 2025-B, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

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

“City” means the City of Hays, 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.

“Compliance Account” means the Compliance Account created pursuant to **Section 501** hereof.

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

“Costs of Issuance Account” means the Costs of Issuance Account for Taxable General Obligation Bonds, Series 2025-B created pursuant to **Section 501** hereof.

“Dated Date” means September 25, 2025.

“Debt Service Account” means the Debt Service Account for Taxable General Obligation Bonds, Series 2025-B created within the Bond and Interest Fund pursuant to **Section 501** hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

“Director of Finance” means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, 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.

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

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

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

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

“Grant” means the economic development grant referred to in the preamble to the Ordinance.

“Grant Disbursement Fund” means the Grant Disbursement Fund for Taxable General Obligation Bonds, Series 2025-B created pursuant to *Section 501* hereof.

“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, 2026.

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

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

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

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

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

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

(a) To the Issuer at:

City Hall
1507 Main Street
Hays, Kansas 67601

(b) To the Paying Agent at:

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

(c) To the Purchaser:

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

(d) To the Rating Agency(ies):

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

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

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

“Notice Representative” means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- [**“Term Bonds”** means the Bonds scheduled to mature in the year 2035.]
- [**“____ Term Bonds”** means the Bonds scheduled to mature in the year ____.]
- [**“2035 Term Bonds”** means the Bonds scheduled to mature in the year 2035.]
- [**“Term Bonds”** means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2035 Term Bonds.]

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$860,000*, for the purpose of providing funds to: (a) fund the Grant; 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]

Stated Maturity <u>September 1</u>	Principal Amount	Annual Rate of Interest
2031	\$155,000	_____ %
2032	165,000	
2033	170,000	
2034	180,000	
2035	190,000	

[TERM BONDS]

Stated Maturity	Principal	Annual Rate of Interest
<u>September 1</u> 2035	<u>Amount</u> \$_____	<u>%</u>]

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

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

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

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

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

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

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

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

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

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

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

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

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

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

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

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

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

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

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

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

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

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

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

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

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

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

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

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

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of

any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

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

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

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

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Bonds is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the

Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

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

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

Principal Amount	Year
\$	

*

*Final Maturity

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

<u>Principal Amount</u>	<u>Year</u>
\$	[____]*
<hr/>	

*Final Maturity]

[] (c) *2035 Term Bonds.*] The 2035 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 2035 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	2035*
<hr/>	

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

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

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

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

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

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

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

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

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

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

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

In addition to the foregoing notice, 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 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) Grant Disbursement Fund for Taxable General Obligation Bonds, Series 2025-B.

- (b) Debt Service Account for Taxable General Obligation Bonds, Series 2025-B (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for Taxable General Obligation Bonds, Series 2025-B.
- (d) Compliance Account.

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) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Grant Disbursement Fund.

Section 503. Application of Moneys in the Grant Disbursement Fund. Moneys in the Grant Disbursement Fund shall be used for the sole purpose of: (a) funding the Grant; and (b) paying Costs of Issuance, if necessary.

Withdrawals from the Grant Disbursement Fund shall be made only when authorized by the Governing Body supported by a certificate executed by the Director of Finance stating that such payment is being made for a purpose within the scope of this Bond Resolution and the Grant. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Any surplus remaining in the Grant Disbursement 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; and (3) 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 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; and (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and

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

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

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such 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.

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Compliance Account or Debt Service Account.

Section 508. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and

compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

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

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

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

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the

interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. 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 Director of Finance. 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 802. 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 provide for Substitute Improvements, 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 803. 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 804. 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 805. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 806. Further Authority. The officers and officials of the Issuer, including the Mayor, Director of Finance, 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 807. 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 808. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 809. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Commission on August 28, 2025.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on August 28, 2025, as the same appears of record in my office.

DATED: August 28, 2025.

Clerk

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EXHIBITA
(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 ELLIS
CITY OF HAYS
TAXABLE GENERAL OBLIGATION BOND
SERIES 2025-B**

Interest Rate:	Maturity Date:	Dated Date: September 25, 2025	CUSIP:
---------------------------	---------------------------	---	---------------

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Hays, in the County of Ellis, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2026 (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 “Taxable General Obligation Bonds, Series 2025-B,” aggregating the principal amount of \$860,000* (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-1617h, Article 12, Section 5 of the Constitution of the State of Kansas, and K.S.A. 12-101 *et seq.*, 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 within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

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 Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF HAYS, KANSAS

(Facsimile Seal)

By: _____ (facsimile) _____
Mayor

ATTEST:

By: _____ (facsimile) _____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of Taxable General Obligation Bonds, Series 2025-B, of the City of Hays, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: September 25, 2025

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

By _____

Registration Number: _____

LEGAL OPINION

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

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

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

Dated _____

Name _____

Social Security or
Taxpayer Identification No. _____

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

Signature guaranteee: _____

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
)
) SS.
COUNTY OF ELLIS)

The undersigned, Clerk of the City of Hays, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of September 25, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on September 25, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Treasurer of the State of Kansas



City Commission Meeting AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 10

MEETING DATE: 8-28-2025

TOPIC:

Resolution Authorizing and Directing the Issuance, Sale, and Delivery of General Obligation Temporary Notes, Series 2025-1

ACTION REQUESTED:

Approve Resolution No. 2025-015 authorizing the issuance and prescribing the form and details of the City's General Obligation Temporary Notes, Series 2025-1, to temporarily finance infrastructure and improvements to the I70 Exit 161 property.

NARRATIVE:

The City has previously considered the need for infrastructure and improvements at the I70 Exit 161 property owned by the City. Proceeds from the issuance of the Notes will be utilized to temporarily finance a portion of the costs of that project. This project is in its infancy and will be permanently financed with General Obligation debt next year as true design and construction costs are realized.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Kim Rupp, Director of Finance

ADMINISTRATION RECOMMENDATION:

Approve the Temporary Notes Sale Resolution.

ATTACHMENTS:

Temporary Notes Sale Resolution No. 2025-015

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYS, KANSAS
HELD ON AUGUST 28, 2025**

The governing body met in regular session at the usual meeting place in the City, at 4:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 2025-1, dated September 25, 2025, of the City had been received. A tabulation of the bids is set forth as *Exhibit A* hereto.

The governing body reviewed and considered the bids and it was found and determined that the bid of [PURCHASER], [PURCHASER CITY, STATE], was the best bid for the Notes, a copy of which is attached hereto as *Exhibit B*. There was then presented a Resolution entitled:

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE
AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES,
SERIES 2025-1, OF THE CITY OF HAYS, KANSAS; PROVIDING FOR THE
LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE
PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES
AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND
AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY
THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND
ACTIONS CONNECTED THEREWITH.**

Commissioner _____ moved that (1) the bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of the bids and the terms specified in the Notice of Note Sale, and (2) the Resolution be adopted. The motion was seconded by Commissioner _____. The motion was carried by the following vote of the governing body:

Yea: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2025-_____, and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Hays, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

EXHIBIT A
BID TABULATION

**\$4,075,000* CITY OF HAYS, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES**

Dated: September 25, 2025
Series 2025-1

Sale Date: August 28, 2025
[____] A.M., Central Time
Max Interest Rate: _____%

BIDDERS

[to be inserted]

EXHIBIT B

(BID OF PURCHASER)

Gilmore & Bell, P.C.
08/05/2025

RESOLUTION NO. 2025-015

OF

THE CITY OF HAYS, KANSAS

ADOPTED

AUGUST 28, 2025

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025-1**

RESOLUTION

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RESOLUTION NO. 2025-015

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025-1, OF THE CITY OF HAYS, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Hays, Kansas (the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer 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 (K.S.A.)</u>	<u>Amount to be Financed*</u>
Exit 161 Infrastructure Improvements	2025-010	14-570 <i>et seq.</i> /Ch. Ord. 32	\$4,000,000

* Plus associated interest and costs of issuance

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, none of such general obligation bonds or temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

WHEREAS, the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the City on this date awarded the sale of such Notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$4,075,000* to pay a portion of the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYS, 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 Note 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, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 14-570 *et seq.* as amended by Charter Ordinance No. 32, all as amended and supplemented from time to time.

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

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

“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.

“Business Day” means a day other than a Saturday, Sunday or holiday 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.

“City” means the City of Hays, Kansas.

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

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

“Compliance Account” means the Compliance Account created pursuant to **Section 501** hereof.

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

“Costs of Issuance” means all costs of issuing the Notes, 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, and all expenses incurred in connection with receiving ratings on the Notes.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2025-1 created pursuant to **Section 501** hereof.

“Dated Date” means September 25, 2025.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2025-1 (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes 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 Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

“Director of Finance” means the duly appointed and acting Director of Finance of the Issuer or, in the Director's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, 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 Notes 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 Notes 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 Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) 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 Notes 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 of the Issuer 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 by or referred to in **Section 501** hereof.

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 2025-1 created pursuant to **Section 501** hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution 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 Note Resolution.

“Interest Payment Date(s)” means the Maturity of the Note.

“Issue Date” means the date when the Issuer delivers the Notes 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 Note means the date on which the principal of such Note 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.

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

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

“Note Registrar” means the State Treasurer and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the General Obligation Temporary Notes, Series 2025-1, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

City Hall
1507 Main Street
Hays, Kansas 67601

(b) To the Paying Agent at:

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

(c) To the Purchaser:

[Purchaser]
[Purchaser Address]
Fax: [Purchaser Fax]

(d) To the Rating Agency(ies):

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

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

“Notice Representative” means:

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

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

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

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

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

“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 Notes plus accrued interest to the date of delivery[, plus a premium of \$_____][, less an underwriting discount of \$_____] .

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

“Rating Agency” means any company, agency or entity that provides financial ratings for the Notes.

“Rebate Fund” means the Rebate Fund for General Obligation Temporary Notes, Series 2025-1 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” when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

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

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* 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” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial 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 Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

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

“Treasurer” means the duly appointed and/or elected Treasurer 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 NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2025-1, of the Issuer in the principal amount of \$4,075,000*, 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 Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity,

subject to redemption and payment prior to the Stated Maturity as provided in **Article III** hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity	Principal	Annual Rate of Interest
October 1	Amount	_____ %
2026	\$4,075,000*	

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

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

Every Paying Agent or Note 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 Notes. The principal of, or Redemption Price, if any, and interest on the Notes 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 and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note 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 Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note 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 Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note 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 Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note 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 Notes 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 Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

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

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes 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 Note 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 Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. 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 Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note 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 Note 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 Note is registered on the Note Register as the absolute Owner of such Note, whether such Note 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 Note 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 Note 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 Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

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

The Notes 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 Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been

duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

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

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

Upon the issuance of any new Note under this Section, the Issuer 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 Note 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 Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes 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 Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes 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 Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, 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 Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes 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 Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes 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 Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes 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 Note 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 Note. Upon the issuance of Replacement Notes, 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 Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes 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 Note Registrar receives written evidence satisfactory to the Note 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 Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note 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 Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note 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 Note, and such Note 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 relating to the Notes is hereby ratified and approved. For the purpose of enabling the Purchaser to comply

with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the Mayor or chief financial officer of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

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 or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes 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 Notes sufficient copies of the final 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 Notes. The sale of the Notes 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 Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on June 1, 2026, and thereafter, as a whole or in part (selection of the amount of Notes 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 thereon to the Redemption Date.

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

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note 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 Note 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 Note to the Note 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 Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note 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 Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note 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 Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. 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 Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note 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 Notes 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 Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note 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 Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes 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 Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes 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 Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes 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 Note 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 Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes 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 Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

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

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer, and if not so paid, 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 Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by 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 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 deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, 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 Notes 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 NOTE PROCEEDS

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

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2025-1.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2025-1.
- (c) Rebate Fund for General Obligation Temporary Notes, Series 2025-1.
- (d) Costs of Issuance Account for General Obligation Temporary Notes, Series 2025-1.
- (e) Compliance Account.

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

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

- (a) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (b) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this **Article V**.

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Clerk (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes 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 of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section; and (3) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes 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 Notes 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 Notes as and when the same become due and the usual and customary fees and expenses of the Note 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 Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, 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 Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes 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 Note Resolution and shall

be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued 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 Notes 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) of the Code 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 Notes 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 Note 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 Notes.

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 Note 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 be credited to the Debt Service Account.

Section 508. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

Section 509. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitration law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note 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 Notes.

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 Note 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 Notes by this Note 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 Notes 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 Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note 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 Notes 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 Notes 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 Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, 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 Note Registrar to give such notice of redemption in compliance with **Article III**. 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 Notes, 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 Notes, 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 Note 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 Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor, Director of Finance 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 Notes 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 Notes pursuant

to **Article VII** hereof or any other provision of this Note 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.

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 Notes, 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 of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note 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 Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes 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 Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal or interest on any Note;

- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note 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 Notes among Improvements, to provide for Substitute Improvements, to conform this Note 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 Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note 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 Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note 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 Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note 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 Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note 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 Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes 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 Notes 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 Note 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 transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 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 Note 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 Note 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 Note Resolution.

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

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on August 28, 2025.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on August 28, 2025, as the same appears of record in my office.

DATED: August 28, 2025.

Clerk

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EXHIBIT A
(FORM OF NOTES)

**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 ELLIS
CITY OF HAYS
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2025-1**

Interest Rate:	Maturity Date:	Dated Date: September 25, 2025	CUSIP:
---------------------------	---------------------------	---	---------------

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Hays, in the County of Ellis, 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 at maturity or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note 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 a payment to Cede & Co. or any Owner of

\$500,000 or more in aggregate principal amount of Notes by electronic transfer to such Owner upon written notice given to the Note 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 Notes 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 Note Resolution.

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

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes, Series 2025-1," aggregating the principal amount of \$4,075,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. 14-570 *et seq.* as amended by Charter Ordinance No. 32, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, 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 pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, 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 Notes by the Securities Depository's participants, beneficial ownership of the Notes 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 Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (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 Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note 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 Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE 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 Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes 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 Note 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 Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note 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 Notes are issued in fully registered form in Authorized Denominations.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note 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 Note 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 notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF HAYS, KANSAS

(Facsimile Seal)

By: _____ (manual or facsimile)
Mayor

ATTEST:

By: _____ (manual or facsimile)
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

By: _____ (manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2025-1, of the City of Hays, Kansas, described in the within-mentioned Note Resolution.

Registration Date: September 25, 2025

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

By: _____

Registration Number: 0160-026-092525-_____

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 Notes:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$ _____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note 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 guaranteee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
)
) SS.
COUNTY OF ELLIS)
)

The undersigned, Clerk of the City of Hays, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of September 25, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

_____ (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on September 25, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Treasurer of the State of Kansas



**CITY OF
Hays**

**City Commission Meeting
AGENDA ITEM COVER SHEET**

COMMISSION AGENDA ITEM NO. 11

MEETING DATE: 8-28-2025

TOPIC:

Resolution Authorizing and Directing the Issuance, Sale, and Delivery of Taxable General Obligation Temporary Notes, Series 2025-2

ACTION REQUESTED:

Approve Resolution No. 2025-016 authorizing the issuance of the City's Taxable General Obligation Temporary Notes, Series 2025-2.

NARRATIVE:

The City has identified the need to design and construct a new police station/municipal court facility at an approximate cost of \$8.9M. The City plans to finance the initial costs through a taxable general obligation temporary note issuance where the City will also act as the temporary note purchaser. These temporary notes will be authorized by resolution and retired from amounts currently available in the City's bond and interest fund. The City's purchase of its own notes will save costs of issuance that would be applicable if the Series 2025-2 Notes were sold to a third-party purchaser.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Kim Rupp, Director of Finance

ADMINISTRATION RECOMMENDATION:

Approve the Temporary Notes Sale Resolution.

ATTACHMENTS:

Staff Memo
Temporary Notes Sale Resolution No. 2025-016



City Commission Work Session

Agenda Memo

From: Kim Rupp, Director of Finance

Work Session: August 21, 2025

Subject: Resolution Authorizing and Directing the Issuance, Sale, and Delivery of Taxable General Obligation Temporary Notes, Series 2025-2

Person(s) Responsible: Kim Rupp, Director of Finance

Summary

The City has identified the need to design and construct a new police station/municipal court facility at an approximate cost of \$8.9M. The City plans to finance the initial costs through a taxable general obligation temporary note issuance where the City will also act as the temporary note purchaser. These temporary notes will be authorized by resolution and retired from amounts currently available in the City's bond and interest fund.

Background

The City seeks to renovate an existing building located at the corner of 12th and Fort Street in the City to serve as a new police station and municipal court facility.

Discussion

Approval of the Taxable Temporary Note Resolution authorizes the City to issue its Taxable General Obligation Temporary Notes, Series 2025-2 in the amount of \$679,000 in order to pay a portion of the costs of the Project. The Series 2025-2 Notes will be purchased by the City as an investment and will be retired from amounts currently available in the City's bond and interest fund. The City's purchase of its own notes will save costs of issuance that would be applicable if the Series 2025-2 Notes were sold to a third-party purchaser.

Legal Consideration

Special legal counsel, Gilmore & Bell P.C. along with the City Attorney has reviewed all the documentation submitted. All aspects comply with Kansas law. There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

Approval of the Taxable Temporary Note Resolution will result in an issuance of general obligation debt of the City. The Series 2025-2 Notes will count against the City's debt limit and are payable from ad valorem taxes; however, the City currently has sufficient amounts in the bond and interest fund to repay the Series 2025-2 Notes and therefore the Series 2025-2 Notes are not expected to remain outstanding or be refinanced beyond the contemplated December 1, 2025 maturity date.

Options

The City Commission has the following options:

- Approve the resolution
- Decline to approve the resolution
- Provide other direction to City staff

Recommendation

Advance the financing plan by approving the resolution.

Action Requested

Approve a resolution authorizing the issuance of the City's Taxable General Obligation Temporary Notes, Series 2025-2.

Supporting Documentation

Note Resolution

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYS, KANSAS
HELD ON AUGUST 28, 2025**

The governing body met in regular session at the usual meeting place in the City, at 4:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025-2, OF THE CITY OF HAYS, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Commissioner _____ moved that the Resolution be adopted. The motion was seconded by Commissioner _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: _____

Nay: _____

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2025-_____, and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Hays, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
08/07/2025

RESOLUTION NO. 2025-016

OF

THE CITY OF HAYS, KANSAS

ADOPTED

AUGUST 28, 2025

**TAXABLE GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025-2**

RESOLUTION

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RESOLUTION NO. 2025-016

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025-2, OF THE CITY OF HAYS, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Hays, Kansas (the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer 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 (K.S.A.)</u>	<u>Amount</u>
Police Station Project	2024-029	12-1736 <i>et seq.</i>	\$8,900,000

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, general obligation bonds and temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay a the remaining authorized portion of the costs of the Improvements; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$679,000 to pay a portion of the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYS, 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 Note 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, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 12-1736 *et seq.*, all as amended and supplemented from time to time.

“Authorized Denomination” means \$100,000 or any amount in excess thereof.

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

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

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“City” means the City of Hays, Kansas.

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

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

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

“Costs of Issuance” means all costs of issuing the Notes, 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, and all expenses incurred in connection with receiving ratings on the Notes.

“Dated Date” means September 25, 2025.

“Debt Service Account” means the Debt Service Account for Taxable General Obligation Temporary Notes, Series 2025-2 (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes 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 Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

“Director of Finance” means the duly appointed and acting Director of Finance of the Issuer or, in the Director's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

“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 Notes 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 Notes 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 Notes or in this Note Resolution on the part of the

Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer 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 by or referred to in **Section 501** hereof.

“Improvement Fund” means the Improvement Fund for Taxable General Obligation Temporary Notes, Series 2025-2 created pursuant to **Section 501** hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution 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 Note Resolution.

“Interest Payment Date(s)” means the Maturity of the Note.

“Issue Date” means the date when the Issuer delivers the Notes 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 Note means the date on which the principal of such Note 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.

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

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

“Note Registrar” means the Treasurer, and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the Taxable General Obligation Temporary Notes, Series 2025-2, authorized and issued by the Issuer pursuant to this Note Resolution.

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

- (a) To the Issuer, Note Registrar, Paying Agent, and Purchaser at:

1507 Main Street
Hays, Kansas 67601
Fax: (785) 628-7323

- (b) To the Rating Agency(ies):

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

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

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar, Paying Agent, and Purchaser, the Treasurer.
- (c) With respect to any Rating Agency, any Vice President thereof.

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

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

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register.

“Paying Agent” means the 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 Notes.

"Purchaser" means the City, and any successors and assigns.

"Rating Agency" means any company, agency or entity that provides financial ratings for the Notes.

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

"Redemption Date" when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

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

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

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of McGraw Hill Financial 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 Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

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

“Treasurer” means the duly appointed and/or elected Treasurer 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 NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Temporary Notes, Series 2025-2, of the Issuer in the principal amount of \$679,000, 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 Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity	Principal	Annual Rate of Interest
December 1	Amount	[____]%
2025	\$679,000	

The Notes 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 Notes, 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 Note Registrar. The Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes.

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

Every Paying Agent or Note 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 Notes. The principal of, or Redemption Price, if any, and interest on the Notes 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 and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note 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 Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note 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 Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note 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 Note and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note 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 Notes 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 Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

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

Notes may be transferred and exchanged only on the Note Register as provided in this Section. An Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes 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 Note 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 Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. 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 Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note 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 Note 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 Note is registered on the Note Register as the absolute Owner of such Note, whether such Note 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 Note 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 Note 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 Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

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

The Notes 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 Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

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

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

Upon the issuance of any new Note under this Section, the Issuer 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 Note 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 Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes 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 Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note 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 Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note 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 Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 211. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. Delivery of the Notes shall be made to the Purchaser on the Issue Date, upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity as a whole or in part (selection of the amount of Notes 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 thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a

full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note 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 Note 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 Note to the Note 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 Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note 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 Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 7 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 7 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 Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the State Treasurer. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. 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 Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note 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 Notes 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 Notes or portions of Notes that are to be redeemed on such Redemption Date.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes 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 Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes 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 Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

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

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the identification numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes 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 Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the identification number of the Notes 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 Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer, and if not so paid, 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 Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by 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 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 deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, 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 Notes 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 NOTE PROCEEDS

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

- (a) Improvement Fund for Taxable General Obligation Temporary Notes, Series 2025-2.
- (b) Debt Service Account for Taxable General Obligation Temporary Notes, Series 2025-2.

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

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; and (c) paying Costs of Issuance.

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Director of Finance (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price

of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes 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 of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer 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 Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes 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 Notes under State 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 Notes as and when the same become due and the usual and customary fees and expenses of the Note 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 Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, 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 Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes 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 Note Resolution and shall be held by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise

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

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

ARTICLE VI

DEFAULT AND REMEDIES

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

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note 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 Notes.

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 Note 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 Notes by this Note 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 Notes 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 Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note 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 Notes 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 Notes 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 Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, 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 Note Registrar to give such notice of redemption in compliance with *Article III*. 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 Notes, 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 Notes, 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 Note Resolution.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. 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 Notes, 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 of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 802. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes 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 Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note 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 Notes among Improvements, to provide for Substitute Improvements, 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 Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note 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 Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

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

Section 803. 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 Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note 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 Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note 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 Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes 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 Notes and that the pledgee is not the Issuer.

Section 804. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note 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 805. Electronic Transactions. The transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 806. 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 Note 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 807. Severability. If any section or other part of this Note 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 Note Resolution.

Section 808. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 809. Effective Date. This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on August 28, 2025.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on August 28, 2025, as the same appears of record in my office.

DATED: August 28, 2025.

Clerk

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EXHIBIT A
(FORM OF NOTES)

**REGISTERED
NUMBER** _____

**REGISTERED
\$**

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF ELLIS
CITY OF HAYS
TAXABLE GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2025-2

Interest Rate:	Maturity Date:	Dated Date: September 25, 2025	Identification Number:
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Hays, in the County of Ellis, 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 at maturity or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the City of Hays, Kansas (the "Paying Agent" and "Note Registrar"). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note 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 a payment to any Owner of \$500,000 or more in aggregate principal amount of Notes by electronic transfer to such Owner upon written notice given to the Note 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 Notes 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 Note Resolution.

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

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “Taxable General Obligation Temporary Notes, Series 2025-2,” aggregating the principal amount of \$679,000 (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. 12-1736 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, 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 pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

Transfer and Exchange. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes 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 Note Resolution and upon payment of the charges therein prescribed. A Registered Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note 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 Notes are issued in fully registered form in Authorized Denominations.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note 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 Note 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 notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF HAYS, KANSAS

(Facsimile Seal)

By: _____ (manual or facsimile)
Mayor

ATTEST:

By: _____ (manual or facsimile)
Clerk

This Taxable General Obligation Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

By: _____ (manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of Taxable General Obligation Temporary Notes, Series 2025-2, of the City of Hays, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Treasurer, City of Hays, Kansas,
as Note Registrar and Paying Agent

By: _____

Registration Number: 0160-026-092525-____

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 Notes:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$ _____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note 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 guaranteee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
)
COUNTY OF ELLIS)
) SS.

The undersigned, Clerk of the City of Hays, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of September 25, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

_____ (facsimile)

Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
Treasurer of the State of Kansas



City Commission Meeting AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 12

MEETING DATE: 8-28-2025

TOPIC:

Tallgrass Reinvestment Housing Incentive District (RHID) Discussion and The Grove Update

ACTION REQUESTED:

N/A

NARRATIVE:

Doug Williams, Grow Hays Executive Director, will be in attendance to discuss the Tallgrass RHID and to give an update on The Grove.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Doug Williams, Grow Hays Executive Director

ADMINISTRATION RECOMMENDATION:

N/A

ATTACHMENTS:

None



**CITY OF
Hays**

**City Commission Meeting
AGENDA ITEM COVER SHEET**

COMMISSION AGENDA ITEM NO. 13

MEETING DATE: 8-28-2025

TOPIC:

Airport Parking Lot Expansion – Award of Bid

ACTION REQUESTED:

Accept the bid from Morgan Brothers Construction Inc. in the amount of \$248,019.98 and authorize a total project expenditure not to exceed \$295,519.98 to expand the Terminal passenger parking lot at the Hays Regional Airport, to be paid from the Airport Improvement Fund.

NARRATIVE:

Bids for the expansion of the parking lot at the Hays Regional Airport were opened on July 29, 2025. This project includes minor removal of existing concrete and storm sewer and the installation of new concrete pavement, curb and gutter. This expands the existing Terminal passenger parking lot consisting of 101 parking spaces to 164 paved parking spaces. The low bid came from Morgan Brothers Construction Inc. of LaCrosse, Kansas, in the amount of \$248,019.98.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Jamie Salter, Director of Hays Regional Airport

ADMINISTRATION RECOMMENDATION:

Staff recommends accepting the low bid from Morgan Brothers Construction Inc. in the amount of \$248,019.98 and authorizing a total project expenditure cost not to exceed \$295,519.98 to expand the Airport Terminal passenger parking lot, to be paid from the Airport Improvement Fund.

ATTACHMENTS:

- Staff Memo
- Location Map
- Visuals
- Bid Tabulations
- Contractor Evaluation Forms
- Contract



City Commission Work Session Agenda Memo

From: Jamie Salter, Director of Hays Regional Airport

Work Session: August 21, 2025

Subject: Airport Parking Lot Expansion – Award of Bid

Person(s) Responsible: Jamie Salter, Director of Hays Regional Airport

Summary

Bids for the expansion of the parking lot at the Hays Regional Airport were opened on July 29, 2025. This project includes minor removal of existing concrete and storm sewer and the installation of new concrete pavement, curb and gutter. This expands the existing Terminal passenger parking lot consisting of 101 parking spaces to 164 paved parking spaces. The low bid came from Morgan Brothers Construction Inc. of LaCrosse, Kansas, in the amount of \$248,019.98.

Staff recommends accepting the low bid from Morgan Brothers Construction Inc. in the amount of \$248,019.98 and authorizing a total project expenditure not to exceed \$295,519.98 to expand the Airport Terminal parking lot.

Background

The Airport has seen exponential growth in passenger traffic in recent years with annual enplanements projected to more than double in 2025 compared to when SkyWest Airlines (SkyWest) first began service in August of 2014. To accommodate the increasing passenger traffic, the Terminal passenger parking lot was previously expanded by 30 paved parking spaces in 2018. The following is an overview of the past 20 years, including SkyWest passenger traffic, as well as an average for the Airport's previous air carrier, Great Lakes Airlines.

Commercial Service Annual Enplanements Summary

Year	2006 – 2012	2013	2015	2018	2024	2025
Notes	Great Lakes Service (Averaged)	Last Full Year of Great Lakes Service	First Full Year of SkyWest Service	Last Parking Lot Expansion	New Flight Schedule – April 2024	Estimated
Annual Enplanements	8,972	8,716	8,102	12,032	14,516	17,000

With 17,000 annual outbound passengers projected for 2025, it has once again become necessary to increase paved parking capacity to better serve the Airport's travelers. To accommodate the Airport's current and future needs, the services of Drigg's Design Group were contracted to design an expansion to the existing paved Terminal passenger parking lot.

Discussion

Bids for the expansion of the Airport Terminal passenger parking lot were opened on July 29, 2025. Bids were received from five contractors, with the lowest bid being from Morgan Brothers Construction Inc. in the amount of \$248,019.98.

Following is the summary of bids received:

Morgan Brothers Construction Inc.	\$248,019.98
J Corp Construction	\$248,194.00
Commercial Builders	\$254,727.00
Hess Services	\$261,689.00
QMC	\$330,381.00

Morgan Brothers Construction Inc. has completed several successful projects for the City in the past (see contractor evaluation sheets attached) and is currently performing various 2025 street maintenance projects to include curb and brick repair, concrete alley reconstruction, and 19th Street pavement rehab. All 2025 maintenance work has met City staff expectations.

Construction for this project would begin this fall and be completed in 2025.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The budget for design and construction of this project was \$350,000. The total cost of all project items is under the budgeted amount. The detailed project costs are as follows:

Project Item/Description	Project Cost
Design – Drigg's Design Group	\$10,000.00
Construction - Morgan Brothers Construction Inc. Bid	\$248,019.98
Contingency	\$37,500
Total	\$295,519.98

Adequate funds are available in the Airport Improvement Fund to fund this project.

Options

The City Commission has the following options:

- Accept the low bid from Morgan Brothers Construction Inc. and authorize a total project expenditure not to exceed \$295,519.98.
- Provide Staff with alternate direction.
- Reject the project.

Recommendation

Staff recommends accepting the low bid from Morgan Brothers Construction Inc. in the amount of \$248,019.98 and authorizing a total project expenditure cost not to exceed \$295,519.98 to expand the Airport Terminal passenger parking lot to be paid from the Airport Improvement Fund.

Action Requested

Accept the bid from Morgan Brothers Construction Inc. in the amount of \$248,019.98 and authorize a total project expenditure not to exceed \$295,519.98 to expand the Terminal passenger parking lot at the Hays Regional Airport to be paid from the Airport Improvement Fund.

Supporting Documentation

Location Map

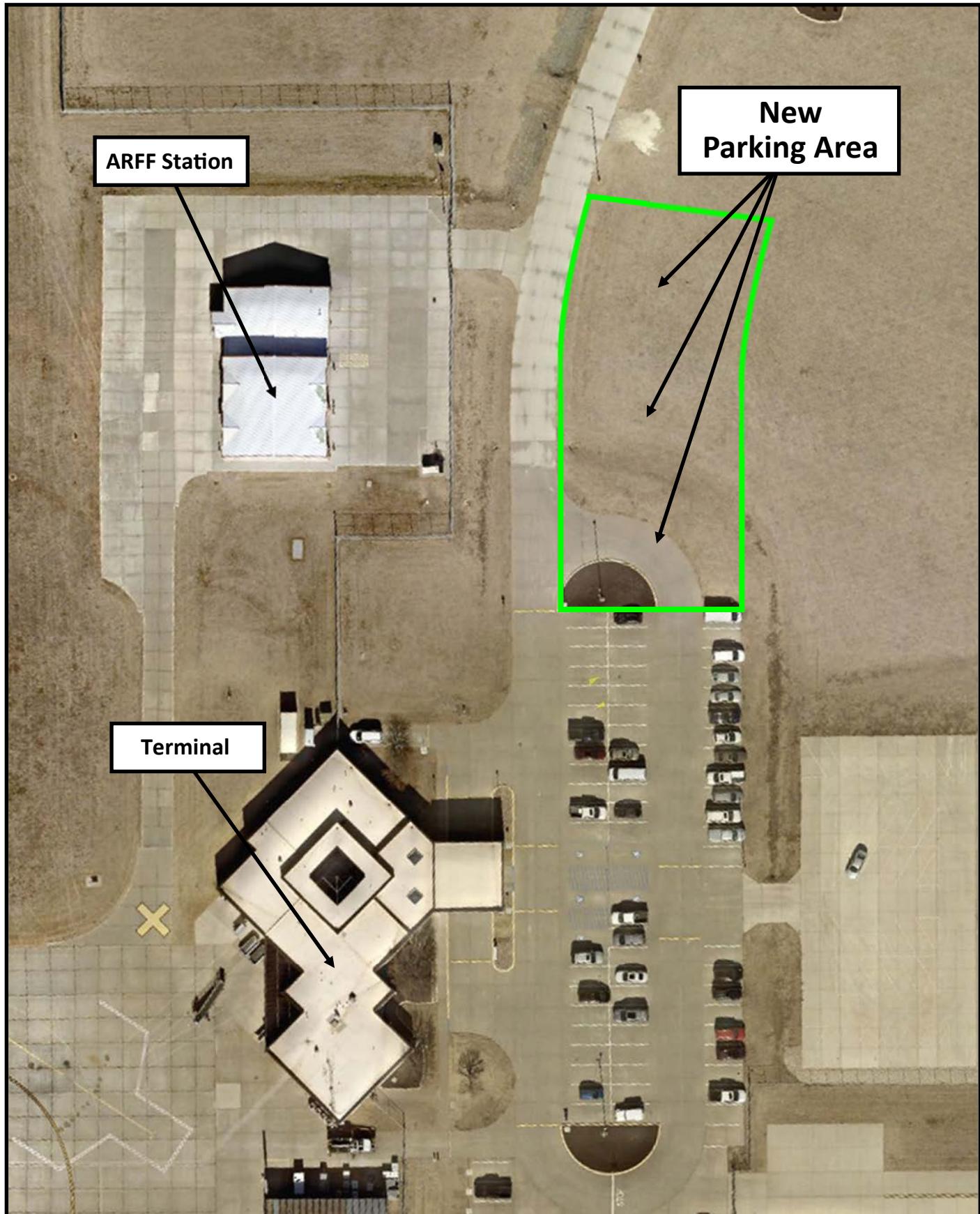
Visuals

Bid Tabulations

Contractor Evaluation Forms

Contract

Airport Parking Lot Expansion Location Map





Item	Description	Quantity	Unit	Bidder 1		Bidder 2		Bidder 3		Bidder 4		Bidder 5	
				Commercial Builders		Morgan Brothers Construction		Hess Services Inc		J Corp		QMC Inc	
				Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Mobilization	1 LS	\$ 7,800.00	\$ 7,800.00	\$ 85,500.00	\$ 85,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 30,000.00	\$ 30,000.00	
2	Clearing and Grubbing	1 LS	\$ 2,900.00	\$ 2,900.00	\$ 4,525.00	\$ 4,525.00	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00	\$ 2,750.00	\$ 2,750.00	
3	Contractor Construction staking	1 LS	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	
4	Remove Concrete Pavement	89 SY	\$ 27.00	\$ 2,403.00	\$ 16.29	\$ 1,449.81	\$ 20.00	\$ 1,780.00	\$ 18.00	\$ 1,602.00	\$ 18.00	\$ 1,602.00	
5	Removal of Existing Structures	1 LS	\$ 600.00	\$ 600.00	\$ 250.00	\$ 250.00	\$ 5,000.00	\$ 5,000.00	\$ 2,200.00	\$ 2,200.00	\$ 600.00	\$ 600.00	
6	Common Excavation	625 CY	\$ 25.60	\$ 16,000.00	\$ 20.00	\$ 12,500.00	\$ 6.00	\$ 3,750.00	\$ 20.00	\$ 12,500.00	\$ 14.00	\$ 8,750.00	
7	Compaction of Earthwork	505 CY	\$ 77.20	\$ 38,986.00	\$ 10.00	\$ 5,050.00	\$ 2.00	\$ 1,010.00	\$ 13.00	\$ 6,565.00	\$ 105.00	\$ 53,025.00	
8	Concrete Pavement (6") (AE) (6 sack, 35% gravel mix)	2,062 SY	\$ 67.00	\$ 138,154.00	\$ 55.00	\$ 113,410.00	\$ -	\$ 86.00	\$ 177,332.00	\$ 95.00	\$ 195,890.00		
9	6" Combined Curb & Gutter	113 LF	\$ 38.00	\$ 4,294.00	\$ 30.00	\$ 3,390.00	\$ 30.00	\$ 3,390.00	\$ 40.00	\$ 4,520.00	\$ 45.00	\$ 5,085.00	
10	15" X 21" CMP End Section	2 EA	\$ 270.00	\$ 540.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 1,700.00	\$ 3,400.00	\$ 2,000.00	\$ 4,000.00	
11	15" X 21" Storm Sewer Pipe (CMP)	131 LF	\$ 116.00	\$ 15,196.00	\$ 91.07	\$ 11,930.17	\$ 110.00	\$ 14,410.00	\$ 75.00	\$ 9,825.00	\$ 84.00	\$ 11,004.00	
12	6" RIP RAP, D50 (18" Depth)	2 SY	\$ 437.00	\$ 874.00	\$ 350.00	\$ 700.00	\$ 150.00	\$ 300.00	\$ 750.00	\$ 1,500.00	\$ 425.00	\$ 850.00	
13	Pavement Markings	1 LS	\$ 3,200.00	\$ 3,200.00	\$ 2,565.00	\$ 2,565.00	\$ 8,000.00	\$ 8,000.00	\$ 4,750.00	\$ 4,750.00	\$ 3,100.00	\$ 3,100.00	
14	Erosion Control	1 LS	\$ 10,980.00	\$ 10,980.00	\$ 2,750.00	\$ 2,750.00	\$ 5,000.00	\$ 5,000.00	\$ 3,600.00	\$ 3,600.00	\$ 3,575.00	\$ 3,575.00	
15	Permanent Seeding	1 LS	\$ 9,800.00	\$ 9,800.00	\$ 500.00	\$ 500.00	\$ 10,000.00	\$ 10,000.00	\$ 3,900.00	\$ 3,900.00	\$ 7,150.00	\$ 7,150.00	
TOTAL				\$ 254,727.00		\$ 248,019.98		\$ 77,140.00		\$ 248,194.00		\$ 330,381.00	

6 Sk 35% Rock KDOT On grade Aggregate (per cubic yard
concrete only)

\$ 94.30 \$ 194,446.60

\$ 271,586.60

6 Sk 35% Rock Non ON Grade Aggregate (per cubic yard
concrete only)

\$ 89.50 \$ 184,549.00

\$ 261,689.00

Post-Project Review Rating Sheet - General Contractor

Project Number: 2023-25

Project Name: 2024 Street Maintenance

Type of Work: Reconstruction of 28th Street

Contractor: Morgan Brothers Construction

Start Date: 5/20/24 **Finish Date:** 7/16/24



Office of Project Management

Project Overview

- 1 Understanding of Work Performed
- 2 Pre-Construction Submittals
- 3 Compliance with Contract
- 4 Meeting Project Schedule
- 5 Quality of Contractor's Work
- 6 Quality of Subcontractor's Work
- 7 Cleanup/Punchlist in Timely Manner
- 8 Final Overview of Project

Grade*

M
M
M
E
E
E
E
M

Grade*

M
M
M
M
M
M
M

Performance of Work

- 9 Quality of Supervisory Personnel
- 10 Skillful and Knowledgeable Employees
- 11 Management of Subcontractors
- 12 Quality of Approved Materials
- 13 Work Completed in Timely Manner
- 14 Identification and Resolution of Issues
- 15 Attention to Detail
- 16 Communitcaion w/ Inspector
- 17 Responsive to Requests

M
M
M
M
E
M
M
E
M

Equipment

- 18 Clean and Presentable
- 19 Well Maintained and Services
- 20 Adequate Equipment to Perform Work

M
M
M

Timeliness

- 21 Allocation of Adequate Resources

Grade*

M
M
M
M
M
M
M

Safety Overview

- 22 Safe Working Environment
- 23 Site Housekeeping and Cleanliness
- 24 Safety Towards Public
- 25 Equipment Safely Stored
- 26 Used Recommended Safety Procedures
- 27 Used Traffic Control Recommendations

Contractor's Business Behavior

- 28 Professionalism/Communication
- 29 Management of Scope
- 30 Management of Timeline
- 31 Management of Cost
- 32 Management of Subcontractors
- 33 Coordination with Local Utilities
- 34 Quality of Work

M
M
M
M
M
M
M
M

* Grade Scale

E = Exceeded Expectations

M = Met Expectations

F = Failed or Below Expectations

N/A = Not Applicable

[[[RATINGS BELOW "M" REQUIRE WRITTEN JUSTIFICATION THAT IS OBJECTIVE AND IDENTIFIABLE]]]

Supporting documents and/or notes are required, and must be attached and included in project file.

Additional Narrative on Areas Rated:

4E: The entire project was started as soon as possible and finished well ahead of schedule.

5E: All the concrete is holding up very well after 30 days.

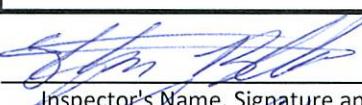
6E: M&D was very effective at removal of pavement and grading of the base.

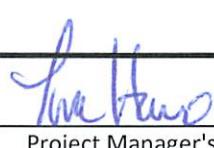
7E: The punchlist was started the day after it was created, and finished the following day.

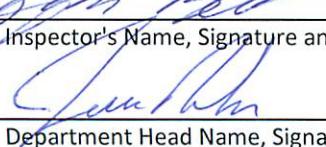
13E: The crew was very efficient and worked faster than expected.

16E: Communication was maintained throughout the process and was much better than past projects.

23M: The only improvement that city staff would like to see is better site cleanliness over night and weekends.

 8/7/24
Inspector's Name, Signature and Date

 8-7-24
Project Manager's Name, Signature and Date

 8/7/24
Department Head Name, Signature and Date

Copies are to be distributed to Contractor and placed in project file upon completions

Post-Project Review Rating Sheet - General Contractor

Project Number: 2023-25 Street Maintenance
Project Name: COOP Alley Reconstruction
Type of Work: Concrete Pavement
Contractor: Morgan Brothers Construction
Start Date: 8/12/24 **Finish Date:** 9/13/24



Project Overview

- 1 Understanding of Work Performed
- 2 Pre-Construction Submittals
- 3 Compliance with Contract
- 4 Meeting Project Schedule
- 5 Quality of Contractor's Work
- 6 Quality of Subcontractor's Work
- 7 Cleanup/Punchlist in Timely Manner
- 8 Final Overview of Project

Grade*
M
M
M
M
M
M
M
M

Timeliness

- 21 Allocation of Adequate Resources

Grade*
M
M
M
M
M
M
M

Safety Overview

- 22 Safe Working Environment
- 23 Site Housekeeping and Cleanliness
- 24 Safety Towards Public
- 25 Equipment Safely Stored
- 26 Used Recommended Safety Procedures
- 27 Used Traffic Control Recommendations

Contractor's Business Behavior

- 28 Professionalism/Communication
- 29 Management of Scope
- 30 Management of Timeline
- 31 Management of Cost
- 32 Management of Subcontractors
- 33 Coordination with Local Utilities
- 34 Quality of Work

M
M
M
M
M
M
M
M

* Grade Scale

E = Exceeded Expectations

M = Met Expectations

F = Failed or Below Expectations

N/A = Not Applicable

[[[RATINGS BELOW "M" REQUIRE WRITTEN JUSTIFICATION THAT IS OBJECTIVE AND IDENTIFIABLE]]]

Supporting documents and/or notes are required, and must be attached and included in project file.

Additional Narrative on Areas Rated:

7M: The punchlist was completed quickly.

16M: Communication throughout the project was maintained.

34M: All the concrete seems to be holding up well so far.

<p><i>John P. Hays</i> 9-24-24</p> <p>Inspector's Name, Signature and Date</p>	<p><i>John Hays</i> 9/24/24</p> <p>Project Manager's Name, Signature and Date</p>
---	--

John P. Hays 9/24/24

Department Head Name, Signature and Date

G:\Office\Contractor Rating\Contractor rating sheet

Copies are to be distributed to Contractor and placed in project file upon completions

Post-Project Review Rating Sheet - General Contractor

Project Number: 2023-25

Project Name: Street Maint (Curb & Gutter)

Type of Work: Removal & Replacement

Contractor: Morgan Brothers Construction

Start Date: 7/29/24 **Finish Date:** 8/20/24



Office of Project Management

Project Overview

- 1 Understanding of Work Performed
- 2 Pre-Construction Submittals
- 3 Compliance with Contract
- 4 Meeting Project Schedule
- 5 Quality of Contractor's Work
- 6 Quality of Subcontractor's Work
- 7 Cleanup/Punchlist in Timely Manner
- 8 Final Overview of Project

Grade*

M
M
M
M
M
M
E
M

Performance of Work

- 9 Quality of Supervisory Personnel
- 10 Skillful and Knowledgeable Employees
- 11 Management of Subcontractors
- 12 Quality of Approved Materials
- 13 Work Completed in Timely Manner
- 14 Identification and Resolution of Issues
- 15 Attention to Detail
- 16 Communitcaion w/ Inspector
- 17 Responsive to Requests

M
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M
M

Equipment

- 18 Clean and Presentable
- 19 Well Maintained and Services
- 20 Adequate Equipment to Perform Work

M
M
M

Timeliness

- 21 Allocation of Adequate Resources

Grade*

M

Safety Overview

- 22 Safe Working Environment
- 23 Site Housekeeping and Cleanliness
- 24 Safety Towards Public
- 25 Equipment Safely Stored
- 26 Used Recommended Safety Procedures
- 27 Used Traffic Control Recommendations

M
M
M
M
M
M
M

Contractor's Business Behavior

- 28 Professionalism/Communication
- 29 Management of Scope
- 30 Management of Timeline
- 31 Management of Cost
- 32 Management of Subcontractors
- 33 Coordination with Local Utilities
- 34 Quality of Work

M
M
M
M
M
M
M
M

* Grade Scale

E = Exceeded Expectations

M = Met Expectations

F = Failed or Below Expectations

N/A = Not Applicable

[[[RATINGS BELOW "M" REQUIRE WRITTEN JUSTIFICATION THAT IS OBJECTIVE AND IDENTIFIABLE]]]

Supporting documents and/or notes are required, and must be attached and included in project file.

Additional Narrative on Areas Rated:

7E: The punchlist was finished the same day it was sent to the contractor.

Tom Howe, 8/24/24
Inspector's Name, Signature and Date

Tom Howe, 8/24/24
Department Head Name, Signature and Date

Tom Howe, 8/24/24
Project Manager's Name, Signature and Date

Copies are to be distributed to Contractor and placed in project file upon completions

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Hays, Kansas, Party of the First part, herein referred to as the "Owner" and _____, Party of the Second Part, hereinafter referred to as the "Contractor" for the construction of **City of Hays – Airport Parking Lot Expansion, COH Project 2025-11.**

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements and structures in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract in accordance with the provisions of this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any reference herein to the "Contract" shall include all "Contract Documents" as the same are listed and prescribed in GENERAL CONDITIONS bound herein and said "Contract Documents" are hereby made a part of this agreement as fully as if set out at length herein, and this Contract is limited to the items in the Proposal as signed by the "Contractor" and included in the "Contract Documents".

ARTICLE 5. The Contractor agrees to perform all of the work described in the Contract Documents for the unit prices and lump sums as submitted in the Proposal, taking into consideration additions to or deductions from the Total Bid by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this agreement to be duly executed on the day and year first herein written, in five (5) copies, all of which to all intents and purposes shall be considered as the original.

CONTRACTOR:
(Party of the Second Part)

OWNER: CITY OF HAYS, KANSAS
(Party of the First Part)

By _____

Office or position of signer

Office or position of signer

SEAL

ATTEST:

City Clerk, Hays, Kansas

The Contract is in due form according to law and are hereby approved.

Attorney for Owner

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, _____, a Corporation organized and existing under and by virtue of the laws of the State of _____, as Principal, and _____ a Corporation organized and existing under the laws of the State of _____, as Surety are held and firmly bound unto the City of _____, Kansas, their successors and assigns, hereinafter called the "Owner", in the penal sum of _____ (\$_____) in lawful money of the United States of America, for the payment of which well and truly to be made to said Owner with the understanding that such designation shall be held and taken to apply to them or to their successors, lessees and assigns, as the circumstances now or to any time in the future under the terms hereof shall require, we, said Principal and Surety, do hereby bind ourselves and our respective successors, lessees and assigns, jointly and severally, forever firmly by these presents.

DATED, SIGNED AND SEALED THIS _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION, HOWEVER, IS SUCH THAT:

WHEREAS, said Principal has entered into a certain Contract in writing, bearing date of _____ day of _____, 20_____, and has designated **City of Hays – Airport Parking Lot Expansion, COH Project 2025-11** with said Owner, under which said Principal has undertaken the work of construction of a parking lot expansion consisting of the addition of 2062+- sq/yds of pavement to existing airport parking lot located at 3950 E. 8th Street, Hays, KS.

WHEREAS, it is provided in said contract that said Principal shall furnish a bond in the sum herein stated conditioned for the faithful performance of said contract in writing as well as any supplement or supplements in writing thereto covering additional or other work to be performed by the Principal pursuant to the terms and conditions of said Contract.

NOW, THEREFORE, if said Principal shall in all respects faithfully and fully perform each and all of the terms, provisions, conditions, and undertakings of said Contract in writing to be by it performed, together with like performance of any and all supplements in writing thereto covering additional or other work to be performed by the Principal, notice of any such supplement or supplements being hereby waived, then this obligation shall be null and void; otherwise it shall remain in full force, virtue and effect.

It is expressly understood and agreed that notice of any default in or non-performance of any duty or obligation on the part of the Principal under the terms of said Contract in writing or supplement in writing thereto covering additional or other work to be performed by the Principal, is hereby expressly waived by the Surety, and that any such default in or non-performance of any duty or obligation shall not absolve or release the Surety from its joint and several absolute and unconditional undertakings of indemnity, irrespective of whether the Owner shall or shall not call upon the Principal for compliance therewith or performance thereof, and that these presents shall remain in full force, virtue and effect during the existence of said Contract, designated **City of Hays – Airport Parking Lot Expansion, COH Project 2025-11** of the _____ day of _____, 20____ or of any supplement in writing thereto covering additional or other work to be performed by the Principal, and thereafter for the purpose of adjusting rights and obligations which shall have accrued during the life of said written Contract, or any supplement in writing thereto covering additional or other work to be performed by the Principal.

IN WITNESS WHEREOF, said Principal and Surety have duly executed these presents the day and year hereinabove written.

Name of Organization

By _____
Principal

Title of Person Signing

ATTEST:

Secretary

Name of Organization

By _____
Surety

Title of Person Signing

ATTEST:

Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
as "Principal", and _____, a Corporation authorized under the laws of the State of
_____, with general offices in _____ and authorized to
transact business in the State of Kansas, as "Surety", are held firmly bound unto the State of Kansas, in the
penal sum of _____ (\$) _____ lawful money of the
United States for the payment of which sum well and truly to be made said Principal and Surety bond
themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by
these presents.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has entered into a written contract with the City of Hays, dated
_____, 20_____, for the furnishing of all materials and labor and performing all work for
constructing of **City of Hays – Airport Parking Lot Expansion, COH Project 2025-11** in the City of Hays,
KS.

NOW, THEREFORE, if said Principal shall well and truly perform all of the covenants, conditions and
obligations of said Contract on the part of said Principal to be performed and which shall hold the City of
Hays, Kansas, harmless against all claims, loss or damage which it may sustain or suffer by reason of any
breach of said Contract by said Principal, or by reason of any injury to persons or property occasioned by the
action of said Principal, or his employees, and if said Principal shall maintain the improvements to be
constructed by him as provided for in said Contract and shall repair and make good all defects in material
and for workmanship in the manner and for the period of time provided for in the Specifications above
referred to, then his obligation shall be void, otherwise to remain in full force and effect. IN TESTIMONY
WHEREOF, said Principal has duly executed these presents and if a corporation has caused same to be
executed by its duly authorized officers and its corporate seal hereunto affixed and said Surety has caused
these presents to be executed in his name, and its corporate seal to be hereunto affixed, by his duly
authorized agent or agents all as of the day and year first above written.

ATTEST:

Secretary

Name of Organization
By _____
PRINCIPAL

ATTEST:

Secretary

Title of Person Signing

Name of Organization
By _____
SURETY

Title of Person Signing

NOTICE TO PROCEED

To: _____

Project: City of Hays – Airport Parking Lot Expansion

COH Project 2025-11

You are hereby notified to commence work in accordance with the Contract Agreement dated _____, 2025, and you are to complete the work as specified in bid documents or as otherwise stated: _____
_____.

CITY OF HAYS, KANSAS
Owner

By: _____

Title: _____

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged

by _____

this the _____ day

of _____, 20_____

By _____

Title _____



City Commission Meeting AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 14

MEETING DATE: 8-28-2025

TOPIC:

Rezoning Request from Public & Institutional District (P-I) to Residential Multi-Family District (R-M) for the Proposed Lincoln School Apartment Complex at 1906 Ash Street

ACTION REQUESTED:

Adopt Ordinance No. 4080 approving the rezoning request from Public & Institutional District (P-I) to Residential Multi-Family District (R-M) for the proposed Lincoln School Apartment Complex at 1906 Ash Street, as legally described within the adopting ordinance.

NARRATIVE:

An application has been submitted to request a change in zoning from Public & Institutional District (P-I) to Residential Multi-Family District (R-M) for the former Lincoln School located at 1906 Ash. The owner of the property, Michael Graham, is proposing remodeling the former school into apartments as well as building a residential multi-family housing development on the surrounding property. Staff, as well as the Hays Area Planning Commission (by a vote of 5-0), recommends approval of the rezoning from Public & Institutional District (P-I) to Residential Multi-Family District (R-M), as it is compatible with the adjacent zoning districts and allows for logical and orderly development.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Jesse Rohr, Director of Public Works

ADMINISTRATION RECOMMENDATION:

Staff, as well as the Hays Area Planning Commission (by a vote of 5-0), recommends approval of the rezoning from Public & Institutional District (P-I) to Residential Multi-Family District (R-M), as it is compatible with the adjacent zoning districts and allows for logical and orderly development.

ATTACHMENTS:

Staff Memo
Visuals
Ordinance No. 4080
Zoning District Uses
Planning Commission Findings of Fact
Planning Commission Minutes (Excerpt)



City Commission Work Session

Agenda Memo

From: Curtis W. Deines, Planning & Development Superintendent

Work Session: August 21, 2025

Subject: Rezoning Request from Public & Institutional District (P-I) to Residential Multi-Family District (R-M) for the Proposed Lincoln School Apartment Complex at 1906 Ash

Person(s) Responsible: Jesse Rohr, Director of Public Works

Summary

An application has been submitted to request a change in zoning from Public & Institutional District (P-I) to Residential Multi-Family District (R-M) for the former Lincoln School located at 1906 Ash. The owner of the property, Michael Graham, is proposing remodeling the former school into apartments as well as building a residential multi-family housing development on the surrounding property. Staff, as well as the Hays Area Planning Commission (by a vote of 5-0), recommends approval of the rezoning from Public & Institutional District (P-I) to Residential Multi-Family District (R-M), as it is compatible with the adjacent zoning districts and allows for logical and orderly infill development.

Background

An application has been submitted to request a change in zoning from Public & Institutional District (P-I) to Residential Multi-Family District (R-M) for the former Lincoln School located at 1906 Ash. The owner of the property, Michael Graham, is proposing remodeling the former school into apartments as well as building a residential multi-family housing development on the surrounding property. The request allows for logical and orderly development.

Lincoln School was closed in Spring of 2025 as part of the ongoing school bond projects. The owner plans to remodel the 100-year-old school into 26 to 28 one- and two-bedroom apartments and construct seven 4-plexes on the surrounding area east of the former school.

Discussion

The Comprehensive Plan designates this area as Civic (CIV), primarily due to the presence of a school on the property. However, if the property is rezoned to multi-family, the Civic designation would no longer apply. This does not mean that multi-family use is incompatible with the neighborhood. The surrounding area features a mix of medium-density residential properties, with many rental homes already present. Introducing apartments and other multi-family housing would, therefore, be a natural and compatible fit. According to the compatibility matrix, the Residential-Multi-family (R-M) zoning is fully compatible with Medium Density Residential, receiving a rating of 5 out of 5.

Both water and sewer are readily available along Fort St. and will be extended by the developer to the proposed development.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

There are no known financial benefits or detriments to the City of Hays at this time as a result of this rezoning.

Options

The City Commission has the following options:

- Approve the rezoning request from Public & Institutional District (P-I) to Residential Multi-Family District (R-M) as recommended by the Hays Area Planning Commission.
- Send the request back to the Hays Area Planning Commission for further consideration with specific basis for further review.
- Deny the rezoning request from Public & Institutional District (P-I) to Residential Multi-Family District (R-M) (Requires a 2/3 majority to overturn the P.C. recommendation).

Recommendation

Staff, as well as the Hays Area Planning Commission (by a vote of 5-0), recommends approval of the rezoning from Public & Institutional District (P-I) to Residential Multi-Family District (R-M), as it is compatible with the adjacent zoning districts and allows for logical and orderly infill development.

Action Requested

Adopt an ordinance approving the rezoning request from Public & Institutional District (P-I) to Residential Multi-Family District (R-M) for the proposed Lincoln School Apartment Complex at 1906 Ash St, as legally described within the adopting ordinance.

Supporting Documentation

Visuals

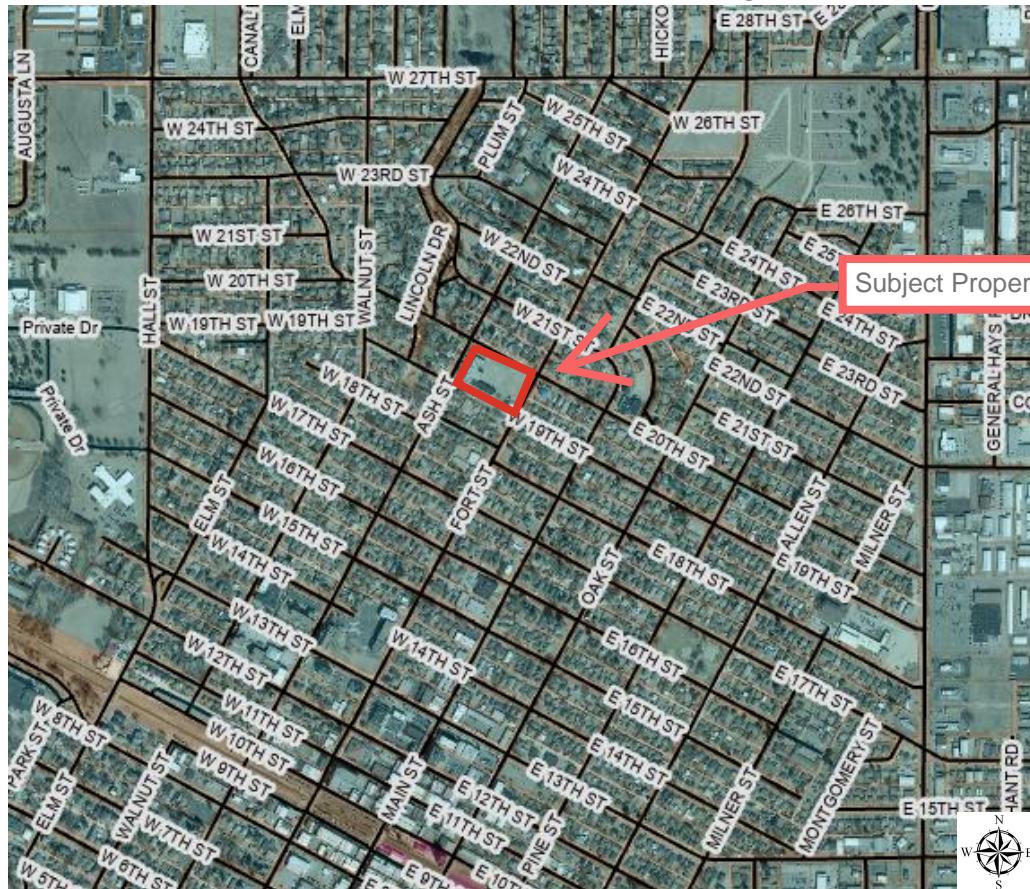
Zoning District Uses

Planning Commission Findings of Fact

Planning Commission Minutes (Excerpt)

Ordinance

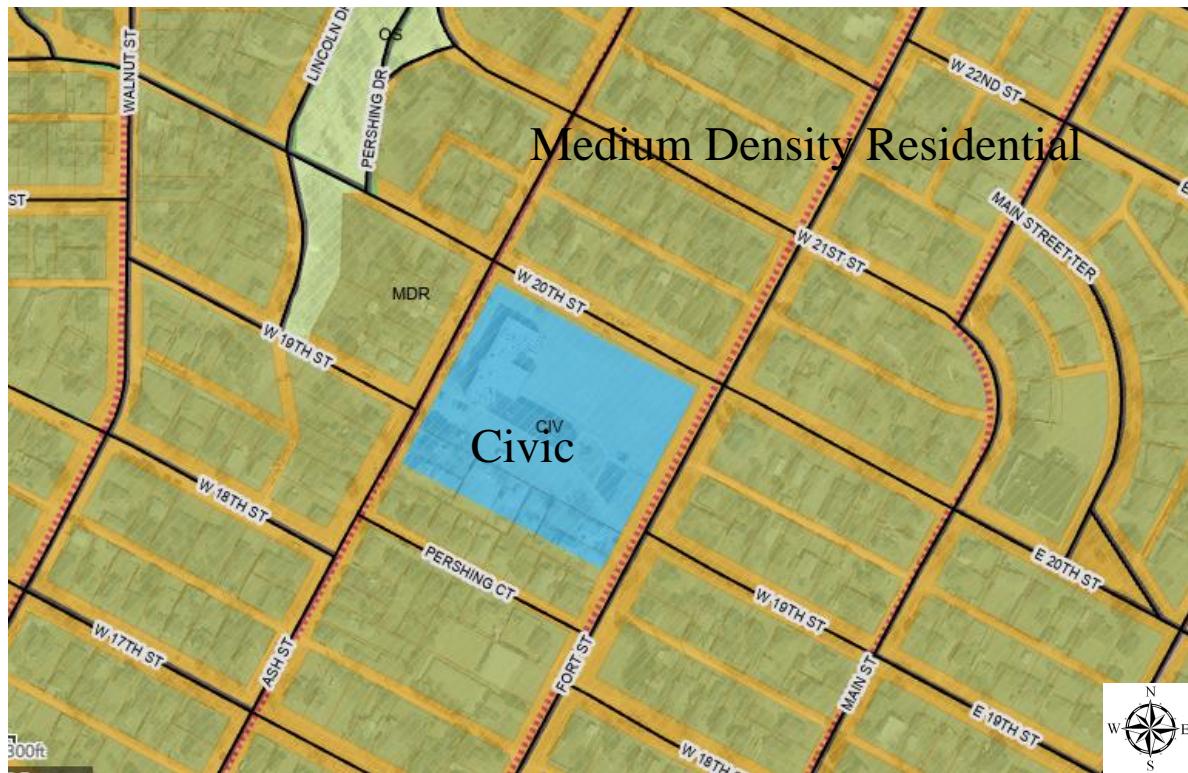
1906 Lincoln Dr Rezoning



Current Zoning Map



Future Land Use Map



ORDINANCE NO. 4080

AN ORDINANCE REZONING A TRACT OF LAND IN LEBOLD ALLEN & CO ADDITION, BLOCK 42, SECTION 33, TOWNSHIP 13, RANGE 18

FROM "P-I" (PUBLIC AND INSTITUTIONAL) TO "R-M" (RESIDENTIAL MULTI-FAMILY)

Whereas, the Hays Area Planning Commission, after due and legal notice published on City of Hays website, its official publication, on June 25, 2025, and after a public hearing held in conformity with such notice on July 21, 2025, did, on the last-mentioned date, recommend to the Governing Body of the City of Hays, Kansas, the rezoning of the following described real estate:

A TRACT OF LAND IN LEBOLD ALLEN & CO ADDITION, BLOCK 42, SECTION 33, TOWNSHIP 13, RANGE 18

FROM "P-I" (PUBLIC AND INSTITUTIONAL) TO "R-M" (RESIDENTIAL MULTI-FAMILY)

WHEREAS, upon due consideration, it appears that the best interests of the City of Hays, Kansas, will be served by approving said rezoning recommendation of the Hays Area Planning Commission.

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

Section 1. That the following-described real estate, to-wit:

A TRACT OF LAND IN LEBOLD ALLEN & CO ADDITION, BLOCK 42, SECTION 33, TOWNSHIP 13, RANGE 18

FROM "P-I" (PUBLIC AND INSTITUTIONAL) TO "R-M" (RESIDENTIAL MULTI-FAMILY)

Section 2. The aforesaid Ordinance shall take effect and be in force from and after passage and publication on the City of Hays Website, the official city news outlet for legal publication notifications for the City of Hays, Kansas.

PASSED by the Governing Body on the 28th day of August, 2025.

SANDY JACOBS
Mayor

ATTEST:

JAMI BREIT
City Clerk

(SEAL)

City of Hays UDC Regulations for Residential Multi-Family District R-M

R-M Zoning allows the following:

Uses by Right:

- o Apartment
- o Group Day Care Center
- o Public Utilities
- o Schools, Private & Public
- o Single Family Detached
- o Standard Residential Neighborhood
- o Transportation Stop (Bus & Taxi)

Limited use:

- o Assisted Living Facility
- o Child-Care Facility,
 Family Day Care Home
- o Child-Care Facility,
 Group Day Care Home
- o Child-Care Facility,
 Youth Residential
- o Duplex
- o Golf Course
- o Home Occupations
- o Library
- o Manufactured Home
- o Modular Home
- o Nursing or Convalescent Home
- o Place of Public Assembly- (Event Facilities,
 Meeting Halls, Private Clubs,
 Lodges, Place of Worship)
- o Power Generation, Small-scale
 (Renewable; Noncombustible)
- o Recreation and Fitness, Outdoor
- o Townhouse
- o Triplex
- o Wireless Telecommunication Facilities
 (Stealth & Attached)

Uses by Exception:

- o Cemetery or Mausoleum
- o Government and Public Institutions
- o Funeral Home/ Mortuary/Funeral
 Chapel/Crematory
- o Substations (Electrical and Telephone)

PLANNING COMMISSION FINDING OF FACT

1. **CASE NO:** 2025-03Z **FILING FEE PAID:** \$140.00
 2. **DATE FILED:** 5/8/2025
 3. **DATE ADVERTISED FOR HEARING:** 6/25/2025 through 7/9/2025
 4. **PUBLIC HEARING DATE:** 7/21/2025
 5. **APPLICANT'S NAME:** Hays USD 489
 6. **LOCATION OF PROPERTY:** 1906 Ash St
 7. **DESCRIPTION OF PROPERTY:** Public and Institutional
 8. **PRESENT USE OF PROPERTY:** Public and Institutional
 9. **PRESENT ZONING:** "P-I" Public and Institutional
REQUESTED ZONING: "R-M" Residential Multi-family
-

1. **CHARACTER OF THE NEIGHBORHOOD:**
DIRECTION

NORTH: Residential

SOUTH: Residential

EAST: Residential

WEST: Residential

2. **THE ZONING OF SURROUNDING PROPERTY:**
DIRECTION

NORTH: NC.3 – Neighborhood Conservation

SOUTH: NC.3 – Neighborhood Conservation

EAST: NC.3 – Neighborhood Conservation

WEST: NC.3 – Neighborhood Conservation

3. **CONSIDERATION OF THE RECOMMENDATIONS OF PERMANENT PROFESSIONAL STAFF:** Staff recommends approval of the rezoning from (P-I) Public & Institutional District to (R-M) Residential Multi-Family District, as it is compatible with the adjacent zoning districts and allows for logical and orderly development.

A. DEDICATION OR RESERVATION NEEDED FOR:

1. DRAINAGE: NO
2. STREETS: NO
3. UTILITY EASEMENTS:
 - a. ELECTRICITY: NO
 - b. GAS: NO
 - c. SEWERS: NO
 - d. WATER: NO
4. WALKING/MULTI-PURPOSE PATH EASEMENT: NO
5. SHOULD PLATTING BE REQUIRED: NO

B. TRAFFIC CONDITIONS:

1. CLASSIFICATION OF STREET ON WHICH PROPERTY FRONTS: COLLECTOR
2. RIGHT-OF-WAY WIDTH: 60'
3. SIGHT DISTANCE: N/A
4. TURNING MOVEMENTS: N/A
5. COMMENTS ON TRAFFIC: LOCAL/RESIDENTIAL

4. THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED: This property was zoned P-I due to its former use as an elementary school. With the District closing the school and selling the property, rezoning the property to Residential Multi-Family reflects the demand and supports a more feasible use for the property.

5. THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY: The removal of the current restrictions should in no way detrimentally affect nearby property. Rezoning the property to residential will allow development as guided by the Comprehensive Plan and Future Land Use Map.

6. THE LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED: This property has been used for educational use since 1925 and has recently been sold for private use. Refurbishing old schools into apartments is a common practice throughout the US and changing the zoning will allow needed housing development to occur.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY, AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE NEIGHBORING PROPERTY, AS COMPARED TO THE HARSHSHIP IMPOSED ON THE INDIVIDUAL LANDOWNER: The proposed rezoning from Public & Institutional to Residential Multi-Family use represents a reasonable transition that aligns with existing development patterns and planned growth in the area. Public health, safety, and welfare are supported by providing additional housing opportunities, ensuring orderly development, and utilizing existing and planned infrastructure.

8. THE CONFORMANCE OF THE REQUESTED CHANGE TO THE ADOPTED OR RECOGNIZED MASTER PLAN BEING UTILIZED BY THE CITY: The Comprehensive Plan designates this area as Civic (CIV), primarily due to the presence of a school on the property. However, if the property is rezoned to multi-family, the Civic designation would no longer apply. This does not mean that multi-family use is incompatible with the neighborhood. The surrounding area features a mix of medium-density residential properties, with many rental homes already present. Introducing apartments and other multi-family housing would therefore be a natural and compatible fit. According to the compatibility matrix, the R-M (Residential-Multi-family) zoning is fully compatible with Medium Density Residential, receiving a rating of 5 out of 5.

MINUTES EXCERPT
HAYS AREA PLANNING COMMISSION
CITY HALL COMMISSION CHAMBERS
July 21, 2025
4:00 P.M.

1. PUBLIC HEARING ITEMS:

A. Public Hearing for the Rezoning Request from (P-I) Public and Institutional to (R-M) Residential Multi-Family for 1906 Ash St, Hays, KS.

Curtis Deines provided a PowerPoint presentation for a request to change the zoning from (P-I) Public & Institutional District to (R-M) Residential Multi-Family District for the former Lincoln School located at 1906 Ash. The owner of the property, Michael Graham, is proposing remodeling the former school into apartments as well as building a residential multi-family housing development on the surrounding property. The request allows for logical and orderly development.

Lincoln School was closed Spring of 2025 as part of the ongoing bond projects. The owner plans to remodel the 100-year-old school into 26 to 28 one- and two-bedroom apartments and construct seven 4-plexes on the surrounding area east of the former school. The current zoning is P-I that is surrounded by NC.3 Neighborhood Conservation District that allows duplexes.

The Comprehensive Plan designates this area as Civic (CIV), primarily due to the presence of a school on the property. However, if the property is rezoned to multi-family, the Civic designation would no longer apply. This does not mean the multi-family use is incompatible with the neighborhood. The surrounding area features a mix of medium density residential properties, with many rental homes already present. Introducing apartments and other multi-family housing would therefore be a natural and compatible fit. According to the compatibility matrix, the R-M (Residential Multi-family) zoning is fully compatible with Medium Density Residential, receiving a rating of 5 out of 5.

Mr. Deines provided a list of Uses by Right and Limited Uses for R-M Zoning. He then provided the Uses by Exception, which requires Hays Area Board of Zoning Appeals approval. He provided the options to be considered by the Planning Commission and gave staff's recommendation of approval for changing the zoning as it is compatible with the adjacent zoning districts and allows for logical and orderly development.

Mike Vitztum asked for clarification about the designation of the area as Civic. Mr. Deines stated that the Comprehensive Plan has it currently designated as Public & Institutional because of the school use. Changing the zoning will remove any

need for Public and Institutional and rezoning it to multi-family conforms with the neighborhood characteristics of residential.

Matthew Wheeler opened the Public Hearing and asked for any citizen comments.

Residents, Jennifer Lang and Nathan Lang voiced their concerns about parking along Ash and West 20th Street, extra traffic, and increased accidents.

Sarah and Olivia, also residents in the area, voiced their concerns about the proposed seven 4-plexes, and the possibility of added crime with the additional residents in the neighborhood and changing the character of the neighborhood from more single-family owner and renter occupied homes to apartments. Both groups of residents support the school being converted into apartments, but are concerned that it's not being thought through on how it affects the current neighborhood.

Mr. Deines stated that the concept plans show 20 parking spaces on 20th Street, which would be considered public, so anyone could park there. Currently there is parallel parking along the street, so making the parking angled would increase the number of parking stalls. Mike Vitztum asked if the city was going to allow parking on the North side of West 20th Street and on the West side of Ash Street. Mr. Deines stated that there is already parking there so he doesn't believe it would be changed. He stated within our zoning regulations, each unit is required to have 1.5 stalls off street and if it is more than a one bedroom unit, it is required to have 2 stalls off street. So, once the final concept is determined, we would confirm that those minimums are met with how many units there are.

The Developer, Michael Graham, addressed some of the concerns expressed about the project. This is a multi-year, 5-million-dollar project that would start with the quadplexes. This allows revenue to help support the Lincoln school remodel. There will be the same number of people living there as there were faculty at the school. He explained that they are looking at moving the parking along West 20th and Ash Street more into the lot, as to allow more room on the street. The parking on the property close to the 4-plexes will be covered, which he would expect most of the tenants to want to park there. He stated that with all the applicants, he fully vets them. Mike also has a goal of keeping playground equipment somewhere on the property.

Matthew Wheeler stated that this is just a conceptual drawing, and the developer has put in more parking than is required for the proposed development. He feels like the developer is trying to work and solve the problem of parking. He also stated that Hays needs more housing and the best way to do it is through an infill project, like this concept, as utilities and streets are already there. He stated adding utilities outside of town would be costly.

Mike Vitztum stated that the Planning Commissioners are here to only vote on the rezoning changes and not of what is being built on the property. He stated that it sounds like the developer is willing to work with the surrounding property owners to try and come to some sort of understanding of what is going to be built on the property.

Motion: Jim Schreiber moved to approve Staff Findings of Fact; Bernie Gribben seconded.

Vote: AYES

Matthew Wheeler, Bernie Gribben, Jim Schreiber, Mike Vitztum, and Joseph Boeckner

Motion: Jim Schreiber moved to change the zoning from (P-I) Public & Institutional District to (R-M) Residential Multi-Family District at 1906 Ash as it is compatible with the adjacent zoning districts and allows for logical and orderly development; Mike Vitztum seconded.

Vote: AYES

Matthew Wheeler, Bernie Gribben, Jim Schreiber, Mike Vitztum, and Joseph Boeckner