



# Ottawa County Commission Agenda

May 12<sup>th</sup>, 2025

307 N Concord St

Minneapolis, KS 67467

*All times are approximate*

1. Call To Order 8:00 a.m.
  - Prayer
  - Flag Salute
2. Public Forum – This is reserved for public comment for any items not on the agenda 8:05 a.m.
3. 2026 Appropriation Budget Request - Janae Cramer, OCCK 8:15 a.m.
4. 2026 Appropriation Budget Request - Shannon Smith, Ottawa County Conservation District 8:30 a.m.
5. 2026 Appropriation Budget Request – Glenna Phillips, Central Kansas Mental Health 8:45 a.m.
6. 2026 Budget Request – Truette McQueen, County Appraiser 9:00 a.m.
7. Resolution 25-09 Solid Waste – Chris Smith, Public Works Administrator 9:15 a.m.
8. Executive Session – Tammi Cox, County Clerk 9:30 a.m.
9. Department Head Meeting 10:00 a.m.
10. Emergency Lights – Jeff Ebel, County Attorney 10:30 a.m.
11. Resolution 25-10 Building Fund Levy – Keith Coleman, Facility Director 10:45 a.m.
12. Disclosure Compliance Services Proposal – Tammi Cox, County Clerk 11:00 a.m.
13. Consent Agenda 11:15 a.m.
  - Accounts Payable
  - Minutes (May 5<sup>th</sup>)
14. Clerk Comments 11:30 a.m.
15. Commissioners Comments 11:45 a.m.

16. Announcements

12:00 p.m.

17. Adjournment

12:05 p.m.

**RESOLUTION NUMBER 25-10**

**A Resolution To Make An Annual Tax Levy Not to Exceed One Mil, Upon All Tangible Property in Ottawa County, Kansas, For the Purpose of Maintaining A Building Fund.**

**WHEREAS**, Ottawa County, Kansas, has previously had an annual tax levy not to exceed one mil upon all tangible property in Ottawa County, Kansas for the purpose of creating a building fund, and necessary for the enhancement extension and restoration of the value and the utility of public buildings in Ottawa County, Kansas.

**WHEREAS**, the continuance of a building fund is necessary to preserve, improve, equip and construct buildings.

**NOW, THEREFORE**, Be It Resolved and Ordained By The Board Of County Commissioners Of Ottawa County, Kansas:

Section 1. That an annual tax levy be made of not to exceed one mil for a period of ten years upon all tangible property in the county of Ottawa County, Kansas, in accordance with K.S.A 19-15,116(d), all for the purposes of alteration, repair, construction, remodeling, furnishing, equipping, extending, adding to, enlarging, and all other work which will enhance, extend, or restore the value of utility of the public buildings of Ottawa County, Kansas, and be provided by K.S.A. 19-15,114, et seq., for which the total amount purposed be raised shall be \$1,000,000.

Section 2. The resolution shall be published once each week for three (3) consecutive weeks in the official county newspaper.

Section 3. This resolution shall take effect Thirty-one (31) days after the final publication of this Resolution unless a sufficient petition requesting an election upon the proposed Resolution is filed with the County Clerk within thirty (30) days following the last publication of this Resolution, in which event the Resolution shall become effective upon approval of the majority of the electors voting thereon.

Passed by the Board of County Commissioners of Ottawa County, Kansas, this \_\_\_\_\_ day of May 2025.

BOARD OF COUNTY COMMISSIONERS, OTTAWA COUNTY, KANSAS

\_\_\_\_\_  
Scott Mortimer, Chairman

\_\_\_\_\_  
Carla Grund, Member

\_\_\_\_\_  
Duane Morris, Member

ATTEST:

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Tammi Cox, County Clerk



One Main Place - 100 North Main, Suite 800  
Wichita, Kansas 67202-1311

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May 1, 2025

Tammi Cox  
Ottawa County Clerk  
Ottawa County, Kansas  
307 N. Concord, Suite 102  
Minneapolis, Kansas 67467

Re: Disclosure Compliance Services Proposal

Dear Ms. Cox:

Our firm has appreciated the opportunity to provide post-issuance disclosure compliance services to the Ottawa County, Kansas (the "**County**"). Our existing engagement with the County to provide those services has expired. The purpose of this letter is to extend the term for Gilmore & Bell to provide disclosure compliance services to assist the County in meeting its continuing disclosure obligations in accordance with federal securities laws. If the County accepts the terms of this letter (this "**Engagement**"), Gilmore & Bell will perform such services in consideration of the mutual covenants and terms set forth herein.

#### **SCOPE OF ENGAGEMENT**

It is our understanding that the municipal securities listed on **Exhibit A** are the outstanding municipal securities of the County subject to a continuing disclosure undertaking. Gilmore & Bell will assist the County in meeting its continuing disclosure obligations with respect to the municipal securities identified on **Exhibit A** and any municipal securities issued during the term of this Engagement with respect to which the County is an obligated person under a continuing disclosure undertaking (together, the "**Bonds**") by providing the following services, beginning with the County's fiscal year ended December 31, 2024:

- Review the continuing disclosure agreements/undertakings for the Bonds (the "Disclosure Agreements") and determine the operating data and financial information required to be disclosed by the County on an annual basis;
- Provide the County with an annual reminder of the upcoming annual report filing date;
- Provide the County annually with a memorandum listing material events requiring additional disclosure;
- Draft the County's annual report and assist the County in updating, as of the end of each fiscal year, the appropriate operating data and summary financial information;
- Submit the County's annual report to the MSRB, via EMMA. If the County's annual report is not available as of the report filing date, file the appropriate notice required under the Disclosure Agreements; and
- Provide the County confirmation that the annual report has been submitted to the MSRB.

By acceptance of the terms of this Engagement, the County is confirming Gilmore & Bell's appointment as a designated agent for the sole purpose of submitting to the MSRB, via EMMA, annual reports, event notices, and other materials furnished by the County.

The content of the financial information and operating data to be included in each annual report is solely the responsibility of the County. Gilmore & Bell is not responsible for the accuracy or completeness of the information contained in any annual report. Gilmore & Bell will not undertake a "due diligence" review of the County, its operations or its financial condition in connection with the performance of these services. Such a review is outside the scope of our limited Engagement described in this Engagement.

This Engagement does not include a review of the County's past continuing disclosure compliance or preparation or submission of any filings which may have been due prior to this Engagement.

In addition, this Engagement only relates to the County's annual reporting obligations pursuant to contractual obligations of the County. As such, it does not include analysis or advice related to whether an event notice is required to be filed pursuant to the Disclosure Agreements, including materiality analyses.

#### **POINT OF CONTACT**

Gilmore & Bell will provide the necessary attorneys, disclosure analysts, legal assistants and administrative support to perform the services under this Engagement. A Gilmore & Bell disclosure analyst will contact the County in advance of the annual filing deadline to begin the process of completing the annual report. Initially, Gilmore & Bell's primary point of contact at the County for this Engagement will be as follows:

Tammi Cox  
Telephone: (785) 392-2279  
Email: [clerk@ottawacounty.org](mailto:clerk@ottawacounty.org)

The County will notify Gilmore & Bell if it wishes to change the primary point of contact for this Engagement.

#### **FURNISHING OF INFORMATION**

Gilmore & Bell will request the information required by the Disclosure Agreement from the County within a reasonable time prior to the filing date and will work closely with the County to gather such information. The County hereby agrees to timely provide all information requested by Gilmore & Bell. In addition, the County acknowledges that if all information required to be included in the annual report is not provided to Gilmore & Bell at least three (3) business days before the filing date set in the Disclosure Agreement, we cannot guarantee that the annual report will be timely filed.

## **FEES**

Gilmore & Bell's fee for providing the services pursuant to this Engagement is \$1,750 per year (for an aggregate amount of \$8,750 for the five-year contract term). The County may pay the fee annually or may make an advance payment of the full or any remaining aggregate amount upon execution or at any time during the term of this agreement. If paid annually, the annual fee will be payable upon confirmation that the County's annual filing, or other appropriate notice, has been submitted to the MSRB. If the County pays the aggregate amount upon execution of the proposal, or any remaining aggregate amount at a later date during the contract term, the aggregate fee will be deposited to a special trust account maintained by Gilmore & Bell for client fees held as a retainer. The portion of the aggregate fee held as retainer will be earned and disbursed to Gilmore & Bell's general operating account upon confirmation that the County's annual filing, or other appropriate notice, has been submitted to the MSRB at a rate of \$1,750 per year, unless this Agreement is otherwise terminated by either party as described above. No interest will be paid on funds held in this special trust account. All earnings attributable to the investment of amounts within this account are disbursed to a charitable foundation as required by the State bar association. In addition, Gilmore & Bell expects to be reimbursed for all out-of-pocket third-party expenses made on the County's behalf.

## **TERM OF ENGAGEMENT; TERMINATION**

The initial term of this Engagement shall be from the date below through October 31, 2029. This agreement may be terminated at any time by either party with 30 days written notice to the other party. Upon termination of this agreement, the County will pay all unpaid fees and expenses for services performed prior to the time of termination.

## **ATTORNEY-CLIENT RELATIONSHIP; CONFLICTS**

Upon execution of this engagement letter, the County will be our client and an attorney-client relationship will exist between us with respect to this Engagement. Our services pursuant to this Engagement are limited to those contracted for in this letter; the County's execution of this engagement letter will constitute an acknowledgment of those limitations. Gilmore & Bell does not provide investment advice, advice relating to any municipal financial products or financial advice relating to the issuance of municipal securities, and nothing contained in this Engagement or any services provided by Gilmore & Bell under this Engagement shall constitute advice to the County with respect to municipal financial products or the issuance of municipal securities (other than legal advice), all within the meaning of Section 15B(e) of the Securities Exchange Act of 1934, as amended.

Gilmore & Bell represents many political subdivisions, underwriters and others in public finance transactions. It is possible that during the time that we are representing the County under this Engagement, one or more of our present or future clients will have transactions with the County. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the scope of this Engagement so as to make such representations not adverse or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of this Engagement. Execution of this letter will signify the County's consent to our representation of others consistent with the circumstances described in this paragraph.

**CONCLUSION**

If the foregoing terms are acceptable to the County, please return a signed copy of this Engagement letter to me and retain a copy for your files. The offer to perform the services described in this Engagement expires 60 days from the date first shown above and no Engagement will commence unless and until we receive a copy signed by the County within such timeframe. Thank you again for your interest in our disclosure compliance services and we look forward to working with you.

Very truly yours,



Garth J. Herrmann

GJH:emw  
cc: Bill Burns  
Alice Wasson

Acknowledged and Agreed as of \_\_\_\_\_, 20\_\_\_\_.

**OTTAWA COUNTY, KANSAS**

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

Name: \_\_\_\_\_

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



**EXHIBIT A**

**LIST OF MUNICIPAL SECURITIES**

- \$3,645,000 Ottawa County, Kansas Taxable General Obligation Refunding Bonds, Series 2021