

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
March 26, 2020
7:00 P.M.**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Conus ____ Lewis ____ Smith ____ Beem
2. **Welcome**
3. **Pledge of Allegiance**

Consent Agenda *(Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action)*

4. Approve Minutes for March 13, 2020 Regular City Council Meeting

Regular Agenda

5. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
6. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
7. **Presentation of the Excellence in Engineering Award from the American Council of Engineering Companies Kansas Chapter**
8. **Discussion Regarding City's Annual Fee Resolution and Consideration for Discount of Certain Fees for Seniors**

Business Requiring Action

9. **CONSIDER RENEWAL OF CORPORATE INSURANCE POLICY FOR APRIL 1, 2020-MARCH 31, 2021**

Motion: _____ Second: _____ Vote: _____

10. **CONSIDER ORDINANCE NO. 2035 AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A, OF THE CITY OF EDGERTON, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; 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 ACTION IN CONNECTION THERE WITHIN; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

Motion: _____ Second: _____ Vote: _____

11. **CONSIDER RESOLUTION NO. 03-26-20A AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2020A, OF THE CITY OF EDGERTON, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF ANNUAL TAX, IN NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS 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.**

Motion: _____ Second: _____ Vote: _____

12. **CONSIDER RESOLUTION NO. 03-26-20B DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE MAXIMUM AMOUNT OF \$10,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTION AND EQUIPPING A TRUCK STOP, RESTAURANTS AND RELATED USES FOR THE BENEFIT OF MY STORE III INC.**

Motion: _____ Second: _____ Vote: _____

13. **CONSIDER RELOCATION COSTS AGREEMENT**

Motion: _____ Second: _____ Vote: _____

14. **CONSIDER THE PROPOSAL WITH MIDLAND WRECKING FOR THE DEMOLITION OF STRUCTURES AT 36790 WEST 207TH STREET EDGERTON, KS 66021**

Motion: _____ Second: _____ Vote: _____

15. **Report By The City Administrator**

16. **Report By the Mayor**

- Report on Impact of COVID-19 to City Operations

17. **Future Meeting/Event Reminders:**

- April 9th: City Council Meeting – 7:00 PM
- April 14th: Planning Commission Meeting – 7:00 PM
- April 23rd: City Council Meeting – 7:00 PM
- May 5th: Planning Commission Meeting – 7:00 PM
- May 14th: City Council Meeting – 7:00 PM
- May 28th: City Council Meeting – 7:00 PM

18. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR THE PURPOSES OF PENDING LITIGATION**

Motion: _____ Second: _____ Vote: _____

19. **Adjourn** Motion: _____ Second: _____ Vote: _____

EVENTS

March 31st: Knitting Class-CANCELED

April 4th: Easter Egg Hunt-CANCELED

April 6th: Art Class-CANCELED

April 7th: Knitting Class-CANCELED

April 13th: Cooking Class-CANCELED

April 17th: ARTbor Day Contest project photo submission deadline via City's Facebook
Page or emailed to Kara Banks (kbanks@edgertonks.org)

April 27th: Camping Day-CANCELED

City of Edgerton, Kansas
Minutes of City Council Regular Session
March 12, 2020

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on March 12, 2020. The meeting convened at 7:00 PM with Mayor Roberts presiding.

1. ROLL CALL

Ron Conus	present
Clay Longanecker	present
Josh Lewis	present
Katee Smith	present
Josh Beem	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- City Attorney Lee Hendricks
- City Clerk/Planning and Zoning Coordinator Chris Clinton
- Development Services Director Katy Crow
- Finance Director Karen Kindle
- Public Works Superintendent Trey Whittaker
- Public Works Director Dan Merkh
- Marketing and Communications Manager Kara Banks

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Approve Minutes for February 27, 2020 Regular City Council Meeting.
5. Approve Ordinance No. 2033 Approving the Descriptions and Survey of Lands Necessary For Acquisition Of Easements Needed For Constructing 56 Highway Multi-Use Trail And Associated Improvements.

Councilmember Longanecker motioned to approve the Consent Agenda, motion seconded by Councilmember Lewis. The Consent Agenda was approved, 5-0.

REGULAR AGENDA

6. Public Comments.

There were no public comments made at this time.

7. Declaration.

None of the Councilmembers had any declarations at this time.

WCD

8. **Presentation by ETC Institute of 2020 Citizen Survey Results**

Ms. Beth Linn, City Administrator introduced Mr. Ryan Murray who is the Assistant Director of Community Research with the ETC Institute. Mr. Murray presented the results to the Council in 2018 and this is the fourth (4th) time Edgerton (the City) has done a citizen survey.

Mr. Murray explained the purpose of the survey was to objectively assess resident satisfaction with the delivery of City services and compare trends from previous years. ETC Institute also compared the results with results in other communities regionally and nationally. This also helps determine the top priorities for the community. Mr. Murray said a five (5) page survey was sent to all of the households in the City with a goal of receiving 200 responses. ETC Institute received 200 responses which a good return rate for surveys. The sample size allowed for a small margin of error.

Mr. Murray started with some of the highlights of the results. He said overall, residents have a positive perception of the City with 62% of respondents being satisfied with the quality of City services and only 14% of respondents being unsatisfied. Compared to 2018, the satisfaction rate increased 7% and is a 15% increase from 2013. Mr. Murray said the satisfaction rate is 14% above the national average. Edgerton also rates 33% above the national average and 5% above the KC metro average in terms of the quality of customer service received from City employees. The priorities for improvement as determined by the responding residents are to increase the enforcement of City codes and ordinances, increase the overall maintenance of City streets, building, and facilities, improve the flow of traffic and congestion management in the City, improve the effectiveness of community planning and development and increase the quality of water and sewer utilities.

Over the next two years, there are some items the City should prioritize to reach even higher satisfaction ratings from the residents. Mr. Murray explained those top priorities are the overall maintenance of City infrastructure, overall traffic flow and management of congestion, overall enforcement of City codes and ordinances, overall effectiveness of community planning and development, and the overall quality of water and sewer utilities.

Mr. Murray stated there were questions on the survey that were specific to Edgerton so there is no data to compare it to other cities. The first question asked the residents to select three capital improvements they thought were the most important. The top responses were to reconstruct or upgrade streets, improvements to the water system, stormwater system improvements. The next question states the City may have the budget to fund capital project without increasing taxes and requests the residents to select two items that are the most important to fund. The number one response was the construction of a community center and that is followed by the construction of a spray park or pool. The third most popular answer was to just lower taxes. The final of these questions was for the resident to choose the three most important priorities for the county and region. The top answers were roads, high speed internet, and bridges.

To summarize his presentation, Mr. Murray said the City is performing well.

9. Presentation by The Gardner Edgerton Chamber of Commerce

Ms. Linn introduced Mr. Rex Cummings, Chairman of the Gardner-Edgerton Chamber of Commerce (the Chamber) Board, as the President, Mr. Jason Camis, is unable to present. Mr. Cummings provided background on the Chamber. He stated the last five (5) years has included the City of Edgerton. At the request of the City Council of Gardner, the Chamber Board has decided to serve only the City of Gardner and not multiple municipalities. Mr. Cummings did inform the Council they will serve businesses and are open to any business wanting to do business in Gardner. He said many other cities have business's in their chamber, such as Olathe and Lenexa based businesses. Mr. Cummings explained the Chamber will meet the obligations set forth in the most recent contract if the Council would like to see out the contract.

Mayor Roberts reiterated that this item arose from a Gardner City Council meeting and was not initiated by the Chamber. The City could decide to continue this year's contract or terminate the agreement with the Chamber. Mayor Roberts explained Mr. Cummings manages a hardware store in Gardner and understands this was not an easy decision by the Chamber as they were put in a difficult situation. He said money agreed to between the City and Chamber in the Contract will now benefit Gardner and may or may not benefit Edgerton.

Mr. Cummings said it was not an easy decision by the Board as they looked at the area and not the city limits. Mr. Cummings told the Council that the Chamber supports businesses no matter where they are located. Councilmember Smith asked if business owners in Edgerton could still obtain membership in the Chamber. Mr. Cummings replied yes, and the City of Edgerton can still be a member, but the Chamber will not be presenting items before the Council as they do quarterly.

Councilmember Longanecker inquired as to how the services would be changing. Mr. Cummings replied Mr. Camis would be better at answering this question but a contract was agreed upon by the City and Chamber, where Edgerton provided funding to the Chamber and Mr. Camis made quarterly presentations and the Chamber provided advertisements and other benefits for the City. Mayor Roberts explained said the contract would be fulfilled this year, if the Council decides to go that direction, but there would not be any contracted services available for the following years. Mr. Cummings reminded the Council the City could become a member of the Chamber and membership is set up in a way that would allow the City to select which level to be at. Mr. Cummings explained the higher the level, the more benefits that a business can get from the Chamber. Ms. Linn showed the 2020 agreement to the Council. She said one of the biggest benefits the City gets are new resident bags that contain information. She stated the publishing of a magazine, map, joint events with Gardner, and support for community events are all benefits the City get from their partnership with the Chamber. Ms. Linn explained the Chamber would honor the contract to supply these benefits until the end of the year, or the Council could decide to make the agreement null and void. Ms. Linn said she does not know of a City that is in another City's Chamber of Commerce that is not a joint Chamber. Mr. Cummins said the School Board is different as Edgerton Elementary is still a part of the district. He explained the GE Magazine

is funded by the businesses and not Edgerton and/or Gardner, so the Chamber decides the name and content.

Councilmember Smith inquired if Council decides not wish to continue the contract what would be done for the City for the remainder of the year. Mayor Roberts replied the services in the contract would be the same but will not be offered next year. Councilmember Smith asked if the services for the City would not be seen as a priority if the Council votes to continue through the end of the year. Mr. Cummings replied the contract would still be fulfilled to the standards as before. Councilmember Smith asked if the Council votes to end the contract tonight, what would be done by the Chamber for Edgerton Elementary. Mr. Cummings answered nothing would change.

Councilmember Smith requested the amount the City agreed to pay the Chamber. Ms. Linn stated many factors would need to be considered as at this moment, the City has not paid. Per the agreement that was presented to the Council on December 12, 2019 the City was to pay the Chamber a total of \$5,000, which was to be divided to pay for the City's membership dues, production of the Gardner-Edgerton map, and production of the GE Magazine. Ms. Linn stated the maps were provided today before the meeting and the magazine has not started publication. Councilmember Beem said Edgerton only had just over a page in the last issue. Ms. Linn stated the City itself was on that article, but there was also one for Hostess in the same issue.

Mayor Roberts asked if there are specific items the Council would like Staff to look into and requested a direction for the City to go. He said he thinks the City could step out of the Chamber and put resources towards businesses in Edgerton. Councilmember Lewis said it would be best to have Edgerton money go to Edgerton businesses and allocate the funds to the City's own resources. Councilmember Smith said the bags are beneficial. Ms. Linn agreed and said it helps new residents feel welcomed. Councilmember Lewis motioned to leave the Chamber effective immediately, Councilmember Longanecker seconded the motion. The Council voted to leave the Chamber, 5-0.

BUSINESS REQUIRING ACTION

10. PUBLIC HEARING TO CONSIDER WAIVING THE CITY DISTANCE REQUIREMENT REGARDING THE SALE AND SERVING OF ALCOHOLIC LIQUOR AT THE FULL DRAW BAR AND GRILL LOCATED AT 100 EAST 2ND STREET, EDGERTON, KANSAS

Ms. Katy Crow, Development Services Director, informed the Council that the previous owner of the property, known as The Boxcar, passed away. The new owner, Ms. Tiffany Riddle, has applied to the Kansas Department of Revenue, Alcohol Beverage Control to obtain a new license for a drinking establishment. City Staff was reviewing the requirements for this license, and one of the requirements was to meet all local codes and ordinances. Municipal Code does require a license to sell any alcoholic liquor. The Municipal Code also requires all locations to be outside of a two hundred-foot (200') radius of any church, school, nursing home, library, or hospital. This is to be measured from the nearest property line. The property line of The Edge Ministry Center located at 203 East Morgan Street is approximately one hundred forty-nine feet (149') from the property line of The Full Draw Bar and Grill. Ms. Crow stated the Council can waive the distance requirement by holding a

public hearing and approving a resolution. City Staff is requesting a public hearing be held in order for a resolution be considered of waiving the distance requirement.

Mayor Roberts opened the public hearing.

Ms. Riddle came before the Council. She said about one (1) to two (2) years ago, she decided to handle the food operations at The Boxcar. She switched food vendors and started asking patrons what they would like to see on the menu. Since then, there has been a drastic increase in choices and food sales. Ms. Riddle explained she does two (2) food runs a year to provide food for the community. Mayor Roberts appreciated her speaking before the Council and offered his condolences for her loss.

Ms. Linda Florence, 605 West Hulett Street, stated she has met Ms. Riddle and has taken her great grandsons to the restaurant before it closed for renovations. Ms. Florence said the residents of Edgerton need an eatery in the City. There was A Cup Above, but it wasn't supported enough, and nobody knew about it before it was too late. She explained this is a need for the community. Ms. Florence stated she will visit the restaurant if it is allowed to reopen.

Ms. Deb Lebakken, 900 West 7th Street, seconded what Ms. Florence stated.

With there being no further public comments, the public hearing was closed.

11. CONSIDER RESOLUTION 03-12-20A WAIVING THE CITY DISTANCE REQUIREMENT REGARDING THE SALE AND SERVING OF ALCOHOLIC LIQUOR AT THE FULL DRAW BAR AND GRILL LOCATED AT 100 EAST 2ND STREET, EDGERTON, KANSAS

Ms. Crow stated the proposed resolution would provide the waiver to allow The Full Draw to open as a drinking establishment. The resolution comes with two (2) stipulations. In order to become completely compliant with the Municipal Code, the work necessary to close a building permit issued in 2013, permit number 13-1331, needs to be completed and the applicant must apply for building permit for any additional work performed on the premise. This would also require for the inspection to be scheduled and approved by an inspector.

Councilmember Longanecker inquired as to the operations of the establishment, specifically how much food is sold as he is opposed to an establishment purely for the consumption of alcohol. Ms. Riddle said a full two (2) sided menu with rotating specials, at least six (6) days a week will be offered. She explained items on the menu and specials change depending on the season. Mr. Longanecker stated the location used to be purely a drinking establishment. Ms. Riddle replied her sales are nearly half alcohol and half food. Ms. Riddle explained more food is sold than liquor during on weekdays. Councilmember Longanecker stated the fact the food sales are high is encouraging, but he is still concerned about the amount of alcohol that could be served. He did agree with the residents that a place to eat is needed in Edgerton. Ms. Riddle replied The Full Draw typically closes around 10:00 PM and about 70% of patrons eat at the restaurant or order their food to go.

Councilmember Longanecker inquired if there will be pool tournaments at the location. Ms. Riddle answered there used to be, but she is not sure if there will be more in the future.

Mayor Roberts stated the focus on food has increased. Councilmember Longanecker agreed and wanted to know if the restaurant was going to sell more food and not just be a drinking establishment. Ms. Riddle said she would keep statistics if the Council requests that, but she agrees the food has been increasing. She explained she has utilized social media to help aid in building a menu. She added food is a key to the facility. Councilmember Conus is encouraged that the facility is becoming more food and family orientated.

Councilmember Conus inquired on how there is an outstanding building permit from 2013. Ms. Crow answered before the City hired a building inspector, all of the inspections were done by Johnson County and when the transition was made, the permit was overlooked. Ms. Crow stated the Institute for Building Technology and Safety, IBTS, did a walk-through of the building and informed Ms. Riddle what needed to be done to bring the building into compliance with the building code. IBTS is who the City contracts to do building inspections while the City searches for a new building inspector.

Councilmember Smith asked if the facility is becoming more family friendly. Ms. Riddle answered the clientele of the restaurant is becoming more and more family friendly. Mayor Roberts agreed and said around dinner time there are many families there. Ms. Riddle stated they are selling more food than they ever have on Friday evenings. Ms. Riddle has met a lot of people in the community and has taken call in orders to help people expedite their meal plans, she has ordered new bigger tables to accommodate larger groups and is recreating the seating area to a more family orientated eatery. Councilmember Conus inquired to what dinner hours are. Ms. Riddle replied the kitchen is open until at least 9:00 PM on the weekdays but can be extended if the business requires the kitchen to remain open. She stated the menu is always revolving so the kitchen needs to be flexible with the menu. Councilmember Conus asked how the new name came about. Ms. Riddle answered the family enjoys hunting with a bow and they plan on adding new and different beer taps and the name fits both of those aspects.

Councilmember Longanecker motioned to approve Resolution No. 03-12-20A with the stipulation that the work pertaining to the building permit issued in 2013 be done in accordance to the building code and all future work obtain a building permit. Councilmember Conus seconded the motion. Resolution No. 03-12-20A was approved with the stipulations, 5-0.

12. CONSIDER ORDINANCE NO. 2034 ANNEXING CERTAIN LAND INTO THE CITY OF EDGERTON, KANSAS

Ms. Linn informed the Council on March 2, 2020, The City of Edgerton became the owner of the property generally located at 36790 West 207th Street (north side of 207th Street just east of Co-op Road). The property was purchased as part of the 207th Street Grade Separation Project. As owner of the land, the City desires to annex that land into the City of Edgerton pursuant to K.S.A. § 12-520(a)(2).

Councilmember Longanecker motioned to approve Ordinance No. 2034, Councilmember Beem seconded the motion. Ordinance No. 2034 was approved, 5-0.

13. CONSIDER AGREEMENT WITH JOHNSON COUNTY TO JOIN WATERSHED ORGANIZATION 4, PARTICIPATING IN JOHNSON COUNTY'S STORMWATER MANAGEMENT PROGRAM

Mr. Dan Merkh, Public Works Director, told the Council on March 28, 2019, Lee Kellenberger with Johnson County Public Works presented to City Council various changes to their Stormwater Management Program (SMP). The new direction is the creation of organizations that are then joined by various cities that fall within the same watershed. Johnson County (the County) was split into six (6) different watersheds with Edgerton falling in Watershed 4 along with Gardner, Spring Hill and unincorporated Johnson County. Entities that join serve as the governing body for the projects that are approved for funding by the SMP program. The presentation that was given on that date was provided to the Council in the packet. As identified in the presentation, the Watershed method is being broken down into four (4) categories, Flooding, System Management, Planning, and Water Quality.

Mr. Merkh explained the difference is the way funding is allocated. The scope was viewed at the local level, now it is viewed at the watershed level, which is a lot broader. Cities used to be able to make year-to-year plans, but now the project must be a 5/10/15 year Capital Improvement Plan. The County will now fund 50% of system replacement projects, but only if it meets the standards and approval of the other municipalities in that watershed. The County will fund all significant watershed projects and fund half for local projects. Mr. Merkh explained the City does not have a lot of stormwater infrastructure, and what it does have has been constructed recently, so replacement projects will not be needed in the near future. The City is already a member of Hillsdale Area Water Cooperative (HAWC) as the stormwater in the City drains into Hillsdale Lake.

Mr. Merkh explained there are opportunities and challenges to joining the Watershed Organization. It does take a watershed-wide approach to stormwater, however the investment of City Staff to this organization would be difficult as the City is already a member of HAWC. The organization does have a county-funded Master Plan on the watershed level. There will be difficulties in providing actionable information for the City as it is a broad approach. Funding would be available in four (4) different categories. The requirements for the funding do make it difficult for Edgerton to qualify. Education would be watershed wide. Funds are already set aside to the Miami County Conservation District to help provide education in the watershed. Nothing in the agreement would not supplant, preempt or supersede the authority of the City. There are minimum design standards, consistent policies and actions that the City would need to conform to.

Mr. Merkh stated based on the analysis of the challenges and analysis, City Staff recommends not joining the Johnson County Watershed Organization 4 at this time. The City has already committed both financial and Staff resources to both HAWC and the Miami County Conservation District. These organizations provide similar opportunities and initiatives as the Johnson County organization. City Staff recommends focusing the City's resources towards the existing commitments and Staff will monitor the County's Watershed Organization and present and recommendation to participate changes.

Councilmember Conus asked if this is another water organization on top of another water organization. Mr. Merkh answered it is, but this is Johnson County instead of Miami County. Ms. Linn stated the Johnson County program has chosen to take a different approach to funding. It is used to be more focused on each City, now is a more watershed approach, which is over a greater area. Ms. Linn stated another agreement is difficult for City Staff to manage their time between. Councilmember Lewis asked if this agreement is an addition to what the City has already entered. Ms. Linn answered this would be added to the agreement with Miami County. Mayor Roberts stated this program seems to be more for the redevelopment of stormwater facilities, which the City has little of and what stormwater system the City has is new. Ms. Linn stated she feels there is a disservice to the smaller cities due to the rigorous inspections and the costs that accompany the inspections.

Councilmember Smith motioned to decline participation in the Johnson County Watershed Organization 4 and the John County Stormwater Management Program, Councilmember Longanecker seconded the motion. The City of Edgerton decline to participate, 5-0.

14. CONSIDER APPLICATION FP2019-03, FINAL PLAT FOR ON THE GO TRAVEL CENTER, FIRST PLAT, GENERALLY LOCATED AT THE NORTHEAST CORNER OF HOMESTEAD LANE AND INTERSTATE 35 (I-35)

Ms. Crow came before the Council. She stated on April 26, 2019 the City of Edgerton received Application FP-2019-03 for the Final Plat of On the Go Travel center, generally located at the Northeast Corner of Homestead Lane and Interstate 35 (I-35).

This parcel was annexed into the City of Edgerton on January 1, 2015. The Planning Commission held a public hearing with regards to the rezoning (Application RZ-09-24-2014A) of this parcel from Johnson County RUR to City of Edgerton C-2 (Heavy Service Commercial) on March 10, 2015. The Governing Body approved the rezoning on March 26, 2015 (Ordinance 996).

The final plat includes approximately 12.162 acres with Lot 1 measuring 9.139 acres, Tract A measuring 2.115 acres, and 0.956 acres of right-of-way. Preliminary Plat Application PP2019-03 was submitted to, and approved by, the City of Edgerton Planning Commission on August 13, 2019. Final Plat Application FP2019-03 was also reviewed by the Edgerton Planning Commission and was recommended for City Council acceptance at the same meeting.

City Staff, including the City Engineer, have reviewed the revised Final Plat submittal for compliance with the approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton Unified Development Code. Staff review comments stipulated that additional easements may be necessary pending discussions regarding the intersection alignment, easements, utility locations, etc.

In order to accommodate the interior curve of West 200th Street, a small land swap was required between My Store III, Inc., the owner of this parcel, and Paul Middleton and Naomi Middleton Trust dated April 26, 1988, owner of an adjacent parcel. The documents related to this land swap have been filed and recorded with the Johnson County Records and Tax Administration (RTA) per one of the stipulations of Planning Commission approval.

In addition, the applicant has obtained easement documents for the road piece shown on this plat that is on the Middleton parcel. These easement documents have also been recorded with the Johnson County RTA.

Councilmember Longanecker inquired to the status of the project. Ms. Crow answered the Land Disturbance permit has been issued last week and the applicant can start moving dirt.

Councilmember Longanecker motioned to approve Final Plat Application FP2019-03, Councilmember Conus seconded the motion. Final Plat FP2019-03, Final Plat for On the Go Travel Center, was approved, 5-0.

15. CONSIDER ACCEPTANCE OF 207TH GRADE SEPARATION DEED OF DEDICATION OF RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT

Ms. Linn stated in 2020, the City of Edgerton will begin construction of the 207th Street Grade Separation Project. The Project requires acquisition of rights-of-way and easements from several property owners near the 207th Street and Co-op Road intersection. The deed of dedication of right-of-way and temporary construction easement are necessary for the project.

The 207th Street Grade Separation Project (design, construction, inspection, utility relocations, right-of-way acquisition, etc.) is funded entirely from the Public Infrastructure Fund as part of the City's agreements with BNSF Railway and Edgerton Land Holding Company for LPKC. No city general fund dollars will be used for this project. Ms. Linn stated the deed of dedication is from the Crist residence.

Councilmember Lewis motioned to approve the deed of dedication of right-of-way and temporary construction easement; Councilmember Smith seconded the motion. The deed of dedication was approved, 5-0.

16. Report by the City Administrator

Ms. Linn provided the Council with an updated job description for the Recreation Coordinator. She said Ms. Maddie Becker has handed in her resignation and her final day of employment with the City is March 20, 2020. Ms. Becker was the first one to hold the title of Parks and Recreation Coordinator with the City. During her tenure, the City has learned from her roll what the duties entail.

Ms. Linn explained the key role of the Recreation Coordinator is to develop, organize, schedule, participate in and supervise assigned programs and events offered by and/or supported by Edgerton Parks and Recreation. This would include community events, athletics, youth and adult fitness, and other classes. The Recreation Coordinator would coordinate/serve as liaison to partner agencies offering events or programs. Ms. Linn stated when the City first introduced this role, the idea was to have the individual oversee maintenance of the parks as well. As time has gone on, it is best to leave the maintenance of the parks under the Public Works Department.

Councilmember Smith clarified the maintenance of the parks would still be done. Ms. Linn answered the Public Works Department will oversee the maintenance. Councilmember Lewis asked if there was change in job class. Ms. Linn replied there was no change to the job class so the compensation would be the same.

Councilmember Lewis motioned to approve the amended job description of the Recreation Coordinator; Councilmember Smith seconded the motion. The Recreation Coordinator job description was approved, 5-0.

17. Report by the Mayor

- Mayor Roberts introduced Representative Ken Collins from District 2. Rep. Collins thanked Mayor Roberts and stated he is a former Edgerton City Councilmember.
- Mayor Roberts informed the Council the first death associated with the coronavirus/COVID-19 in is was in Wyandotte County earlier this evening. He acknowledged the strong recommendation by the Center for Disease Control and Prevention (CDC) that person-to-person contact should be limited. Mayor Roberts stated the City will be doing its part to meet the recommendation.

Ms. Kara Banks, Marketing and Communications Manager, came before the Council and read a press release that was provided to the Council. She said all parks and recreation events planned for March and April have been suspended. She stated the Easter Egg Hunt will be canceled and the Low-Cost Vaccine Clinic will be postponed and the deadline to register a pet will be extended to July 1, 2020. Ms. Banks explained Edgerton Municipal Court will be postponed to April and the cases for March will be continued to the April court date of April 28, 2020. The Planning Commission and City Council will still meet on their scheduled days. She urged everyone to wash their hands and to stay home when sick. City Staff will continue to sanitize frequently touched services. Ms. Banks said this is a flexible plan and will need to remain mobile as the situation changes.

Mayor Roberts said there is over abundance of caution with this pandemic and warned elderly citizens to take precautions and recommend self-quarantining as needed as the virus is spreading rapidly. He stated before tonight, there was one (1) positive case in Johnson County and now that has risen to five (5) and one (1) death in Wyandotte County. Mayor Roberts mandated that City Staff is not to travel to any conferences.

Councilmember Lewis asked if City Staff could work away from the office and if there is a contingency plan in place. Ms. Linn replied department heads remotely as well as Ms. Banks, but that could change if needed. She said if other cities start closing services and offices, then the Council would need to decide what services are essential and need to be provided. She encouraged residents to avoid contact if it is possible and utilize online bill pay or the 1-800 number. The City will continue to reach out to residents any way possible via the website and social media. Ms. Linn explained the Mayor can close City Hall if it is deemed necessary. Councilmember Lewis asked if there was an emergency plan in place. Ms. Linn answered there is one in place. Mayor Roberts said the County

has an emergency plan as well, but the virus can be spread out, so it is best for the City to have an idea of what to do.

Councilmember Smith requested a list of all City events through September.

Mayor Roberts said this press release will be going out and recommended people share news from trusted sites like the CDC, Kansas Department of Health and Environment, Johnson County Health, and Johnson County Emergency Management. The City is well connected with the County officials but still waiting to see what happens. Councilmember Conus stated while he was working with the Federal Emergency Management Agency, his greatest fear is from biological form of disaster and social distancing is the way to keep the death toll low. He believes the largest risk is to the economy.

Ms. Florence inquired to status of the Senior Lunches. Mayor Roberts answered it is not a City sponsored event. Ms. Banks has reached out to the organizer of the Senior Lunches. Ms. Linn recommended that they be canceled but all are welcome to come to City Hall as City Staff was unsure if everyone would be contacted by then. Councilmember Conus stated he posted a chart to one of his social media pages that showed the number of deaths by age group and the largest at-risk group is people over the age of sixty (60). Mayor Roberts suggested the seniors of the community be in contact via phone or another way to make sure they are getting the care they need. Ms. Florence stated she is unsure if she can contact everybody. Mayor Roberts said the community can figure out a way to contact them through mutual contacts. Ms. Linn stated City Staff is willing to contact the Fire Department and the Johnson County Sheriff's Office to contact people who might not have many contacts. Councilmember Longanecker mentioned there should be a list from the hams that were handed out during the Holidays. Mayor Roberts asked Ms. Banks to try to find that list.

18. Future Meeting/Event Reminders:

- March 26th: City Council Meeting – 7:00 PM
- April 9th: City Council Meeting – 7:00 PM
- April 14th: Planning Commission Meeting – 7:00 PM
- April 23rd: City Council Meeting – 7:00 PM
- May 5th: Planning Commission Meeting – 7:00 PM
- May 14th: City Council Meeting – 7:00 PM

19. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR THE PURPOSES OF PENDING LITIGATION

Councilmember Smith motioned to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing pending litigation to include the City Attorney and City Administrator for thirty (30) minutes. Councilmember Beem seconded, the motioned carried, 5-0. Open session recessed at 8:48 PM.

Councilmember Conus motioned to return to open session, Councilmember Lewis seconded the motion. The meeting returned to open session at 9:18 PM, 5-0.

Councilmember Smith motioned to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing pending litigation to include the City Attorney and City Administrator for five (5) minutes. Councilmember Beem seconded, the motioned carried, 5-0. Open session recessed at 9:19 PM.

Councilmember Conus motioned to return to open session, Councilmember Lewis seconded the motion. The meeting returned to open session at 9:24 PM, 5-0.

20. **Adjourn**

Councilmember Longanecker motioned to adjourn the meeting, seconded by Councilmember Smith. The motion carried and the meeting adjourned at 9:27 PM.

EVENTS

March 2nd: Youth Art Class: Floam, Slime, and Puffy Slime

March 9th: Youth Cooking Class

March 13th: Card Sharks

March 16th-20th: Spring Break Parks and Rec Activities

March 31st: Knitting Class

RESOLUTION NO. 12-12-19B

A RESOLUTION ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS.

WHEREAS, pursuant to Ordinance No. 1006, the City Council indicated that all City Fees that previously were spread throughout the City Code, and would require an Ordinance amending that particular part of the Code to change the fee, would instead be consolidated into a City Fee Resolution such that all fees could be better monitored and, any revisions thereto, could be accomplished via resolution instead of an ordinance; and

WHEREAS, City Staff continues to work on consolidating said fees into this Fee Resolution and, as those fees are added in, revised versions of this Resolution will be presented for Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF EDGERTON, KANSAS:

SECTION 1: FEES.

The following fees shall be due and payable to the City Clerk:

OPEN RECORDS

Inspection Fee, if item is not readily available	\$20.00 per request
Copying Fee (no charge for first ten (10) pages)	\$0.10 per page after first ten
Mailing Fee	Actual mailing costs
Facsimile charges	\$1.00 / \$0.10 per page
Searches by staff, three (3) hours or more	\$25.00 per hour

ANIMAL CONTROL

Animal Registration Fees:

Neutered/Spayed dog or cat	\$5.00
Unneutered/Non-spayed dog or cat	\$25.00
Seniors (60 plus) with neutered/spayed dog or cat	\$No Charge
Chicken registration	\$50.00
Breeder Fee	\$500.00
Late Registration Fee	\$25.00
Duplicate Tag Fee	\$1.00

Animal Redemption Fees:

Registered	
First pick up	\$No charge
Second pick up	\$50.00
Third pick up	\$100.00

Non-Registered, Neutered/Spayed First pick up	\$50.00
Non-Registered, Unneutered/unspayed First pick up	\$100.00
City provided rabies vaccination	\$50.00
Habitual Violator (dog picked up more than three times in one year)	\$250.00
Boarding Fee	\$10.00 per day

BEVERAGES

Cereal Malt Beverages

General Retailer – Consumption	\$100.00
General Retailer – Not for Consumption on premises	\$35.00
Change of Location Fee	\$5.00

Drinking Establishments

License Fee – Biennial occupation tax	\$500.00
---------------------------------------	----------

Private Club

License Fee – Class A Biennial occupation tax	\$500.00
License Fee – Class B Biennial occupation tax	\$500.00

Special Event

Permit Fee	\$50.00
------------	---------

Caterer

Permit Fee	\$250.00
------------	----------

Retail

Permit Fee Biennial occupation tax	\$500.00
------------------------------------	----------

BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1.00 to \$500	\$22.00
\$501.00 to \$2,000.00	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000.00	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fractions thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.00 to \$1,000,000.00	\$2,855 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$4,955.00 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
--	------------------

Re-inspection fees assessed	\$50.00 per hour
-----------------------------	------------------

Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
--	------------------

Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the juris- diction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
--	------------------

For use of outside consultants for plan checking Actual Costs
or inspections (costs include administrative and
overhead costs)

Permit Fees – Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1 to \$500	\$13
\$501 to \$2,000	\$13 for first \$500.00 plus \$1.50 for each additional \$100.00 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$35.50 for the first \$2,000.00 plus \$8.00 for each additional \$1,000 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$219.50 for the first \$25,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$381.00 for the first \$50,000 plus \$4.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction

	thereof, to and including \$500,000.
\$500,000 and up	\$1782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
Re-inspection fees assessed	\$50.00 per hour
Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the jurisdiction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
Certificate of Occupancy	\$10.00
Fire Review and Inspection - Core and Shell 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Tenant Finish 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Core and Shell 12,501.00 square feet or greater Multi-Family (R-3)	\$0.02 per square foot

Commercial Zoning Districts (C-D, C-1, C-2)
Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection	\$0.02 per square foot
- Tenant Finish	
12,501 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

Permit Fees - Fuel Gas Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Plumbing Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Mechanical Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions	\$50.00 per hour

or revisions to approved plans (minimum charge – one hour)

Permit Fees – Electrical Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Issuance of annual permit	\$250.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Moving Buildings

House/building/derrick or other structure permit	\$5.00
--	--------

Oil and Gas Wells

Permit Fee	\$150.00 per well
License Fee	\$25.00 per well

Fire Insurance Proceeds Fund

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u>)	\$5000.00 or 10% of covered claim payment, whichever is less
---	--

BUSINESS LICENSE

General License	\$5.00
Solicitor's License – Investigation Fee	\$50.00
Solicitor's License – Issuance Per day	\$25.00
Solicitor's License – Six Months	\$250.00
Adult Entertainment Business License	\$250.00
Adult Entertainment Manager's License	\$20.00
Adult Entertainers License	\$20.00
Adult Entertainment Service's License	\$20.00
Mobile Food Vender License	\$100.00

Block Party	\$25.00
-------------	---------

FIREWORKS

Fireworks – Temporary Retail Sale Application Fee	\$500.00
Fireworks – Temporary Retail Sale Bond	\$1000.00
Public Display Application Fee	\$100.00

SOLID WASTE

Customer Unit Charge – Monthly (One trash container and one recycle container)	\$7.50
Extra Container Charge – Monthly	\$5.00
Extra Recycle Container – Monthly	\$1.00

PUBLIC PROPERTY

Community Hall Rental – Residents (24-hrs midnight)	\$100.00
Community Hall Rental – Non-Residents (24 -hrs midnight)	\$150.00
Rental Deposit Required for Rental (Refundable) (Due at time of Reservation)	\$50.00
Overnight Camping (by special permit)	\$10.00
Martin Creek Park Lights	
-Ball field #1 Lights	\$20 / hour
-Horse Shoe Pit Lights	\$20 / hour
Right-Of-Way Permit	\$100.00

PUBLIC OFFENSES

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
Abatement Administrative Fee	\$50.00 per abatement

UTILITIES - WATER

Water Rate

WATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$20.83	\$31.23
1"	\$24.76	\$37.13
1 1/2"	\$31.30	\$46.95
2"	\$39.17	\$58.75
3"	\$57.52	\$86.26
4"	\$83.71	\$125.57
6"	\$149.22	\$223.82
8"	\$227.84	\$341.76

Volumetric Rate

Tiers	Inside City	Outside City
0-2,000	\$4.29	\$6.43
2,001-10,000	\$9.64	\$14.45
>10,000	\$13.30	\$19.93

Water System Development Fees

System Development Fee (based on size of water meter)

METER SIZE	CHARGES
5/8"	\$4,300
1"	\$10,750
1.5"	\$21,500
2"	\$34,400
3"	\$64,500
4"	\$107,500
6"	\$215,000
8"	\$344,000

Water Connection Fees

Connections Charge: Inside City - Regular

\$1,250.00

(¾-inch service, with ¾-inch by 5/8 inch-meter)	
Connections Charge: Outside City - Regular	\$7,500.00
(¾-inch service, with ¾-inch by 5/8-inch meter)	
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Reconnection Fee, during normal business hours	\$25.00
Reconnection Fee, during non-business hours	\$100.00
Meter Testing (if meter is correct)	\$10.00
Hydrant Meter Refundable Deposit	\$1,500.00

UTILITIES - WASTEWATER

Wastewater Rate

WASTEWATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

\$6.55

Volumetric Rate

\$7.58 [per 1,000 gallons]¹

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

¹ For residential use properties, Section 15-305(b) of Article 3 of Chapter XV of the City Code will determine the level of gallons.

Wastewater System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,800
3/4"	\$6,600
1"	\$12,000
1.5"	\$24,000
2"	\$38,400
3"	\$72,000
4"	\$120,000
6"	\$240,000
8"	\$384,000

Wastewater Connection Fees

Connection Charge and Inspection Fee \$750.00

Wholesale Wastewater Rate \$3.36 [per 1,000 gallons]

Private Disposal System Fees

Installation Permit	\$250.00
Significant Alteration and Repair Permit	\$100.00
Minor Repair	\$50.00
Non-Residential Annual Operation Permit	\$50.00
(first year fee included in Installation Permit Fee)	

Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours	\$15.00 per hour
(2-hour charge minimum, additional to inspection fee)	

ZONING AND DEVELOPMENT FEES

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development:	
Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$250.00 plus publication fees
Rezoning Fee	\$250.00
Conditional/Special Use Permit Fee	
Residential Zoning Districts	\$100.00 plus publication fees
Non-Residential Zoning Districts	\$1,000.00 plus publication fees
Temporary Construction Activities	
Permit Fee	\$500.00
Amended Application Requiring Another	
Planning Commission Review, Post Approval	\$250.00
Expired Permit – treated as a new permit	\$500.00
Blasting Permit (one (1) year)	\$500.00
Home Occupation Permit Fee	\$5.00
Preliminary/Final Site Plan Fee	\$200.00 plus \$10.00 per acre plus publication fees
Site Plan Re-review Fee	\$200.00 plus \$1.00 per acre
Revised Site Plan Fee	
Requiring Planning Commission Approval	\$250.00
Requiring Zoning Administrator Approval	\$100.00
Preliminary Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Preliminary Plat Re-review Fee	\$300.00 plus \$10 per lot

Final Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Final Plat Re-review Fee	\$300.00 plus \$10 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per lot
Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Street Light Fee	\$250.00
New Public Improvement Inspection Fee	Actual cost of inspection + 2% administrative fee
Street/Stormwater	
Water/Sewer	
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00
Zoning Verification Letter	\$75.00 per request

Sign Fees

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00
Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00

SECTION 2: Effective Date. This Resolution shall become effective on January 1, 2020.

SECTION 3: Repealer. Any fees or resolutions inconsistent herewith are hereby repealed and said City Code references (along with other specific fee references throughout the City Code that will now be controlled by the Fee Resolution) will be formally withdrawn via a future ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 12th
DAY OF DECEMBER, 2019.

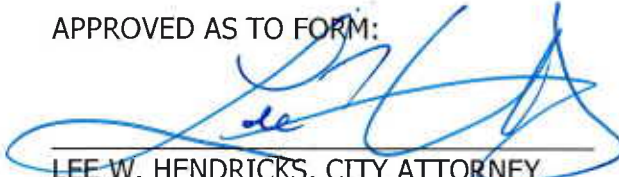


DONALD ROBERTS, MAYOR

ATTEST:


RACHEL A. JAMES, CITY CLERK



APPROVED AS TO FORM:


LEE W. HENDRICKS, CITY ATTORNEY

City Council Action Item

Council Meeting Date: March 26, 2020

Department: Administration

Agenda Item: Consider Renewal of Corporate Insurance Policy for April 1, 2020 – March 31, 2021

Background/Description of Item:

Annually, the City of Edgerton considers the renewal of its corporate insurance policy. The corporate insurance policy includes several coverages, such as Property, Crime (for employee theft and securities), Inland Marine (contractor's equipment), General Liability, Public Officials Errors and Omissions, Employment Practices, Business Automobile, and Pollution Liability (treatment plant coverage).

City staff began working with Mr. Kevin O'Brien from The Reilly Group on the insurance renewal process in January of this year. Earlier this month, Mr. O'Brien informed city staff that One Beacon would not be submitting a bid for coverage, but he did provide bids obtained from both Travelers and EMC.

In 2019, Council directed staff to determine which property was to be insured in which manner (replacement cost, actual cash value (ACV), or self-insured). A comprehensive list was developed with those methods of coverage valuation and Council adopted those methods of replacement on March 28, 2019. That same methodology has been employed with regards to the coverage for this policy year.

The property of the City can be insured in one of three ways: (1) at replacement cost, (2) actual cash value; or (3) self-insured.

Replacement Cost

- Assets insured at replacement cost are insured at a value that represents the cost to replace/rebuild including materials and labor.
- Council included assets at replacement cost when the cost to replace the asset is significant or when the need to replace the asset is immediate or is an emergency.
- To determine replacement cost, staff contacted contractors for pricing for assets in today's dollars, looked at prices recently paid by the City for similar items and researched the costs on the internet. For buildings, staff used a per square foot reconstruction cost researched on the internet and multiplied it by the square footage of City buildings as noted in the County Appraiser's records.

Actual Cash Value (ACV)

- Assets insured at ACV are insured at a value that represents the asset's current market value (replacement cost less depreciation).
- Council included assets at ACV when the City would not replace the asset or replace it in the same location or with the same type of asset.
- Staff determined the current value of an asset by depreciating the asset using the straight-line method of depreciation for assets that still have more than 25% of their useful life left. The straight-line depreciation method takes the cost of the asset less any value that might be left at the end of the asset's useful life and divides the result evenly over the useful life of the asset.
- For assets with less than 25% of their useful life left, staff researched the internet for a current value.

Self-Insure

- Assets that are self-insured are not included in the City's insurance policy. The cost to replace the asset will be paid in full by the City from reserves.
- Council included assets as self-insured when the cost to replace the asset is low or when the need to replace the asset isn't immediate or an emergency.

Attached are the proposed coverages and the associated costs from both Travelers and EMC. Also attached are the revised property, equipment and vehicle lists. The annual premium quote from EMC is \$100,713 and from Travelers the annual premium quote is \$85,635. Both are A Rated companies for insurance provision.

In addition, Pollution Liability would still be provided from Crum & Forster for an amount of \$5,671 annual and Cyber Liability Coverage would come from Hiscox at an amount of \$3,630. These costs are both comparable to those which had been quoted from One Beacon during the last coverage period.

At the bottom of the attached spreadsheet, Mr. O'Brien has provided some notes regarding the coverage quote outlined. One item that staff would like to point out for council consideration is the Travelers option related to the wind/hail deductible. If that deductible is increased from \$10,000 to \$25,000 annually, a savings of \$8,750 results. Over a two-year period, that accumulated savings of \$17,500 would cover the \$15,000 increase in deductible that City funds would need to cover. The quote provided is for a \$10,000 deductible so the savings which would be realized with the higher deductible are not included in this quote. EMC did not offer the same discount with a higher deductible for this coverage.

In addition, EMC will not provide coverage for equipment items in the "Inland Marine" category (anything that leaves a building) and as such, flood damage would not be included for much of the Public Works equipment under the EMC premium.

Insurance premium costs provided compare as follows:

Insurance Type/Provider	EMC	Travelers
Property Coverage	\$100,713.00	\$85,635.00
Pollution Liability (Crum & Forster)	\$5,671.00	\$5,671.00
Cyber Liability (Hiscox)	\$3,630	\$3,630
Total Insurance Coverage Quote	\$110,014.00	\$94,936.00

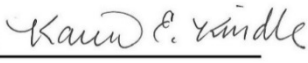
Mr. O'Brien recommends Travelers due to broader coverage at a lower cost.

Related Ordinance(s) or Statue(s):

Funding Source: Funding for property insurance premiums is provided for in the General Fund (Administration and Parks), Water Fund (Administration) and the Sewer Fund (Treatment Plant, Lift Stations and Administration).

Budget Allocated: \$100,899

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Purchase corporate insurance policy from Travelers, purchase pollution liability policy from Crum and Forster and purchase cyber liability coverage from Hiscox for the period of April 1, 2020 – March 31, 2021, for a premium amount not to exceed \$100,899.

Enclosed:

- (1) Insurance Summary & Comparison provided by Kevin O'Brien of The Reilly Company
- (2) Various City Property Lists

Prepared by: Karen Kindle, Finance Director

City of Edgerton, Kansas
Insurance Program Comparison Summary-2020

<u>Item of Coverage</u>	<u>2019</u>	<u>2020</u>	<u>2020</u>
Property	One Beacon	EMC	Travelers
Blanket Building & Personal Property Values - RC	\$ 16,743,411	\$ 19,609,184	\$ 17,654,184
Specific Building Values - RC	\$ 2,820,199	\$ -	\$ -
Specific Building & Personal Property Values - ACV	\$ 25,574	\$ -	\$ 1,955,000
Earthquake (\$25,000 Deductible)	N/A	\$ 2,500,000	\$ 2,500,000
Flood (see property list) (\$25,000 Deductible)	\$ -	\$ -	\$ 2,500,000
Total Property Values Insured	\$ 19,589,184	\$ 19,609,184	\$ 19,609,184
Bus Interruption & Extra Expense (72 hour Deductible)	\$ 100,000	\$ 1,000,000	\$ 250,000
Computer Equipment Coverage	\$ 72,400	\$ 154,400	\$ 154,400
Property Deductible	\$ 2,500	\$ 5,000	\$ 5,000
Wind-Hail Deductible	\$ 10,000	\$ 5,000	\$ 10,000
Cosmetic Damage Exclusion	No	Yes	No
<i>RC=Replacement Cost / ACV=Depreciated Value</i>			
Crime	One Beacon	EMC	Travelers
Employee Dishonesty (Excluding Treasurer)	\$ 200,000	\$ 200,000	\$ 200,000
Forgery & Alteration	\$ 25,000	\$ 25,000	\$ 25,000
Money & Securities	\$ 25,000	\$ 25,000	\$ 25,000
Money Orders and Counterfeit Paper Currency	\$ 25,000	\$ 25,000	\$ 25,000
Computer Fraud	\$ 100,000	\$ 100,000	\$ 100,000
Deductible	\$ 2,500	\$ 1,000	\$ 2,500
Inland Marine	One Beacon	EMC	Travelers
Contractor's Equipment - Unscheduled (ACV) -	\$ 20,000	\$ 20,000	\$ 20,000
Contractor's Equipment - Scheduled (ACV)	\$ 620,266	\$ 607,563	\$ 607,563
Leased/Rented Equipment (ACV)	\$ 25,000	\$ 25,000	\$ 25,000
Flood & Earthquake (\$25,000 Deductible)	Included	Not Covered	Included
Total Equipment Values	\$ 665,266	\$ 652,563	\$ 652,563
Inland Marine Deductible	\$ 1,000	\$ 1,000	\$ 1,000
<i>ACV = Actual Cash Value = Market Value</i>			
General Liability (Occurrence Form)	One Beacon	EMC	Travelers
Limit of General Liability - Each Occurrence	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
KS Tort Cap - where applicable	\$ 500,000	\$ 500,000	\$ 500,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Employee Benefits Legal Liability (EBL)*	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Sexual Abuse & Molestation	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Pesticide & Herbicide Coverage	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Failure to Supply	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
General Liability Deductible per claim	*None	*None	*None
Sewer Backup (resulting from negligence) *	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
* Except \$1,000 ded for Sewer Backup and EBL			
Public Official Errors & Omissions Liability	One Beacon	EMC	Travelers
Limit of Liability - Each Claim	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 2,000,000	\$ 1,000,000	\$ 2,000,000
Public Official Liability Deductible	\$ 2,500	\$ 2,500	\$ 2,500
Cyber/Network Security/Data Breach Coverage	Excluded	Excluded	Excluded
Retroactive Date	4/1/2004	4/1/2004	4/1/2004
Number of Employees - Full time / Part time	19 / 4	20 / 3	20 / 3

City of Edgerton, Kansas
Insurance Program Comparison Summary-2020

<u>Item of Coverage</u>	<u>2019</u>	<u>2020</u>	<u>2020</u>
Employment Practices Liability	One Beacon	EMC	Travelers
Limit of Liability - Each Claim	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 2,000,000	\$ 1,000,000	\$ 2,000,000
Employment Practices Liability Deductible	\$ 2,500	\$ 2,500	\$ 2,500
Defense in Addition or Reduces Coverage Limit	In Addition	In Addition	In Addition
Third Party Coverage - Defense Only or Full Cover	Full Coverage	Full Coverage	Full Coverage
Retroactive Date (None or an older date is better)	4/1/2004	4/1/2004	4/1/2004
Number of Employees - Full time / Part time	19 / 4	20 / 3	20 / 3
Business Automobile	One Beacon	EMC	Travelers
Limit of Liability - Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000
Uninsured/Underinsured Motorist	\$1,000,000	\$1,000,000	\$1,000,000
Comprehensive Deductible	\$500	\$500	\$500
Collision Deductible	\$500	\$500	\$500
Valuation of Claim	ACV	ACV	ACV
Number of Vehicles Insured/Trailers	11 / 5	12 / 5	12 / 5
Excess Liability	One Beacon	EMC	Travelers
Limit of General Liability - Each Occurrence	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Annual Aggregate Limit	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Excess Over: General Liability & Auto Liability	YES	YES	YES
Employment Practices Liability	YES	YES	YES
Public Official Liability	YES	YES	YES
Subtotal Personal Property Premium	\$ 82,946.00	\$ 100,713.00	\$ 85,635.00
Pollution Liability	Crum & Forster	Crum & Forster	Crum & Forster
Limit of General Liability - Each Claim	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Retroactive Date	4/1/2016	4/1/2016	4/1/2016
Deductible	\$ 5,000	\$ 5,000	\$ 5,000
Crum & Forster Pollution Premium	\$ 5,671.00	\$ 5,671.00	\$ 5,671.00
Cyber Liability	One Beacon	Hiscox	Hiscox
Limit of General Liability - Each Claim	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Deductible	\$5,000 /10 Hours	\$5,000 /10 Hours	\$5,000 /10 Hours
Hiscox Cyber Premium	\$ 3,630.00	\$ 3,630.00	\$ 3,630.00
Total Premium	\$ 92,247.00	\$ 110,014.00	\$ 94,936.00

Notes:

In Summary, the City's insurance carrier, One Beacon, declined to offer renewal coverage due to loss history. So the summary above compares quotes received from EMC and Travelers, the two premier insurers of municipal business in Kansas.

Overall, Travelers looks to have the best quote. Increased premiums are due mainly to increased exposures:

- 1) Property values increased slightly by \$20,000 with no change in property rates. Coverage is much improved.
- 2) City Hall will be insured at ACV but Travelers will inspect roof & structure and may add back into the blanket coverage at RC
- 3) Public Works Equipment values decreased 2% and rates remained unchanged.
- 4) General Liability rates were reduced and expenditures increased dramatically over last year
- 5) Public Official Liability & Employment Practices Liability exposure of full time employees rose 5% by 1
- 6) Auto exposure increased by 1 truck
- 7) Travelers is recommended due to broader coverage at lower cost
- 8) Optional Wind/Hail Deductible: Increase from \$10,000 to \$25,000 for \$8,750 annual savings (Travelers only).

Edgerton Property List 4-1-2020

Property List 2020-2021

Item #	Asset	Asset Location	Building Insured Value	Contents Insured Value
Replacement Cost (all except City Hall - Actual Cash Value)				
1-1	Community Center/City Hall	404 E. Nelson St, Edgerton, KS 66021 *	\$1,920,000	\$35,000
2-1	Water Tanks & Telemetry Equipment (150,000 gallons)	818 W 8th St, Edgerton, KS 66021 *	\$450,000	\$0
2-2	Fence - Water Tower	818 W 8th St, Edgerton, KS 66021 *	\$4,200	\$0
3-1	Water Tanks & Telemetry Equipment (50,000 gallons) (Man	1st St at E. Martin St., Edgerton, KS 66021 *	\$375,000	\$0
3-2	Fence - Water Tower	1st St at E. Martin St., Edgerton, KS 66021 *	\$3,000	\$0
3-3	Outdoor Warning Siren - Manor Park	1st St at E. Martin St., Edgerton, KS 66021 *	\$26,000	\$0
3-4	Manor Park Playground Equipment	1st St at E. Martin St., Edgerton, KS 66021 *	\$43,170	\$0
3-5	Manor Park Rubber Mulch at this location	1st St at E. Martin St., Edgerton, KS 66021 *	\$20,989	\$0
3-6	Manor Park Shelter	1st St at E. Martin St., Edgerton, KS 66021 *	\$28,520	\$0
4-1	Parks Maint Bldg	710 E. Nelson St, Edgerton, KS 66021	\$100,000	\$5,000
4-2	Public Works Building	710 E. Nelson St, Edgerton, KS 66021	\$315,000	\$35,000
4-3	Fence	710 E. Nelson St, Edgerton, KS 66021	\$280,000	\$0
4-4	Barn (Lean To w/Equipment) (80x40)	710 E. Nelson St, Edgerton, KS 66021	\$75,000	\$0
4-5	Salt Storage Barn (Quonset Hut) (65x30)	710 E. Nelson St, Edgerton, KS 66021	\$22,000	\$0
4-6	Edgerton Waste Water Lift Station (EWWLS)	710 E. Nelson St, Edgerton, KS 66021	\$733,000	\$0
4-7	EWWLS Fence	710 E. Nelson St, Edgerton, KS 66021	\$34,000	\$0
4-8	EWWLS Generator	710 E. Nelson St, Edgerton, KS 66021	\$32,000	\$0
5-1	Edgerton Lake Park Shelter House #1	600 E. 6th St, Edgerton, KS 66021	\$18,823	\$0
5-2	Edgerton Lake Park Shelter House #2	600 E. 6th St, Edgerton, KS 66021	\$28,520	\$0
5-3	Edgerton Lake Park Shelter House #3	600 E. 6th St, Edgerton, KS 66021	\$18,823	\$0
6	Maintenance Building (600 square feet)	307 E. Nelson St, Edgerton, KS 66021 *	\$70,000	\$20,000
7-1	Concessions Building	Martin Creek Park, Edgerton, KS 66021 *	\$70,000	\$5,000
7-2	Poles/Lights (field 1)	Martin Creek Park, Edgerton, KS 66021 *	\$150,000	\$0
7-3	Poles/Lights (field 2)	Martin Creek Park, Edgerton, KS 66021 *	\$150,000	\$0
7-4	Poles/Lights (field 3)	Martin Creek Park, Edgerton, KS 66021 *	\$150,000	\$0
7-5	Shelter	Martin Creek Park, Edgerton, KS 66021 *	\$45,000	\$0
7-6	Tennis Court Lights	Martin Creek Park, Edgerton, KS 66021 *	\$150,000	\$0
7-7	Playground Equipment	Martin Creek Park, Edgerton, KS 66021 *	\$13,270	\$0
7-8	Baseball backstops (field #1 & #2)	Martin Creek Park, Edgerton, KS 66021 *	\$4,240	\$0
7-9	Baseball Fence (field #1 & #2)	Martin Creek Park, Edgerton, KS 66021 *	\$3,000	\$0
8	8th Street Sewer Lift Station	W. 7th & W. 8th St, Edgerton, KS 66021	\$50,000	\$0
9	Library (not on historic register)	319 E. Nelson St, Edgerton, KS 66021 *	\$750,000	\$0
10-1	Water Tower (200,000 gallons) (County Line)	20325 County Line Rd, Edgerton, KS 66021 *	\$600,000	\$0
10-2	Fence - Water Tower (County Line)	20325 County Line Rd, Edgerton, KS 66021 *	\$13,000	\$0
11-1	Baldwin Booster Pump Station	200 Road, Baldwin, KS 66006	\$140,000	\$0
11-2	Fence - Baldwin Booster Pump Station	200 Road, Baldwin, KS 66006	\$9,350	\$0
12	Edgerton Community Museum (750 sq ft leased to Hist Soc	406 E. Nelson St, Edgerton, KS 66021 *	\$110,000	\$0
13	Skate Park	Glendell Acres Park, 310 W. Edgewood Dr, Edgerton, KS *	\$5,064	\$0
14-1	IMF Lift Station	32882 W. 191st St, Edgerton, KS 66021 *	\$370,000	\$0

Edgerton Property List 4-1-2020

14-2	IMF Lift Station - Fence	32882 W. 191st St, Edgerton, KS 66021 *	\$4,420	\$0
14-3	IMF Lift Station - Generator	32882 W. 191st St, Edgerton, KS 66021 *	\$23,000	\$0
14-4	Outdoor Warning Siren-IMF Lift Station	32882 W. 191st St, Edgerton, KS 66021 *	\$26,000	\$0
15-1	Big Bull Creek WWTP	20600 Homestead Ln, Edgerton, KS 66021 *	\$5,761,745	\$0
15-2	Big Bull Creek WWTP - Solids Bldg	20600 Homestead Ln, Edgerton, KS 66021 *	\$1,500,000	\$0
15-3	Big Bull Creek WWTP - Admin Bldg	20600 Homestead Ln, Edgerton, KS 66021 *	\$855,000	\$25,000
15-4	Big Bull Creek WWTP - Headworks Bldg	20600 Homestead Ln, Edgerton, KS 66021 *	\$530,000	\$0
15-5	Big Bull Creek WWTP - Fence/Gate	20600 Homestead Ln, Edgerton, KS 66021 *	\$53,000	\$0
15-6	Big Bull Creek WWTP - Generator	20600 Homestead Ln, Edgerton, KS 66021 *	\$120,000	\$0
16	Single Family Dwelling (Yellow House-Overflow City Offices	305 E Nelson St, Edgerton, KS 66021 *	\$110,000	\$25,000
17	Outdoor Warning Siren - Braun St.	1100 W. Braun, Edgerton, KS 66021 *	\$26,000	\$0
18	Water Control Vault w/Telemetry Equipment-US 56	100 W. 8th Street, Edgerton, KS 66021 *	\$4,500	\$0
19	Water Control Vault w/Telemetry Equipment-207th Street	900 W. Braun, Edgerton, KS 66021 *	\$3,000	\$0
20	Traffic Signals	20365 Homestead Ln, Edgerton, KS - Northside of Intersection *	\$211,000	\$0
21	Traffic Signals	20336 Homestead Ln, Edgerton, KS - Southside of Intersection *	\$211,000	\$0
22	Traffic Signals	32708 W. 199th St, Edgerton, KS 66021*	\$211,000	\$0
23	Traffic Signals	19108 Homestead Ln, Edgerton, KS 66021 *	\$211,000	\$0
24	Street Lights	Waverly Road*	\$222,300	\$0
25	Street Lights	Homestead Ln Interchange*	\$228,000	\$0
26	Traffic Signals	191st Street & Waverly Rd.*	\$211,000	\$0
27	Government Offices	312B E. Nelson St., Edgerton, KS *	\$0	\$15,000
28-1	Essex Waste Water Lift Station	19129 Essex Street, Edgerton Ks. *	\$750,000	\$0
28-2	Essex Waste Water Lift Station - Generator	19129 Essex Street, Edgerton Ks. *	\$100,000	\$0
28-3	Essex Waste Water Lift Station - Vinyl Fence	19129 Essex Street, Edgerton Ks. *	\$12,750	\$0
29-1	Big Industrial Waste Water Lift Station	18517 Waverly Rd *	\$370,000	\$0
29-2	Big Industrial Waste Water Lift Station - Generator	18517 Waverly Rd *	\$23,000	\$0
29-3	Big Industrial Waste Water Lift Station - Vinyl Fence	18517 Waverly Rd *	\$12,350	\$0
30-1	Spoon Creek Booster Pump Station	20690 Spoon Creek *	\$270,000	\$0
30-2	Fence - Spoon Creek Booster Pump Station	20690 Spoon Creek *	\$3,150	\$0
Total Blanket Building Values at Replacement Cost			\$17,524,184	
Total Blanket Contents Values at Replacement Cost				\$130,000

Total Blanket Limit of All Property Insured	\$17,654,184	
Specific Limit (ACV) for City Hall/Community Center	\$1,920,000	\$35,000
Travelers to do survey of roof and structural integrity of building to consider RC in blanket limit		
Note: Earthquake limit is \$2,500,000 (\$25,000 deductible) for all above locations		
Note: Flood limit is \$2,500,000 (\$25,000 deductible) only at locations noted with an asterisk (*)		

City of Edgerton Vehicle List 4-1-2020

**Edgerton Vehicles List
2020-2021 Renewal**

Vehicle #	Year	Make	Model	Body Type	VIN	Cost New	Class	Dept	Purchase Date	Mileage	Notes
1	2001	Ford	F250	Pickup truck	1FTNF21L41EB39836	17,500	1499	PW		127157	
2	2003	Chevy	Silverado	Pickup truck	1GCEC19Z43Z304694	23,025	1499	UT		89280	
3	2015	Ford	F250	Pickup truck	1FT7W2B68FEA88530	27,500	1499	PW	6/9/2014	54263	
4	2015	Ford	F350	Pickup truck	1FTRF3B61FEA88528	28,000	21499	PW	6/9/2014	41627	
5	2015	Ford	F150 Supercab 4 X 4	Pickup truck	1FTEX1EPXFKD30819	24,399	1499	CD	5/4/2015	36671	
6	2015	Ford	F150 Supercab 4 X 4	Pickup truck	1FTEX1EP9FKE51454	24,864	1499	CD	9/9/2015	27432	
7	2016	Isuzu Elgin Broom Badger	Street Sweeper	Truck	JALE5W160G7303812	187,446	31499	PW	8/4/2016	5312	
8	2017	Ford	F350 4X4 Crew Cab w/plow	Pickup truck	1FT8W3B60HEE05312	39,500	1499	PK	8/18/2017	20245	
9	2017	Mack	Granite GU 432	Truck	1M2AX34C2HM010728	141,500	31499	PW	9/29/2017	10159	
10	2018	Lamar	Utility Trailer	Trailer	5RVUC12XJP056353	3,000	69499	PK	10/26/2017		
11	2009	Trailer	With Sewer Jetter mounted	Trailer	139KU21278C381582	75,000	68499	UT			
12	2018	Diamond C	13DECL24X102 Flatbed	Trailer	46UFU2426J1195966	8,920	68499	PW	4/16/2018		
13	2018	Diamond C	48HDT-LPL24x82 Road Clipper	Trailer	46UFU2423J1203361	9,359	68499	PW	7/25/2018		
14	1987	Starlight	Utility Trailer	Trailer	1HWFS162541	7,500	69499	UT			
15	2019	Ford	F350 4X4 Crew Cab FB w/9' plow	Pickup truck	1FD8W3H64KED68646	43,596	21499	PW	2/28/2019	3502	
16	2019	Ford	F350 W-9ft UtilityBed +Crane	Pickup truck	1FD8W3H64KED68647	57,034	21499	UT	3/28/2019	8343	

Surplus Equipment

17	2001	Ford	F250 4WD (Flat Bed)	Pickup truck	1FTNF21L7YEC85335		1499	PW			(this is going to be sold)
----	------	------	---------------------	--------------	-------------------	--	------	----	--	--	----------------------------

Egerton Equipment List 4-1-2019

City of Egerton
Insurance Renewal 2020-2021

2020

Contractors Equipment

Item #	Year	Manufacturer	Model	Description	Serial #	Purchase Cost	Useful Life		Curr Hours	Life Used	Life Left	% Life	Amount of Ins.	Purchase Date	Purchase Yr	Dept	Type
							Years	Hours									
Heavy Equipment																	
1	2017	Kubota	RTVX1100	Utility Vehicle	A5KC2GDBAHG034584	17,280	10	5000	566.5	3	4434	89%	15,322	10/2/2017	2017	PK	Heavy Equip
2	1993	Case Backhoe	580	Super K	JG01788453	31,567		6000	n/a	27			14,900			PW	Heavy Equip
3	2017	Caterpillar	PNG0729	12M3 AWD Motor Grader	CAT0112MHN9800409	278,000	15	10000	296.4	3	9704	97%	269,760	11/29/2017	2017	PW	Heavy Equip
4	2018	Volvo	DD25B	Roller	VCE0D25BF0H661034	35,490	10	5000	22.2	2	4978	100%	35,332	11/27/2018	2018	PW	Heavy Equip
5a	2017	Kubota	SSV75PHFRC	Skid Loader w/ Cab, Pilot Controls, Hydraulic Coupler	JKUS0751K00J23116	46,500	10	6000	422.1	3	5578	93%	43,229	11/29/2017	2017	PW	Heavy Equip
5b	2017	Kubota		Skid Steer Tooth Bucket	1031804K	incl w/Skid Loader	13			4	9	69%	incl w/Skid Loader	11/29/2017	2017	PW	Heavy Equip
5c	2017	Kubota		Skid Steer Smooth Bucket	1011803K	incl w/Skid Loader	13			4	9	69%	incl w/Skid Loader	11/29/2017	2017	PW	Heavy Equip
5d	2018	Kubota		Mill Head		13,480	13			3	10	77%	10,369	7/20/2018	2018	PW	Heavy Equip
6a	2017	John Deere		50G Compact Excavator	1FF050GXPQH284368	63,000		6000	171.1		5829	97%	61,203	12/21/2017	2017	PW	Heavy Equip
6b	2016	John Deere		Smooth Bucket	X2010041649	1,100	13			5	8	62%	677	8/19/2016	2016	PW	Heavy Equip
7a	2018	Mahindra	2555HTS Cab	Tractor Product #25554CHIL	55HCK00859	34,000		6000	142.1		5858	98%	33,195	8/16/2018	2018	PW	Heavy Equip
7b	2018	Mahindra	2555	Loader	55CL K00383	incl w/tractor	13			3	10	77%	incl w/tractor	8/16/2018	2018	PW	Heavy Equip
7c	2018	Mahindra		Aerator	K13361-1	3,350	13			3	10	77%	2,577	8/16/2018	2018	PW	Heavy Equip
7d	2018	KOD	KBSHD6	Heavy Duty 6' Box Blade	245749	1,172	10			3	7	70%	820	9/11/2018	2018	PW	Heavy Equip
8	1998	Case Uniloader	1840		JAF0248235	17,800		5000	n/a				8,500			UT	Heavy Equip
	2019	Kubota	AP-HB74-16	Box Broom Attachment - Skid Loader	1072694K	6,347	13			2	11	85%	5,371	10/23/2019	2019	PW	Heavy Equip

Mowers

9	2011	Simplicity	17 HP Pacer	Walk Behind Mower		2,099	10	1500	200	9	1300	87%	1,819	7/12/2011	2011	CD	Mower
10	2017	Hustler	HTE934935	Super Z HD 60 RD Mower	17073115	11,172	7	1500	284.9	3	1215	81%	9,050	9/28/2017	2017	PK	Mower
11	2017	Hustler	HTE934976	Super Z HD 72 RD Mower	17090534	11,377	7	1500	261.3	3	1239	83%	9,395	9/28/2017	2017	PK	Mower
12	2018	Wright Stander	WSZK61s61E8E-49s	61" Zero Turning Mower	107296EF	9,083	10	1500	156.6	2	1343	90%	8,135	4/26/2018	2018	PW	Mower
13	2015	Bad Boy	Outlaw	61" Zero Turn Mower	BB0612T74002151006	6,954	10	1500	159	5	1341	89%	6,217	5/29/2015	2015	UT	Mower

Sign Shop Equipment

14	2017	Graphtec	FC8600-130	54' Cutting Plotter		13,200	5			4	1	20%	2,640	9/28/2017	2017	PW	Plotter
15	2017	HSRA		Squeese Roller		2,300	7			4	3	43%	986	9/28/2017	2017	PW	Plotter

Plows

16	2017	Kubota	V5289	72' Comm'l Plow Blade for UTV	21615504	5,278	10			4	6	60%	3,167	10/2/2017	2017	PK	Plow
17	2015	Henke	EXP11AK	Snow Plow	19053	11,746	10			6	4	40%	4,698	2/27/2015	2015	PW	Plow
18	2011	Monroe		11 ft snow blade	MP36R11-ISCT	8,205	10			10	0	0%	0		2011	PW	Plow
19	2017	Boss		8' - 10' EXT Snow Plow with Rubber deflector Kit	401167129 / 40125095	6,960	10			4	6	60%	4,176	10/26/2017	2017	PW	Plow
20	2017	Boss		8' - 10' EXT Snow Plow with Rubber deflector Kit	401240149/401250652	6,960	10			4	6	60%	4,176	10/24/2017	2017	PW	Plow
21	2014	Henke		V-Plow for Cat Motor Grader		25,000	10			6	4	40%	10,000	2/14/2015	2015	PW	Plow
22	2017	ARM		SPX 10 Ft Plow	7796	6,000	10			4	6	60%	3,600	9/14/2017	2017	PW	Plow
23	2017	Western		MVP Plow	17022110090376900	5,700	10			4	6	60%	3,420		2017	PW	Plow
24	2019	Meyer	Lot Pro	9 ft Lot Pro	oo251809403	5,216	10			2	8	80%	4,173		2019	PW	Plow

Small Equipment

25	2015	Cub Cadet	31DH975W710	Snow Blower	16174B10153	3,200	15			6	9	60%	1,920		2015	PW	Small Equip
26	2016	Cornwell		Apprentice Tool Set		6,000	20			5	15	75%	4,500	12/9/2016	2016	PW	Small Equip
27	2016	Rotary	SM014	Vehicle Lift	FA7147	13,500	20			5	15	75%	10,125	12/31/2016	2016	PW	Small Equip

Spreaders

28	2015	Henke	HXC2000	V-box salt spreader	19148	23,128	10			6	4	40%	9,251	2/27/2015	2015	PW	Spreader
29	2017	Buyers		Salt Dogg - 8' Electric Stainless Steel Spreader	4780	5,100	10			4	6	60%	3,060		2017	PW	Spreader
30	2017	ARM		Tail Gate Spreader		3,000	10			4	6	60%	1,800	9/14/2017	2017	PW	Spreader

Scheduled Equip Total

607,563

Electronic Data Processing Equipment

**moved to a lump sum on policy*

75,000

City Council Action Item

Council Meeting Date: March 26, 2020

Department: Administration

Agenda Item: Consider Ordinance No. 2035 Authorizing And Providing For The Issuance Of General Obligation Refunding Bonds, Series 2020A, Of The City Of Edgerton, Kansas, For The Purpose Of Providing Funds To Refund The City's Outstanding General Obligation Bonds; 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.

Background/Description of Item:

At the December 12, 2019, Council Meeting, City Council approved Resolution No. 12-12-19A which authorized the City to offer bonds for sale to refund the Series 2012A General Obligation Bonds. At that meeting, Council reached consensus to use the bank direct purchase method of selling the bonds. At the time of the December 12, 2019, meeting, Stifel had submitted a proposal pursuant to a Request for Proposals process administered by Columbia Capital, the City's Financial Advisor, to serve as placement agent and privately place the bonds with a bank purchaser. In the weeks that followed, Stifel notified Columbia Capital that the bank buyer had withdrawn from the deal. Columbia Capital contacted banks again to see if there was any interest, at which point US Bank provided a proposal.

US Bank's proposal included a market competitive rate that produced significant interest cost savings to the City; however, they limited the final maturity of the bonds to August 1, 2030, which is four years short of the original maturity of the bonds (2034). After analyzing the projected cash flow from the special assessments, Columbia Capital determined that the City would be able to make the annual payments for the shorter maturity. Having the shorter maturity moves the savings from the refunding to the end of the life of the bonds vs. capturing savings each year and results in the bonds being paid off earlier.

Ordinance No. 2035 authorizes the issuance of the bonds, and notes that the specific terms of the bonds will be outlined in the Bond Resolution, which will be considered by the Governing Body after consideration of this Ordinance.

The City Attorney has reviewed and approved this Ordinance.

Related Ordinance(s) or Statute(s): Resolution No. 12-12-19A

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval:  x
Karen Kindle, Finance Director

Recommendation: Approve Ordinance No. 2035 Authorizing And Providing For The Issuance Of General Obligation Refunding Bonds, Series 2020A, Of The City Of Edgerton, Kansas, For The Purpose Of Providing Funds To Refund The City's Outstanding General Obligation Bonds; 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.

Enclosed: Ordinance No. 2035

Prepared by: Karen Kindle, Finance Director

ORDINANCE NO. 2035

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A, OF THE CITY OF EDGERTON, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; 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 Edgerton, Kansas (the “City” or “Issuer”) is a city of the third class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City previously issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds and provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the Refunded Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, 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. 10-427 *et seq.*, and K.S.A. 10-620 *et seq.*, all as amended and supplemented from time to time.

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

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

“Bonds” means the City’s General Obligation Refunding Bonds, Series 2020A, dated April 9, 2020, authorized by this Ordinance.

“City” means the City of Edgerton, 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.

“Debt Service Reserve Fund” means the Debt Service Reserve Fund for General Obligation Bonds, Series 2020A, created pursuant to the Bond Resolution.

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

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

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

“Refunded Bonds” means the Series 2012A Bonds maturing in the years 2020 to 2034, inclusive, in the aggregate principal amount of \$3,220,000.

“Series 2012A Bonds” means the Issuer’s General Obligation Bonds, Series 2012A, dated September 27, 2012.

“State” means the State of Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds, Series 2020A, of the City in the principal amount of \$3,340,000, for the purpose of providing funds to: (a) refund the Refunded Bonds; (b) pay costs of issuance of the Bonds; and (c) fund the Debt Service Reserve Fund for the Bonds.

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

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

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

The taxes and/or assessments 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 and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments 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 and/or assessments are collected.

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the City Council on March 26, 2020 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Donald Roberts, Mayor

ATTEST:

Chris Clinton, City Clerk

APPROVED AS TO FORM:

Gilmore Bell, P.C., Bond Counsel

City Council Action Item

Council Meeting Date: March 26, 2020

Department: Administration

Agenda Item: Consider Resolution No. 03-26-20A Authorizing And Directing The Issuance, Sale And Delivery Of General Obligation Bonds, Series 2020A, Of The City Of Edgerton, Kansas; Providing For The Levy And Collection Of Annual Tax, If Necessary, For The Purpose Of Paying The Principal Of And Interest On Said Bonds 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.

Background/Description of Item:

At the December 12, 2019, Council Meeting, City Council approved Resolution No. 12-12-19A which authorized the City to offer bonds for sale to refund the Series 2012A General Obligation Bonds. At that meeting, Council reached consensus to use the bank direct purchase method of selling the bonds. At the time of the December 12, 2019, meeting, Columbia Capital, the City's Financial Advisor, received a proposal from Stifel. However, since that meeting, the buyer that Stifel was working with withdrew from the deal. Columbia Capital contacted the banks again to see if there was any interest. US Bank responded that they were interested and provided a proposal.

US Bank's proposal included a market competitive rate; however, they didn't want to have the maturity of the bonds extend past 2030, which is four years short of the original maturity of the bonds (2034). After analyzing the cash flow from the special assessments, Columbia Capital determined that the City would be able to make the annual payments for the shorter maturity. Having the shorter maturity moves the savings from the refunding to the end of the life of the bonds vs. capturing savings each year.

Resolution No. 03-26-20A contains the specifics for the bonds including the amount of the bonds, the interest rate, the maturity date, repayment provisions, etc. Approval of Resolution No. 03-26-20A is the final step in the issuance process for the Series 2020A General Obligation Bonds. If approved, the closing date for the bonds would be April 9, 2020.

The City Attorney has reviewed and approved this resolution and the Bond Purchase Agreement.

Related Ordinance(s) or Statue(s): Ordinance No. 2035, Resolution No. 12-12-19A

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval:  x
Karen Kindle, Finance Director

Recommendation: Approve Resolution No. 03-26-20A Authorizing And Directing The Issuance, Sale And Delivery Of General Obligation Bonds, Series 2020A, Of The City Of Edgerton, 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 Bonds 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.

Enclosed: Resolution No. 03-26-20A
Bond Purchase Agreement with U.S. Bank

Prepared by: Karen Kindle, Finance Director

RESOLUTION NO. 03-26-20A

OF

THE CITY OF EDGERTON, KANSAS

ADOPTED

MARCH 26, 2020

**GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020A**

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 101.	Definitions of Words and Terms.....	1
---------------------	-------------------------------------	---

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201.	Authorization of the Bonds.	7
Section 202.	Description of the Bonds.....	8
Section 203.	Designation of Paying Agent and Bond Registrar.	8
Section 204.	Method and Place of Payment of the Bonds.	8
Section 205.	Payments Due on Saturdays, Sundays and Holidays.	9
Section 206.	Registration, Transfer and Exchange of Bonds.....	9
Section 207.	Execution, Registration, Authentication and Delivery of Bonds.	10
Section 208.	Mutilated, Lost, Stolen or Destroyed Bonds.	11
Section 209.	Cancellation and Destruction of Bonds Upon Payment.	11
Section 210.	Nonpresentment of Bonds.....	11
Section 211.	Sale of the Bonds – Bond Purchase Agreement.....	12

ARTICLE III

REDEMPTION OF BONDS

Section 301.	Redemption by Issuer.....	12
Section 302.	Selection of Bonds to be Redeemed.....	13
Section 303.	Notice and Effect of Call for Redemption.	14

ARTICLE IV

SECURITY FOR BONDS

Section 401.	Security for the Bonds.....	15
Section 402.	Levy and Collection of Annual Tax; Transfer to Debt Service Account.	15

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501.	Creation of Funds and Accounts.	16
Section 502.	Deposit of Bond Proceeds and Other Moneys.	16
Section 503.	Application of Moneys in the Redemption Fund.	17
Section 504.	Application of Moneys in Debt Service Account.	17
Section 505.	Application of Moneys in the Rebate Fund.	17
Section 506.	Deposits and Investment of Moneys.	18
Section 507.	Application of Moneys in the Costs of Issuance Account.	18

Section 508.	Application of Moneys in the Debt Service Reserve Fund.....	18
Section 509.	Redemption of Refunded Bonds.....	18

ARTICLE VI

DEFAULT AND REMEDIES

Section 601.	Remedies.....	19
Section 602.	Limitation on Rights of Owners.....	19
Section 603.	Remedies Cumulative.....	19

ARTICLE VII

DEFEASANCE

Section 701.	Defeasance.....	20
---------------------	-----------------	----

ARTICLE VIII

TAX COVENANTS

Section 801.	General Covenants.....	20
Section 802.	Survival of Covenants.....	21

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901.	Exempt from Disclosure.....	21
---------------------	-----------------------------	----

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001.	Annual Audit.....	21
Section 1002.	Amendments.....	21
Section 1003.	Notices, Consents and Other Instruments by Owners.....	22
Section 1004.	Notices.....	23
Section 1005.	Electronic Transactions.....	23
Section 1006.	Further Authority.....	23
Section 1007.	Severability.....	23
Section 1008.	Governing Law.....	23
Section 1009.	Effective Date.....	23

EXHIBIT A	– FORM OF BONDS.....	A-1
------------------	----------------------	-----

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 03-26-20A

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A, OF THE CITY OF EDGERTON, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 2035 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 passed the Ordinance authorizing the issuance of the Bonds; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, 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. 10-427 *et seq.*, and K.S.A. 10-620 *et seq.*, all as amended and supplemented from time to time.

“**Authorized Denomination**” means \$100,000, and integral multiples of \$5,000 in excess thereof.

“**Bank**” means U.S. Bank National Association, Cincinnati, Ohio, the original purchaser of the Bonds, and any successor and assigns.

“**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 Purchase Agreement” means the Bond Purchase Agreement dated as of March 26, 2020, between the Issuer and the Bank.

“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 Refunding Bonds, Series 2020A, 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.

“City” means the City of Edgerton, Kansas.

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

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

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

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Refunding Bonds, Series 2020A, created pursuant to ***Section 501*** hereof.

“Dated Date” means April 9, 2020.

“Debt Service Account” means the Debt Service Account for General Obligation Refunding Bonds, Series 2020A, 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.

“Debt Service Reserve Fund” means the Debt Service Reserve Fund for General Obligation Bonds, Series 2020A.

“Debt Service Reserve Requirement” means the sum of \$309,000, which amount is less than (a) 10% of the original stated principal amount of the Bonds, (b) the maximum annual Debt Service Requirements for the Bonds during any Fiscal Year, or (c) 125% of the average annual Debt Service Requirements for the Bonds over the term of the Bonds.

“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.

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

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

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

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

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

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

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

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

“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 February 1 and August 1 of each year, commencing August 1, 2020.

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

“Issuer” means the City of Edgerton, Kansas and any successors or assigns.

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

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

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

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

(a) To the Issuer at:

City of Edgerton, Kansas
404 E. Nelson St.
PO Box 225
Edgerton, Kansas 66021

(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 Bank:

U.S. Bank National Association
425 Walnut St.
Cincinnati, Ohio 45202

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

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Bank, the manager of its Municipal Bond Department.

“Ordinance” means Ordinance No. 2035 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.

“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 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.

"Placement Agent" means U.S. Bank Municipal Products Group, a division of U.S. Bank National Association.

"Purchase Price" means the amount set forth in the Bond Purchase Agreement.

"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 Refunding Bonds, Series 2020A, 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 Fund" means the Redemption Fund for Refunded Bonds created pursuant to *Section 501* hereof.

"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 Bonds" means the Series 2012A Bonds maturing in the years 2020 to 2034, inclusive, in the aggregate principal amount of \$3,220,000.

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

"Refunded Bonds Redemption Date" means April 30, 2020.

“Refunded Bonds Resolution” means the ordinance and resolution which authorized the Refunded Bonds.

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

“Series 2012A Bonds” means the Issuer’s General Obligation Bonds, Series 2012A, dated September 15, 2012.

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

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

“State” means the state of Kansas.

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

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

“Term Bonds” means the Bonds scheduled to mature in the year 2030.

“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 \$3,340,000 for the purpose of providing funds to: (a) refund the Refunded Bonds; (b) pay Costs of Issuance; and (c) fund the Debt Service Reserve Fund for the Bonds.

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:

TERM BONDS

Stated Maturity	Principal	Annual Rate
<u>August 1</u>	<u>Amount</u>	<u>of Interest</u>
2030	\$3,340,000	1.650%

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.*

The Issuer has selected U.S. Bank Municipal Products Group, a division of U.S. Bank National Association, to serve as Placement Agent for the Bonds.

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the 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 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. An Owner shall only have the authority to transfer and exchange Bonds 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 Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

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

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

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

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

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

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper

officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Bank 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. 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 211. Sale of the Bonds – Bond Purchase Agreement. The Mayor is hereby authorized to enter into the Bond Purchase Agreement between the Issuer and the Purchaser in substantially the form submitted to the Governing Body concurrently with the adoption of this Resolution, with such changes therein as shall be approved by the Mayor, such officer's signature thereon being conclusive evidence of the approval thereof. Pursuant to the Bond Purchase Agreement, the Issuer agrees to sell the Bonds to the Bank for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Bonds will be subject to redemption and payment prior to their Stated Maturity on August 1, 2025, 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. 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 and/or assessments 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 August 1 in each year, the following principal amounts of such Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$265,000	2020
285,000	2021
295,000	2022
300,000	2023
305,000	2024

310,000	2025
310,000	2026
310,000	2027
315,000	2028
320,000	2029
325,000	2030*

*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 State Treasurer, and the Bank. 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.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for

the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

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

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers, if any, 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, if any, 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 in part from special assessments levied upon the property benefited by the construction of the improvements financed by the Refunded Bonds 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 balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting

the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

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

- (a) Redemption Fund for Refunded Bonds;
- (b) Debt Service Account for General Obligation Refunding Bonds, Series 2020A (within the Bond and Interest Fund);
- (c) Rebate Fund for General Obligation Refunding Bonds, Series 2020A.
- (d) Costs of Issuance Account for General Obligation Refunding Bonds, Series 2020A.
- (e) Debt Service Reserve Fund for General Obligation Refunding Bonds, Series 2020A.

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

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

- (a) All accrued interest received from the sale of the Bonds shall be deposited into the Debt Service Account.
- (b) The sum of \$50,416.32 shall be deposited into the Costs of Issuance Account.

(c) The sum of \$3,245,410.74 shall be deposited into the Redemption Fund, consisting of \$2,980,583.68 of Bond proceeds and \$264,827.06 that the Issuer shall transfer from the debt service reserve fund for the Refunded Bonds.

(d) An amount equal to the Debt Service Reserve Requirement will be deposited into the Debt Service Reserve Fund.

Section 503. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Bonds Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Bonds on the Refunded Bonds Redemption Date. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Bonds shall be transferred to the Debt Service Account.

Section 504. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

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

Section 505. 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 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 other than the Redemption Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

Section 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 Debt Service Account.

Section 508. Application of Moneys in the Debt Service Reserve Fund. Except as hereinafter provided, all amounts paid and credited to the Debt Service Reserve Fund may be expended and used by the Issuer solely to pay all or a portion of the Debt Service Requirements on the Bonds, if there is or has been any delinquency or non-payment of special assessments levied and imposed on property benefitting from certain improvements financed by the Refunded Bonds, which delinquency or non-payment results or has resulted in a shortfall of special assessment amounts budgeted by the Issuer for collection and application to Debt Service Requirements on the Bonds. If the Debt Service Reserve Fund is applied to pay Debt Service Requirements on the Bonds, there is no provision or requirement for replenishment of the Debt Service Reserve Fund to the Debt Service Reserve Requirement.

Moneys in the Debt Service Reserve Fund may be used to call the Bonds for redemption and payment prior to their Stated Maturity or may be used to pay and retire the Bonds and interest thereon; provided that after such redemption or payment no Bonds shall remain Outstanding. Any amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement on any valuation date shall be transferred to the Debt Service Account.

Section 509. Redemption of Refunded Bonds. The Refunded Bonds are hereby called for redemption and payment prior to maturity on the Refunded Bonds Redemption Date. Said Refunded Bonds shall be redeemed in accordance with the Refunded Bonds Resolution by the payment of the principal thereof, together with the redemption premium and accrued interest thereon to such Refunded Bonds Redemption Date. The Clerk is hereby directed to cause notice of the call for redemption and payment of said Refunded Bonds to be given in the manner provided in the Refunded Bonds Resolution. The officers of the Issuer and the Refunded Bonds Paying Agent are hereby authorized and directed to take such other

action as may be necessary in order to effect the redemption and payment of said Refunded Bonds as herein provided.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

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

positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

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

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor, Clerk, and chief financial officer are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

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

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Exempt from Disclosure. The Issuer has not prepared an official statement or other offering document relating to the Bonds and is relying on exemption to provide and disseminate such information contained in Section (d)(1) of the SEC Rule. In furtherance of such exemption, the Issuer certifies that: (a) the Bank has certified that the Bonds are being issued in denominations of \$100,000 or more; and (b) the Bonds are being sold to no more than thirty-five persons, each of whom the Bank reasonably believes: (1) has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (2) is not purchasing for more than one account or with a view to distributing the Bonds.

ARTICLE X

MISCELLANEOUS PROVISIONS

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

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

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

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

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

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

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

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

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

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

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

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

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

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

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

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the Governing Body on March 26, 2020.

(SEAL)

Donald Roberts, Mayor

ATTEST:

Chris Clinton, City Clerk

APPROVED AS TO FORM:

Gilmore Bell, P.C., Bond Counsel

EXHIBIT A
(FORM OF BONDS)

REGISTERED
NUMBER __

REGISTERED
\$

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF EDGERTON
GENERAL OBLIGATION REFUNDING BOND
SERIES 2020A

Interest	Maturity	Dated
Rate: _____%	Date: August 1, 20____	Date: April 9, 2020

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Edgerton, in the County of Johnson, 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 February 1 and August 1 of each year, commencing August 1, 2020 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to 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 Refunding Bonds, Series 2020A," aggregating the principal amount of \$3,340,000 (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. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, and K.S.A. 10-620 *et seq.*, all as amended and supplemented from time to time, 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 in part from special assessments levied upon the property benefited by the construction of the improvements financed by the Refunded Bonds 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 balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

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

Transfer and Exchange. 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. A Registered Owner shall only have the authority to transfer and exchange Bonds 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 Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

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

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

CITY OF EDGERTON, KANSAS

[(Facsimile Seal)]

By: (facsimile)
Donald Roberts, Mayor

ATTEST:

By: (facsimile)
Chris Clinton, City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Refunding Bonds, Series 2020A, of the City of Edgerton, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

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

By: _____

Registration Number: _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The undersigned, Clerk of the City of Edgerton, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of April 9, 2020.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Chris Clinton, City Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

BOND ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

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

Dated _____

Name

Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

LEGAL OPINION

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

GILMORE & BELL, P.C.

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

(PRINTED LEGAL OPINION)

BOND PURCHASE AGREEMENT

BETWEEN

THE CITY OF EDGERTON, KANSAS

AND

**U.S. BANK NATIONAL ASSOCIATION
CINCINNATI, OHIO**

\$3,340,000

GENERAL OBLIGATION REFUNDING BONDS

SERIES 2020A

DATED AS OF APRIL 9, 2020

\$3,340,000
CITY OF EDGERTON, KANSAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020A

March 26, 2020

Mayor and City Council of the
City of Edgerton, Kansas

BOND PURCHASE AGREEMENT

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, U.S. Bank National Association, Cincinnati, Ohio (the “Bank”), hereby offers to purchase all (but not less than all) of the above-described bonds (the “Bonds”) to be issued by the City of Edgerton, Kansas (the “City”), under and pursuant to an Ordinance to be passed and a Resolution to be adopted by the City Council of the City (the “Governing Body”) on March 26, 2020 (collectively the “Bond Resolution”). All capitalized terms not specifically defined herein shall have the same meaning as defined in the Bond Resolution, unless some other meaning is plainly indicated.

This offer is made subject to acceptance of this Bond Purchase Agreement by or on behalf of the Governing Body on or before 11:59 p.m., applicable Central time, on this date (the “Sale Date”).

SECTION 1. PURCHASE, SALE AND DELIVERY OF THE BONDS

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, the Bank agrees to purchase from the City and the City agrees to sell to the Bank the Bonds not later than 12:00 Noon, applicable Central time on April 9, 2020, or such other place, time or date as shall be mutually agreed upon by the City and the Bank, at the purchase price set forth on ***Exhibit A*** attached hereto, without accrued interest (the “Purchase Price”). The date of such delivery and payment is herein called the “Closing Date,” the hour and date of such delivery and payment is herein called the “Closing Time” and the transactions to be accomplished for delivery of the Bonds on the Closing Date shall be herein called the “Closing.” The Bonds shall be issued under and secured as provided in the Bond Resolution and the Bonds shall have the maturities and interest rates as set forth therein and on ***Exhibit A*** attached hereto, which also contains a summary of the redemption provisions of the Bonds. The Bonds shall contain such other provisions as are described in the Bond Resolution.

(b) The City acknowledges and agrees that: (1) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm’s-length commercial transaction between the City and the Bank; (2) in connection with such transaction, the Bank is acting solely as a principal and not as an agent or a fiduciary of the City; (3) the Bank has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not the Bank, or any affiliate of the Bank, has advised or is currently advising the City on other matters) or any other obligation to the City except with respect to the obligations expressly set forth in this Bond Purchase Agreement; and (4) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

(c) Payment of the Purchase Price for the Bonds shall be made by federal wire transfer in immediately available federal funds, payable to the order of a financial institution to be designated by the City for the account of the City on or before the Closing Time on the Closing Date. Upon such payment, the Bonds shall be delivered and released upon the instructions of the City to the Bank.

(d) The delivery of the Bonds shall be made in definitive form, as fully registered bonds (in such denominations as the Bank shall specify in writing at least 48 hours prior to the Closing Time) duly executed and authenticated; provided, however, that the Bonds may be delivered in temporary form. The Bonds shall be available for examination and packaging by the Bank at least 24 hours prior to the Closing Time.

SECTION 2. ESTABLISHMENT OF ISSUE PRICE

The Bank agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at the Closing Time an “issue price” or similar certificate to accurately reflect, as applicable, the sales price of the Bonds, in substantially the form attached hereto at *Exhibit C*. The Bank is not acting as an Underwriter with respect to the Bonds. The Bank has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Bank has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds, and the Bank has not agreed with the City pursuant to a written agreement to sell the Bonds to persons other than the Bank or a related party to the Bank. The term “Related Party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly. The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

SECTION 3. NO OFFICIAL STATEMENT

No official statement or other offering document has been prepared in connection with the sale of the Bonds.

SECTION 4. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE PURCHASER

By the execution hereof the Bank hereby represents, warrants and agrees with the City that as of the date hereof and at the Closing Time:

(a) Bank is a national banking association organized and existing under the laws of the United States of America with its principal corporate offices located in Cincinnati, Ohio, and, pursuant to all necessary corporate action, is authorized to purchase the Bonds and to execute and perform this Bond Purchase Agreement.

(b) Bank is knowledgeable and experienced in financial and business matters and is capable of evaluating investment merit and risks associated with its purchase of the Bonds. The Bank has been furnished and has reviewed the provisions of the Bond Resolution relating to the authorization of and security for payment of the Bonds. Prior to the execution hereof Bank also obtained and examined such financial records and information necessary in order to enable itself to fully evaluate the terms and

provisions of the Bonds and of the Bond Resolution authorizing their issuance and providing for the payment thereof and the financial and investment merits and risks associated with the purchase of the Bonds. On the basis of such information materials and Bank's investigation, Bank has made the decision to purchase the Bonds and has not relied upon any representations of the City or any of its officers or employees with respect to the Bonds.

(c) Bank is purchasing the Bonds for its own account and not with a view to the sale, redistribution or other disposition thereof in the ordinary course of business in a transaction not amounting to a public offering as contemplated by Section 4(2) of the Securities Act of 1933, as amended (the "1933 Act"). Bank acknowledges that the Bonds will not be registered under the 1933 Act or any applicable state securities law, and that the Bonds will only be transferable as set forth in the Bond Resolution.

SECTION 5. CITY'S REPRESENTATIONS AND WARRANTIES

By the City's acceptance hereof the City hereby represents and warrants to, and agrees with, the Bank that as of the date hereof and at the Closing Time:

(a) The City is a municipal corporation duly organized under the laws of the State of Kansas (the "State").

(b) The City has complied with all provisions of the Constitution and laws of the State and has full power and authority to consummate all transactions contemplated by the Bond Resolution and this Bond Purchase Agreement, and all other agreements relating thereto.

(c) The City has duly authorized by all necessary action to be taken by the City: (1) the adoption and performance of the Bond Resolution; (2) the execution, delivery and performance of this Bond Purchase Agreement; (3) the execution and performance of any and all such other agreements and documents as may be required to be executed, delivered and performed by the City in order to carry out, give effect to and consummate the transactions contemplated by the Bond Resolution and this Bond Purchase Agreement; and (4) the carrying out, giving effect to and consummation of the transactions contemplated by the Bond Resolution and this Bond Purchase Agreement. Executed counterparts of the Bond Resolution and all such other agreements and documents specified herein will be made available to the Bank by the City at the Closing Time.

(d) The Bond Resolution and this Bond Purchase Agreement, when executed and delivered by the City, will be the legal, valid and binding obligations of the City enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the City and further subject to the availability of equitable remedies.

(e) The Bonds have been duly authorized by the City, and when issued, delivered and paid for as provided for herein and in the Bond Resolution, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding general obligations of the City enforceable in accordance with their terms and entitled to the benefits and security of the Bond Resolution (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the City and further subject to the availability of equitable remedies). The Bonds are general obligations of the City, payable as to both principal and interest, if necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City.

(f) The execution and delivery of the Bond Resolution, this Bond Purchase Agreement and the Bonds, and compliance with the provisions thereof, will not conflict with or constitute on the part of the City a violation or breach of, or a default under, any existing law, regulation, court or administrative decree or order, or any agreement, ordinance, resolution, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.

(g) The City is not, or with the giving of notice or lapse of time or both would not be, in violation of or in default under its organizational documents or any indenture, mortgage, deed of trust, loan agreement, bonds or other agreement or instrument to which the City is a party or by which it is or may be bound, except for violations and defaults which individually and in the aggregate are not material to the City and will not be material to the beneficial owners of the Bonds. As of the Closing Time, no event will have occurred and be continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under the Bond Resolution or the Bonds.

(h) The financial statements of the City presented to the Bank, except as noted therein, present fairly and accurately the financial condition of the City as of the dates indicated and the results of its operations for the periods specified, and such financial statements are prepared in conformity with generally accepted accounting principles consistently applied in all material respects for the periods involved. The City has not, since the date of such financial statements, incurred any material liabilities and there has been no material adverse change in the condition of the City, financial or otherwise, other than as set forth in such financial statements.

Any certificate signed by any of the authorized officials of the City and delivered to the Bank in connection with the Closing shall be deemed a representation and warranty by the City to the Bank as to the statements made therein.

SECTION 6. COVENANTS AND AGREEMENTS OF THE CITY

The City covenants and agrees with the Bank for the time period specified, and if no period is specified, for so long as any of the Bonds remain Outstanding, as follows:

(a) The proceeds of the Bonds will be used as provided in the Bond Resolution in accordance with the laws of the State.

(b) The proceeds of the Bonds shall not be used in a manner which would jeopardize the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(c) In the event of the City's failure to pay the principal of or interest on the Bonds when due, the City shall, to the extent permitted by State law, reimburse the Bank for reasonable costs incurred for enforcement or collection of the Bonds, subject to a limit of \$10,000.

(d) The City shall, to the extent permitted by State law, indemnify the Bank for damages arising from detrimental reliance on material misstatements or misrepresentations of the City relating to the Bonds, subject to a limit of \$100,000.

(e) The City, to the extent permitted by State law, hereby waives its right to a jury trial in any legal proceeding arising out of or relating to this Agreement, the Bonds or the transactions contemplated herein.

(f) The City shall provide the Bank, or provide notification of such repository where the Bank may reasonably obtain, the City's annual audited financial statements within 30 days of publication.

(g) The City shall provide the Bank with a copy of the City's final budget upon request, which request shall in no case be prior to 45 days after the end of the prior fiscal year.

(h) The City shall provide all information required for the Bank to comply with the USA PATRIOT Act of 2001, Public Law 107-56, upon request.

SECTION 7. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Bank's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the City's representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) The Bond Resolution and the Bonds shall have been duly authorized, executed and delivered in the form heretofore approved by the Bank with only such changes therein as shall be mutually agreed upon by the City and the Bank.

(b) At the Closing Time, the Bank shall receive:

(1) An opinion dated as of the Closing Date, of Gilmore & Bell, P.C. ("Bond Counsel"), substantially in the form attached hereto as ***Exhibit B***.

(2) A certificate of the City, satisfactory in form and substance to the Bank, dated as of the Closing Date, to the effect that: (A) since the date of the financial statements provided to the Bank, there has not been any material adverse change in the business, properties, financial condition or results of operations of the City, whether or not arising from transactions in the ordinary course of business, from that set forth in such financial statements, and except in the ordinary course of business or as set forth in such financial statements, the City has not incurred any material liability; (B) there is no action, suit, proceeding or, to the knowledge of the City, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the knowledge of the City, threatened against or affecting the City, its officers or its property or, to the best of the knowledge of the City, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the City, the transactions contemplated hereby or by the Bond Resolution, the validity or enforceability of the Bonds or the Bond Purchase Agreement, or the levy and collection of ad valorem taxation in amounts necessary to provide for payment of the principal of and interest on the Bonds which are not disclosed herein or in such financial statements; (C) the City has duly authorized, by all necessary action, the execution, delivery and due performance by the City of this Bond Purchase Agreement; and (D) the representations and warranties of the City set forth in this Bond Purchase Agreement were accurate and complete as of the date hereof and are accurate and complete as of the Closing Time.

(3) Such additional certificates, legal and other documents, listed on a closing agenda to be approved by Bond Counsel and counsel to the Bank, as the Bank may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Bond Resolution, or as Bond Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Bank.

Subsequent to Closing, the Bank shall receive a complete Transcript of the Proceedings relating to the issuance of the Bonds consisting of original ink-signed documents, which shall specifically include each of the foregoing documents.

SECTION 8. CONDITIONS TO THE CITY'S OBLIGATIONS

The obligations of the City hereunder are subject to the Bank's performance of its obligations hereunder.

SECTION 9. THE PURCHASER'S RIGHT TO CANCEL

The Bank shall have the right to cancel the obligation hereunder to purchase the Bonds (such cancellation shall not constitute a default for purposes of *Section 1* hereof) by notifying the City in writing or by facsimile of its election to make such cancellation prior to the Closing Time, if at any time after the execution of this Bond Purchase Agreement and prior to the Closing Time, the market price or marketability of the Bonds, or the ability of the Bank to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(a) A committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body or upon interest received on obligations of the general character of the Bonds, or the Bonds.

(b) A tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the IRS shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the City or by any similar body or upon interest received on obligations of the general character of the Bonds, or the Bonds.

(c) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or litigation challenging the law under which the Bonds are to be issued shall be filed in any court in the State.

(d) A stop order, ruling, regulation or official statement by, or on behalf of, the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby, is in violation or would be in violation of any provision of the 1933 Act, the Securities Exchange Act of 1934, as amended (the "1934 Act") or the Trust Indenture Act of 1939, as amended.

(e) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act.

(f) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Bank.

(h) Any general banking moratorium shall have been established by federal, New York or State authorities.

(i) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state.

(j) Any proceeding shall be pending or threatened by the SEC against the City.

(k) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred.

(l) A default by or a moratorium initiated by the United States in respect to payment of any direct obligation of, or obligation the principal of and interest on which is fully and unconditionally guaranteed as to full and timely payment by, the United States of America.

SECTION 10. PAYMENT OF EXPENSES

(a) Whether or not the Bonds are sold by the City to the Bank (unless such sale be prevented at the Closing Time by the Bank's default), the Bank, unless otherwise contracted for, shall be under no obligation to pay any expenses incident to the performance of the obligations of the City hereunder; nor shall the City, unless otherwise contracted for, be under any obligation to pay any expenses incident to the performance of the obligations of the Bank hereunder (unless such sale be prevented at the Closing Time by the City's default).

(b) If the Bonds are sold by the City to the Bank, except as hereinafter set forth, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds shall be paid by the City out of the proceeds of the Bonds or other City funds. Such expenses and costs shall include, but not be limited to: (1) the fees and disbursements of Bond Counsel; (2) the fees and disbursements of the City's legal counsel; (3) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, this Bond Purchase Agreement and all other agreements and documents contemplated hereby; (4) fees of the Bond Registrar and Paying Agent designated by the City pursuant to the Bond Resolution; (5) all costs and expenses of the City relating to the issuance of the Bonds; and (6) Bank counsel fees not to exceed \$1,500 and out-of-pocket fees of the Bank not to exceed \$500. The Bank shall be responsible for payment of the costs of qualifying the Bonds for sale in the various states chosen by the Bank, all advertising expenses in connection with the offering of the Bonds, the fees and disbursements of the Bank's legal counsel and all other expenses incurred by the Bank in connection with the offering, sale and distribution of the Bonds, if any.

SECTION 11. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in the manner set forth in the Bond Resolution, as follows:

- (a) If to the City at:

City of Edgerton, Kansas
PO Box 225
Edgerton, Kansas 66021
Attn: Karen Kindle, Finance Director

- (b) If to the Bank at:

U.S. Bank National Association
425 Walnut Street
Cincinnati, Ohio 45202
Attn: Cameron Parker

SECTION 12. MISCELLANEOUS

(a) This Bond Purchase Agreement shall be binding upon the Bank, the City, and their respective successors. This Bond Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the City contained in this Bond Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Bank (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act). Nothing in this Bond Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Bond Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the City contained herein shall remain in full force and effect, regardless of: (1) any investigation made by or on behalf of the Bank, (2) delivery of and payment for the Bonds; or (3) any termination of this Bond Purchase Agreement.

(b) For purposes of this Bond Purchase Agreement, “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.

(c) This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

(d) This Bond Purchase Agreement may be executed in one or more counterparts, and if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

(e) This Bond Purchase Agreement may not be assigned by either party without the express written consent of the other party.

SECTION 13. EFFECTIVE DATE

This Bond Purchase Agreement shall become effective upon acceptance hereof by the City.

Upon your acceptance of the offer, this Bond Purchase Agreement will be binding upon the City and the Bank. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Bond Purchase Agreement prior to the date and time specified on page 1 hereof and returning it to the undersigned.

**U.S. BANK NATIONAL ASSOCIATION
CINCINNATI, OHIO**

Date: March __, 2020
Time: ____:____ __.m.

By: _____
Title: _____

Accepted and agreed to as of
the date first above written.

CITY OF EDGERTON, KANSAS

Date: March __, 2020
Time: ____:____ __.m.

By: _____
Donald Roberts, Mayor

ATTEST: (Seal)

By: _____
Chris Clinton, City Clerk

APPROVED AS TO FORM:

By: _____
Lee W. Hendricks, City Attorney

EXHIBIT A

\$3,340,000
CITY OF EDGERTON, KANSAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020A

CALCULATION OF PURCHASE PRICE

Principal Amount	\$3,340,000.00
<i>Total Purchase Price</i>	<i>\$3,340,000.00</i>

MATURITY SCHEDULE

TERM BONDS

<u>Stated</u> <u>Maturity</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual</u> <u>Rate of</u> <u>Interest</u>	<u>Price</u>
2030	\$3,340,000	1.650%	100.00%

(Plus accrued interest to April 9, 2020)

REDEMPTION OF BONDS

Redemption by City.

Optional Redemption. At the option of the City, the Bonds will be subject to redemption and payment prior to maturity on August 1, 2025, 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 City 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 date of redemption.

[Balance of page intentionally left blank]

Mandatory Redemption. The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements hereinafter set forth at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The City shall redeem on August 1 in each year, the following principal amounts of such Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$265,000	2020
285,000	2021
295,000	2022
300,000	2023
305,000	2024
310,000	2025
310,000	2026
310,000	2027
315,000	2028
320,000	2029
325,000	2030*

*Final Maturity

[Balance of page intentionally left blank]

EXHIBIT B

FORM OF BOND COUNSEL OPINION

GILMORE & BELL, P.C.
Attorneys at Law

2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108-2521

[April 9, 2020]

Governing Body
City of Edgerton, Kansas

U.S. Bank National Association
Cincinnati, Ohio

Re: \$3,340,000 General Obligation Refunding Bonds, Series 2020A, of the City of
Edgerton, Kansas, Dated April 9, 2020

We have acted as Bond Counsel in connection with the issuance by the City of Edgerton, Kansas (the “City”), of the above-captioned bonds (the “Bonds”). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolution adopted by the governing body of the City prescribing the details of the Bonds.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered by the City and are valid and legally binding general obligations of the City.

2. The Bonds are payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements 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 City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The City is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

3. The interest on the Bonds is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the City complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds are “qualified tax-exempt obligations” within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

4. The interest on the Bonds is exempt from income taxation by the State of Kansas.

We express no opinion regarding the accuracy, completeness or sufficiency of any offering material or other financial information relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Gilmore & Bell, P.C.

EXHIBIT C

PURCHASER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

\$3,340,000
CITY OF EDGERTON, KANSAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020A

The undersigned, on behalf of U.S. Bank National Association, Cincinnati, Ohio (the "Bank"), as the purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the City of Edgerton, Kansas (the "City"), certifies and represents as follows:

1. Receipt for Bonds. The Bank acknowledges receipt on the date hereof of all of the Bonds, consisting of fully registered Bonds in authorized denominations in a form acceptable to the Bank.

2. Issue Price.

(a) *Purchase Price.* On the date of this Certificate, the Bank is purchasing the Bonds for the amount of \$3,340,000. The Bank is not acting as an Underwriter with respect to the Bonds. The Bank has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Bank has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds, and the Bank has not agreed with the City pursuant to a written agreement to sell the Bonds to persons other than the Bank or a Related Party to the Bank.

(b) *Defined Terms.*

(i) The term "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

(ii) The term "Related Party" is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iii) The term "Underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this Certificate represents the Bank's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the certifications contained herein will be relied upon by the City in executing and delivering the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gilmore & Bell, P.C., Bond Counsel to the City, in rendering its opinion relating

to the exclusion from federal gross income of the interest on the Bonds and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

Dated: April 9, 2020

**U.S. BANK NATIONAL ASSOCIATION
CINCINNATI, OHIO**

By: _____

Title: _____

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: March 26, 2020

Agenda Item: Resolution of Intent

Subject: Industrial Revenue Bonds for On The Go Travel Plaza

Notice of Intent Published: March 18, 2020
(Notice of Resolution of Intent Only – No Hearing Required)

Summary:

The City has received an application for the issuance of industrial revenue bonds from My Store III Inc., a Kansas corporation, for the construction and equipping of a truck stop, restaurants and related uses. The truck stop will be located on approximately 12 acres of land east of Homestead Lane and north of Interstate 35 in Edgerton, Kansas. The developer is requesting that the bonds be issued so that the project is eligible for a sales tax exemption certificate to be used for construction materials and personal property. The City will not require an origination fee for issuing the industrial revenue bonds.

The project is not eligible for property tax abatement. No ad valorem property tax abatement will be granted for this project at any time.

A public hearing is not required for this project. KSA 12-1744e does require that the City publish notice of its intent to adopt a resolution of intent for the project because the project will be used for retail purposes.

RESOLUTION NO. 03-26-20B

A RESOLUTION DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE MAXIMUM AMOUNT OF \$10,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A TRUCK STOP, RESTAURANTS AND RELATED USES FOR THE BENEFIT OF MY STORE III INC.

WHEREAS, the City of Edgerton, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and to further promote, stimulate and develop the general welfare and economic prosperity of the state of Kansas; and

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease or sublease such facilities to private persons or entities; and

WHEREAS, My Store III Inc., a Kansas corporation (the “Company”), has requested the City to issue its industrial revenue bonds in the maximum principal amount of \$10,000,000 (the “Bonds”), for the purpose of financing the cost of acquiring, constructing and equipping a truck stop, truck maintenance facility, truck wash and in-store and stand-alone restaurant space, all to be located on approximately 12 acres of land east of Homestead Lane and north of Interstate 35 in Edgerton, Kansas (the “Project”), and to sublease the Project to the Company all pursuant to the Act; and

WHEREAS, it is found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City issue the Bonds pursuant to the Act, such Bonds to be payable solely out of rentals, revenues and receipts derived from the sublease of the Project by the City to the Company, or its successors or assigns, as lessee; and

WHEREAS, the City will not grant an exemption from ad valorem taxes for the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Approval of Project. The Governing Body of the City finds and determines that the acquisition, construction and equipping of the Project will promote, stimulate and develop the general welfare and economic prosperity of the City through the promotion and advancement of commercial development of the City and the issuance of the Bonds to pay such costs will be in furtherance of the public purposes set forth in the Act.

Section 2. Intent to Issue Bonds. The Governing Body of the City determines and declares the intent of the City to assist the Company in completing the Project through the issuance of the

Bonds pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the City will (i) issue its Bonds to pay the costs of acquiring, constructing, improving and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the sublease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement this Resolution.

Section 4. No Ad Valorem Tax Exemption. No exemption from ad valorem taxes shall result from the issuance of the Bonds.

Section 5. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to:

- (i) obtaining any necessary governmental approvals;
- (ii) agreement by the City, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project, including, but not limited to, provisions relating to the security for the payment of the Bonds and provisions relating to the maintenance of the Project; and
- (iii) compliance with the Act relating to the issuance of industrial revenue bonds.

Section 6. Sale of the Bonds/Authority to Proceed. The sale of the Bonds shall be the responsibility of the Company, but arrangements for the sale of the Bonds shall be subject to the City's approval. The Company is authorized to proceed with the acquisition and completion of the Project (provided all other City approvals and permits have been obtained) and to advance such funds as may be necessary to accomplish such purposes, and to the extent permitted by law, the City shall reimburse the Company for such expenditures out of the proceeds of the Bonds, when and if issued. Notwithstanding such authorization, the Company proceeds at its own risk and if for any reason, the Bonds are not issued, the City shall have no liability to the Company for any reason. The Act provides that the City may only issue the Bonds by adoption of an ordinance authorizing the Bonds and providing for the terms and details of the Bonds. The City has not yet adopted an ordinance. This Resolution only evidences the intent of the current Governing Body to issue Bonds for the Project. Nothing herein shall be construed as a guaranty by the City that the Bonds will be issued.

Section 7. Assignment. The Company may, without the consent of the City but with advance written notice to the City, assign all or a portion of its interest in this Resolution to any Affiliated Entity or, with the prior written consent of the City, to another entity, provided such assignee intends to acquire, equip and construct the Project. For the purposes of this Resolution, "Affiliated Entity" means any entity or person directly or indirectly controlling or controlled by or under direct or

indirect common control with the Company. "Control," when used with respect to a particular entity or person, means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of such entity whether through the ownership of voting stock, by contract or otherwise. The Company may assign all or a portion of its interest in this Resolution to any party that is not an Affiliated Entity only with the consent of the City.

Section 8. Limited Obligations of the City. The Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the rents, revenues and receipts of the City derived from the sublease of the Project to the Company. The Bonds shall not constitute a general obligation of the City, the State of Kansas or any other political subdivision thereof, shall not constitute a pledge of the full faith and credit of the City, the State of Kansas or any other political subdivision thereof and shall not be payable in any manner by taxation.

Section 9. Origination Fee. The City will not charge an origination fee for the issuance of the Bonds.

Section 10. Further Action. SA Legal Advisors LC, Bond Counsel for the City, and officers and employees of the City, are authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 11. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED March 26, 2020.

CITY OF EDGERTON, KANSAS

(Seal)

Mayor

ATTEST:

City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

City Council Action Item

Council Meeting Date: March 26, 2020

Department: Administration

Agenda Item: Consider Relocation Costs Agreement

Background/Description of Item:

In 2020, the City of Edgerton will begin construction of the 207th Street Grade Separation Project. The Project requires acquisition of property, rights-of-way and easements from several property owners near the 207th Street and Co-op Road intersection. For properties that the City obtains title to the property as a result of eminent domain proceedings, the City is obligated to provide property owners fair and reasonable relocation payments and assistance.

The enclosed agreement provides relocations costs in the amount of \$50,000 to Jarold and Sharon Owens (410 West Braun Street) within 14 days of the signing of the Agreement. In addition, the Agreement provides 60 days for the property owners to vacate the property following the City obtaining ownership.

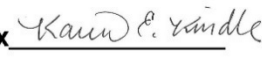
The 207th Street Grade Separation Project (design, construction, inspection, utility relocations, right-of-way acquisition, etc.) is funded entirely from the Public Infrastructure Fund as part of the City's agreements with BNSF Railway and Edgerton Land Holding Company for Logistics Park Kansas City (LPKC). No city general fund dollars will be used for this project.

Related Ordinance(s) or Statue(s): N/A

Funding Source: LPKC Phase I Public Infrastructure Fund

Budget Allocated: \$50,000

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approve a Relocation Costs Agreement

Enclosed: Relocation Costs Agreement

Prepared by: Beth Linn, City Administrator

RELOCATION COSTS AGREEMENT

This Relocation Costs Agreement (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2020, by and between Jarold D. Owens and Sharon S. Owens, (jointly referred to herein as "Landowners"), and the City of Edgerton, Kansas, hereinafter referred to as "City" or "the City".

WITNESSETH:

WHEREAS, the City previously made a determination that eminent domain proceedings were necessary to obtain ownership of multiple tracts of property (herein referred to as "Property") owned by Landowners in the City of Edgerton, Johnson County, Kansas; and

WHEREAS, the Property is located in Section 7, Township 15, Range 22 in Johnson County, Kansas; and

WHEREAS, the project pursuant to which the City wishes to obtain ownership of the Property, does not involve state or federal funding; and

WHEREAS, the City filed a Verified Petition for Eminent Domain Proceeding, pursuant to K.S.A. 26-501, et seq. in Johnson County District Court Case No. 20CV1358, (hereinafter "the Action"), now pending in Johnson County District Court in which it is seeking to obtain ownership of the Property; and

WHEREAS, the provisions of K.S.A. 58-3508 et seq. (hereinafter "the Statutes") provide that if the City obtains title to the Property as a result of the proceedings in the Action, the City is obligated to provide Landowners "fair and reasonable relocation payments and assistance" (hereinafter "the Payment"); and

WHEREAS, pursuant to the provisions of the Statutes, the Landowners and the City wish to set forth their agreement as to the amount of the Payment, the timing of payment thereof and a contingency should the Property not be obtained by the City; and

WHEREAS, Landowners and the City also wish to set forth their agreement as to the date by which Landowners must vacate the Property if and when title to the Property transfers to the City as a result of proceedings in the Action, as a result of actions taken by the City pursuant to eminent domain statutes applicable to the obtaining of title to property or acquisition of the property through any other manner agreed upon by the Parties.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. Landowners and the City agree that the City will pay to the Landowners the sum of \$50,000.00 (fifty thousand dollars) within fourteen (14) days of the signing of this Agreement. Landowners and the City agree that payment of such amount within such time

period constitutes "fair and reasonable relocation payments and assistance" pursuant to the provisions of K.S.A. 58-3508 (a) (3).

2. Should the City fail to receive title to the Property for any reason whatsoever, following notice from the City, Landowners agree to return any and all funds paid by the City which have not been used to date toward legitimate relocation expenses.
3. Landowners and the City agree that if and when the City obtains ownership of the Property as a result of the proceedings in the Action, or through any other manner agreed upon by Landowners and the City, Landowners will completely and totally vacate the Property by a date no later than 60 days after the City obtains such ownership.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective this _____ day of _____, 2020.

"Landowners"


Jarold D. Owens


Sharon S. Owens

"City"

City of Edgerton, Kansas

By: _____
Donald Roberts, Mayor

Attest:

Chris Clinton, City Clerk

City Council Action Item

Council Meeting Date: March 23, 2020

Department: Public Works

Agenda Item: Consider The Proposal With Midland Wrecking For The Demolition Of Structures At 36790 West 207th Street

Background/Description of Item:

At the January 11, 2018 City Council Meeting, the Council approved the Preliminary Design Agreement with HDR for design services for the 207th Street Grade Separation Project. At the City Council Meeting on February 14, 2019, City Council approved the "Off-Alignment" bridge design. The "Off-Alignment" design required the City of Edgerton to purchase the property at 36790 West 207th Street Edgerton, KS 66021.

The City of Edgerton purchased the property at 36790 West 207th Street Edgerton, KS 66021 on March 2, 2020. At the transfer of ownership staff toured the property and identified several public safety hazards that include electrical wiring issues from the service connection to the house, dangerous structures (both the barn and house) and a significant amount of trash/debris throughout the property. These structures have to be removed as part of the 207th Street Grade Separation Project, as per the "Off-Alignment" design selected by City Council. Staff recommends the structures be demolished and all debris removed now to mitigate any safety hazards.

In compliance with the City's purchasing policy, staff solicited bids from five companies for the demolition of the property. The City received two bids reflected in the enclosed requisition form. The apparent low bidder is Midland Wrecking at \$19,437. A summary of the apparent low bid and services include are below.

Residential house removal: \$11,195

- remove residential house and debris surrounding house
- no driveway removal
- remove all concrete
- leave natural stone in basement
- no import of any fill
- do asbestos inspection only (no removal if any)
- do state notification
- no disconnect of any utilities (owner to provide)
- secure demolition permit
- all debris to go to certified landfill, provide proof
- seed and straw disturbed area

Barn removal: \$6,360

- remove barn and debris surrounding barn

Trailer home removal: \$1,882

- remove trailer home and debris surrounding trailer home

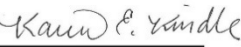
Staff recommends the City Council approve the proposal with Midland Wrecking for the demolition of structures at 36790 West 207th Street.

Related Ordinance(s) or Statue(s):

Funding Source: LPKC Phase I Public Infrastructure Fund

Budget Allocated: \$15,000,000

Finance Director Approval:

x 
Karen Kindle, Finance Director

<p>Recommendation: Approve The Proposal With Midland Wrecking For The Demolition Of Structures At 36790 West 207th Street</p>

Enclosed: Requisition form
Bids received

Prepared by: Dan Merkh, Public Works Director

Item requested:

Date: _____

Describe need for requested item:

Describe bid process and attach documentation:

NAME / DESCRIPTION	UNIT COST	TOTAL COST	RECOMMEND	NOTES
	\$	\$	<input type="checkbox"/>	
	\$	\$	<input type="checkbox"/>	
	\$	\$	<input type="checkbox"/>	
	\$	\$	<input type="checkbox"/>	
	\$	\$	<input type="checkbox"/>	

Requested by: _____ Date: _____

Account Number: 94-70-8039 *Karen E. Randle* Budget Available: ☒ \$15,000,000

Department Head Approval: _____ Date: _____

City Administrator Approval (\$15,000): _____ Date: _____

City Council Approval (> \$15,000): _____ Date: _____

**DENTON EXCAVATING dba
MIDLAND WRECKING
P.O. BOX 14906, LENEXA, KS 66285
(913) 432-0314 phone (913) 432-6021 fax
Jaimo217@msn.com**

March 6, 2020

Phone: 913-381-9628

Attn: Trey Whitaker – City of Edgerton

Email: twhitaker@edgertonks.org

Job Location: 36790 W 207th Street Edgerton, KS 66021

We propose and agree to finish all labor, material, equipment, and insurance necessary to complete subject work, in accordance with the following:

*****RESIDENTIAL HOUSE REMOVAL:**

- REMOVE RESIDENTIAL HOUSE AND DEBRIS SURROUNDING HOUSE
- NO DRIVEWAY REMOVAL
- REMOVE ALL CONCRETE
- LEAVE NATURAL STONE IN BASEMENT
- NO IMPORT OF ANY FILL
- DO ASBESTOS INSPECTION ONLY (NO REMOVAL IF ANY)
- DO STATE NOTIFICATION
- NO DISCONNECT OF ANY UTILITIES (OWNER TO PROVIDE)
- SECURE DEMOLITION PERMIT
- ALL DEBRIS TO GO TO CERTIFIED LANDFILL, PROVIDE PROOF
- SEED AND STRAW DISTURBED AREA

FOR THE SUM OF: \$11,195

*****BARN REMOVAL:**

- REMOVE BARN AND DEBRIS SURROUNDING BARN

FOR THE SUM OF: \$6,360

*****TRAILER HOME REMOVAL:**

- REMOVE TRAILER HOME AND DEBRIS SURROUNDING TRAILER HOME

FOR THE SUM OF: \$1,882

******GRAND TOTAL FOR ALL REMOVAL: \$19,437**

EXCLUSIONS:

- NO ASBESTOS OR HAZARDOUS WASTE REMOVAL
- NO UTILITY DISCONNECTS (OWNER TO PROVIDE)
- NO TREE REMOVAL
- NO IMPORT OF ANY FILL DIRT
- NO MAINTENANCE SEED OR STRAW

NOTE: PAYMENT DUE UPON COMPLETION AFTER FINAL INSPECTION.

This proposal is limited to thirty days acceptance from date hereof.

This proposal excludes any natural rock encountered.

This proposal excludes handling of any hazardous materials.

Any and all salvage materials recovered will become property of Denton Excavating, Inc dba Midland Wrecking.

The Company shall not be responsible for damage or delay due to strikes, fires, accidents or other causes beyond its reasonable control. The Company carries Workmen's Compensation and Public Liability Insurance, but does not assume risks of any other character under this contract.

After acceptance by the Owner in the space below, this contract shall be binding either upon approval by an officer of the Company or upon commencement of the work by the Company and shall constitute the entire agreement between the Company and the Owner. No oral terms or representations shall be considered a part of the agreement.

Accepted By: _____
SIGNATURE

**Denton Excavating, Inc.
dba Midland Wrecking**

Accepted By: _____
PRINT NAME

By: Wylie Denton

Date Signed: _____

Date: 2/12/2020



EXCAVATING & GRADING

Max Rieke & Brothers, Inc.

P. 913.631.7111 • F. 913.631.0484

www.MaxRieke.com • MRB@MaxRieke.com

March 17, 2020

Re: 36790 west 207th street

Max Rieke & Brothers (MRB) proposes to perform the following scope of work for the 36790 west 207th street

-Scope-

- Demo house and barn
- Brush to remain on site
- Haul all wood and trash off site to a dump
- Bury all rock foundation and rock walls
- We can do the job by the hour or a lump sum
- Same hourly price as JCPR

Lump Sum- \$31,560.00

Our proposals exclude the following items of work:

- Utilities- Disconnect
- Bonds
- Seed or sod

MRB's proposal is valid for 30 calendar days.

MRB would like to thank you for the opportunity to provide this proposal. Please contact us if you have any questions.

Sincerely,

Max Rieke & Brothers

Todd Donaldson