

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
September 10, 2020  
7:00 P.M.**

Executive Order 20-52 issued by Governor Kelly requires any person in Kansas to cover their mouth and nose with a mask or other face covering when they are in inside any public space such as City Hall. Executive Order 20-52 includes a number of exemptions, including children 5 and younger and those with medical conditions that prevent mask use. The entire executive order may be found here: <https://governor.kansas.gov/executive-order-no-20-52/>

**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 August 27, 2020 Regular City Council Meeting
5. Approve Renewing Jeremy Little and Charlie Crooks appointment to the Edgerton Planning Commission, each for a three-year term expiring in September 2023.
6. Approve the Final Acceptance of Phase I of the South I-35 Gravity Sewer
7. Approve the Final Acceptance of Phase II of the South I-35 Gravity Sewer
8. Approve the Concurrence to Bid the 1<sup>st</sup> Street and Meriwood Lane Stormwater Repair Project
9. Approve the Resolution 09-10-20C Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas

**Regular Agenda**

10. **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.
11. **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.

**Business Requiring Action**

12. **CONSIDER EAGLE SCOUT PROJECT PLAN FROM ZACHARY NORSBY FOR RESTORATION OF THE EDGERTON COMMUNITY MUSEUM PORCH INCLUDING A \$325.00 FUNDING REQUEST**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

13. **CONSIDER RESOLUTION 09-10-20A AUTHORIZING THE IMPROVEMENT OR RE-IMPROVEMENT OF A MAIN TRAFFICWAY WITHIN THE CITY OF EDGERTON, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

14. **CONSIDER APPROVING RESOLUTION 09-10-20B AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, 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 NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

15. **CONSIDER THE PURCHASE OF A SEAL MASTER TR-125 DA CRACK SEALING MACHINE FROM SEAL MASTER OF KANSAS CITY**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

16. **CONSIDER THE PURCHASE OF A MACK GRANITE 64FR (TANDEM AXLE DUMP TRUCK) TO BE PURCHASED FROM WESTFALL GMC TRUCK (MACK) AND THE CORRESPONDING EQUIPMENT UPFIT FROM AMERICAN EQUIPMENT**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

17. **CONSIDER THE PURCHASE OF A CATERPILLAR 926 WHEEL LOADER, TO BE PURCHASED FROM FOLEY EQUIPMENT**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

18. **CONSIDER APPROVING AN AGREEMENT WITH VARNEY & ASSOCIATES, CPAS, LLC TO PREPARE THE CITY'S FINANCIAL AUDIT FOR FISCAL YEAR 2020**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

19. **CONSIDER APPROVING THE WATER CONSERVATION PLAN**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

20. **CONSIDER APPROVING RESOLUTION NO. 09-10-20D APPROVING THE WATER EMERGENCY PLAN FOR THE CITY OF EDGERTON, KANSAS, AND AUTHORIZING THE CITY ADMINISTRATOR TO IMPLEMENT SAID PLAN AS NEEDED**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**21. Report By The City Administrator**

- Quarterly Report from the Johnson County Sheriff's Office

**22. Report By the Mayor**

**23. Future Meeting Reminders:**

- September 8<sup>th</sup>: Planning Commission Meeting – 7:00 PM
- September 10<sup>th</sup>: City Council Meeting – 7:00 PM
- September 24<sup>th</sup>: City Council Meeting – 7:00 PM
- September 24<sup>th</sup>: City Council Work Session Regarding All-Terrain Vehicles
- October 8<sup>th</sup>: City Council Meeting – 7:00 PM
- October 8<sup>th</sup>: City Council Work Session Regarding CIP
- October 13<sup>th</sup>: Planning Commission Meeting – 7:00 PM
- October 22<sup>nd</sup>: City Council Meeting – 7:00 PM
- October 22<sup>nd</sup>: City Council Work Session Regarding Code Enforcement

**24. 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 CONTRACT NEGOTIATIONS**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**25. 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, PUBLIC WORKS DIRECTOR, AND CITY ADMINISTRATOR FOR THE PURPOSES OF PENDING LITIGATION**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**26. Adjourn** Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**EVENTS**

September 12<sup>th</sup>: Cops and Bobbers at Edgerton Lake – 9 AM to Noon

September 16<sup>th</sup>: Senior Lunch and BINGO at New City Church

September 22<sup>nd</sup>: Municipal Court

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**August 27, 2020**

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on August 27, 2020. The meeting convened at 7:00 PM with Mayor Roberts presiding.

**1. ROLL CALL**

Ron Conus	present
Clay Longanecker	present
Josh Lewis	absent
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 Director Dan Merkh
- Public Works Superintendent Trey Whitaker
- Marketing and Communications Manager Kara Banks
- Accountant Justin Vermillion

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

4. Approve Minutes for August 13, 2020 Regular City Council Meeting
5. Approve Application FP2020-02, Final Plat for Block 11, Lots 1-5, located at 321 E Martin Street, Edgerton, Kansas

Councilmember Longanecker motioned to approve the Consent Agenda, motion seconded by Councilmember Smith. The Consent Agenda was approved, 4-0.

**REGULAR AGENDA**

**6. Public Comments**

- There were no public comments made at this time.
- Mr. Dan Merkh, Public Works Director, addressed the Council. He introduced a new hire to the Public Works Department. Mr. Mario Perez was recently hired as a Maintenance



Worker I. Mr. Merkh stated Mr. Perez currently resides in Edgerton. Mr. Perez spoke to the Council as he introduced himself. He stated he has lived in Edgerton for four (4) months and joined the public works crew because he thought his mechanical expertise would help the team. He said he loves working on cars and anything with wheels. Mayor Roberts inquired what Mr. Perez has experienced in his short time as a resident of Edgerton. Mr. Perez replied all of his neighbors have been welcoming and nice. Mr. Merkh stated another new employee has joined the Parks Maintenance team and will be introduced next Council meeting. He said he is happy to be close to full staff again. Mayor Roberts asked when the last time was that public works was fully staffed. Mr. Merkh replied it has been at least six (6) months.

## **7. Declarations**

- There were no declarations made by any of the Councilmembers.

### **WALK ON ITEM: CONSIDER RESOLUTION NO. 08-27-20C APPROVING THE MAYORAL APPOINTMENTS FOR THE CITY TREASURER, CITY ATTORNEY/CITY PROSECUTOR, AND MUNICIPAL JUDGE, AND DESIGNATION OF THE OFFICIAL CITY NEWSPAPER FOR THE CITY OF EDGERTON, KANSAS**

Ms. Beth Linn, City Administrator, stated Chapter 1, Article 3, Section 1-301 of the Edgerton Municipal Code states that at the first regular meeting in May of each year the Mayor, by and with the consent of the council, shall appoint a City Treasurer, and may appoint a City Attorney, Municipal Judge, and such other officers as may be deemed necessary for the best interest of the City. She explained the draft Resolution No. 08-27-20C includes the appointment of a new Municipal Judge, Mr. Nathan Sutton. Mr. Sutton currently serves as City Prosecutor for both the City of Spring Hill and the City of Louisburg. This appointment is the only change to the municipal appointments since last approved by the City Council in May.

Mayor Robert said Judge Karen Torline has served the community well, but Mr. Sutton has worked in smaller jurisdictions and could help push Edgerton forward. Councilmember Longanecker motioned to approve Resolution No. 08-27-20C approving mayoral appointments of the City Treasurer, City Attorney/City Prosecutor, and Municipal Judge, and designation of the Official City Newspaper for the City of Edgerton, Kansas. Councilmember Beem seconded the motion. Resolution No. 08-27-20C was approved, 4-0.

### **WALK ON ITEM: CONSIDER ORDINANCE NO. 2046 AMENDING CHAPTER IX, ARTICLE 1, SECTION 9-107 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS TO REFLECT A REVISED DATE AND START TIME FOR MUNICIPAL COURT AND REPEALING ALL ORDINANCE OR PARTS OF ORDINANCE IN CONFLICT THEREWITH**

Ms. Linn explained Edgerton Municipal Court is currently held the fourth Tuesday each month, with a start time of 5:30 PM. To better accommodate the appointed Municipal Court Judge and City Prosecutor and to reduce overtime for Edgerton staff, City Staff recommends changing the start time for Edgerton Municipal Court from 5:30 PM to 3:00

PM and moving the day court is held to the third Tuesday of the month. She stated the draft ordinance would become effective October 1<sup>st</sup> providing ample time for City Staff to provide notice of the change in date and time to any defendants scheduled for October court. Additionally, earlier this year the Johnson County Sheriff's Office (JCSO) implemented DigiTicket, an electronic ticket system. If the date and time change is approved, any new citation issued would be scheduled on the new date and time through the new electronic ticket system.

Ms. Linn stated the City is averaging fifty (50) each court docket. She said the time change will not affect many people as defendants are showing up at 3:00 PM for 5:30 PM court time. Councilmember Longanecker asked why there so many people on the docket. Mayor Roberts said there are more code cases going to court and the addition of a full-time officer in Edgerton has led to more tickets being issued and people going to court. Mayor Roberts said this does not necessarily mean more crime, just more crime being caught, and residents should be seeing less speeders on the roads.

Councilmember Longanecker motioned to approve Ordinance No. 2046 amending Chapter IX, Article 1, Section 9-107 of the Municipal Code of the City of Edgerton, Kansas to reflect a revised date and start time for Municipal Court and repealing all ordinances or parts of ordinances in conflict therewith. Councilmember Smith seconded the motion. Ordinance No. 2046 was approved, 4-0.

#### **8. CONSIDER THE REQUEST OF WAIVING THE DEVELOPMENT FEES FOR JOHNSON COUNTY FIRE DISTRICT #1**

Ms. Linn addressed the Council. She said on July 20, 2020 the City received a request from Johnson County Fire District #1 (JCFD1) to waive the City of Edgerton Development Fees associated with the construction of a new fire facility at 33364 W. 191<sup>st</sup> Street. This new facility is proposed to include a fire station with bays and a bunkhouse and administrative offices with meeting rooms. A rezoning of the parcel will be heard by the Planning Commission on September 8, 2020.

Ms. Linn stated JCFD1 has indicated that the building will be approximately 27,000 square feet with a building permit valuation of \$8,000,000. The Plat is approximately 486,565 square feet. Final development applications for the project have not been received by City Staff, so the assumptions used are an estimate based upon representations from JCFD1. Ms. Linn said estimated development and building permit fees associated with this project are calculated by using the City's Fee Calculator for Commercial Projects. Additional fees include planning and zoning application fees, land disturbance fees, blasting fees, et cetera. She explained the combined approximate total of development and building permit fees related to this project is approximately \$132,000. Fees will vary some based upon final square footage of both the building and the Final Plat. Final Development applications for the project have not been received by the City to calculate exact fees. Ms. Linn showed the Council the letter submitted by Chief Rob Kirk, a map of the parcel, and the fee calculator.

Chief Dennis Meyers approached the Council. He stated this project was supposed to be at 199<sup>th</sup> Street and Homestead Lane as the developer offered two and a half (2.5) to three (3) acres to JCFD1. The developer has since pulled out after JCFD1 purchased bonds and

drafted the building. He explained JCFD1 then had to find another parcel for their new station. Due to the call load increase in Logistics Park Kansas City (LPKC), JCFD1 wanted a station in the area. The ten and a half (10.5) acres became available at 191<sup>st</sup> Street and Four Corners Road for \$900,000. Chief Meyers said the land and utilities were provided previously with the agreement of the developer, but now JCFD1 has to front those costs. In attempts to save costs, JCFD1 is requesting the Council waive the development fees for the new station. He explained JCFD1 is Edgerton's fire dept and is an extension of the City Staff. JCFD1 would be moving their headquarters to Edgerton. Mr. Meyers said the current station in the residential area of town would not be closed and would still serve the residents of Edgerton. Mr. Meyers said there have been changes in the design.

Mayor Roberts said more land purchased than what was going to be provided and inquired to what the extra land would be used for. Chief Meyers said the proposed station will be on east end of the property and JCFD1 wants to have a training facility on the west end of their property and have a full fire department complex. JCFD1 no longer needs to worry about the noise or type of construction as they are farther away from residential neighbors. He said this parcel is at the right location for JCFD1. The only downside was the cost of land.

Chief Meyers supplied the Council of renderings of the proposed building. He said the design is for the future of the fire department. It is to house eleven (11) people twenty-four (24) hours a day. He said JCFD1 expects LPKC more growth at LPKC so that is why it will always be staffed. There are extra offices for administration as the fire department continues to grow as well. Chief Meyers said they are in the process with City Staff to develop the parcel. The rezoning will be heard at the next Planning Commission meeting and the plats will be applied for shortly.

Councilmember Smith inquired to how much revenue is being lost by the City. Mayor Roberts answered JCFD1 represents the City's residents and is funded by their tax dollars. Councilmember Smith asked if the City would be losing money if they waived the development fees. Mayor Roberts replied the only lost funds are due to staff time and inspections of the work. JCFD1 covers Edgerton and Gardner but the City needs to be a better partner by helping JCFD1. Mayor Roberts said he wants a guarantee that the station stays in the residential part of Edgerton. He has received concerns from the community regarding the possible loss of the station. Councilmember Smith inquired if the estimated fees of \$130,000 was coming out of the City's budget. Ms. Linn replied there will be some costs associated with plan review and inspections so the exact amount could vary but the City is not paying the fees for JCFD1. Mayor Roberts said if it were a commercial development, the developer would have to pay the fees. Councilmember Conus asked if there are upgrades needed to the infrastructure and if the City would be paying for the upgrades. Ms. Linn replied the road has already been improved and JCFD1 is responsible for paying to get utilities to the site, but the utilities are close to the parcel. Chief Meyers said JCFD1 is working on getting utilities to the site but there is no need to run pipe for miles like there would have been at the other location. Mayor Roberts said there would not be an extension of City utilities or cost for the utilities for the City to pay. Mayor Roberts inquired if an interlocal agreement could be drafted to keep the residential station staffed. Chief Rob Kirk said it JCFD1 states it will be staffed, then it will be and agrees to have an interlocal agreement drafted.

Councilmember Longanecker motioned to waive the City's development fees for JCFD1. Councilmember Conus seconded the motion. The development fees were waived for JCFD1, 4-0.

9. **CONSIDER RESOLUTION 08-27-20A PROVIDING FOR A DEADLINE OF SEPTEMBER 28, 2020 TO RESOLVE A DANGEROUS AND UNFIT STRUCTURE EXISTING AT 502 EAST 2<sup>ND</sup> STREET IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS PURSUANT TO CITY OF EDGERTON CITY CODE, CHAPTER IV, ARTICLE 4, SECTION 4-407**

Ms. Katy Crow, Development Services Director, spoke before the Council. She stated on June 25, 2020 the Governing Body approved Resolution No. 06-25-20C providing for a public hearing on August 13, 2020 to discuss a possible dangerous and unfit structure existing at 502 East 2<sup>nd</sup> Street pursuant to Chapter IV, Article 4, Section 4-405 of the Edgerton Municipal Code. Public notice for the public hearing was published in the Gardner News on July 1, 2020 and July 8, 2020. Ms. Crow explained City Staff sent notification via Certified Mail to the property owner, R-7 Capital Funding, on July 1, 2020. The letter was accepted on July 3, 2020. City Staff sent a second notice again via Certified Mail on July 14, 2020 and it was accepted July 18, 2020.

Ms. Crow stated a public hearing regarding this property was held on August 13, 2020. No representative of R-7 Capital Funding, LLC was present at the hearing and the property remains unfit for human habitation and is in violation of City Code. Pursuant to Chapter IV, Article 4, Section 4-407, and hearing no comment from the owner stating otherwise, the Governing Body made the determination that the structure under consideration is dangerous, unsafe or unfit for human use or habitation and a time frame of thirty (30) days for abatement of said conditions was set. Upon conclusion of the public hearing, City Staff was directed to return to council with a resolution outlining the findings of said hearing. She explained the City Attorney prepared Resolution No. 08-27-20A, which requires that the property either be brought into compliance by September 28, 2020 or the City by its agent may demolish and remove the structure. Costs associated with the removal of the structure will be charged against the described property as provided in Chapter IV, Article 4, Section 4-411 and the City Clerk shall certify to the County Clerk the costs of the associated cleanup. The County Clerk shall extend the same on the tax roll so that it shall be collected by the County Treasurer and paid to the City as other City taxes are collected and paid. Ms. Crow stated City Staff has not had any contact with the property owner regarding this property to date.

Councilmember Smith inquired if the current taxes are being paid on the property. Ms. Crow answered all past due taxes has been paid the property owner would have just received a new tax bill. Mayor Roberts said the property was delinquent on taxes many years and changed ownership many times so taxes were not collected. The City has started this process before but due to the change of ownership, it has been made difficult to complete the abatement process. Councilmember Smith asked how the City will be reimbursed for the cost to abate the issues if needed. Ms. Linn replied City Staff certifies the amount for the abatement and ask the County to be put a lien on the property. Mr. Lee Hendricks, City Attorney, stated just because deadline is September 28, 2020 does not mean on September 29, 2020 the City demolishes the building. He said if the property sells before next August,

it would be hard to get the costs reimbursed. The costs can be set as a lien on the property with the Register of Deeds, so it is seen by any transfer of ownership and the City gets the funds back. Mayor Roberts said he would rather see the property owner fix the issue, but with no response from the owner, the City needs to be prepared to take action.

Councilmember Smith motioned to Approve Resolution No. 08-27-20A providing for a deadline of September 28, 2020 to resolve a dangerous and unfit structure existing at 502 East 2<sup>nd</sup> Street in the City of Edgerton, Johnson County, Kansas pursuant to City of Edgerton City Code, Chapter IV, article 4, Section 4-407. Councilmember Longanecker seconded the motion. Resolution No. 08-27-20A was approved, 4-0.

**10. CONSIDER APPROVING RESOLUTION 08-27-20B SETTING A DATE FOR PUBLIC HEARING REGARDING COMMUNITY IMPROVEMENT DISTRICT FOR ON THE GO TRAVEL CENTER**

Mr. Scott Anderson, Bond Council, approached the Council. He stated My Store III Inc. (the Developer) is constructing a truck stop, truck parking, truck maintenance facility, truck wash, and associated infrastructure on 12.162 acres located at the northeast corner of Interstate 35 (I-35) and Homestead Lane. The Developer and the City previously entered into an Amended and Restated Development Agreement to set forth certain agreements with respect to the development. Mr. Anderson said the Amended and Restated Development Agreement provides that the Developer will develop the project and the City will consider various incentives. One (1) of the incentives is a 1% Community Improvement District (CID) sales tax with the proceeds going to the City to reimburse the City for certain public infrastructure improvements. He explained the City can use these funds to pay for the Homestead Lane intersection reconstruction. Mr. Anderson outline the requirements to create a CID. The Developer has submitted the petition requesting the creation of the CID. Mr. Anderson said if the Council desires to proceed with the creation of the CID, the Council is required to adopt a resolution giving notice of a public hearing on the creation of the CID.

Councilmember Longanecker inquired if the CID is for a general obligation bond. Mayor Roberts replied a CID allows the City to capture extra funds from the retail sales in the outlined area of the CID. He explained the agreement allows CID funds to be used only on specific items, and in this agreement, it is infrastructure in the CID. Councilmember Conus requested the projection the CID will generate for the City. Ms. Linn and Mr. Anderson could not remember the projected income the feasibility study listed. Mr. Anderson stated he will have the projections for the public hearing. He estimated the retail sales would be around \$2,000,000 to \$3,000,000 per year, so the City would receive close to \$500,000 over the life of the CID, which is around twenty (20) years. Mayor Roberts stated Councilmember Conus asked a great question and would like the projections for the public hearing. Ms. Linn stated this would be is an additional 1% sales tax in the CID and will not replace the current sales tax rate the City has on retail sales. Mr. Anderson was able to locate the projections. He stated the feasibility study showed two (2) incentives, the Tax Increment Financing (TIF), and the CID. The feasibility study estimated annual sales be close to \$4,000,000 million. This would lead to about \$1,230,000 in CID revenues for the City. Mayor Roberts said new development should be paid by the developer and eventually pay for itself. He explained the City has not used residential tax dollars for any development. This will be a need for Edgerton and LPKC.

Councilmember Beem motioned to approved Resolution No. 08-27-20B providing for notice of a public hearing to consider the establishment of a CID for On the Go Travel Plaza. Councilmember Longanecker seconded the motion. Resolution No. 08-27-20B was approved, 4-0.

**11. CONSIDER ORDINANCE NO. 2045 DESIGNATING HOMESTEAD LANE WITHIN THE CITY OF EDGERTON, KANSAS, AS A MAIN TRAFFICWAY**

Ms. Karen Kindle, Finance Director, addressed the Council. She stated on November 14, 2019, the Council approved a restated and amended development agreement with My Store III, which was amended on May 28, 2020. The agreement included a clause requiring the City to build an intersection at Homestead Lane and West 200<sup>th</sup> Street. The initial cost of the intersection project will be funded from proceeds of the City's general obligation (GO) temporary notes expected to be issued in September 2020, as set forth below. Ms. Kindle explained pursuant to K.S.A 12-685 *et seq.* (the "Main Trafficway Act"), authorizing the issuance of GO notes or bonds for street improvement project involves a two-step process. The first step is the passage and publication of an ordinance designating the streets as main trafficways. The second step is adopting a resolution authorizing the issuance of GO notes or bonds to finance the improvement of such main trafficways.

Ms. Kindle stated upon approval, Ordinance No. 2045 will be published in the Gardner News. The next step will occur at the September 10, 2020 Council meeting where the Council would need to approve a resolution authorizing the financing of the project with GO notes and a resolution authorizing the issuance and approving the final terms of the sale of the temporary notes. She explained the City's financial advisor, Columbia Capital, has negotiated with U.S. Bank to include the temporary notes for the Homestead Lane intersection project in the notes that are being issued to renew the Series 2019A temporary notes for the 2019 Street Reconstruction Project. She said Columbia Capital was able to get an interest rate of 0.86%.

Ms. Kindle explained City Staff recommends passing this ordinance as the first step in the process to authorize the issuance of GO notes for the project. Assuming the GO notes are issued for the project, the notes will be general obligations and backed by the full faith and credit of the City. She said the City may consider several alternatives to provide long-term permanent financing for the improvements upon maturity of the notes, which is expected in October of 2022, including the issuance of notes or bonds to be repaid in part with TIF and/or CID revenues generated within the respective TIF/CID districts located at the project site. Ms. Kindle said such long-term financing options would be subject to approval or approvals of the Council at a later date. She provided an anticipated calendar of event related to the sale of the series 2020A Temporary Notes.

Councilmember Longanecker motioned to approve Ordinance No. 2045 designating Homestead Lane within the City of Edgerton, Kansas as a main trafficway. Councilmember Beem seconded the motion. Ordinance No. 2045 was approved, 4-0.

**12. CONSIDER RECOMMENDATION OF ENGINEER TO AWARD CONSTRUCTION OF THE HOMESTEAD LANE INTERSECTION TO \_\_\_\_\_ AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT**

Mr. Merkh spoke before the Council. He said on August 22, 2019, the Council create a TIF Redevelopment District generally located at the northeast and northwest corners of I-35 and Homestead Lane. The district plan for the Redevelopment District includes commercial retail facilities such as truck stops/travel plazas, truck maintenance facilities, restaurants, hotels and other transportation and workforce related services. Mr. Merkh stated on November 14, 2020 the Council approved the Agreement with BG Consultants for the engineering and design services for Homestead Lane Intersection Improvements. This project consists of providing full access into the parcels on either side of Homestead Lane at West 200<sup>th</sup> Street. He stated the Council approved the concurrence to bid the project on June 25, 2020.

Mr. Merkh explained the City held a public bid opening on August 25, 2020. A total of eight (8) bids were received, opened and read aloud to the public. This project consisted of the base bid, with no alternated. He stated the base bids ranged from a low of \$770,752.14 to a high of \$1,176,907.11 with an engineers' estimate of \$1,014,286.70. Mr. Merkh said Miles Excavating Inc. submitted the low bid for the project. Based upon review of the bids and the City's prior direct experience, City Staff's recommendation is Miles Excavating Inc is qualified to perform the scope of work included in this project. City Staff in conjunction with BG Consultants will administer the project including the bidding process and construction oversight, City Staff will bring any agreements for inspection duties during the project at a later Council meeting. Mr. Merkh explained funding for the project is reimbursement from the TIF Redevelopment District.

Councilmember Beem inquired if Miles Excavating Inc. would be held to this price or what would happen if the price is not correct. Mr. Merkh answered should nothing go awry; the bided price is what the price would be for the project. If there are any discrepancies to happen, the fees would have to be within the City's purchasing policy. Ms. Linn said there could be renegotiated dues because of changes in quantities of items. Councilmember Longanecker said he is surprised Miles Excavating Inc. is the lowest bid but is happy they are. Mayor Roberts said the street reconstruction project Miles Excavating completed for the City had challenges, but they did a great job. Councilmember Conus commented Miles Excavating Inc. on their open lines of communication with residents who were affected by the construction. Councilmember Smith stated Miles Excavating Inc. did work in front of her house and they did a great job there.

Councilmember Longanecker motioned to approve City Staff's recommendation of the City Engineer to award construction of the Homestead Lane Intersection to Miles Excavating Inc. and authorize Mayor Roberts to execute the contract. Councilmember Smith seconded the motion. The Council approved City Staff's recommendation, 4-0.

**13. CONSIDER ORDINANCE NO. 2043 AMENDING CHAPTER XI, ARTICLE I, SECTION 11-101 OF THE CODE OF THE CITY OF EDGERTON, KANSAS, CONCERNING THE UNIFORM PUBLIC OFFENSE CODE**

Ms. Crow spoke before the Council. She stated Councilmember Longanecker requested some clarification on an item that was updated in the Uniform Public Offense Code (UPOC). Mr. Hendricks stated sections of the UPOC were removed regarding the sale, purchase, transfer, ownership, storage, carry, transporting or taxation of firearms or ammunition. He explained in 2015, the Kansas statute was amended and the UPOC was amended this year to reflect the statute. Mr. Hendricks stated he has never had a court case regarding this law and they have all been on the County level.

Councilmember Longanecker motioned to approve Ordinance No. 2043 amending Chapter XI, Article 1, Section 11-101 of the Code of the City of Edgerton, Kansas, concerning the UPOC. Councilmember Smith seconded the motion. Ordinance No. 2043 was approved, 4-0.

**14. CONSIDER OPTION FOR REMOVAL OF STRUCTURES AT 410 W BRAUN, AS PART OF 207<sup>TH</sup> GRADE SEPARATION PROJECT**

Mr. Merkh approached the Council. He stated on August 21, 2020 the City took possession of the properties at 410 W. Braun Street for the 207<sup>th</sup> Grade Separation Project. The address consists of 3 parcels, with 2 building on the properties with a third location consisting of a concrete pad. He said the remaining structures need to be demolished for the project, which is scheduled to begin in the Spring of 2021. Mr. Merkh explained there are 3 scenarios that are possible to demolish the structures. The first one is to allow JCFD1 to use the buildings in a test burn. This is a practice scenario for a structure fire, allowing JCFD1 to train personnel using real life conditions. The second option is to create a public bid process for the sale and relocation of the house. The winning bidder would be allotted time to coordinate utilities and remove the structure. Mr. Merkh said the final option is to proceed with demolition, utilizing the existing contract with Midland Wrecking for the demolition of 36790 W. 207<sup>th</sup> Street, which is another property associated to the 207<sup>th</sup> Grade Separation Project. He said there will be varying levels of work needed to complete demolition by the contractor regardless of which option is selected.

Mr. Merkh explained City Staff recommends allowing JCFD1 to use the structures for training purposes. The project has a primary goal of allowing public safety to access the residential side of town without interruption of a railroad crossing. This recommendation further allows an improvement to the public safety service provided to the residents.

Mr. Merkh said as of August 21, 2020 the property had one building removed. Midland Wrecking was requested to quote the demolition of the remaining 2 buildings. The price quoted comes to a total of \$15,840. The price does not include work for removal of hazardous waste, utility disconnects, tree removal, and maintenance of the ground. He stated the larger concrete pad for the third building remains and City Staff recommends holding a City-controlled contingency of an additional \$3,000, making the total not to exceed \$18,840. Mr. Merkh explained City Staff anticipates the prices being lower after JCFD1 utilizes the structure for training.

Councilmember Longanecker inquired when City Staff would like to have the buildings removed from the site and if the bidding process would help with recuperate some of the costs. Mr. Merkh replied City Staff plans to have the project go up for bid in a few weeks.



He said the bidding process would add time and require additional City Staff and there is no way to know how much the building would go for at an auction.

Mayor Roberts asked the value of the training JCFD1 would get from the structure. Chief Rob Kirk, JCFD1, replied the training is priceless. He explained about 1% of their firefighters' jobs consist of going into live fire. It is obviously dangerous, so it requires the most training. He said they assist on medical emergency calls many times a day, so they do not need to practice those skills as much. Chief Kirk explained a smoke-filled house that is on fire is what kills a firefighter. There have been some demolitions to make way for some of the warehouses and JCFD1 has been able to do some, but they always strive for more training. He explained the house is structurally sound and intact and it would be perfect for training. Chief Kirk stated smoke machines are used to fill the house so the firefighters can experience what it looks like to be in a burning house. JCFD1 will light fires throughout the house and have teams put the fires out. If there is a basement, it allows JCFD1 practice to get out of the basement without the stairs which can happen during a fire. Chief Kirk invited the public to the site to witness the training. He explained the proper channels will be followed to get the asbestos inspection. He added JCFD1 using the building for training would also lower the cost of demolition. Councilmember Smith inquired how quickly JCFD1 would get on site. Chief Kirk answered JCFD1 has already been out there doing some training and building scenarios.

Councilmember Longanecker asked if JCFD1 would front the costs of the asbestos tests and remediation. Chief Kirk replied that responsibility would be on the property owner, which is the City. Ms. Linn stated that is typical and it would be the same as the other buildings the City has demolished and will only take about seven (7) business days. Mayor Roberts asked what the costs were when asbestos remediation occurred at another house the City demolished. Mr. Merkh replied it costs a few hundred dollars. He said it was in the ceiling tiles in the old police station that was demolished. Mayor Roberts said he is not sure where it could be but does not think there is any in this house.

Mayor Roberts stated he has his doubts on if the winning bid would be worth the hassle of going through the bidding process. He said there is no value to the training as you cannot put a value on human life which is what the training would be helping the firefighters do if there is somebody in a house fire. Chief Kirk said JCFD1 will do an assessment of the house and damage after a fire. He stated the value of the damage is low due to the training that JCFD1 is able to do in houses like this. The firefighters know what to do so they are not damaging items unnecessarily during a fire. Mayor Roberts said there have been 2 house fires in town and the JCFD1 has responded and kept the damage to a minimum. Chief Kirk said that is correct and the teams were able to keep the fires contained. He said 1 of the fires fill the house full of smoke and the firefighters could not see where they were going and relied on their training. Councilmember Beem said he is the person who called one of the house fires in and JCFD1 did a great job of clearing the fire quickly. Chief Kirk said a little boy did start a fire in his closet and caught the closet on fire. The child was educated of fire safety, but damage was limited to the structured. Mayor Roberts said nobody was injured in either fire thankfully.

Mr. Merkh stated all of the structures are boarded up but, there might still be people on the property so it is best to get it demolished as quickly as it can be. Chief Kirk acknowledged

there have been squatters at houses JCFD1 was going to use for training. Mayor Roberts inquired how long would it be before the structures are demolished. Chief Kirk replied it would be about 2 weeks once they have the approval to do so. Mayor Roberts said it would take about a month with the asbestos testing and training in total time to have the structures demolished. Councilmember Conus said it is good use for the structure. Chief Kirk agreed and said JCFD1 does many training drills. He explained some of the drills that are done in these houses. Mayor Roberts said this kind of training is the best training that can be offered and the best training he received when he was a volunteer firefighter. Chief Kirk stated this also allows a firefighter to get accustomed to the equipment so they don't get injured on a call. He explained these scenarios also aid the Chiefs to read the smoke of a fire and direct the team accordingly.

Councilmember Smith motioned to approve allowing JCFD1 to utilize the structures at 410 W. Braun Street for training. Councilmember Longanecker seconded the motion. JCFD1 is allowed to use the structures for training, 4-0.

Councilmember Longanecker motioned to use Midland Wrecking for demolition of any structures that remain after JCFD1's training not to exceed \$18,840. The motion was seconded by Councilmember Conus. Midland Wrecking will be used for demolition, 4-0.

#### **15. Report by The City Administrator**

- Ms. Linn stated there was recent discussions about future meeting reminders and adding work sessions to the reminders. She stated the 2022 Budget process will start with a work session on October 8, 2020. There will be another work session regarding All-Terrain Vehicles on September 24, 2020. On October 22, 2020, code enforcement City Staff will make a presentation during a work session.
- Ms. Linn said if a Councilmember is interested in touring any of City Facilities to contact her to schedule a time to do so. Mayor Roberts said it would be best if it is scheduled during business hours to limit staff overtime. Councilmember Smith inquired how long should the tours take. Ms. Linn said a couple of hours to get all the information in. Mayor Roberts agreed and it said at least 2 to four (4) hours.
- Ms. Linn explained City Staff will be bringing a contract for inspections of the Homestead Lane Intersection Project. BG Construction will not be inspecting the work as they designed the intersection. She explained it will be an acceleration proposal process.
- Ms. Linn informed the Council of the Cops and Bobbers event on September 12, 2020. She said City Staff is still looking helpers and volunteers. The event will be from 9:30 AM to around 1:00 PM. Councilmember Beem asked if he can help but allow his children to fish. Ms. Kara Banks, Marketing and Communications Manager, said that would be fine. Mayor Roberts said this is a great event for the kids of the community. Councilmember Smith stated she will help as well.

#### **16. Report by the Mayor**

- Mayor Roberts stated he has seen comments on social media regarding the tax abatements in LPKC. He explained Edgerton has done a diligent job at not putting tax dollars at risk. He said no property taxes are being used and the funds come from the development. Mayor Roberts explained the property tax abatements are not tied to the business in the warehouse but to the vertical construction and the warehouse itself. He said at this moment, the City does receive a payment made by the developer that is not the full value of the assessed property tax, but the City will receive that amount when the abatement rolls off. Mayor Roberts requested people reach out to himself or City Staff if there are questions regarding this issue. He said the City wants to be transparent about everything. Edgerton is on a good path for the future and it will take some time, but that time is coming.
- Ms. Sheree Chrisjohn, 601 E 3<sup>rd</sup> Street, Apartment C, Edgerton, Kansas, stated there is a lot of speeding on a cul-de-sac and tire tracks were left and inquired if the City could erect a sign requesting people drive slower due to children playing. Mayor Roberts replied cities who have put in those signs have open themselves for liability as kids playing in the street is against the law. Mr. Hendricks agreed and said the best thing is to alert the City so law enforcement can be alerted to the area. Ms. Linn stated there is a community officer and he is open to listening to residents' concerns. Mayor Roberts said the community officer has seen it on social media. He said social media has brought light on some issues. Mayor Roberts commented since the addition of the community officer, there are less speeders. That does not mean everybody is following the law, but the court docket shows more people are getting caught than before.
- Mayor Roberts said there were also social media posts asking about mosquito control. He stated there are public health affects with the chemicals used for control. Mayor Roberts sees the mosquitos too but has a lot of wasps this year. Councilmember Smith stated she has not seen as many mosquitos as she has in the past. Mayor Roberts said it has never been considered by the Council to treat for mosquitos and recommended residents try other remedies that are available for purchase at home improvement stores.

#### 17. **Future Meeting Reminders:**

- September 8<sup>th</sup>: Planning Commission Meeting – 7:00 PM
- September 10<sup>th</sup>: City Council Meeting – 7:00 PM
- September 24<sup>th</sup>: City Council Meeting – 7:00 PM
- October 8<sup>th</sup>: City Council Meeting – 7:00 PM
- October 8<sup>th</sup>: City Council Work Session Regarding CIP
- October 13: Planning Commission Meeting – 7:00 PM
- October 22<sup>nd</sup>: City Council Meeting – 7:00 PM

#### **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 PERSONNEL MATTERS**

Councilmember Smith motioned to recess 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 the City Attorney and the City Administrator for the purposes of personnel matters for five (5) minutes. Councilmember Longanecker seconded the motion. The meeting recessed into executive session at 8:30 PM, 4-0.

Councilmember Smith motioned to return to open session with no action being taken. Councilmember Longanecker seconded the motion. Open session resumed at 8:35 PM, 4-0.

#### 18. **Adjourn**

Councilmember Smith motioned to adjourn the meeting, seconded by Councilmember Beem. The motion carried and the meeting adjourned at 8:35 PM, 4-0.

#### EVENTS

September 16: Senior Lunch and BINGO at New City Church

September 22<sup>nd</sup>: Municipal Court

## City Council Action Item

**Council Meeting Date:** September 10, 2020

**Department:** Utilities

### Agenda Item: Consider Final Acceptance of South I-35 Gravity Sewer

**Background/Description of Item:**

In December 13, 2018, the Edgerton City Council approved the Phase I of the South I-35 Gravity Sewer. The project includes the construction of 774 LF of 21" and 790 LF of 10" sanitary sewer pipe. It receives flow from the two Kubota buildings as well as future areas to the east. This infrastructure was developed with future development in mind.

Edgerton Land Holding Company (ELHC) awarded the contract to Central Plumbing in the amount of \$332,038. This cost will be borne entirely by ELHC until such time the project is converted to funding from Home Rule Revenue Bonds.

The Substantial Completion date was December 2, 2019. BG Consultants as the City's Inspector has performed final inspection and noted the project for final acceptance.

**Related Ordinance(s) or Statue(s):** n/a

**Funding Source:** LPKC Phase II Public Infrastructure Fund

**Budget Allocated:** \$6,800,640

**Finance Director Approval:**   
Karen Kindle, Finance Director

### Recommendation: Approve Final Acceptance of South I-35 Gravity Sewer

**Enclosed:** Jon Carlson Letter of Acceptance

**Prepared by:** Dan Merkh, Public Works Director

**From:** Jon Carlson <jon.carlson@bgcons.com>  
**Sent:** Wednesday, September 2, 2020 7:49 AM  
**To:** Dan Merkh  
**Cc:** david.hamby; Mike Mabrey  
**Subject:** Public Improvements Big Bull Creek Phase I & II

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dan,

To the best of my knowledge Central Plumbing has completed all work on the Public Improvements Big Bull Creek Phase I and II Gravity Sewer Improvements, Lift Station and Force Main in general conformance to the plans and specifications approved by the City of Edgerton. Substantial Completion of Phase I was December 2, 2019 and Phase II was March 4, 2020. These projects can be accepted by the City of Edgerton at your discretion.

Respectfully submitted,

**Jon Carlson**

Senior Construction Observer



1405 Wakarusa Drive | Lawrence, KS 66049  
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## City Council Action Item

**Council Meeting Date:** September 10, 2020

**Department:** Utilities

### **Agenda Item: Consider Final Acceptance for the Construction of the I35 South Gravity Sewer Phase II Improvements**

**Background/Description of Item:**

On August 22, 2019, the Edgerton City Council approved the Phase II of I-35 South Gravity Sewer. The project includes the construction of 3,711 LF of 21", 2,186 LF of 12", and 669 LF of 10" sanitary sewer pipe. It receives flow from the Hostess building as well as future areas to the east. The infrastructure was developed with future expansion in mind.

NorthPoint Development awarded the project to Central Plumbing Construction Company in the amount of \$1,401,897.00. This cost will be borne entirely by NorthPoint Development until such time the project is converted to funding from Home Rule Revenue Bonds.

The Substantial Completion date was March 4, 2020. BG Consultants as the City's Inspector has performed final inspection and noted the project for final acceptance.

**Related Ordinance(s) or Statue(s):** n/a

**Funding Source:** LPKC Phase II Public Infrastructure Fund

**Budget Allocated:** \$1,401,897.00

**Finance Director Approval:**   
Karen Kindle, Finance Director

### **Recommendation: Approve Final Acceptance for the Construction of the I35 South Gravity Sewer Phase II Improvements**

**Enclosed:** Jon Carlson Letter of Acceptance

**Prepared by:** Dan Merkh, Public Works Director

**From:** Jon Carlson <jon.carlson@bgcons.com>  
**Sent:** Wednesday, September 2, 2020 7:49 AM  
**To:** Dan Merkh  
**Cc:** david.hamby; Mike Mabrey  
**Subject:** Public Improvements Big Bull Creek Phase I & II

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dan,

To the best of my knowledge Central Plumbing has completed all work on the Public Improvements Big Bull Creek Phase I and II Gravity Sewer Improvements, Lift Station and Force Main in general conformance to the plans and specifications approved by the City of Edgerton. Substantial Completion of Phase I was December 2, 2019 and Phase II was March 4, 2020. These projects can be accepted by the City of Edgerton at your discretion.

Respectfully submitted,

**Jon Carlson**

Senior Construction Observer



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## City Council Action Item

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**Council Meeting Date:** September 10, 2020

**Department:** Public Works

### **Agenda Item: Consider Concurrence to Bid the 1<sup>st</sup> and Meriwood Street Stormwater Repair Project**

**Background/Description of Item:**

On October 24, 2019, City Council approved the 2020-2024 Capital Improvement Program which included the 1<sup>st</sup> Street and W Meriwood Street Stormwater Repairs.

On June 11, 2020 City Council approved the agreement with BG Consultants for the engineering and design services for 1<sup>st</sup> and Meriwood Street Stormwater Repair Project. The project consists of replacement of the cross-road pipe in the west road right-of-way of 1<sup>st</sup> Street and crossing under W Meriwood Street. This section of storm-pipe (approximately 45 linear feet) has caused issues in the area including water overtopping the roadway, residential flooding issues, degradation of stormwater network in the area and damage to the edge of the adjacent roadways.

For this project, The City of Edgerton in conjunction with BG Consultants will administer the project including the bidding process. City staff will bring any agreements for inspection duties needed during the project at a later council meeting. Staff anticipates the bidding schedule as follows.

- Concurrence to bid from City Council (pending approval): September 10, 2020
- Advertisement for Bidding: September 22, 2020
- Bid Opening: October 13, 2020
- Award Bid: October 22, 2020 (pending approval)
- Notice to Proceed: November 18, 2020
- Anticipated Substantial Completion: December 23, 2020 (weather dependant)

At the future Council Meeting staff will provide the results for the bidding process.

**Related Ordinance(s) or Statue(s):**

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**Funding Source:** CIP Budget



**Budget Allocated:** \$72,250 General Fund

**Finance Director Approval:** x *Karen E. Kindle*  
Karen Kindle, Finance Director

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<p><b>Recommendation: Approve Concurrence to Bid the 1<sup>st</sup> and Meriwood Street Stormwater Repair Project</b></p>
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**Enclosed:** N/A

**Prepared by:** Dan Merkh, Public Works Director

## City Council Action Item

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**Council Meeting Date:** September 10, 2020

**Department:** Administration

**Agenda Item: Consider Approval of Resolution No. 09-10-20C Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas**

**Background/Description of Item:**

Each year the City of Edgerton requests that the financial statements and financial reports of the City of Edgerton for the year ending December 31<sup>st</sup> be prepared in compliance with the cash basis and budget laws of the State of Kansas, and requests waiver of the requirements of K.S.A. 75-1120a(a).

K.S.A. 75-1120a(a) is the uniform system of fiscal procedure, accounting and reporting for municipalities. It requires the use of Generally Accepted Accounting Principles (GAAP). The Governing Body can, by resolution, each year make a finding that the financial statements and financial reports prepared in conformity with the requirements of GAAP are of no significant value to the Governing Body or members of the general public of the municipality. The Governing Body can then request a waiver from the Director of Accounts and Reports to prepare the City's financial statement on the basis of the cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

Another requirement to receive the waiver is that the City of Edgerton may not have any bond ordinances or other ordinances or resolutions which require financial statements or reports to be prepared in conformity with K.S.A. 75-1120a(a). The City of Edgerton currently does not have any such ordinances or resolutions.

**Related Ordinance(s) or Statue(s):** K.S.A. 75-1120a

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**Funding Source:** n/a

**Budget Allocated:** n/a

x Karen E. Kindle

**Finance Director Approval:** Karen Kindle, Finance Director

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**Recommendation: Approve Resolution 09-10-20C waiving the City's compliance with Generally Accepted Accounting Principles for financial reporting and causing such reports to be prepared in compliance with the cash basis and budget laws of the State of Kansas.**

**Enclosed:** Draft Resolution 09-10-20C

**Prepared by:** Karen Kindle, Finance Director

**RESOLUTION NO. 09-10-20C**

**A RESOLUTION WAIVING THE CITY'S COMPLIANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES FOR FINANCIAL REPORTING AND CAUSING SUCH REPORTS TO BE PREPARED IN COMPLIANCE WITH THE CASH BASIS AND BUDGET LAWS OF THE STATE OF KANSAS**

**WHEREAS**, the City of Edgerton, Kansas, prepares its financial statements and financial reports for the year ending December 31, 2020 to be prepared in conformity with the cash basis and budget laws of this state; and

**WHEREAS**, K.S.A. 75-1120a (a) requires the financial statements be prepared in conformity with Generally Accepted Accounting Principles; and

**WHEREAS**, K.S.A. 75-1120a (a) the governing body, by resolution, annually shall make a finding that financial statements and financial reports prepared in conformity with the requirements of subsection (a) are not relevant to the requirements of the cash-basis and budget laws of this state and are of no significant value to the governing body or members of the general public of the municipality; and

**WHEREAS**, there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K. S. A. 75-1120a (a) for the year ending December 31, 2020.

**NOW, THEREFORE BE IT RESOLVED**, by the Governing Body of the City of Edgerton, Kansas, in regular meeting, duly assembled, that the Director of Accounts and Reports waive the requirements of K. S. A. 75-1120a (a) as they apply to the City of Edgerton, Kansas for the year ending December 31, 2020.

**BE IT FURTHER RESOLVED** that the Governing Body shall cause the financial statements and financial reports of the City of Edgerton to be prepared on the basis of cash receipts and disbursements, as adjusted, to show compliance with the cash basis and budget laws of this State.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 10<sup>TH</sup> DAY OF SEPTEMBER, 2020.

ATTEST:

**CITY OF EDGERTON, KANSAS**

\_\_\_\_\_  
Chris Clinton, City Clerk

By: \_\_\_\_\_  
Donald Roberts, Mayor

APPROVED AS TO FORM:

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Lee W. Hendricks, City Attorney

## City Council Action Item

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**Council Meeting Date:** September 10, 2020

**Department:** Community Development

### **Agenda Item: Consider Eagle Scout Project Plan From Zachary Norsby For Restoration of the Edgerton Community Museum Porch Including A \$325.00 Funding Request**

**Background/Description of Item:**

Mr. Norsby originally approached the Edgerton City Council on August 8, 2019 to request a donation to fund his Eagle Scout Project at the Edgerton Community Museum. The project included restoring sections of the porch roof and replacement of the porch stairs and handrail. At that time, City Council directed Mr. Norsby to meet with staff to review a detailed project plan and return to council with that detailed plan. He was also asked to solicit donations from outside sources prior to asking for council funding. Mr. Norsby reached out the building inspector on September 30, 2019 asking for guidance on what type of plans would be required. He was told that work on commercial space requires a Johnson County licensed contractor and that the 2006 IBC would be the code under which compliance would be reviewed.

On August 12, 2020 Mr. Norsby reached out to city staff via email to state that the project scope had been tailored back to exclude the rebuilding of the steps and handrail so that a building permit and a commercial contractor would not be required. Staff asked Mr. Norsby to provide a detailed plan that could be reviewed and evaluated. On September 1, 2020 City Staff met with Mr. Norsby at the Edgerton Community Museum along with a representative from GBA, the city's contracted service provider for building inspection services. It was determined at that time that the work being performed (splinting of beams, attaching a sheet of plywood, screen and Tyvek) would not require a building permit.

In the attached Project Plan, Mr. Norsby details how the project will be carried out. He states that he has obtained \$50 in funding from Home Depot for the project and he is requesting an amount not to exceed \$325 for the balance of project costs. He states the project will occur on Sunday afternoon and will be split into two days. In the cover email Mr. Norsby requests access to water and electrical sources and restrooms for use during the project. Staff recommends that the Edgerton Community Museum provide access to electrical sources and the Edgerton City Hall could provide access to water and restroom facilities. However, dates of work should be coordinated with City Staff so that the work and access to City Hall does not conflict with other events that may be scheduled in the space at that time.

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

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**Funding Source:**

**Budget Allocated:**

**Finance Director Approval:**

---

<b>Recommendation:</b>
------------------------

**Enclosed:**

- Eagle Scout Project Plan – Edgerton Community Museum Porch Restoration

**Prepared by:** Katy Crow, Development Services Director



**From:** [Zachary Norsby](#)  
**To:** [Katy Crow](#); [Dan Merkh](#)  
**Subject:** Project Plan with Cost Est.  
**Date:** Thursday, September 3, 2020 4:30:17 PM  
**Attachments:** [Eagle Scout Project Plan.docx](#)

---

This is the Plan with the total cost (not to exceed). If you could print one for each council member in attendance Thursday night that would be excellent, I believe most answers to questions will be in here. I do have a couple of questions left, do you know if there are any water or electrical sources near the museum that we could use? As well are there any close bathrooms that we could access during the project if necessary?



# Eagle Scout Service Project Plan



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's name Zachary James Norsby

Eagle Scout Service Project Name Edgerton Community Museum porch restoration

Planned start date 8/8/2020

Planned completion date 9/30/2020

Eagle Scout requirement 5 says you must “plan” and “develop” your service project. Though this project plan is a tool for your use, and is not approved or signed, it is important in helping to show you have done the required planning and development. You should take this project plan with you to your Eagle Scout board of review. Note that you are not required to provide more details than are necessary for the accomplishment of your project.

A Scout who is prepared will complete the project plan, and then review it with the designated project coach before carrying out the project. The council or district representative who approved your proposal may have agreed to serve as your project coach, or someone else may be designated to take this important role. A project coach's involvement and review of your project plan is optional, but it can help you avoid many problems or mistakes. This can also improve your chances of passing the Eagle Scout board of review.

You should also show your project plan to your beneficiary prior to carrying out your project. This will help ensure your plans agree with the beneficiary's expectations. Remember, the project beneficiary has the authority to require and approve a project plan. Be sure to read “*Navigating the Eagle Scout Service Project*” at the end of this workbook.

## Comments From Your Proposal Review

What suggestions were offered by the council or district representative who approved your proposal?

He suggested that I have a concise plan set and then follow each step. He also stressed that I can't have too much safety while doing the project.

## Project Description and Benefit—Changes From the Proposal

*As projects are planned, changes are usually necessary. If they are major, it is important to confirm they are acceptable to the beneficiary. You should also discuss major changes with those who approved your proposal, and also with your coach, to get an idea if the changes will be acceptable to your board of review.*

How will your project be different from your approved proposal?

The project will be different because I could not find a licensed contractor to pull a permit for the installation of handrails nor the replacement of the support beams. Instead I will splint the beams and have to remove handrails from the project.

Will the changes make the project more, or less, helpful to the beneficiary? Explain:

The changes will make the project less helpful to the beneficiary, because he will have to get the City of Edgerton to install the new handrails.

## Present Condition or Situation

*Include "before" photographs to show the board of review in Attachments section below.*

Describe the present condition of the worksite. For an event or activity, describe your biggest obstacles.

It is open to the public on Wednesdays and Saturdays or upon request. Working around that will be the biggest obstacle, I'll hold the work days on Sunday afternoon. There is plenty of room to work and it presents no health or safety hazards.

## Project Phases

*You may have more than eight phases, or fewer, as needed; if more, you may add them below, or place in an attachment.* Look at the phases from your proposal. Make any changes, then provide a little more detail, including approximate starting and ending dates for each phase.

1.	Finish Project Proposal 8/5/2019-1~/2020
2.	Finish Project Plan 8/6/2020-8/14/2020
3.	Get permission and funding 9/10/2020
4.	Schedule work days 9/2/2020
5.	Proceed with roof repairs 9/13/2020
6.	Scrape and paint the exterior 9/19-20/2020
7.	Asses the end result 9/21/2020-9/30/2020

## Work Processes

Prepare a step-by-step list of what must be done and how everything comes together: site preparation, sizing, assembly, fastening of materials, finishes to be used (paint, varnish, etc.), uses of supplies and tools, etc. Your project coach may be able to assist.

We will be doing the project on a Sunday afternoon so that we don't disrupt public times. The project will be split into two days; Day 1 will consist of 4 people (2 adult 3 youth) driving down to the site with plywood, screen, and Tyvek. We will have our safety briefing and install the Tyvek and plywood by screwing them into the beams, then we will add the soffit. Day 2 will be 7 people (2 adult 5 youth) we will spread out and lay down the tarps to catch debris from scraping the existing paint. Then we will paint the steps, rails, floor... (all exterior). Once painting is done I will make sure that the Benefactor is satisfied and we will clean up and dismiss from the site.

## Permits and Permissions

If you will need permissions or permits\*, what is being done to obtain them, and when will they be issued?

I will need permission to perform the project by the City of Edgerton as it is a city owned building, no building permit is required.

*\*Could include building or electrical permits, dig permits, event permits, permission to access property, wilderness or backcountry permits, etc.*

**Materials** List each item, description, quantity, unit cost, total cost, and source. For donated items show value in cost columns. See example.

Plywood	3/4", 4'x8',B-C interior grade	3	20.00	60.00	ABC Hardware donation*
Item	Description	Quantity	Unit Cost	Total Cost	Source
Plywood	½" 4'x8'	4	32.97	131.88	Home Depot
Wood 2x4	8' 2'x4'	2	11.74	23.48	Home Depot
Paint	2 gal white/1 gal grey	3	29.98	89.44	Home Depot
Tyvek	14'x7'	1	28.95	28.95	Home Depot
Screen	1'x8'	1	19.98	19.98	Home Depot
Paint Brushes		5	1.28	6.40	Home Depot
Paint Trays		5	2.97	14.85	Home Depot
Total cost of materials				314.98	

*\*If you plan for donations such as the one shown in the example above, you will most likely need to submit the Eagle Scout Service Project Fundraising Application. It can be found later in this workbook.*

**Supplies** List each item, description, quantity, unit cost, total cost, and source. For donated items show value in cost columns. See example.

Plastic tarp	9' x 12', 2ml thick	2	4.00	8.00	ABC Hardware purchase
Item	Description	Quantity	Unit Cost	Total Cost	Source
Tyvek Tape		1	11.48	11.48	Home Depot
Staples		1	3.97	3.97	Home Depot
Screws	Drywall 2"	1	4.10	4.10	Home Depot
Total cost of supplies				19.55	

### Expenses

### Revenue

Item	Projected Cost	Total to be raised: \$ 0.00
		Contribution from beneficiary: \$ 325.00 (City of Edgerton)
Total materials (from above)	314.98	Describe how you will get the money for your project. Include what any helpers will do to assist with the effort and also any requests you will make for donations of supplies, materials, etc.
Total supplies (from above)	19.55	
Total tools (from above)	0.00	
Home Depot Discount	-50.00	
Tax (10%)	28.46	I will be using Tools of my own. Home Depot has a \$50 cost reduction for Eagle Scout Project materials. The rest is currently left to the City of Edgerton.
Total cost	312.99	

### Giving Leadership

Fill out the chart below, telling about specific jobs that need to be done, the skills needed to do them, whether they must be adults or may be youth, how many helpers are needed, and how many you have so far (if any).For example:

Work at car wash	Able to drive or wash cars	Adult drivers/supervisors, youth to wash	2 adults, 10 youth	1 adult, 5 youth
Job to Be Done	Skills Needed (If any)	Adult or Youth	Helpers Needed	Helpers So Far
Install Plywood/Tyvek/screen	Adult to operate power tools	Adult for the screws. Youth to support	1 Adult 3 Youth	1 Adult 3 Youth
Scrape/Paint Exterior	N/A	Adult for supervision Youth to scrape/paint	2 Adult 5 Youth	1 Adult 3 Youth

What are your plans for briefing helpers, or making sure they know how to do what you want them to do?

I will make sure that those who are coming are at our weekly troop meeting and I will give them detailed instruction there.

What is your plan for communicating with your workers to make sure they know how to get to the site and where to park, that they will be on time and they will have with them what they need?

As mentioned, the weekly troop meeting will serve as my platform for broadcasting information about the site, work, materials, and some safety (other safety will be covered on site so they can see potential risks themselves).

## Logistics

How will the workers get to and from the place where the work will be done?

Private transportation, Adults will either drop their child off or parent and child will both come and help, same mode of transportation on the way back; parent will pick them up or if the parent stayed they will leave together.

How will you transport materials, supplies, and tools to and from the site?

A Troop leader will drive a truck with the materials, supplies, and tools to and from the site.

How will you assure the tools used are in good condition, that clearance and barriers needed between users are considered, and that the tools are properly used and stored?

Only adults will operate power tools, and all tools are brought by either myself or participating adults.

How long will your helpers be working each day? (Recommended no more than eight hours per day)

Estimated 1-1.5 hours for Day 1  
Estimated 3-4 hours for Day 2

How will the workers be fed?

N/A. Workers will be told to eat before arriving

Where will restrooms be located?

Restrooms will be inside Edgerton City Hall, which is right next door.

## Safety

Will a first-aid kit be needed for this project? If so, where will it be kept?

A first-aid kit should not be needed, but one will be brought and available, it will be kept near the water station.

Will any hazardous materials or chemicals be used? If so, how will you see that they are properly handled?

There are no hazardous chemicals used

What personal protective equipment or supplies may be needed? (For example, gloves, goggles, hardhats, etc.)

No PPE is necessary for this project.

When will you hold a safety briefing? At the site

Who will conduct it? Zach

Norsby Who will be your first-aid specialist?

Zach Norsby

How may emergency vehicles access the site? The site is on Main Street Edgerton

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## Contingency Plans

What could cause postponement or cancellation of the project? What will you do should this happen?

The project could be postponed due to storms or a drastic shift in temperature causing the paint not to cure. If this happens an announcement will go out to all involved and it will be rescheduled for the following week.

## City Council Action Item

---

**Council Meeting Date:** September 8, 2020

**Department:** Administration

**Agenda Item: Consider Resolution No. 09-10-20A Authorizing the Improvement or Reimprovement of a Main Trafficway Within the City of Edgerton, Kansas; and Providing for the Payment of the Costs Thereof.**

**Background/Description of Item:**

At the August 27, 2020, Council Meeting, City Council took the first step in issuing the temporary notes to finance the Homestead Lane Intersection Project by approving Ordinance 2045 designating Homestead Lane as a main trafficway of the City.

The attached Resolution, No. 09-10-20A, is the next step towards issuing temporary notes to finance the project. The resolution authorizes the project and provides for the payment of the project costs. The resolution includes a description of the project and the cost of the project, as well as how much of the project will be funded with temporary notes.

**Related Ordinance(s) or Statue(s):** K.S.A. 12-687 *et seq*, Ordinance No. 2045

**Funding Source:** n/a

**Budget Allocated:** n/a

**Finance Director Approval:**  x Karen Kindle, Finance Director

**Recommendation: Approve Resolution No. 09-10-20A Authorizing the Improvement or Reimprovement of Certain Main Trafficways of the City of Edgerton, Kansas; and Providing for the Payment of the Costs Thereof.**

**Enclosed:** Resolution No. 09-10-20A

**Prepared by:** Karen Kindle, Finance Director

**RESOLUTION NO. 09-10-20A**

**A RESOLUTION AUTHORIZING THE IMPROVEMENT OR REIMPROVEMENT OF A MAIN TRAFFICWAY WITHIN THE CITY OF EDGERTON, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.**

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**WHEREAS**, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 *et seq.* (the “Act”), and such improvement or reimprovement may include grading, regrading, curbing, recurbing, guttering, reguttering, paving, repaving, macadamizing, remacadamizing, constructing, reconstructing, opening, widening, extending, rounding corners, straightening, relocating, building any necessary bridges and approaches thereto, viaducts, overpasses, underpasses, culverts and drainage, trafficway illumination, traffic control devices, pedestrian ways, or other improvements or any two or more of such improvements or reimprovements and the acquisition of right-of-way by purchase or condemnation when necessary for any of such purposes; and

**WHEREAS**, the Act provides that all costs of improvements or reimprovements authorized thereunder, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large and may be funded, among others, by the issuance of general obligation bonds; and

**WHEREAS**, the governing body of the City of Edgerton, Kansas (the “City”), has by Ordinance No. 2045 designated Homestead Lane within the City as a main trafficway, as provided by and under the authority of the Act; and

**WHEREAS**, said governing body hereby finds and determines that it is necessary to improve or reimprove said main trafficway, and to provide for the payment of the costs thereof, all as provided by and under the authority of the Act.

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

**Section 1. Project Authorization.** It is hereby deemed and declared to be necessary to improve or reimprove Homestead Lane (the “Project”) under the authority of the Act, in accordance with plans and specifications therefor prepared or approved by the City Engineer.

**Section 2. Financing Authority.** The estimated costs of the Project, including construction, engineering fees, acquisition of right-of-way and easements, contingencies and administrative expenses are \$1,752,000. The costs of the Project shall be payable from the proceeds of general obligation bonds of the City issued under authority of the Act (the “Bonds”) in an amount not to exceed \$1,752,000, plus any interest on interim financing and associated financing costs.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

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**ADOPTED AND APPROVED** by the governing body of the City of Edgerton, Kansas, on September 10, 2020.

(Seal)

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Donald Roberts, Mayor

ATTEST:

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Chris Clinton, City Clerk

APPROVED AS TO FORM ONLY.

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Lee Hendricks, City Attorney

## City Council Action Item

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**Council Meeting Date:** September 10, 2020

**Department:** Administration

**Agenda Item: Consider Resolution No. 09-10-20B Authorizing And Directing The Issuance, Sale And Delivery Of General Obligation Temporary Notes, Series 2020-A, 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 Notes As They Become Due; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith.**

### **Background/Description of Item:**

In 2019, the City issued general obligation temporary notes to finance the 2019 Street Reconstruction project. Those notes mature on October 1, 2020. The City will pay off a portion of the principal and finance the remaining principal with the Series 2020A general obligation temporary notes. Also, in the development agreement with My Store III approved on November 19, 2019, the City is required to construct an intersection at Homestead Lane and 200<sup>th</sup> Street. The construction costs for this project will also be financed with the Series 2020A general obligation temporary notes.

Council has taken various actions over the last two meetings to issue the temporary notes:

- August 13, 2020 – approved Resolution No. 08-13-20A which authorized the City to offer the temporary notes for sale and authorized the Mayor to execute a Note Purchase Agreement within certain parameters.
- August 27, 2020 - approved Ordinance 2045 designating Homestead Lane as a main trafficway of the City.
- September 10, 2020 – scheduled to consider Resolution No. 09-10-20A, authorizing the Homestead Lane Intersection project and the amount to be funded with temporary notes.

The Financial Advisor requested a proposal from US Bank, the holder of the Series 2019A Notes, as well as a proposal from Intrust Bank. US Bank provided a proposal; however, Intrust Bank declined to provide a proposal. US Bank's proposal is for a two-year term with semi-annual interest payments and an interest rate of 0.86%, which is substantially less than

the rate received on the Series 2019A notes. The proposal also allows the City to make prepayments during the term of the notes.

As authorized by Resolution 08-13-20A, the Mayor has executed a Note Purchase Agreement with U.S. Bank. The Note Purchase Agreement documents U.S. Bank's agreement to purchase the notes from the City and includes various representations by the City and U.S. Bank regarding the sale of the notes. The Note Purchase Agreement is enclosed.

Resolution No. 09-10-20B contains the specifics for the notes, including the amount of the notes, the interest rate, the maturity date, repayment provisions, etc. Approval of Resolution No. 09-10-20B is the final step in the temporary note process. If approved, the closing date for the Notes would be September 24, 2020.

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

**Related Ordinance(s) or Statute(s):** Ordinance No. 2045, Resolution No. 08-13-20A, Resolution No. 09-10-20A

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**Funding Source:** n/a

**Budget Allocated:** n/a

**Finance Director Approval:**  x  
Karen Kindle, Finance Director

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**Recommendation: Approve Resolution No. 09-10-20B Authorizing And Directing The Issuance, Sale And Delivery Of General Obligation Temporary Notes, Series 2020-A, 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 Notes As They Become Due; Making Certain Covenants And Agreements To Provide For The Payment And Security Thereof; And Authorizing Certain Other Documents And Actions Connected Therewith.**

**Enclosed:** Resolution No. 09-10-20B  
Note Purchase Agreement with U.S. Bank

**Prepared by:** Karen Kindle, Finance Director

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**RESOLUTION NO. 09-10-20B**

**OF**

**THE CITY OF EDGERTON, KANSAS**

**ADOPTED**

**SEPTEMBER 10, 2020**

**GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 2020-A**

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## **RESOLUTION**

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**RESOLUTION NO. 09-10-20B**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020-A, 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 NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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

**WHEREAS**, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (the “Improvements”) to be made in the City, to-wit:

<b><u>Project Description</u></b>	<b><u>Res. No.</u></b>	<b><u>Authority</u></b>	<b><u>Estimated Cost to be Paid from Notes</u></b>
Main Trafficway Improvements (Homestead Lane)	09-10-20A	K.S.A. 12-685 <i>et seq.</i>	\$1,752,000*
Main Trafficway Improvements (Various)	08-08-19A	K.S.A. 12-685 <i>et seq.</i>	\$1,835,000*

\*Plus interest on any temporary financing and other associated financing costs.

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

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

**WHEREAS**, the Issuer has previously issued the following temporary notes to temporarily finance a portion of the costs of the Improvements (the “Existing Notes”):

<b><u>Series</u></b>	<b><u>Dated Date</u></b>	<b><u>Maturity Date</u></b>	<b><u>Original Amount</u></b>	<b><u>Outstanding Amount</u></b>
2019-A	October 24, 2019	October 1, 2020	\$1,870,000	\$1,870,000

; and

**WHEREAS**, it is necessary for the Issuer to provide cash funds to meet its obligations on a portion of the Existing Notes by the issuance of additional temporary notes of the Issuer pursuant to the Act; and

**WHEREAS**, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements and to retire a portion of the Existing Notes; and

**WHEREAS**, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$3,115,000 to pay a portion of the costs of the Improvements and refund the Existing Notes.

**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 Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 12-685 *et seq.*, all as amended and supplemented from time to time.

**“Authorized Denomination”** means \$100,000 or any amount in excess thereof.

**“Bank”** means U.S. Bank National Association, Cincinnati, Ohio, and any successors and assigns.

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

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

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

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

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

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

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



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

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

**“Dated Date”** means September 24, 2020.

**“Debt Service Account”** means the Debt Service Account for General Obligation Temporary Notes, Series 2020-A (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Existing Notes"** means the Issuer's General Obligation Temporary Notes, Series 2019-A, dated as of October 24, 2019.

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

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

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

**"Funds and Accounts"** means funds and accounts created by or referred to in *Section 501* hereof.

**"Improvement Fund"** means the Improvement Fund for General Obligation Temporary Notes, Series 2020-A created pursuant to *Section 501* hereof.

**"Improvements"** means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

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

**“Interest Payment Date”** means the Stated Maturity of an installment of interest on any Note which shall be April 1 and October 1 of each year, commencing April 1, 2021.

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

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

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

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

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

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

**“Note Purchase Agreement”** means the Note Purchase Agreement dated as of September 10, 2020, between the Issuer and the Bank.

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

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

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

**“Notes”** means the General Obligation Temporary Notes, Series 2020-A, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

City of Edgerton, Kansas  
Attn: City Clerk  
P.O. Box 255  
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

**“Notice Representative”** means:

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

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

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

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

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

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

or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

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

**“Purchase Price”** means the amount set forth in the Note Purchase Agreement.

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

**“Rebate Fund”** means the Rebate Fund for General Obligation Temporary Notes, Series 2020-A created pursuant to *Section 501* hereof.

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

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

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

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

**“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 Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

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

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

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

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE NOTES

**Section 201. Authorization of the Notes.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2020-A, of the Issuer in the principal amount of \$3,115,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) refund the Existing Notes; and (c) pay Costs of Issuance.

**Section 202. Description of the Notes.** The Notes shall consist of a single fully registered note certificate in the amount of \$3,115,000 and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>
<b><u>October 1</u></b>	<b><u>Amount</u></b>	<b><u>of Interest</u></b>
2022	\$3,115,000	0.860%

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

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

The Issuer has selected Commerce Bank to serve as Placement Agent for the Notes.

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

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

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

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

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

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

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

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

**Section 205. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Note

Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

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

Notes may be transferred and exchanged only on the Note Register as provided in this Section. **An Owner shall only have the authority to transfer and exchange Notes in whole to a Qualified Lender.** “Qualified Lender” means (a) a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the “1933 Act”), (b) a savings and loan association or other institution described in Section 3(a)(5)(A) of the 1933 Act, or (c) a “Qualified Institutional Buyer” as that term is defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the 1933 Act.

Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

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

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

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

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner’s order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the



sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

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

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

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

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

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

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

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

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

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

**Section 210. Nonpresentment of Notes.** If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 211. Sale of the Notes – Note Purchase Agreement.** The Mayor is hereby authorized to enter into the Note Purchase Agreement between the Issuer and the Bank in substantially the form submitted to the governing body concurrently with the adoption of this Note 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 Note Purchase Agreement, the Issuer agrees to sell the Notes to the Bank for the Purchase Price, upon the terms and conditions set forth therein.

### ARTICLE III

#### REDEMPTION OF NOTES

**Section 301. Redemption by Issuer.**

**Optional Redemption.** At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

**Section 302. Selection of Notes to be Redeemed.** Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated

Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

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

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar, the State Treasurer and the Bank. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 10 days prior to the Redemption Date.

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

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

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

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

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

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

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

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

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the identification number, if any, of the Notes being redeemed with the proceeds of such check or other transfer.

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

## ARTICLE IV

### SECURITY FOR NOTES

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

taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

**Section 402. Levy and Collection of Annual Tax.** The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

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

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

## ARTICLE V

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

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

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2020-A;
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2020-A; and
- (c) Rebate Fund for General Obligation Temporary Notes, Series 2020-A.

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

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

- (a) All accrued interest received from the sale of the Notes shall be deposited in the Debt Service Account.
- (b) The remaining balance of the proceeds derived from the sale of the Notes, together with certain other funds of the Issuer in an aggregate amount sufficient to retire the Existing Notes, shall be deposited in the Improvement Fund.

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

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

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

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

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

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

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

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall

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

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

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

**Section 507. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

## ARTICLE VI

### DEFAULT AND REMEDIES

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

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

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

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

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

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

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

## ARTICLE VII

### DEFEASANCE

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



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

## ARTICLE VIII

### TAX COVENANTS

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

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

## ARTICLE IX

### CONTINUING DISCLOSURE

**Section 901. Exempt from Disclosure.** The Issuer has not prepared an official statement or other offering document relating to the Notes 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 Notes are being issued in denominations of \$100,000 or more; and (b) the Notes 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 Notes.

## 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 and a duplicate copy shall be provided to the Bank as set forth in the Note Purchase Agreement. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

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

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

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

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

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note Resolution

shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

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

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

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

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

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

**Section 1004. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the 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 Notes 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 Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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

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

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

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**ADOPTED** by the governing body of the Issuer on September 10, 2020.

(SEAL)

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Donald Roberts, Mayor

ATTEST:

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Chris Clinton, City Clerk

APPROVED AS TO FORM ONLY:

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Gilmore & Bell, P.C.

(Signature Page to Resolution)

**EXHIBIT A  
(FORM OF NOTES)**

**REGISTERED  
NUMBER \_\_\_\_\_**

**REGISTERED  
\$**

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF JOHNSON  
CITY OF EDGERTON  
GENERAL OBLIGATION TEMPORARY NOTE  
SERIES 2020-A**

**Interest  
Rate:**

**Maturity  
Date: October 1, 2022**

**Dated  
Date: September 24, 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 said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing April 1, 2021 (the “Interest Payment Dates”) until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note 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) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or

currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

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

**Authorization of Notes.** This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2020-A,” aggregating the principal amount of \$3,115,000 (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 12-685 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

**Redemption Prior to Maturity.** The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

**Transfer and Exchange.** This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. **A Registered Owner shall only have the authority to transfer and exchange Notes in whole to a Qualified Lender as described in the Note Resolution.** The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

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

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed

and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, the Issuer has caused this Note to be executed by the manual 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: (manual or facsimile)  
Donald Roberts, Mayor

ATTEST:

By: (manual or facsimile)  
Chris Clinton, City Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

(manual or facsimile)  
Chris Clinton, City Clerk



**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Note is one of a series of General Obligation Temporary Notes, Series 2020-A, of the City of Edgerton, Kansas, described in the within-mentioned Note Resolution.

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

Office of the State Treasurer,  
Topeka, Kansas,  
as Note 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 Note has been duly registered in my office according to law as of September 24, 2020.

WITNESS my hand and official seal.

(Facsimile Seal)

\_\_\_\_\_  
(facsimile)

Chris Clinton, City Clerk

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**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Seal)

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

Treasurer of the State of Kansas

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### NOTE ASSIGNMENT

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

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

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

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

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

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

Signature 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 Notes:

**GILMORE & BELL, P.C.**

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

(PRINTED LEGAL OPINION)

**NOTE PURCHASE AGREEMENT**

**BETWEEN**

**CITY OF EDGERTON, KANSAS**

**AND**

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

---

**\$3,115,000**

**GENERAL OBLIGATION TEMPORARY NOTES**

**SERIES 2020-A**

**DATED AS OF SEPTEMBER 24, 2020**

---

**\$3,115,000**  
**CITY OF EDGERTON, KANSAS**  
**GENERAL OBLIGATION TEMPORARY NOTES**  
**SERIES 2020-A**

September 10, 2020

Mayor and  
City Council  
City of Edgerton, Kansas

**NOTE PURCHASE AGREEMENT**

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Note 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 notes (the “Notes”), to be issued by the City of Edgerton, Kansas (the “City”), under and pursuant to a Resolution to be adopted by the City Council of the City (the “Governing Body”) on September 10, 2020 (the “Note Resolution”). All capitalized terms not specifically defined herein shall have the same meaning as defined in the Note Resolution, unless some other meaning is plainly indicated.

This offer is made subject to acceptance of this Note Purchase Agreement by or on behalf of the Governing Body on or before 11:59 p.m., applicable Central time, on September 10, 2020.

**SECTION 1. PURCHASE, SALE AND DELIVERY OF THE NOTES**

(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 Notes not later than 12:00 Noon, applicable Central time on September 24, 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, plus accrued interest from the Dated Date to the Closing Date (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 Notes on the Closing Date shall be herein called the “Closing.” The Notes shall be issued under and secured as provided in the Note Resolution and the Notes 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 Notes. The Notes shall contain such other provisions as are described in the Note Resolution.

(b) The City acknowledges and agrees that: (1) the purchase and sale of the Notes pursuant to this Note 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 Notes 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 Note 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 Notes.

(c) Payment of the Purchase Price for the Notes shall be made by federal wire transfer or certified or official bank check or draft 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 Notes shall be delivered and released upon the instructions of the Bank.

(d) The delivery of the Notes shall be made in definitive form, as fully registered Notes (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 Notes may be delivered in temporary form. The Notes 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 Notes 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 Notes, in substantially the form attached hereto as ***Exhibit C***. The Bank is not acting as an Underwriter with respect to the Notes. The Bank has no present intention to sell, reoffer, or otherwise dispose of the Notes (or any portion of the Notes or any interest in the Notes). The Bank has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Notes, and the Bank has not agreed with the City pursuant to a written agreement to sell the Notes 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 Notes 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 Notes 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 Notes 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 Notes.

## **SECTION 4. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE BANK**

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) The Bank is a national banking association with certain of its corporate offices located in Cincinnati, Ohio, and, pursuant to all necessary corporate action, is authorized to purchase the Notes and to execute and perform its obligations under this Note Purchase Agreement.

(b) The 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 Notes. The Bank has been furnished and has reviewed the provisions of the Note Resolution relating to the authorization of and security for payment of the Notes. Prior to the execution hereof, the 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 Notes and of the Note Resolution authorizing their issuance and providing for the payment thereof and the financial and investment merits and risks associated with the purchase of the Notes. On the basis of such information materials and the Bank's investigation and certain representations of the City set forth herein, the Bank has made the decision to purchase the Notes.

(c) The Bank is purchasing the Notes 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"). The Bank acknowledges that the Notes will not be registered under the 1933 Act or any applicable state securities law, and that the Notes will only be transferable as set forth in the Note 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 Note Resolution and this Note 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 Note Resolution; (2) the execution, delivery and performance of this Note 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 Note Resolution and this Note Purchase Agreement; and (4) the carrying out, giving effect to and consummation of the transactions contemplated by the Note Resolution and this Note Purchase Agreement. Executed counterparts of the Note 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 Note Resolution and this Note 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 Notes have been duly authorized by the City, and when issued, delivered and paid for as provided for herein and in the Note 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 Note 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 Notes 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 Note Resolution, this Note Purchase Agreement, the Notes 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, notes 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 Notes. 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 Note Resolution or the Notes.

(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 the *Kansas Municipal Audit and Accounting Guide* 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 Notes remain Outstanding, as follows:

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

(b) The proceeds of the Notes shall not be used in a manner which would jeopardize the exclusion of interest on the Notes 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 Notes 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 Notes, 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 Notes, 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 Notes 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 BANK'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 Note Resolution and the Notes 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 Note Resolution, the validity or enforceability of the Notes or the Note 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 Notes 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 Note Purchase Agreement; and (D) the representations and warranties of the City set forth in this Note Purchase Agreement were accurate and complete as of the date hereof and are accurate and complete as of the Closing Time.

Subsequent to Closing, the Bank shall receive a complete Transcript of the Proceedings relating to the issuance of the Notes consisting of original ink signed documents, which shall specifically include each of the forgoing 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. PAYMENT OF EXPENSES**

(a) Whether or not the Notes 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 Notes 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 Notes shall be paid by the City out of the proceeds of the Notes 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 Notes, this Note Purchase Agreement and all other agreements and documents contemplated hereby; (4) fees of the Note Registrar and Paying Agent designated by the City pursuant to the Note Resolution; (5) all costs and expenses of the City relating to the issuance of the Notes; and (6) Bank counsel fees not to exceed \$2,500 and out-of-pocket fees of the Bank not to exceed \$500.

## **SECTION 10. NOTICE**

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

(a) If to the City at: City of Edgerton, Kansas, P.O. Box 255, Edgerton, Kansas 66021, Attention: Karen Kindle, Finance Director.

(b) If to the Bank at: U.S. Bank National Association, 425 Walnut Street, Cincinnati, Ohio 45202, Attention: Cameron Parker.

## **SECTION 11. MISCELLANEOUS**

(a) This Note Purchase Agreement shall be binding upon the Bank, the City, and their respective successors. This Note 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 Note 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 Note 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 Note 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 Notes or (3) any termination of this Note Purchase Agreement.

(b) For purposes of this Note Purchase Agreement, "business day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

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

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

## **SECTION 12. ELECTRONIC TRANSACTIONS**

The transactions described herein may be conducted and documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

## **SECTION 13. EFFECTIVE DATE**

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

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Upon your acceptance of the offer, this Note 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 Note Purchase Agreement and returning it to the undersigned.

**U.S. BANK NATIONAL ASSOCIATION**  
**CINCINNATI, OHIO**  
as the Bank

Date: September \_\_, 2020  
Time: \_\_:\_\_.m.

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

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

**CITY OF EDGERTON, KANSAS**

Date: September \_\_, 2020  
Time: \_\_:\_\_.m.

By: \_\_\_\_\_  
Donald Roberts, Mayor

ATTEST: (Seal)

By: \_\_\_\_\_  
Chris Clinton, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lee Hendricks, City Attorney

***EXHIBIT A***

**\$3,115,000  
CITY OF EDGERTON, KANSAS  
GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 2020-A**

**CALCULATION OF PURCHASE PRICE**

Principal Amount	\$3,115,000
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**MATURITY SCHEDULE**

<b>Stated Maturity</b> <b><u>October 1</u></b> 2022	<b>Principal</b> <b><u>Amount</u></b> \$3,115,000	<b>Annual Rate</b> <b><u>Of Interest</u></b> 0.860%	<b><u>Price</u></b> 100%
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(Plus accrued interest from September 24, 2020)

**REDEMPTION OF NOTES**

**Redemption of Notes by City.**

At the option of the City, the Notes will be subject to redemption and payment prior to maturity as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the 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; provided, the City must provide at least 10 days' notice to the Bank prior to such redemption.

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***EXHIBIT B***

**FORM OF BOND COUNSEL OPINION**

[September 24, 2020]

Governing Body  
City of Edgerton, Kansas

U.S. Bank National Association  
Cincinnati, Ohio

Re:     \$3,115,000 General Obligation Temporary Notes, Series 2020-A, of the City of  
          Edgerton, Kansas, Dated September 24, 2020

We have acted as Bond Counsel in connection with the issuance by the City of Edgerton, Kansas (the “City”), of the above-captioned notes (the “Notes”). 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 authorizing the issuance and prescribing the details of the Notes.

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 Notes have been duly authorized, executed and delivered by the City and are valid and legally binding general obligations of the City.
2.       The Note Purchase Agreement has been duly authorized, executed and delivered by the City and is a valid and legally binding obligation of the City.
3.       The Note Resolution has been duly authorized and is a valid and legally binding obligation of the City.
4.       The Notes are payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The City is required by law to include in its annual tax levy the principal and interest coming due on the Notes to the extent that necessary funds are not provided from other sources.
5.       The interest on the Notes 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 Notes 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 Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. The Notes 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 Notes.

6. The interest on the Notes is exempt from income taxation by the State of Kansas.

The rights of the owners of the Notes 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**

**BANK'S RECEIPT FOR NOTES AND CLOSING CERTIFICATE**

**\$3,115,000**

**CITY OF EDGERTON, KANSAS  
GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 2020-A**

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

**1. Receipt for Notes.** The Bank acknowledges receipt on the date hereof of all of the Notes, consisting of fully registered Notes 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 Notes for the amount of \$3,115,000. The Bank is not acting as an Underwriter with respect to the Notes. The Bank has no present intention to sell, reoffer, or otherwise dispose of the Notes (or any portion of the Notes or any interest in the Notes). The Bank has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Notes, and the Bank has not agreed with the City pursuant to a written agreement to sell the Notes 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 Notes 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 Notes 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 Notes 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 Notes, 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 Notes and other federal income tax advice that it may give to the City from time to time relating to the Notes.

Dated: September 24, 2020

**U.S. BANK NATIONAL ASSOCIATION**

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



## City Council Action Item

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**Council Meeting Date:** September 10, 2020

**Department:** Public Works

### **Agenda Item: Consider the Purchase of a Seal Master TR-125 DA Crack Sealing Machine from Seal Master of Kansas City.**

**Background/Description of Item:**

In 2019 City Council directed staff in the annual Budget that the Crack Seal Machine be added to the 2020 Vehicle and Equipment Budget for purchasing in the 2020 Budget Cycle. On August 22, 2019 City Council approved the budget for 2020, which included the purchase of this equipment. On June 25, 2020 the purchase of the Crack Seal Machine was confirmed during the annual Budget. On August 13, 2020 City Council approved the 2021 budget, which included the Current Program for Vehicle and Equipment: 2020-2021.

At the present time the department rents a machine from PMSI twice a year to handle some of the annual crack sealing duties. At times, the scheduling of the rental unit has been difficult, weather is not conducive for completing crack sealing activities, the transportation of the rental unit to and from PMSI is a considerable constraint in staff time and dedicating staff time to only completing crack sealing activities does not allow for flexibility in the work day.

Crack Sealing is a preventative maintenance activity that is used to reduce the amount of water making its way through and into an asphalt roadway, or a concrete joint. Crack sealing is one of the most cost effective and helpful preventative maintenance activities throughout the life of the roadway. With the continued investment in both improving the street network and more in-depth maintenance activities the addition of a Crack Seal Machine will provide the City of Edgerton the flexibility to expand our ability to provide preventative measures, reduce the response time to seal cracks and expand our sealing program. The expansion of this program will include sealing activities following major maintenance and reconstruction projects.

The Vehicle and Equipment Policy requires the preparation of the specifications for the replacement of equipment with an effort for those to be as "standard" as possible to provide for economical and efficient repairs. It also requires that the City first use cooperative purchasing partnerships. Staff used Sourcewell Cooperative Purchasing formerly National Joint Powers Alliance (NJPA) to access competitively solicited bids. From Sourcewell, two local distributors/dealers were solicited for bids. A third bid was obtained from a company outside Sourcewell to meet the requirements of the City's purchasing policy. The provided three bids, all meeting minimum requirements.

Staff recommends the purchase of the lowest and best bid, a Seal Master TR-125 DA for \$57,804. This unit will be purchased from Seal Master of Kansas City. If approved, expenditures are scheduled to occur in 2020.

**Related Ordinance(s) or Statute(s):**

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**Funding Source:** Vehicle and Equipment

**Budget Allocated:** \$80,000

x 

**Finance Director Approval:** Karen Kindle, Finance Director

---

**Recommendation: Consider the Purchase of a Seal Master TR-125 DA Crack Sealing Machine from Seal Master of Kansas City in an Amount Not to Exceed \$57,804.**

**Enclosed:** Crack Sealer Quotes  
Requisition Form Crack Seal Machine  
Current Program 2020-2021 w/  
Fund Summary from 2021 Budget Approval (8-13-2020)

**Prepared by:** Dan Merkh, Public Works Director

Model/Part #	Description	USD
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### KERA145HD

### Rubberized Asphalt Kettle - Oil Heated Hose & Wand

\$  
46,650.00

Standard Unit:

145 gal. Material bath  
23hp Liquid Cooled, 3 Cylinder, Kohler Diesel Engine  
Single 320,000 BTU Diesel Burner  
Automatic Temperature Control w/Digital Thermostat & Dual Digital Controls  
Hydraulic Agitation  
18 ft. Oil Heated Hose System  
10 lb. Fire Extinguisher c/w Bracket  
Heated Applicator Wand with 3" O.D. Swivel Sealing Shoe  
Overnight Heating  
(2) 3500 lb Axles with 205/75 R15 Tires with Electric Brakes on both axles  
Electric Breakaway Switch c/w Battery  
Adjustable Pintle Style Hitch  
DOT/Transport Canada approved LED trailer lighting  
Heavy Duty, Top Wind, Trailer Jack  
7 Pin Trailer Plug  
**Painted Black**

#### Optional Equipment/Accessories:

06-1196-OPT	80 CFM Air Compressor with 40 ft. air hose	\$ 12,250.00
06-1460-OPT	Engine Cover for Diesel Engine	\$ 1,175.00
06-1148M	Spare Tire & Rim, Mounted	\$ 690.00

#### Safety Options:

06-1140-OPT	Strobe Light	\$ 480.00
06-1028-OPT	Slow Moving Vehicle Sign	\$ 135.00
06-1063B	Flashing Arrow Stick Upgrade, with LED Arrow Ends	\$ 2,330.00
08-1009D-OPT	200,000 BTU Hand Held Vapor Propane Torch c/w 15' Propane Hose and Bottle Holder (for diesel fired units)	\$ 579.00
12-1011-OPT	2" Gravity Pour Molasses Valve (oil jacketed)	\$ 1,425.00
06-1139-OPT	Burner indicator strobe light - green	\$ 495.00

Model/Part #	Description	USD
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### 08-3000

### HACC2V Hot Air Lance

\$ 3,075.00

Standard Unit:

2500°F Air Output Temperature  
Stainless Steel Torch Assembly  
40 ft. Air Hose  
40 ft. Propane Hose with Regulator and Gauge  
Adjustable Shoulder Strap

#### Optional Equipment/Accessories:

08-3005	Wheel Kit	\$ 350.00
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6165 W. Detroit St.  
Chandler, AZ 85226  
(602) 276-0406 (800) 528-8242  
FAX: (480) 940-0313

**QUOTE #**

**BBBQ36907**

Date Quoted 3/23/2020

EXPIRATION DATE 8/22/2020

<b>Quote To:</b>	<b>Account Code:</b>	920683	<b>Ship To:</b>	<b>Account Code:</b>	920683
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**CITY OF EDGERTON**

**Mike N/A**

404 EAST NELSON  
EDGERTON, KS 66021  
US

**Mobile:**

**Phone:**

**Fax:**

**Email:**

CITY OF EDGERTON

404 EAST NELSON  
EDGERTON, KS 66021  
US

Mike N/A

<b>Project Title:</b>	<b>Edgerton Sourcewell SS125 DC 2020</b>
-----------------------	--

**Bid Date:**

**Bid Number:**

**Project Start Date:**

**Ship Before:**

**Quote Effective Dates:** 3/23/2020 TO 8/22/2020

**Terms:** NET 30

**F.O.B.:** PPD-ADD FREIGHT

**Ship Via:** Truck/Common Carrier

**Sales Group:**

**Quoted By:** Dave Keener

**Sales Office:** 255- Dave Keener

**Estimated Time to Ship After Receipt of Order:** Quoted at time of order

<b>Customer:</b>	<b>CITY OF EDGERTON</b>	<b>Quote Number</b>	BBBQ36907
<b>Project Title:</b>	<b>Edgerton Sourcewell SS125 DC 2020</b>	<b>Date</b>	03-23-20

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER**

Part #	Description	Unit	Qty.	Retail	Quote Price	Ext. Price
47400-SRC	SUPERSHOT 125D W/100 CFM COMPRESSOR	EA	1	\$69,660.0000	\$69,660.0000	\$69,660.0000
20014-SRC	3" PINTLE HITCH	EA	1	\$114.2400	\$114.2400	\$114.2400
24227-SRC	SEVEN PIN ROUND BLADE CONNECTOR	EA	1	\$0.0000	\$0.0000	\$0.0000
24095K-SRC	STROBE LIGHT KIT INSTALLED	EA	1	\$273.6000	\$273.6000	\$273.6000
26058-SRC	10# FIRE EXTINGUISHER (MUST ORDER 26059 TO MOUNT)	EA	1	\$192.0000	\$192.0000	\$192.0000
26059-SRC	FIRE EXTINGUISHER BRACKET	EA	1	\$76.0000	\$76.0000	\$76.0000
26119-SRC	3/8" SAFETY HOOK W/ LATCH (2 REQUIRED)	EA	2	\$52.0000	\$52.0000	\$104.0000
47500N-SRC	ENGINE COVER ASSY 4LE2T	EA	1	\$2,440.0000	\$2,440.0000	\$2,440.0000
43549-SRC	SPARE TIRE KIT	EA	1	\$296.0000	\$296.0000	\$296.0000
20150-SRC	39" HITCH EXTENSION	EA	1	\$608.0000	\$608.0000	\$608.0000
51177-SRC	AUTOLOADER (MUST ORDER HITCH EXTENSION)	EA	1	\$7,280.0000	\$7,280.0000	\$7,280.0000

**Total** \$81,043.84

**COMMENTS:**

Here is the quote you requested.

The last two line items would be left off if Auto Loader is not needed. 39" Hitch Extension and Auto Loader

03/24/20 09:53:38

We value your business.

Page 1 of 2

<b>Customer:</b>	<b>CITY OF EDGERTON</b>
<b>Project Title:</b>	<b>Edgerton Sourcewell SS125 DC 2020</b>

<b>Quote Number</b>	<b>BBBQ36907</b>
<b>Date</b>	<b>03-23-20</b>

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER**

<b>Part #</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Retail</b>	<b>Quote Price</b>	<b>Ext. Price</b>
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items.

This is using Sourcewell Purchasing Agreement.

**NOTE:**

**WARNING:**

Products on this quote may be labeled in accordance with California Proposition 65.  
California purchasers refer to <http://crafco.com/resources/Prop-65.xlsx>

For Terms and Conditions of purchases go to: [www.crafco.com/Terms-of-Sale.pdf](http://www.crafco.com/Terms-of-Sale.pdf)

Quantities may be limited at Crafco's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

**FOB DEFINITIONS:**

CFR- Seller pays for the carriage of goods up to the named port of destination.

CIF- Same as CFR with exception that the seller is required to obtain insurance for the goods while in transit to the named port of destination.

CIP- Same as CPT with exception that the seller is required to obtain insurance for the goods while in transit.

COL- Collect

CPT- Seller pays for the carriage of the goods up to the named place of destination.

DAF- Seller pays for transportation to the named place of delivery at the frontier. Rail or Road.

DAP- Seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination.

DDP- Seller is responsible for delivering the goods to the named place in the country of the buyer, and pays all costs in bringing the goods to the destination including import duties and taxes.

DDU- Seller delivers the goods to the buyer to the named place of destination in the contract of sale.

DEQ- Same as DES, but the passing risk does not occur until the goods have been unloaded at the port of discharge.

DES- Seller pays the same freight and insurance costs but the passing risk does not occur until the ship has arrived at the named port of destination and the goods made available for unloading to the buyer.

DLB- Delivered, buyer pays.

DLV- Delivered, seller pays.

EXW- Seller makes the goods available at their premises, or at another named place.

FAS- Seller delivers when the goods are placed alongside the buyer's vessel at the named port of destination.

FCA- Seller delivers the goods, cleared for export, at a named place (possibly including the seller's own premises).

FH- Free House.

FOB- Seller bears all costs and risks up to the point the goods are loaded on board the vessel.

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

UN- Not free.

**Pavement Preservation Products Restocking Policy**

Crafco will only accept the return of products that have been authorized in writing in advance. To obtain authorization contact your customer service representative. A written authorization will be faxed or emailed to you. A copy of the RETURN AUTHORIZATION must accompany the material being returned.

Not all products are returnable. Products that have a shelf life or are considered made to order or special order may not be returned. No used parts may be returned.

All returns are subject to restocking charges.

All products returned must be in the original packaging and be in good and salable condition. Crafco reserves the right to charge repackaging charges in addition to restocking charges.

**Restocking Charges**

PARTS (\*) 15%

EQUIPMENT Non Returnable

SEALANT (\*) 25%

SILICONE Non Returnable

GEOCOMPOSITES Non Returnable

MASTIC (\*) 25%

POLYPATCH (\*) 25%

TECHCRETE (\*) 25%

OTHER STANDARD INVENTORIED ITEMS (\*) 25%

CUSTOMER IS RESPONSIBLE FOR ALL SHIPPING COST ON RETURNED MATERIALS.

(\*) Not all purchases are returnable. Any part or product that is non-standard or obsolete is not returnable. Request information on the acceptability for returns for any specific product when ordering.

## Seal Master crack sealer

TR-125D Heated Hose Cost \$48,875 delivered **Promo \$41,543**

TR-125DA Heated Hose w/Air Compressor, Kubota Engine Upgrade Cost \$65,480 delivered **Promo \$55,658**

(pricing does not include tax if applicable)

If you are interested in any of these units I can offer you a 15% discount (reflected in the promo price above) if ordered within the next 30 days.

Also, **Direct fire** units impose heat **directly** onto the sealant. **Oil-jacketed** machines are designed to melt sealer using heat transfer **oil** as a medium, where there's less chance for burning and scorching.

## Additional

- 10 LBS fire extinguisher \$375
- strobe light set up - \$250
- spare tire assembly - \$209
- spare tire bracket - \$187
- engine cover - \$1,125
- pintle hitch - standard feature
- 7 pin connector - standard feature
- **TOTAL COST FOR ADDITIONAL FEATURES: \$2,146 (not including tax if applicable)**

**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: \_\_\_\_\_ Budget Available: ☐ \_\_\_\_\_

Department Head Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

vs. 01.07.20

City of Edgerton  
Vehicle Equipment Replacement  
Recommended Current Program 2020-2021

Priority #	Equipment Description																	
		Dept.	Equip Type	Purch Year	Model Year	Current Mileage/ Hours	Est. Yearly Mileage/ Hours	Usage Frequency	General Condition	Effectiveness	Approved Budget	Projected Replace Cost	Order Year	Payment Year	Alloc % Fund 13 General	Alloc % Fund 27 Water	Alloc % Fund 37 Sewer	
		Purchase Approval - Council																
1	Asphalt Crack Seal Machine (trailer mounted)	PW	Equipment	New	New	New	New	New	New	New	\$ 50,000	\$ 80,000	2020	2020	100%	0%	0%	
2	Wheel Loader	PW	Equipment	New	New	New	New	New	New	New	\$ 200,000	\$ 184,000	2020	2020	100%	0%	0%	
3	Ford F-250 4WD	PW	Vehicle	2000	2000	102,721	8000 +	Daily	Good	Effective	\$ 45,000	\$ 45,000	2020	2020	100%	0%	0%	
4	Tandem Dump Truck	PW	Heavy Truck	New	New	New	New	New	New	New	\$ 250,000	\$ 250,000	2020	2021	100%	0%	0%	
5	Storm Siren	PW	Storm Siren	New	New	New	New	New	New	New	\$ 26,000	\$ 26,000	2021	2021	100%	0%	0%	
6	Storm Siren	PW	Storm Siren	New	New	New	New	New	New	New	\$ 26,000	\$ 26,000	2022	2022	100%	0%	0%	

Purchase Approval - City Administrator

1	Motor Grader Scarifier	PW	Equipment	New	New	New	New	New	New	New	\$ 10,000	\$ 4,900	2020	2020	100%	0%	0%
2	Portable Radios	PW	Equipment	New	New	New	New	New	New	New	\$ 8,800	\$ 7,300	2020	2020	100%	0%	0%

Contract Payments

1	Elgin Broom Badger Street Sweeper	PW	Equipment	2016	2016	500	1,500	Weekly	Excellent	Very Effective	\$ 39,456	lease 16-20	lease 16-20	lease 16-20	100%	0%	0%
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Year updated.



**City of Edgerton**  
**Vehicle & Equipment Replacement**  
**Fund Summary 2019-2025**

**Fund 13 - General Equipment Reserve Fund**

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Beginning Balance, Jan 1</b>	\$ 385,771	\$ 379,281	\$ 343,625	\$ 192,625	\$ 291,625	\$ 394,076	\$ 453,576
<b>Transfers in or Other Revenues</b>	85,905	325,000	125,000	125,000	125,000	125,000	125,000
<b>Vehicle/Equipment Purchases</b>	(92,395)	(360,656)	(276,000)	(26,000)	(22,549)	(65,500)	(152,783)
<b>Ending Balance, 12/31</b>	<u>\$ 379,281</u>	<u>\$ 343,625</u>	<u>\$ 192,625</u>	<u>\$ 291,625</u>	<u>\$ 394,076</u>	<u>\$ 453,576</u>	<u>\$ 425,793</u>

**Fund 27 - Water Equipment Reserve Fund**

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Beginning Balance, Jan 1</b>	\$ 82,992	\$ 53,007	\$ 53,007	\$ 53,007	\$ 53,007	\$ 14,507	\$ 14,507
<b>Transfers in or Other Revenues</b>	-	-	-	-	-	-	-
<b>Vehicle/Equipment Purchases</b>	(29,985)	-	-	-	(38,500)	-	(5,400)
<b>Ending Balance, 12/31</b>	<u>\$ 53,007</u>	<u>\$ 53,007</u>	<u>\$ 53,007</u>	<u>\$ 53,007</u>	<u>\$ 14,507</u>	<u>\$ 14,507</u>	<u>\$ 9,107</u>

**Fund 37 - Sewer Equipment Reserve Fund**

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Beginning Balance, Jan 1</b>	\$ 67,333	\$ 67,612	\$ 117,612	\$ 167,612	\$ 167,612	\$ 54,112	\$ 54,112
<b>Transfers in or Other Revenues</b>	30,131	50,000	50,000	-	-	-	-
<b>Vehicle/Equipment Purchases</b>	(29,852)	-	-	-	(113,500)	-	(12,400)
<b>Ending Balance, 12/31</b>	<u>\$ 67,612</u>	<u>\$ 117,612</u>	<u>\$ 167,612</u>	<u>\$ 167,612</u>	<u>\$ 54,112</u>	<u>\$ 54,112</u>	<u>\$ 41,712</u>

## City Council Action Item

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**Council Meeting Date:** September 10, 2020

**Department:** Public Works

### **Agenda Item: Consider the Purchase of a Mack Granite 64FR (Tandem Axle Dump Truck) to be Purchased from Westfall GMC Truck (Mack) and the Corresponding Equipment Upfit from American Equipment.**

**Background/Description of Item:**

In 2019 City Council directed staff in the annual Budget that the Tandem Dump Truck be added to the 2020 Vehicle and Equipment Budget for purchasing in the 2020 Budget Cycle. On August 22, 2019 City Council approved the budget for 2020, which included the purchase of this equipment. On June 25, 2020 the purchase of the Tandem Dump Truck was confirmed during the annual Budget. On August 13, 2020 City Council approved the 2021 budget, which included the Current Program for Vehicle and Equipment: 2020-2021.

With the proposed Tandem Axle Dump Truck, the department will have the capability to haul approximately sixteen (16) tons of material at one time. With the ability to haul additional material this unit will allow staff to make fewer trips to pick up bulk material. The Tandem Dump Truck will handle much of the hauling of material for the Public Works Department. These essential functions include hauling of Asphalt, Rock, Topsoil, and other bulk material used in the day to day operations of the Public Works Department. With the growth at LPKC and the corresponding increase in the number of roadways that the City must maintain, the addition of the Tandem Axle Dump Truck will make winter operations and snow removal more effective and efficient. This unit replaces the Tandem lost in the 2017 flood.

The Vehicle and Equipment Policy requires the preparation of the specifications for the replacement of equipment with an effort for those to be as "standard" as possible to provide for economical and efficient repairs. It also requires that the City first use cooperative purchasing partnerships. Staff used Sourcewell Cooperative Purchasing formerly National Joint Powers Alliance (NJPA) to access competitively solicited bids. From Sourcewell, three local distributors/dealers were solicited for bids. From this process, three lowest bids were submitted, with all three meeting minimum requirements.

The upfit was competitively bid locally from the only two companies that specialize in snow removal items. Both companies submitted bids, with Kranz of Kansas City submitting an electronic system and material type that did not meet the minimum specifications. Kranz of Kansas City also did not include a brine system in their submission. American Equipment's bid did meet minimum specifications and minimum requirements as requested.

Staff recommends the purchase of lowest and best bid, a Mack Granite 64FR (Tandem Axle Dump Truck) for \$233,542. Budget allocation for this equipment is \$250,000. This unit will be purchased through the Sourcewell Cooperative Purchasing, through Westfall GMC Truck (Mack) and the corresponding upfit will be completed by American Equipment. If approved, expenditures are scheduled to occur in 2021 due to lead time in manufacturing.

**Related Ordinance(s) or Statute(s):**

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**Funding Source:** Vehicle and Equipment

**Budget Allocated:** \$250,000

x *Karen E. Kindle*

**Finance Director Approval:** Karen Kindle, Finance Director

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**Recommendation: Consider the Purchase of a Mack Granite 64FR (Tandem Axle Dump Truck) to be Purchased from Westfall GMC Truck (Mack) and the Corresponding Equipment Upfit from American Equipment in an Amount Not to Exceed \$233,542.**

**Enclosed:** Tandem Axle Dump Truck Quotes  
Upfit Quotes  
Requisition Form Tandem Axle Dump Truck  
Current Program 2020-2021 w/  
Fund Summary from 2021 Budget Approval (8-13-2020)

**Prepared by:** Dan Merkh, Public Works Director

**From:** [Patrick Huff](#)  
**To:** [Trey Whitaker](#)  
**Cc:** [Jacob Watt](#)  
**Subject:** Re: Mack Granite  
**Date:** Tuesday, August 18, 2020 3:15:23 PM  
**Attachments:** [2021 Mack Granite Chassis Specs 46K RA with Haulmaxx City of Edgerton.pdf](#)  
[Mack Exhaust Aftertreatment System Coverage Certificate.pdf](#)  
[Mack Engine Plan 2 Coverage Certificate.pdf](#)  
[Mack Chassis Protection Plan 2 Coverage Certificate.pdf](#)

---

Trey,

Please see attached spec as it is the same as before.

2021 Mack Granite Chassis Only: \$117,384.00

Standard Warranty Applies

Optional Warranty:

Chassis Plan 2 60months/100,000miles: \$2,275

Engine Plan 2 84months/250,000miles: \$4,625

Exhaust Aftertreatment 84months/250,000miles: \$1,008

Allison Transmission 60months/unlimited: \$826

Coverage Certificates for the Mack Warranties are attached below as well.  
Please let me know if you have any questions.

## Patrick Huff

Mack Truck Sales Manager

Westfall O'Dell Truck Sales

Ph: (816) 459.3127

Mobile: (816) 729.6053

Fax: (816) 459.3203

[phuff@westfallgmc.com](mailto:phuff@westfallgmc.com)

[View Our New Truck Inventory](#) | [View Our Used Truck Inventory](#)



On Mon, Aug 17, 2020 at 3:19 PM Trey Whitaker <[twhitaker@edgertonks.org](mailto:twhitaker@edgertonks.org)> wrote:

Patrick.

Wanted to touch base with you and see if you had received the custom quote for the chassis coverage? As well are the previous numbers still valid?

Trey Whitaker



OZARK KENWORTH, INC. ("Dealer")  
doing business as: MHC KENWORTH - OLATHE

## NEW TRUCK ORDER

OLATHE, KS 66061  
1301 SOUTH HAMILTON CIRCLE  
1-913-829-1444

<b>PURCHASER</b>			<b>ADDRESS</b>			
City of Edgerton			710 N Nelson St			
<b>BUSINESS PHONE</b>	<b>OTHER PHONE</b>		<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>COUNTY</b>
913-292-4077			Edgerton	Ks	66021	
<b>QUANTITY</b>	<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>BODY TYPE</b>		<b>SALESPERSON</b>
1	2021	KW	T800			PHILIP CONNEALY
<b>STOCK NUMBER</b>		<b>COLOR</b>	<b>TO BE DELIVERED ON OR ABOUT</b>			<b>FINANCIAL SOURCE</b>
			08/14/2020			Cash
<b>SERIAL NUMBERS</b>						
<b>PRICE OF VEHICLE(s) W/O FET</b>						\$128,403.46
2021 Kenworth T800, extended front frame rails, FEPTO, Paccar MX-13 455hp, Allison 4500RDS transmission 6-spd, Paccar 20,000lbs front axle, Meritor Rt46-160 rear axle rated at 46,000-lbs, Full Lockers and Cross Lockers, Henderickson HAULMAAX 460 suspension, Goodyear Endurance LHS 295/75R22.5 steer tires with aluminum wheels, Bridgestone M770 11R22.5 drive tires with white steel wheels, Extended frame rails 10 3/4 frame rail with a full insert, 90 gallon fuel tank, 20 gallon DEF tank, Full truck kit, base factory warranty.						

TRADE TERMS AGREEMENT APPLICABLE ☒ YES

**NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.**

<b>DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT</b>			<b>ADD F.E.T.</b>	
<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SUBTOTAL</b>	
			\$128,403.46	
			<b>BUSINESS TAX</b>	
<b>SERIAL NUMBER</b>			<b>SALES TAX</b>	
			<b>LOCAL TAX</b>	
<b>BALANCE OWED TO</b>			<b>DOCUMENTATION FEE</b>	
			<b>REGISTRATION FEES</b>	
			<b>TOTAL DELIVERED PRICE</b>	
			\$128,403.46	
			<b>LESS: TRADE-IN ALLOWANCE</b>	
			<b>LESS: BALANCE OWED ON TRADE-IN</b>	
			<b>TRADE-IN EQUITY</b>	
			<b>LESS: CASH DEPOSIT SUBMITTED WITH ORDER</b>	
<b>PURCHASER'S CERTIFICATION</b> Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:  1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.  2. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.			<b>CASH DUE ON DELIVERY</b> (Includes above Taxes, but may not be inclusive of all Applicable Taxes)	
			<b>UNPAID BALANCE</b> (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery	
			\$128,403.46	
			<b>READ ALL PAGES OF THIS ORDER</b> <b>THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER AND CONTAIN PROVISIONS REGARDING THE DISCLAIMER OF IMPLIED WARRANTIES AND/OR LIMITATIONS OF CERTAIN DAMAGES. THESE DISCLAIMERS AND LIMITATIONS MAY BE PROHIBITED OR UNENFORCEABLE IN SOME STATES. TO THE EXTENT THIS ORDER IS GOVERNED BY THE LAWS OF SUCH STATE, THE DISCLAIMERS AND/OR LIMITATIONS SHALL NOT APPLY.</b>  <b>THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.</b>  <b>THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF. ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF INVOICE.</b>  <b>ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.</b>	

**THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**  
**TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT**

<b>SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :</b>	<b>DATE</b>	<b>ACCEPTED BY DEALER</b>	<b>DATE</b>

(21-124997-172114)

TRCK-SALE-WI-4.3-02-B (REV 06/18)

Customer Initials \_\_\_\_\_

MHCUDI795000

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

**1. PRICE REVISION:** The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

**2. DEALER NOT AGENT OF MANUFACTURER:** It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

**3. DISCLAIMER OF WARRANTY:** General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

**New Vehicles:** There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

**Used Vehicles:** If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. Purchaser represents that it has been given the opportunity to thoroughly inspect the Vehicle and Purchaser assumes the entire cost of service and repair and loss with respect to any defect which could have reasonably been discovered by Purchaser's inspection. **THE DISCLAIMER AND/OR LIMITATIONS CONTAINED HEREIN MAY BE PROHIBITED OR UNENFORCEABLE IN SOME STATES. TO THE EXTENT THIS ORDER IS GOVERNED BY THE LAWS OF SUCH STATE, THE DISCLAIMER AND/OR LIMITATIONS CONTAINED HEREIN SHALL NOT APPLY.**

**4. LIMITATION OF LIABILITY:** DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. **THE DISCLAIMER AND/OR LIMITATIONS CONTAINED HEREIN MAY BE PROHIBITED OR UNENFORCEABLE IN SOME STATES. TO THE EXTENT THIS ORDER IS GOVERNED BY THE LAWS OF SUCH STATE, THE DISCLAIMER AND/OR LIMITATIONS CONTAINED HEREIN SHALL NOT APPLY.**

**5. TRADE-IN VEHICLE:** If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such trade-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

**6. PURCHASER'S REPRESENTATIONS AND WARRANTIES:** Purchaser hereby represents and warrants

that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the anybody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade -in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage.

**7. FAILURE OR REFUSAL TO ACCEPT DELIVERY:** Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade-in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

**8. TAXES:** Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

**9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE:** Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

**10. NOTICES:** Purchaser agrees to promptly notify Dealer in writing of any event, occurrence or condition of the Vehicle which Purchaser claims gives rise to a claim of liability against Dealer, whether in contract, tort, or otherwise and to provide Dealer with an opportunity to cure the problem(s) that give rise to such claim, with such notice being provided no later than thirty (30) days after discovery of the event, occurrence or condition at issue. Notwithstanding the foregoing, Purchaser must demand arbitration within twelve (12) months of discovery of the event, occurrence or condition giving rise to such claim. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (a) if delivered in person to the party entitled to receive such notice, (b) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this, or (c) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

**11. ARBITRATION:** Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**12. EXPENSES AND COSTS:** Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

**13. MISCELLANEOUS:** This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.

**From:** [Matt Taliaferro](#)  
**To:** [Trey Whitaker](#)  
**Subject:** RE: Kansas City Peterbilt  
**Date:** Tuesday, August 18, 2020 5:05:56 PM  
**Attachments:** [Scanned from a Xerox Multifunction Printer.pdf](#)

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Trey,

Sorry for the delay, ran into a lot of issues on this request.

As I mentioned earlier we can't put anything bigger than a 350HP PX9 in a model 348.

I attached the spec for a 367 model for you. Peterbilt doesn't offer a FEPTO provision for a snowplow with an Cummins X15 engine so the only option is the PACCAR MX15.

Take a look at the specs and let me know how it looks.

Pricing on the unit NON-FET due to you guys being a municipality is \$132,972

Let me know how the spec looks or if you want to go back to the 348 option with the smaller PX9 350 HP engine.

Thank you again for the opportunity.

### **Matt Taliaferro**

Sales  
Peterbilt of Kansas City  
PacLease  
Utility Trailer Sales of Kansas City  
8915 Woodend Road.  
Kansas City, KS 66111  
913.441.2020 ext 2247 office  
913.441.9590 fx  
913.957.9673 cell  
[matttaliaferro@kcpete.com](mailto:matttaliaferro@kcpete.com)  
[www.kcpete.com](http://www.kcpete.com)  
[www.utilitytrailersofkc.com](http://www.utilitytrailersofkc.com)



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**From:** Trey Whitaker <[twhitaker@edgertonks.org](mailto:twhitaker@edgertonks.org)>  
**Sent:** Monday, August 17, 2020 9:32 PM  
**To:** Matt Taliaferro <[matttaliaferro@kcpete.com](mailto:matttaliaferro@kcpete.com)>  
**Cc:** Chase Forrester <[cforrester@edgertonks.org](mailto:cforrester@edgertonks.org)>  
**Subject:** Re: Kansas City Peterbilt



EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

## QUOTATION

DATE	Quotation #
4/16/2020	041620/10JB

NAME / ADDRESS
City of Edgerton PO Box 255 Edgerton, KS 66021

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
120 - 150 day...	Due on Rece...	JLB			
QTY	ITEM	DESCRIPTION	U/M	COST	Total
1	300	BUDGET #'s  Warren Model FL-16 steel dump package: - 16 foot 13 to 16 cubic yard capacity - 3/16" A1011 steel floor - 40" 10. GA A1011 steel sides - 48" 10 GA. A1011 steel tailgate w/air release - 24" full width cab shield - Back up alarm & mudflaps - 3 rung fold in ladder - LED lighting package - (4) LED amber strobes & mini light bar - Electric tarping system - 1" pull plate, pintle hook, D-rings, & trailer plug - Painted black or white Force America central hydraulic & controls - Front mounted pump - 5100EX-3 in cab control console with joy sticks - Set up for dump, plow, spreader, Pre wet, & anti ice - Hydraulic lines with quick disconnects for plow & spreader Henke Model 36R12IS-ECT front plow: - Universal quick hitch - Plow lights & brackets - 36" high x 12' wide - Carbide cutting edge - Carbide 11" mushroom shoes - Plow markers & rubber deflector		88,899.00	88,899.00
Quoted by John Blogin				<b>Total</b>	





EQUIPMENT CO.  
3250 Harvester Road  
Kansas City, Kansas 66115  
(Phone) 913-342-1450 (Fax) 913-342-1377  
sales@americanequipment.us

## QUOTATION

DATE	Quotation #
4/16/2020	041620/10JB

NAME / ADDRESS
City of Edgerton PO Box 255 Edgerton, KS 66021

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
120 - 150 day...	Due on Rece...	JLB			
QTY	ITEM	DESCRIPTION	U/M	COST	Total
		- Painted orange Warren Model AC-2400-16 Spreader - 304 Stainless Steel construction - 82" wide & 52" tall - 7" auger with 22" spinner disc - Tail gate latch bar with front chain & binders - Galvanized spreader stand VariTech Pre Wet & Anti Ice: - Dual 100 gallon tanks with SS mounting hardware - Electric pump with controls operated thru Force in cab controls ALL OF THE ABOVE INSTALLED OPTION/S: Stainless steel dump in-lieu of steel quoted above (ADD \$ 2,675)  Henke Parallel front plow hitch in-lieu of universal quick hitch (ADD \$ 5,088)			
1	300	VariTech Anti-Ice unit: - 1620 Gallon Galvanized 3 Lane Anti-Ice System - Hydraulic Closed Loop - Leg Kit - Baffle Balls - Stainless Steel Spray Bar - Tailgate latch bar & tie downs ALL OF THE ABOVE INSTALLED		16,674.00	16,674.00
Quoted by John Blogin				<b>Total</b>	\$105,573.00

**This quote is valid for 30 days. Applicable taxes not included.**



**QUOTE**

**The Best in Truck Equipment**

2012 Television Place. Kansas City, MO 64126

816-231-9995 / Fax 816-920-6226

<b>Date</b>	<b>2/25/20</b>	<b>Vehicle Make</b>		<b>Engine</b>		<b>W/B</b>	
<b>PO Number</b>		<b>Model</b>		<b>Trans.</b>		<b>Color</b>	
<b>Salesman</b>	<b>Chip</b>	<b>Year</b>		<b>C/A</b>		<b>Vin</b>	
<b>Customer</b>	<b>City of Edgerton</b>						
<b>Contact name</b>	<b>Trey Whitaker</b>						
<b>Street address</b>	<b>404 East Nelson</b>						
<b>City</b>	<b>Edgerton</b>						
<b>ST</b>	<b>Ks, 66021</b>						
<b>End User</b>	<b>16' Tandem Dump plow truck</b>						
<b>Phone</b>	<b>913-893-6231</b>						
<b>Fax</b>							
<b>E-mail</b>	<b>twhitaker@edgerronks.org</b>						

<b>Qty</b>	<b>Part Number</b>	<b>Description</b>	<b>Price</b>	<b>Total</b>
<b>1</b>	<b>Quote</b>	<b>Henderson 16' dump body Mark-E</b> <ul style="list-style-type: none"> <li>• 44" sides</li> <li>• Trunion mounted single acting hoist</li> <li>• Air release tailgate</li> <li>• Grade 50 mild steel sides and tailgate 10 GA.</li> <li>• 3/16" AR400 floor</li> <li>• 24" cab shield w/ strobes and LED Beacon</li> <li>• Ladder mounted on driver side</li> <li>• ST/T and strobes in rear post</li> <li>• Force America hydraulic system</li> <li>• Ultra Arm w/ 3100 spreader control, all proportional controls arm rest, mounted to seat</li> <li>• Hot shift PTO</li> <li>• LS piston pump</li> <li>• US Tarp Electric tarp system w/ mesh tarp</li> <li>• 3/4" pull plate w/ pintle hitch</li> <li>• Glad hands at rear</li> <li>• 12' Henderson front plow w/ screw jack adjust skid shoes</li> <li>• Henderson 15' 201 Stainless steel spreader 8.4 cy single 7" auger</li> <li>• (2) 100 gallon prewet tanks w/ auger exhaust power unit</li> <li>• Fender mounted plow lights</li> <li>• Front and rear mud flaps</li> <li>• Back up alarm</li> <li>• Body painted black</li> <li>• Installed</li> </ul>	<b>\$84,606.00</b>	<b>\$84,606.00</b>
<b>1</b>	<b>Option</b>	<b>201 SS bed ILO grade 50 steel</b>	<b>ADD</b>	<b>\$4,250.00</b>
<b>1</b>	<b>Option</b>	<b>Level lift plow hitch w/ plate style mounting</b>	<b>ADD</b>	
		<b>Total</b>		
		<b>Freight</b>		

		<b>Sales Tax</b>		
		<b>F.E.T.</b>		
		<b>Total</b>		

Customer Acceptance of above quotation is indicated by signature below.

Customers signature\_\_\_\_\_

Date. \_\_\_\_\_



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: \_\_\_\_\_ Budget Available: ☐ \_\_\_\_\_

Department Head Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

City of Edgerton  
Vehicle Equipment Replacement  
Recommended Current Program 2020-2021

Priority #	Equipment Description																	
		Dept.	Equip Type	Purch Year	Model Year	Current Mileage/ Hours	Est. Yearly Mileage/ Hours	Usage Frequency	General Condition	Effectiveness	Approved Budget	Projected Replace Cost	Order Year	Payment Year	Alloc % Fund 13 General	Alloc % Fund 27 Water	Alloc % Fund 37 Sewer	
		Purchase Approval - Council																
1	Asphalt Crack Seal Machine (trailer mounted)	PW	Equipment	New	New	New	New	New	New	New	\$ 50,000	\$ 80,000	2020	2020	100%	0%	0%	
2	Wheel Loader	PW	Equipment	New	New	New	New	New	New	New	\$ 200,000	\$ 184,000	2020	2020	100%	0%	0%	
3	Ford F-250 4WD	PW	Vehicle	2000	2000	102,721	8000 +	Daily	Good	Effective	\$ 45,000	\$ 45,000	2020	2020	100%	0%	0%	
4	Tandem Dump Truck	PW	Heavy Truck	New	New	New	New	New	New	New	\$ 250,000	\$ 250,000	2020	2021	100%	0%	0%	
5	Storm Siren	PW	Storm Siren	New	New	New	New	New	New	New	\$ 26,000	\$ 26,000	2021	2021	100%	0%	0%	
6	Storm Siren	PW	Storm Siren	New	New	New	New	New	New	New	\$ 26,000	\$ 26,000	2022	2022	100%	0%	0%	

Purchase Approval - City Administrator

1	Motor Grader Scarifier	PW	Equipment	New	New	New	New	New	New	New	\$ 10,000	\$ 4,900	2020	2020	100%	0%	0%
2	Portable Radios	PW	Equipment	New	New	New	New	New	New	New	\$ 8,800	\$ 7,300	2020	2020	100%	0%	0%

Contract Payments

1	Elgin Broom Badger Street Sweeper	PW	Equipment	2016	2016	500	1,500	Weekly	Excellent	Very Effective	\$ 39,456	lease 16-20	lease 16-20	lease 16-20	100%	0%	0%
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Year updated.

**City of Edgerton**  
**Vehicle & Equipment Replacement**  
**Fund Summary 2019-2025**

**Fund 13 - General Equipment Reserve Fund**

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Beginning Balance, Jan 1</b>	\$ 385,771	\$ 379,281	\$ 343,625	\$ 192,625	\$ 291,625	\$ 394,076	\$ 453,576
<b>Transfers in or Other Revenues</b>	85,905	325,000	125,000	125,000	125,000	125,000	125,000
<b>Vehicle/Equipment Purchases</b>	(92,395)	(360,656)	(276,000)	(26,000)	(22,549)	(65,500)	(152,783)
<b>Ending Balance, 12/31</b>	<u>\$ 379,281</u>	<u>\$ 343,625</u>	<u>\$ 192,625</u>	<u>\$ 291,625</u>	<u>\$ 394,076</u>	<u>\$ 453,576</u>	<u>\$ 425,793</u>

**Fund 27 - Water Equipment Reserve Fund**

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Beginning Balance, Jan 1</b>	\$ 82,992	\$ 53,007	\$ 53,007	\$ 53,007	\$ 53,007	\$ 14,507	\$ 14,507
<b>Transfers in or Other Revenues</b>	-	-	-	-	-	-	-
<b>Vehicle/Equipment Purchases</b>	(29,985)	-	-	-	(38,500)	-	(5,400)
<b>Ending Balance, 12/31</b>	<u>\$ 53,007</u>	<u>\$ 53,007</u>	<u>\$ 53,007</u>	<u>\$ 53,007</u>	<u>\$ 14,507</u>	<u>\$ 14,507</u>	<u>\$ 9,107</u>

**Fund 37 - Sewer Equipment Reserve Fund**

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Beginning Balance, Jan 1</b>	\$ 67,333	\$ 67,612	\$ 117,612	\$ 167,612	\$ 167,612	\$ 54,112	\$ 54,112
<b>Transfers in or Other Revenues</b>	30,131	50,000	50,000	-	-	-	-
<b>Vehicle/Equipment Purchases</b>	(29,852)	-	-	-	(113,500)	-	(12,400)
<b>Ending Balance, 12/31</b>	<u>\$ 67,612</u>	<u>\$ 117,612</u>	<u>\$ 167,612</u>	<u>\$ 167,612</u>	<u>\$ 54,112</u>	<u>\$ 54,112</u>	<u>\$ 41,712</u>

## City Council Action Item

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**Council Meeting Date:** September 10, 2020

**Department:** Public Works

### **Agenda Item: Consider the Purchase of a Caterpillar 926 Wheel Loader, to be Purchased from Foley Equipment.**

**Background/Description of Item:**

In 2019 City Council directed staff in the annual Budget that the Wheel Loader be added to the 2020 Vehicle and Equipment Budget for purchasing in the 2020 Budget Cycle. On August 22, 2019 City Council approved the budget for 2020, which included the purchase of this equipment. On June 25, 2020 the purchase of the Wheel Loader was confirmed during the annual Budget. On August 13, 2020 City Council approved the 2021 budget, which included the Current Program for Vehicle and Equipment: 2020-2021.

The Wheel Loader is a unit that will handle much of the loading of material at the Public Works Facility. The essential functions include loading of salt during winter operations, loading of spoil/debris material for haul off, stock piling bulk material such as topsoil, mulch, rock, millings and tree/vegetation both departmentally and residential drop off. The wheel loader has the capacity to complete other tasks in the field such as setting of manholes, pipe for stormwater, wastewater and water and removal activities related to large scale concrete work.

The Wheel Loader will serve as the key piece of equipment during winter operations for loading of salt. This unit is the only way that staff will be able to load the proposed Tandem Axle Dump Truck and will handle the task of loading salt in the other winter operational vehicles with salt spreading capabilities.

The Vehicle and Equipment Policy requires the preparation of the specifications for the replacement of equipment with an effort for those to be as "standard" as possible to provide for economical and efficient repairs. It also requires that the City first use cooperative purchasing partnerships. Staff used Sourcewell Cooperative Purchasing formerly National Joint Powers Alliance (NJPA) to access competitively solicited bids. From Sourcewell, six local distributors/dealers were solicited for bids, with one not submitting. From this process, five lowest bids were submitted, with two not meeting specifications/minimum requirements.

Staff recommends the purchase of the lowest and best bid, a 2020 Caterpillar 926 Wheel Loader for \$183,844. Budget allocation for this equipment is \$200,000. This unit will be purchased through the Sourcewell Cooperative Purchasing, through Foley Equipment. Enclosed is the competitive bid tabs for Volvo, Komatsu and Caterpillar, as well as copy of the bids/quotes from each of the manufacturers. If approved expenditures are scheduled to occur in this calendar year.

**Related Ordinance(s) or Statue(s):**

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**Funding Source:** Vehicle & Equipment Fund

**Budget Allocated:** \$200,000

**Finance Director Approval:**  x Karen Kindle, Finance Director

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**Recommendation: Consider the Purchase of a Caterpillar 926 Wheel Loader, to be Purchased from Foley Equipment, in an amount not to exceed \$183,844.**

**Enclosed:** Wheel Loader Quotes  
Requisition form Wheel Loader  
Current Program 2020-2021 w/  
Fund Summary from 2021 Budget Approval (8-13-2020)

**Prepared by:** Dan Merkh, Public Works Director





# QUOTE

## RoadBuilders Machinery & Supply CO., Inc.

1001 S 7th Trafficway, Kansas City, KS 66105  
Phone 913-371-3822 Fax 913-371-3870

QUOTE DATE:

EXPIRATION DATE:

TO Contact Name  
Company Name  
Street Address  
City, ST ZIP Code  
Phone

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE

QTY	ITEM #	DESCRIPTION	UNIT PRICE		LINE TOTAL



Tax %

SUBTOTAL

SALES TAX

TOTAL


Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, sign here and return: \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!



# Quote Valid for 90 days

**Contract:**  
**032119-**  
**VCE**

**3/4/2020**

<b>Buying Agency:</b>	City of Edgerton, KS	<b>Contractor:</b>	GW Van Keppel Company
<b>Contact Person:</b>	Trey Whitaker	<b>Prepared By:</b>	Chris Lund
<b>Phone:</b>	913-893-6231	<b>Phone:</b>	816-225-0027
<b>Email:</b>	twhitaker@edgertonks.org	<b>Email 1:</b>	clund@vankeppel.com
<b>Sourcewell Product Code</b>	D-Large Wheel Loader		
<b>General Description of Product:</b>	New Volvo L60 Wheel Loader		
<b>A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary</b>			
<b>Quan</b>	<b>Description</b>	<b>Unit Pr</b>	<b>Total</b>
1	Volvo L60H Wheel Loader	\$130,056	\$130,056
	See next page for machine specs		
<b>Subtotal A:</b>			\$130,056
<b>B. Sourced and/or UnSourced Contracted Items</b>			
<b>Quan</b>	<b>Description</b>	<b>Unit Pr</b>	<b>Total</b>
1	Sourced Contracted Item: Rockland HD 72" Forks w/ Bracket for L60	\$5,859	\$5,859
1	Sourced Contracted Item: Rockland HD Grapple Bucket	\$29,224	\$29,224
1			
1			
1			
1			\$0
1			\$0
<b>Subtotal B:</b>			\$35,083
<b>C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges</b>			
<b>Freight</b>			\$500
<b>PDI</b>			\$1,000
Optional 5yr/3500 Hr Customer Service Agreement			\$13,288
Optional 5yr/ 10000 Hr Warranty- Premium Level			\$24,140
Optional 5yr/ 10000 Hr Warranty PT+H			\$14,905
<b>First time Volvo Purchase Dealer Incentive Discount</b>			-\$11,000
			\$0
<b>Subtotal C:</b>			\$42,833
<b>Delivery Date:</b>		<b>D. Total Purchase Price (A+B+C):</b>	
		\$207,972	

## Version 17

Description	Part #	List Price
Volvo L60H, Wheel Loader	L60H	183,258.00
20.5R25* Bridgestone VJT	WL20011	16,294.00
4-Rims (3pc) for 20.5 or 600 tires	WL21004	3,926.00
Engine D6J (Tier 4F) US	WL32017	0.00
Fuel fill strainer	WL30007	0.00
Delayed Engine Shutdown	WL30024	178.00
Reversible cooling fan	WL37001	1,183.00
Volvo Airsusp, Heated, 2pt, 3" belt	WL41010	1,952.00
Air conditioning with ACC (automatic climate control)	WL42001	6,274.00
Steering knob	WL45001	0.00
Sliding window in door	WL45003	0.00
ACC Fahrenheit decal only	WL45004	0.00
Universal key	WL45005	0.00
Rear view camera color, LCD monitor	WL45016	2,011.00
Lunch box holder	WL45023	0.00
Anchorage manual	WL45027	0.00
LOTO, Lock out tag out	WL53009	0.00
Back up alarm	WL54001	0.00
Footsteps front frame	WL71005	281.00
Footstep, right side	WL71009	0.00
Boom Suspension System (" Ride Control" . Includes single acting lift system.)	WL80001	5,975.00
Decals, English/Spanish	WL83004	0.00
Cover plates, rear frame	WL86013	0.00
Frame, life time warranty	WL86041	561.00
CareTrack Connectivity 4 yr Subscription	WL88010	0.00
CareTrack, GSM/Satellite	WL88018	0.00
De-activate SAT	WL88020	0.00
Single lever control for 3rd hyd. function (hydraulics & detent function are included)	WL47002	5,876.00
<b>Total List Price</b>		<b>\$227,769</b>
<b>Sourcwell % off List (enter as % here)</b>		<b>42.9%</b>



# SALES AGREEMENT

DATE Jan 21, 2020

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

PURCHASER	CITY OF EDGERTON				
STREET ADDRESS	PO BOX 255				
S O L D	CITY/STATE	EDGERTON, KS	COUNTY	JOHNSON	S H I P
	POSTAL CODE	66021	PHONE NO.	913 893 6231	
T O	CUSTOMER CONTACT:	EQUIPMENT			T O
		PRODUCT SUPPORT			
	INDUSTRY CODE:	LEGISLATIVE BODIES		PRINCIPAL WORK CODE	F.O.B. AT: Kansas City, MO
		(CITY/COUNTY) (9121)			
CUSTOMER NUMBER	011629	Sales Tax Exemption # (if applicable)		CUSTOMER PO NUMBER	
		N/A			
T E R M S	PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)				
	NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>		NET ON DELIVERY <input type="checkbox"/>		FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE
	CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE 0
	PAYMENT PERIOD		PAYMENT AMOUNT	\$0.00	NUMBER OF PAYMENTS 0
				OPTIONAL BUY-OUT	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: 926M		YEAR: 2020	
STOCK NUMBER: SGN1318		SERIAL NUMBER: 0LTE07781			
926M WHEEL LOADER DCA2A	565-0912	FENDERS, STANDARD	366-8148	PACK, DOMESTIC TRUCK	0P-0210
2020 MODEL		COUNTERWEIGHT, HEAVY	348-2579	QUICK COUPLER - SGN02530	SGN0-2530
926M WHEEL LOADER	536-5300	RIDE CONTROL	430-2859	BK26MF30GP - SGN01439	0P0082
PREP PACK, NORTH AMERICA	430-2945	CAMERA, REAR VIEW	377-5635	FK26MF54 - SGN01480	5328222
HYDRAULICS, 3V, CPLR READY, SL	536-5323	LIGHTS, AUX, HALOGEN	559-0841	Dymax Grapple Bkt	DX-BK-GL-2
LINES, AUX 3RD, STD LIFT	530-1623	LIGHTS, ROADING, HALOGEN, RH	541-3066	Dymax Freight	Freight
HYDRAULICS, STANDARD	536-5282	TOOLBOX AUX	491-7922	Jumper Hoses / Disconnects for Dy Bkt	Shelton
JUMPER LINES, NONE	536-5339	ENGINE AR	430-3038		
STEERING, STANDARD	430-2996	PRODUCT LINK, CELLULAR PL641	565-0908		
DIFFERENTIAL, LIMITED SLIP REAR	333-6526	TIRES, 20.5R25 MX XTLA * L2	366-6895		
ENVIRONMENT, STANDARD	536-5320	KIT, SERIALIZED TECHNICAL MEDIA	0P-2491		
WEATHER, COLD START 120V	454-0610	INSTRUCTIONS, ANSI, US	430-2963		
CAB, DELUXE	536-5309	KIT, COUNTERWEIGHT, LOGGER/AGG	467-7992		
SEAT, DELUXE	563-5967	KIT, JUMPER LINES, 3RD FUNCTION	576-9758		
RADIO, BLUETOOTH, AUX, MIC	372-1868	SHIPPING/STORAGE PROTECTION	0P-2266		
TRADE-IN EQUIPMENT			SELL PRICE \$228,779.00		
MODEL:	YEAR:	SN.:	EXT WARRANTY \$3,897.00		
PAYOUT TO:	AMOUNT:	PAID BY:	CSA \$6,110.00		
MODEL:	YEAR:	SN.:	SOURCEWELL DISCOUNT 24% OF LIST (\$54,907.00)		
PAYOUT TO:	AMOUNT:	PAID BY:	CUSTOMER LOYALTY DISCOUNT (\$27,000.00)		
MODEL:	YEAR:	SN.:	NET BALANCE DUE \$156,879.00		
PAYOUT TO:	AMOUNT:	PAID BY:	PDI/FUEL \$1,650.00		
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			DYMEX GRAPPLE BUCKET, LINES/FITTINGS \$21,810.00		
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			FORKS (FK26MF54-532-8222) \$3,505.00		
			PLUS ANY APPLICABLE TAXES \$183,844.00		
			ACH Information: Bank = Wells Fargo NA ABA number 121000248 Account number 4121956387 Email remittance advice to ACHPMTS@foleyeq.com		
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY			<input type="checkbox"/> USED EQUIPMENT WARRANTY		
INITIAL			INITIAL		
The customer acknowledges that he has received a copy of the Foley Equipment Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 months unlimited hours			All used equipment is sold as is where is and no warranty is offered or implied except as specified here:  Warranty applicable:  		
Premier Warranty 60 MO / 1500 HR w 30 Mi RT EP200302-003					
CSA: Foley Maintenance Plan 60 Mo / 1250 Hr / 30 Mi RT					
NOTES: Attached pricing based on Caterpillar/Sourcwell 2020 national pricing agreement 032119-CAT. This unit qualifies for 12 month 0% financing.					

☐ By checking this box, the assignment denoted in item No. 9 on the back of the contract applies. ☒ By checking this box, the assignment denoted in item No. 9 on the back of the contract does not apply.

This order is not valid until approved by Sales Manager

## THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Foley Equipment Company PURCHASER  
ORDER RECEIVED BY John Pamperin APPROVED AND ACCEPTED ON  
REPRESENTATIVE CITY OF EDGERTON

# TERMS AND CONDITIONS

1. Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order, when accepted by Seller, shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, or governmental action, or any other causes beyond the control of the Seller, whether the same as or different from the matters and things hereinbefore enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the buyer under the terms hereof.
3. Unless the equipment is paid in full in cash at the time of delivery, Seller retains and Buyer hereby grants to Seller a purchase-money security interest in the equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Buyer shall execute a separate security agreement with Seller covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Buyer agrees to execute a note or other evidence of Buyer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Buyer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Seller, in Seller's discretion, to perfect Seller's security interest in the Collateral, including but not limited to, any financing statements. Buyer hereby irrevocably appoints Seller its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Buyer's behalf, which power is coupled with an interest, and which power is delegable by Seller. Buyer acknowledges that Seller's signature or the signature of its delegate on such documents to be the same as Buyer's own for all purposes and with the present intent to authenticate the document. Buyer represents and warrants to Seller that (a) Buyer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Buyer, (c) this Agreement constitutes a valid obligation of Buyer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Seller in connection with this Agreement is and shall be true, correct, and complete; (e) the Buyer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this order, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this order; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this order; (f) Buyer's name set forth on the front of this Agreement is Buyer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this order. A breach by Buyer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the equipment hereunder, including but not limited to, failure to pay in full the amount owed for the equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Seller shall be immediately due, and Seller shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein.
4. Unless Shipment is provided by Seller, the Seller's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment
5. The Buyer agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contract or contracts and Note or Notes required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction, and that the Seller is not bound by any representative or terms made by any agent relative to this transaction which are not embodied herein.
6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Buyer understands and agrees that Seller is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Buyer; Buyer is satisfied that the Equipment is suitable and fit for its intended purposes, including without limitation compliance with air quality or other environmental requirements. Buyer is solely responsible to know, understand, and comply with all requirements applicable to the jurisdictions where the Equipment will be used. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Seller in writing and executed by Seller's authorized representative, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR BUYER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF SELLER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF SELLER'S LIABILITY TO BUYER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY BUYER TO SELLER.
7. **Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.
8. If this equipment is being rented with an option to purchase, all service and repairs performed on this machine must be in accordance with the manufacturer's recommendation, using parts only from the manufacturer of this machine. Buyer agrees that Buyer is responsible to obtain all insurance coverage for equipment while it is being rented from seller. Buyer agrees to be bound by the terms of any rental agreement with the seller of the equipment in addition to terms of this agreement.
9. Notice is hereby given that Foley Equipment Company has assigned its rights under this sales contract to CATD Exchange Services, LLC to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.
10. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Buyer's Initials \_\_\_\_\_

2020 Wheel Load Specification Tabulations 1 of 2

Manufacture	Model	Year	Max Gross Power	Max Gross Torque	Displacement	Bucket Cap.	Tires	Length	Wheel Base	Height
CAT	926	2020	146	531	7.01 L	3y	20.5R25 MX Radial (L2)	24'9"	9'10"	10'11"
Komatsu	WA270-8	2019	128		4.46 L	2.5y	20.5R25 XHA (L3) Mich.	24'2"	9'4"	10'6"
Volvo	L60H	2019	167	605	5.7 L	3y	20.5R25 VJT Bridg.	23'10"	9'10"	10'9"

2020 Wheel Load Specification Tabulations 2 of 2

Manufacture	Ground Clearance	Bucket Clearance @ 45 Deg.	Width Over Tires	Turning Radius Over Bucket	Tipping Load (Straight)	Tipping Load (Ful Turn)	Operating Load
CAT	15	9'5"	8'4"	19'9"	21392 lb.	18702 lb.	28933 lb.
Komatsu	18	9'8"	8'1"	19'9"	22774 lb.	19687 lb.	28396 lb.
Volvo	17	9'4"	8'	19'	20520 lb.	17020 lb.	26620 lb.

2020 Wheel Loader Bid/Quote Tabulations

Manufacture	Model	Year	Base Cost	Grapple Bucket	Bucket	Forks
CAT	926	2020	\$ 148,522.00	\$ 21,810.00	Incl in base price	\$ 3,505.00
Komatsu	WA270-8	2019	\$ 160,950.00	\$ 19,650.00	\$ 9,695.00	\$ 7,195.00
Volvo	L60H	?	\$ 131,556.00	\$ 29,224.00	Incl in base price	\$ 5,859.00

Manufacture	5 yr. Service	5 yr. Warranty	Total
CAT	\$ 6,110.00	\$ 3,897.00	\$ 183,844.00
Komatsu	Incl in base price	Incl in base price	\$ 197,490.00
Volvo	\$ 13,288.00	\$ 24,140.00	\$ 204,067.00

Komatsu = 3 year





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: \_\_\_\_\_ Budget Available: ☐ \_\_\_\_\_

Department Head Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

City of Edgerton  
Vehicle Equipment Replacement  
Recommended Current Program 2020-2021

Priority #	Equipment Description	Dept.	Equip Type	Purch Year	Model Year	Current Mileage/ Hours	Est. Yearly Mileage/ Hours	Usage Frequency	General Condition	Effectiveness	Approved Budget	Projected Replace Cost	Order Year	Payment Year	Alloc % Fund 13 General	Alloc % Fund 27 Water	Alloc % Fund 37 Sewer
		Purchase Approval - Council															
1	Asphalt Crack Seal Machine (trailer mounted)	PW	Equipment	New	New	New	New	New	New	New	\$ 50,000	\$ 80,000	2020	2020	100%	0%	0%
2	Wheel Loader	PW	Equipment	New	New	New	New	New	New	New	\$ 200,000	\$ 184,000	2020	2020	100%	0%	0%
3	Ford F-250 4WD	PW	Vehicle	2000	2000	102,721	8000 +	Daily	Good	Effective	\$ 45,000	\$ 45,000	2020	2020	100%	0%	0%
4	Tandem Dump Truck	PW	Heavy Truck	New	New	New	New	New	New	New	\$ 250,000	\$ 250,000	2020	2021	100%	0%	0%
5	Storm Siren	PW	Storm Siren	New	New	New	New	New	New	New	\$ 26,000	\$ 26,000	2021	2021	100%	0%	0%
6	Storm Siren	PW	Storm Siren	New	New	New	New	New	New	New	\$ 26,000	\$ 26,000	2022	2022	100%	0%	0%

Purchase Approval - City Administrator

1	Motor Grader Scarifier	PW	Equipment	New	New	New	New	New	New	New	\$ 10,000	\$ 4,900	2020	2020	100%	0%	0%
2	Portable Radios	PW	Equipment	New	New	New	New	New	New	New	\$ 8,800	\$ 7,300	2020	2020	100%	0%	0%

Contract Payments

1	Elgin Broom Badger Street Sweeper	PW	Equipment	2016	2016	500	1,500	Weekly	Excellent	Very Effective	\$ 39,456	lease 16-20	lease 16-20	lease 16-20	100%	0%	0%
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Year updated.

**City of Edgerton**  
**Vehicle & Equipment Replacement**  
**Fund Summary 2019-2025**

**Fund 13 - General Equipment Reserve Fund**

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Beginning Balance, Jan 1</b>	\$ 385,771	\$ 379,281	\$ 343,625	\$ 192,625	\$ 291,625	\$ 394,076	\$ 453,576
<b>Transfers in or Other Revenues</b>	85,905	325,000	125,000	125,000	125,000	125,000	125,000
<b>Vehicle/Equipment Purchases</b>	(92,395)	(360,656)	(276,000)	(26,000)	(22,549)	(65,500)	(152,783)
<b>Ending Balance, 12/31</b>	\$ 379,281	\$ 343,625	\$ 192,625	\$ 291,625	\$ 394,076	\$ 453,576	\$ 425,793

**Fund 27 - Water Equipment Reserve Fund**

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Beginning Balance, Jan 1</b>	\$ 82,992	\$ 53,007	\$ 53,007	\$ 53,007	\$ 53,007	\$ 14,507	\$ 14,507
<b>Transfers in or Other Revenues</b>	-	-	-	-	-	-	-
<b>Vehicle/Equipment Purchases</b>	(29,985)	-	-	-	(38,500)	-	(5,400)
<b>Ending Balance, 12/31</b>	\$ 53,007	\$ 53,007	\$ 53,007	\$ 53,007	\$ 14,507	\$ 14,507	\$ 9,107

**Fund 37 - Sewer Equipment Reserve Fund**

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Beginning Balance, Jan 1</b>	\$ 67,333	\$ 67,612	\$ 117,612	\$ 167,612	\$ 167,612	\$ 54,112	\$ 54,112
<b>Transfers in or Other Revenues</b>	30,131	50,000	50,000	-	-	-	-
<b>Vehicle/Equipment Purchases</b>	(29,852)	-	-	-	(113,500)	-	(12,400)
<b>Ending Balance, 12/31</b>	\$ 67,612	\$ 117,612	\$ 167,612	\$ 167,612	\$ 54,112	\$ 54,112	\$ 41,712

## City Council Action Item

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**Council Meeting Date:** September 10, 2020

**Department:** Administration

### **Agenda Item: Consider an Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Year 2020**

**Background/Description of Item:**

In 2015, the City of Edgerton conducted an RFP for audit services and selected Varney & Associates, CPAs, LLC, to perform the annual audit of the City's financial statements. The RFP solicited audit services for three fiscal years: 2015, 2016 and 2017. In May 2018, Council approved a three-year agreement with Varney & Associates to audit the financial statements for fiscal years 2018, 2019 and 2020 for a flat fee per year of \$8,400. Attached is the engagement letter for the 2020 audit. Staff included the audit fee in the 2021 Budget.

The City Attorney has reviewed and approved the engagement letter.

**Related Ordinance(s) or Statue(s):** K.S.A. 44-1030

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**Funding Source:** General Fund, Water Fund, Sewer Fund

**Budget Allocated:** \$8,400 divided between the General Fund, Water Fund and Sewer Fund.

**Finance Director Approval:**  x  
Karen Kindle, Finance Director

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**Recommendation: Approve the engagement letter with Varney & Associates, CPAs, LLC, to prepare the City's Financial Audit for Fiscal Year 2020.**

**Enclosed:** 2020 Engagement Letter with Varney & Associates, CPAs, LLC

**Prepared by:** Karen Kindle, Finance Director



September 3, 2020

City of Edgerton, Kansas  
PO Box 255  
Edgerton, KS 66021

The following represents our understanding of the services we will provide the City of Edgerton, Kansas (the City).

You have requested that we audit the statement of regulatory basis receipts, expenditures and unencumbered cash balances of the City of Edgerton, Kansas as of December 31, 2020 and for the year then ended and the related notes to the financial statement. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the financial statement.

#### **Regulator-Required Supplementary Information**

Regulatory-required supplementary information other than RSI will accompany the City's basic financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statement and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statement or to the basic financial statement itself, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Schedule of expenditures – actual and budget (regulatory basis)
- Schedule of individual fund receipts and expenditures – actual and budget (regulatory basis)

#### **Auditor Responsibilities**

We will conduct our audit in accordance with U.S. GAAS and the *Kansas Municipal Audit and Accounting Guide (KMAAG)*. Those standards and KMAAG require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statement is free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statement. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

### **Auditor Responsibilities (Continued)**

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and KMAAG.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the basic financial statement in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the basic financial statement is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

### **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statement is free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statement in accordance with KMAAG;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statement that is free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statement such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit; and
  - iii. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statement that indicates that such basic financial statement has been audited by the City's auditor;
- e. For identifying and ensuring that the City complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statement as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

### **Management Responsibilities (Continued)**

- i. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the regulatory-required supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding regulatory-required supplementary information; (c) to include our report on the regulatory-required supplementary information in any document that contains the regulatory-required supplementary information and that indicates that we have reported on such regulatory-required supplementary information; and (d) to present the regulatory-required supplementary information with the audited basic financial statement, or if the regulatory-required supplementary information will not be presented with the audited basic financial statement, to make the audited basic financial statement readily available to the intended users of the regulatory-required supplementary information no later than the date of issuance by you of the regulatory-required supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

With respect to any nonattest services we perform, to include assistance with financial statement preparation, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including generally accepted auditing standards and KMAAG.
- This engagement is limited to the audit of the financial statement and certain nonattest services as indicated above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

### **Reporting**

We will issue a written report upon completion of our audit of the City's basic financial statement. Our report will be addressed to the governing body of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

### **Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statement and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

**Other (Continued)**

Regarding the electronic dissemination of the audited financial statement, including financial statement published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**Provisions of Engagement Administration, Timing and Fees**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

April G. Swartz, CPA, is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Varney & Associates, CPAs, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, not to exceed \$8,400. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statement of which you may become aware during the period from the date of the auditor's report to the date the financial statement is issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the governing body the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.



September 3, 2020  
City of Edgerton, Kansas  
Page five

**Provisions of Engagement Administration, Timing and Fees (Continued)**

The audit documentation for this engagement is the property of Varney & Associates, CPAs, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to peer viewers. If requested, access to such audit documentation will be provided under the supervision of Varney & Associates, CPAs, LLC's personnel.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

*Varney & Associates, CPAs, LLC*

Certified Public Accountants  
Manhattan, Kansas

**RESPONSE:**

This letter correctly sets forth our understanding of City of Edgerton, Kansas.

Acknowledged and agreed on behalf of City of Edgerton, Kansas by:

\_\_\_\_\_

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

## City Council Action Item

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**Council Meeting Date:** September 10, 2020

**Department:** Public Works

### Agenda Item: Consider Approving the Water Conservation Plan

**Background/Description of Item:**

The City of Edgerton is required to have a Water Conservation Plan adopted by the Governing Body and filed with the Kansas Water Office. The City Council last approved the Water Conservation Plan in July 2016.

The primary objective of the Water Conservation Plan for the City of Edgerton is to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought Response Section) to assure the City customers of an adequate water supply to meet their needs. The efficient use of water also has the beneficial effect of limiting or postponing water distribution system expansion and thus limiting or postponing the resultant increases in costs, in addition to conserving the limited water resources of the State of Kansas.

The Kansas Water Office has reviewed the plan and recommended updates, including to update the City's latest water use history.

Once approved by City Council, staff will submit the updated plan to Kansas Water Office (KWO) who will submit the plan to Division of Water Resources (DWR) with a recommendation for approval.

Staff plans to bring the plan to the governing body for review annually.

**Related Ordinance(s) or Statue(s):**

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**Funding Source:** N/A

**Budget Allocated:** none

**Finance Director Approval:**  x Karen Kindle, Finance Director

<b>Recommendation: Approve the 2020 Water Conservation Plan</b>
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**Enclosed:**

Draft Water Conservation Plan (with recommended changes tracked)  
Draft Water Conservation Plan (clean)

**Prepared by:**

Dan Merkh, Public Works Director

**Water Conservation Plan  
for the  
City of Edgerton, Kansas**

**2020 Edition**

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## WATER CONSERVATION PLAN

### INTRODUCTION

The City of Edgerton, Kansas supplies water to the residents of the City and a few customers outside the City limits along transmission mains from metering and booster pump station sites located east of Baldwin and east of Edgerton.

The City purchases potable water from Baldwin City, Kansas (herein "Baldwin") and raw water from Hillsdale Lake ~~from the Kansas Water Office~~ from Hillsdale Area Water Cooperative (herein "HAWC"). The Baldwin metered connection point and booster pump is located at 1897 N. 200 Road in Douglas County east of Baldwin City. The Baldwin contract provides for 74,000,000 gallons per year (250,000 gallons per day maximum) and expires in ~~2017~~ 2023.

~~The City entered into a forty-year contract with the Kansas Water Authority for 200,000,000 gallons of raw water per year from Hillsdale Lake. Contracts also provide for the treatment of the Hillsdale supply by Miami County Rural Water No. 2 (herein "RWD-2"). The contract with RWD-2 provides XXXXXXXXX gallons per year. This supply is transported by Johnson County Water District No. 7 (herein "JO7") to the City's Spoon Creek Booster Pump Station located at 20690 Spoon Creek Road located east of Edgerton in Johnson County. Both of the City's booster pump stations are checked daily. The City entered into an agreement with the Kansas Water Authority to become part of HAWC for a maximum of 200,000,000 gallons of water per year. HAWC has a graduated agreement to purchase water from the Hillsdale Reservoir until the maximum is reached. Contracts also provide for the treatment of the Hillsdale supply by Miami County Rural Water No. 2 (herein "RWD 2"). Currently, HAWC allocates to Edgerton 3.57% of the total water volume available by Hillsdale Reservoir. This rate averages 80,144,705 gallons per year over the last two years. This supply is transported by Johnson County Rural Water District No. 7 (herein "JO7") to the City's Spoon Creek Booster Pump Station located at 20690 Spoon Creek Road located east of Edgerton in Johnson County. Both of the City's booster pump stations are checked daily.~~

The City owns several elevated storage facilities:

- 50,000-gallon tank located at 408 First Street;
- 150,000-gallon tank located at 818 West Eighth Street and;
- 200,000-gallon tank located at 20325 County Line Road.

The City maintains ~~onetwo~~ non-metered emergency connections with JO7. The primary emergency connection with JO7 is located on Edgerton Road and Morgan Street, ~~and the secondary connection is located at US-56 and 199<sup>th</sup> Street.~~ The City has an agreement with JO7 dated ~~August 28~~ September 9, 2008 that provides the terms for the primary emergency connection.

### PURPOSE

The primary objective of the Water Conservation Plan for the City of Edgerton is to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought Response Section) to assure the City customers of an adequate water supply to meet their needs. The efficient use of water also has the beneficial effect of limiting or

postponing water distribution system expansion and thus limiting or postponing the resultant increases in costs, in addition to conserving the limited water resources of the State of Kansas.

## LONG-TERM WATER USE EFFICIENCY

### Water Use Conservation Goals

The City of Edgerton used ~~Sixty-one~~63 gallons per person per day (GPCD) in ~~2014~~2017.

Commented [RJ1]: Need actual numbers from 2019

This GPCD figure included:

- a) water sold to residential/commercial customers;
- b) water distributed for free public services (parks, cemeteries, swimming pools etc.); and
- c) water lost by leaks in the water distribution system.

However, the GPCD figure does include municipally supplied water for industries that use over 200,000 gallons per year. According to Figure 1, shown in the ~~2014-2017~~ 2017 ~~Kansas Municipal Water Use Publication~~, the City of Edgerton is located in Region 8M. From this publication it was determined that the City GPCD water use was ~~61~~63, which was ~~3039~~% below the regional average of ~~87-102~~ GPCD among cities in Region 8M during ~~2014~~2017. The City desires to set a water use conservation goal for usage not to exceed ~~91-86~~ GPCD based on the regional average of the last five years (2010-2014). Our City anticipates not exceeding this goal by carrying out the specific actions that are outlined in our plan.

Commented [RJ2]: What is the most updated version?

### Water Conservation Practices

This subsection of the Plan summarizes the current education, management and regulation efforts that relate to the long-term conservation of water in the City. Specific practices that will be undertaken to conserve water are listed and a target date to begin each practice is also shown.

#### 1. Education

The City water bills show the total number of gallons of water used during the billing period and the amount of the bill. Water conservation tips are periodically provided with the water bills.

The City ~~has provided~~ provides water conservation information to residents via the City's website and monthly newsletter.

The City has chosen the following conservation practices ~~and target dates~~ for the Education Component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Commented [RJ3]: We need updated dates for the target dates

Education Conservation Practices	Target DateStatus
• Water conservation tips to be provided periodically, annually at a minimum, either with water statements or included with City newsletters.	On-going

<ul style="list-style-type: none"> <li>• Informational brochures on the City's water supply will be available for distribution to customers at City Hall.</li> </ul>	ImplementedOn-going
<ul style="list-style-type: none"> <li>• Water bills will show the amount of water used in gallons and the cost of the water.</li> </ul>	ImplementedOn-going
<ul style="list-style-type: none"> <li>• Education for elementary-aged students about water conservation measures</li> </ul>	In-development-for-2021On-going
<ul style="list-style-type: none"> <li>• Participation in third-party water conservation messaging, like "Imagine A Day Without Water."</li> </ul>	On-going

## 2. Management

The City of Edgerton has a meter installed at the delivery point and connection to the Baldwin and RWD 7. The meters are checked for accuracy annually ~~calibrated~~. Meters registering within 3% above or below test results are deemed to be accurate. Meters are monitored ~~and read~~ daily by the City and at least monthly by City of Edgerton Utility Staff, Baldwin, and JO7. Meters are repaired or replaced as soon as possible if determined to be inaccurate. A master meter may be obtained if needed for immediate replacement. These metering requirements also apply to the additional water supply from Hillsdale Lake. RWD 2 provides treatment and JO7 provides transportation of this supply to the City's Spoon Creek Booster Pump Station.

Water meters are installed for all customers as well as all government buildings and grounds even if the amount of water provided is free of charge. In 2016, the Edgerton City Council approved a capital improvement project to replace each customer meter with Automated Metering Infrastructure (herein "AMI"), which was completed in 2017. ~~The project includes the installation of a new meter for each customer system wide and with the installation projected to be complete by the end of 2017.~~

The City reads each customer's water meter and mails a water bill to each customer on a monthly basis. Customer water meters are generally read on the 20<sup>th</sup> of each month or as close thereto as is practical. Water usage is calculated after each reading. Total usage is compared to total purchases on a monthly basis. Water leaks from the City public water distribution system are repaired when discovered. Water pressure is also checked periodically at various locations throughout the system. ~~Once installed and operationally, the automated metering infrastructure system will greatly improve the City's ability to identify leaks within the system.~~

Individual usage changes of less than 50% and above 150% are investigated by the Utilities Public Works Department if warranted after an initial review by the Administrative staff. If ~~a water leak~~ water loss is suspected, the City attempts to notify the customer for further information and to have the customer check for ~~easily found leaks~~ unnecessary loss. These include checking for running toilets, running hoses or faucets, and water pooling or running away from structures. ~~As mentioned previously, the~~ The automated metering infrastructure ~~scheduled to be installed by the City provides~~ will provide staff



additional tools to identify possible ~~leaks-water loss~~ and contact customers more quickly ~~regarding possible leaks~~.

Water sales are based on the amount of water used. The City reviews its water rates and rate structure annually during the budget process. The City of Edgerton performed a comprehensive rate structure and fee analysis ~~in 2015~~. Both the rate structure and fees were updated to encourage water conservation. Current rates and structures are available in the City Fee Resolution on the city's website at [www.edgertonks.org](http://www.edgertonks.org).

~~The City recognizes that once the AMI infrastructure is installed it is equally important to emphasize the maintenance of those meters for accurate measurement of water use at our raw water intake and at customer meters. The new AMI system and the corresponding document system will assist staff in effectively and efficiently managing the City public water distribution system. Hence, the~~ The City has chosen the following conservation practices ~~and target dates~~ for the management component of the Long-Term Water Use Efficiency section of the Water Conservation Plan:

Management Conservation Practices	Target DateStatus
<ul style="list-style-type: none"> <li>All source water intakes will have meters installed and the meters will be repaired or replaced within two weeks when malfunction occurs.</li> </ul>	On-going
<ul style="list-style-type: none"> <li>Meters at source water intakes will be tested for accuracy at least once every year. Each meter will be repaired or replaced if its test measurements are not within 3% of the actual volume of water passing through the meter.</li> </ul>	On-going
<ul style="list-style-type: none"> <li>Meters will be installed at all service connections, including separate meters for municipally-operated irrigation systems.</li> </ul>	On-going
<ul style="list-style-type: none"> <li>All meters at source water intakes will be read daily and meters at individual service connections will be read at least once every month.</li> </ul>	On-going
<ul style="list-style-type: none"> <li>A reading will be taken at each raw water intake meter during the monthly billing cycle.</li> </ul>	On-going
<ul style="list-style-type: none"> <li><del>The City will implement a review, which will result in a specified change in water management practices or implementation of a leak detection and repair program or plan investigates, prioritizes, and</del></li> </ul>	On-going

**Commented [DM4]:** Reword using actual Operations procedures...do we actually check water loss from the billing perspective?

<del>begins repairs on leaks;</del> whenever the amount of unbilled water (amount of water provided free for public service, used for treatment purposes, water loss, etc.) exceeds <del>2025</del> % of the total source water intake for a two-month time period.	
<ul style="list-style-type: none"> <li>Water sales <del>will be</del> based on the amount of water used.</li> </ul>	Implemented
<ul style="list-style-type: none"> <li>Customer meters will be scheduled for replacement <del>with a radio read metering system in line with industry standards,</del> which will improve reading efficiencies and provide better detection of possible leaks.</li> </ul>	Implemented

**Commented [DM5]:** Should we use 2 months since billing is done monthly and then we can see it in the first month, then see if it was fixed on second month, if not, we notify.

### 3. Regulation

The City has an adopted plumbing code. The City encourages builders and homeowners to install water conserving plumbing fixtures, such as low-flow toilets, that reduce water consumption. Most new homes and/or remodeling projects do include the use of water conservation toilets and faucets to reduce homeowners' overall utility costs.

**Commented [DM6]:** Reword to something that starts like: While the City has adopted plumbing code that has yet to incorporate mandatory water conservation units, the City encourages....

Regulatory Actions	<del>Target Date</del> Status
<ul style="list-style-type: none"> <li><del>Develop</del>-Utilize plumbing guidelines that encourage water conservation for new residential construction.</li> </ul>	Implemented

### **DROUGHT RESPONSE**

The City addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Administrator or designee is authorized by ordinance to implement the appropriate conservation measures.

**Commented [RJ7]:** Need to double check to see if this section is within City Code. If so, then remove

#### **Stage 1: Water Watch**

##### **Goals**

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

##### **Triggers**

This stage is triggered by any one of the following conditions:

1. The City's storage has fallen below 85% capacity and will not recover.
2. Providers of purchased water have issued a Stage 1 Water Watch, or ~~providers~~Baldwin City ~~have~~s notified Edgerton that the Clinton Water Treatment Plant or the RWD #2 Plant

at Hillsdale Lake has indicated that lake or plant conditions are such that a reduction in available potable water is imminent.

3. Demand for one day is in excess of 170,000 gallons per day for five consecutive days.
4. The Kansas Water Office has issued a water watch based on the remaining storage in the water marketing in Hillsdale Lake and/or Clinton Reservoir.

Commented [R38]: Mike - what is the correct number?

#### **Education Actions**

1. The City will make bi-monthly occasional news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming season.
2. Previous month summaries of precipitation, temperature, water levels and storage will be made public at the beginning of each month.
3. Water-saving tips will be included in billings to water utility customers.

#### **Management Actions**

1. Leaks will be repaired within forty-eight hours of detection.
2. The City will monitor its use of water and will curtail activities such as hydrant flushing and street cleaning.

#### **Regulation Actions**

1. The public will be asked to curtail some outdoor water use and to make efficient use of indoor water (i.e., wash full loads, take short showers, don't let faucets run, etc.)

### **STAGE 2: WATER WARNING**

#### **Goals**

The goals of this stage are to reduce peak demands by 20% and to reduce overall weekly consumption by 10%.

Commented [DM9]: Is 20% and 10% realistic?

#### **Triggers**

This stage is triggered by any one of the following conditions:

1. The City's storage has fallen below 70% capacity and will not recover.
2. Providers of purchased water have issued a Stage 2 Water Warning, or the City has been notified that the Clinton Water Treatment Plant or the RWD 2 plant at Hillsdale Lake has indicated that lake or plant conditions are such that a reduction in available potable water is imminent.
3. Demand for one day is in excess of 210,000 gallons per day for five consecutive days.
4. The Kansas Water Office has issued a water warning based on the remaining storage in the water marketing in Hillsdale Lake and/or Clinton Reservoir.

Commented [RJ10]: Mike - checking on number

#### **Education Actions**

1. The City Administrator or Marketing and Communications Manager designee will make weekly news releases and social media posts describing present conditions and indicating the water supply outlook for the upcoming week.
2. Previous month summaries of precipitation, temperature, water levels and storage will be made public at the beginning of each month.

3. The City will place inserts in each customer's water bill outlining tips on conserving water indoors and outdoors.
4. Water conservation articles will be provided to the local newspaper.

#### **Management Actions**

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within twenty-four hours of detection.
3. City staff will stop all unnecessary water consumption, including operation of fountains, watering of City grounds, and washing of vehicles.

#### **Regulation Actions**

1. An odd/even lawn watering system will be imposed on City residents. Residents with odd-numbered addresses will water on odd days; even addresses will water on even days.
2. Outdoor water use, including lawn watering and car washing, will be restricted to before 10:00 a.m. and after 9:00 p.m.
3. Refilling of swimming pools will be allowed one day a week after sunset.
4. Waste of water will be prohibited.

### **STAGE 3: WATER EMERGENCY**

#### **Goals**

The goals of this stage are to reduce peak demands by 50% and to reduce overall weekly consumption by 25%.

#### **Triggers**

This state is triggered by any one of the following conditions:

1. The City's storage has fallen below 50% capacity;
2. Providers of purchased water has issued a Stage 3 Water Emergency, or the City has been notified that the Clinton Water Treatment Plant or the RWD 2 plant at Hillsdale Lake has indicated that lake or plant conditions are such that a reduction in available potable water is imminent;
3. Demand for one day is in excess of 250,000 gallons;
4. Emergency conditions related to repairs or water quality; or
5. The Kansas Water Office has issued a water emergency based on the remaining storage in the water marketing in Hillsdale Lake and/or Clinton Reservoir.

Commented [RJ11]: Mike – checking on number

#### **Education Actions**

1. The City Administrator or designee will make daily news releases, [direct alert system messaging and social media posts](#) to the local media describing present conditions and indicating the water supply outlook for the next day.
2. Previous day summaries of precipitation, temperature, water levels and storage will be made public each day.
3. The City will hold public meetings to discuss the emergency, the status of the City's supply and further action that needs to be taken.

#### **Management Actions**

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within twenty-four hours of detection.
3. The City will seek additional emergency supplies from other agencies, the state or the federal government.

#### **Regulation Actions**

1. All Outdoor water use will be banned.
2. Waste of water will be prohibited.

#### **PLAN REVISION, MONITORING, AND EVALUATION**

The City of Edgerton has established a monthly management practice of reviewing monthly totals for water purchased, residential/commercial sales, water provided free-of-charge, and "unaccounted for water". Problems noted during the monthly review will be resolved as soon as possible.

The City Municipal Water Conservation Plan will be reviewed during the month of ~~March~~ [April](#) each year and on a more frequent basis during drought or other water shortage conditions. If the water conservation GPCD goals for the previous year are not met, then the City will review the data collected from the previous year in relationship to the status and effectiveness of the conservation practices that are outlined in our plan and will provide a status report to the Kansas Water Office which will also include any additional water conservation practices that may need to be taken in order for the City to achieve and maintain its water use conservation GPCD goals.





**Water Conservation Plan**  
**for the**  
**City of Edgerton, Kansas**

**2020 Edition**



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# **WATER CONSERVATION PLAN**

## **INTRODUCTION**

The City of Edgerton, Kansas supplies water to the residents of the City and a few customers outside the City limits along transmission mains from metering and booster pump station sites located east of Baldwin and east of Edgerton.

The City purchases potable water from Baldwin City, Kansas (herein "Baldwin") and raw water from Hillsdale Lake from Hillsdale Area Water Cooperative (herein "HAWC"). The Baldwin metered connection point and booster pump is located at 1897 N. 200 Road in Douglas County east of Baldwin City. The Baldwin contract provides for 74,000,000 gallons per year (250,000 gallons per day maximum) and expires in 2023.

The City entered into an agreement with the Kansas Water Authority to become part of HAWC for a maximum of 200,000,000 gallons of water per year. HAWC has a graduated agreement to purchase water from the Hillsdale Reservoir until the maximum is reached. Contracts also provide for the treatment of the Hillsdale supply by Miami County Rural Water No. 2 (herein "RWD 2"). Currently, HAWC allocates to Edgerton 3.57% of the total water volume available by Hillsdale Reservoir. This rate averages 80,144,705 gallons per year over the last two years. This supply is transported by Johnson County Rural Water District No. 7 (herein "JO7") to the City's Spoon Creek Booster Pump Station located at 20690 Spoon Creek Road located east of Edgerton in Johnson County. Both of the City's booster pump stations are checked daily.

The City owns several elevated storage facilities:

- 50,000-gallon tank located at 408 First Street;
- 150,000-gallon tank located at 818 West Eighth Street and;
- 200,000-gallon tank located at 20325 County Line Road.

The City maintains one non-metered emergency connection with JO7. The primary emergency connection with JO7 is located on Edgerton Road and Morgan Street. The City has an agreement with JO7 dated September 9, 2008 that provides the terms for the primary emergency connection.

## **PURPOSE**

The primary objective of the Water Conservation Plan for the City of Edgerton is to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought Response Section) to assure the City customers of an adequate water supply to meet their needs. The efficient use of water also has the beneficial effect of limiting or postponing water distribution system expansion and thus limiting or postponing the resultant increases in costs, in addition to conserving the limited water resources of the State of Kansas.

## **LONG-TERM WATER USE EFFICIENCY**

### **Water Use Conservation Goals**

The City of Edgerton used 63 gallons per person per day (GPCD) in 2017.

This GPCD figure included:

- a) water sold to residential/commercial customers;
- b) water distributed for free public services (parks, cemeteries, swimming pools etc.); and
- c) water lost by leaks in the water distribution system.

However, the GPCD figure does include municipally supplied water for industries that use over 200,000 gallons per year. According to Figure 1, shown in the [2017 Kansas Municipal Water Use Publication](#), the City of Edgerton is located in Region 8M. From this publication it was determined that the City GPCD water use was 63, which was 39% below the regional average of 102 GPCD among cities in Region 8M during 2017. The City desires to set a water use conservation goal for usage not to exceed 86 GPCD based on the regional average of the last five years (2010-2014). Our City anticipates not exceeding this goal by carrying out the specific actions that are outlined in our plan.

### **Water Conservation Practices**

This subsection of the Plan summarizes the current education, management and regulation efforts that relate to the long-term conservation of water in the City. Specific practices that will be undertaken to conserve water are listed and a target date to begin each practice is also shown.

#### **1. Education**

The City water bills show the total number of gallons of water used during the billing period and the amount of the bill. Water conservation tips are periodically provided with the water bills.

The City provides water conservation information to residents via the City's website and monthly newsletter.

The City has chosen the following conservation practices for the Education Component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

<b>Education Conservation Practices</b>	<b>Status</b>
<ul style="list-style-type: none"><li>Water conservation tips to be provided periodically, annually at a minimum, either with water statements or included with City newsletters.</li></ul>	On-going
<ul style="list-style-type: none"><li>Informational brochures on the City's water supply will be available for distribution to customers at City Hall.</li></ul>	On-going
<ul style="list-style-type: none"><li>Water bills will show the amount of water used in gallons and the cost of the water.</li></ul>	On-going
<ul style="list-style-type: none"><li>Education for students about water conservation measures</li></ul>	On-going
<ul style="list-style-type: none"><li>Participation in third-party water conservation messaging, like "Imagine A Day Without Water"</li></ul>	On-going

## 2. Management

The City of Edgerton has a meter installed at the delivery point and connection to the Baldwin and RWD 7. The meters are checked for accuracy annually. Meters registering within 3% above or below test results are deemed to be accurate. Meters are monitored daily by the City and at least monthly by City of Edgerton Utility Staff, Baldwin, and JO7. Meters are repaired or replaced as soon as possible if determined to be inaccurate. A master meter may be obtained if needed for immediate replacement. These metering requirements also apply to the additional water supply from Hillsdale Lake. RWD 2 provides treatment and JO7 provides transportation of this supply to the City's Spoon Creek Booster Pump Station.

Water meters are installed for all customers as well as all government buildings and grounds even if the amount of water provided is free of charge. In 2016, the Edgerton City Council approved a capital improvement project to replace each customer meter with Automated Metering Infrastructure (herein "AMI"), which was completed in 2017.

The City reads each customer's water meter and mails a water bill to each customer on a monthly basis. Customer water meters are generally read on the 20<sup>th</sup> of each month or as close thereto as is practical. Water usage is calculated after each reading. Total usage is compared to total purchases on a monthly basis. Water leaks from the City public water distribution system are repaired when discovered. Water pressure is also checked periodically at various locations throughout the system.

Individual usage changes of less than 50% and above 150% are investigated by the Utilities Department if warranted after an initial review by the Administrative staff. If water loss is suspected, the City attempts to notify the customer for further information and to have the customer check for unnecessary loss. These include checking for running toilets, running hoses or faucets, and water pooling or running away from structures. The automated metering infrastructure installed by the City provides staff additional tools to identify possible water loss and contact customers more quickly.

Water sales are based on the amount of water used. The City reviews its water rates and rate structure annually during the budget process. The City of Edgerton performed a comprehensive rate structure and fee analysis in 2015. Both the rate structure and fees were updated to encourage water conservation. Current rates and structures are available in the City Fee Resolution on the city's website at [www.edgertonks.org](http://www.edgertonks.org).

The City has chosen the following conservation practices for the management component of the Long-Term Water Use Efficiency section of the Water Conservation Plan:

Management Conservation Practices	Status
<ul style="list-style-type: none"><li>All source water intakes will have meters installed and the meters will be repaired or replaced within two weeks when malfunction occurs.</li></ul>	On-going

<ul style="list-style-type: none"> <li>Meters at source water intakes will be tested for accuracy at least once every year. Each meter will be repaired or replaced if its test measurements are not within 3% of the actual volume of water passing through the meter.</li> </ul>	On-going
<ul style="list-style-type: none"> <li>Meters will be installed at all service connections, including separate meters for municipally-operated irrigation systems.</li> </ul>	On-going
<ul style="list-style-type: none"> <li>All meters at source water intakes will be read daily and meters at individual service connections will be read at least once every month.</li> </ul>	On-going
<ul style="list-style-type: none"> <li>A reading will be taken at each raw water intake meter during the monthly billing cycle.</li> </ul>	On-going
<ul style="list-style-type: none"> <li>The City investigates, prioritizes, and begins repairs on leaks whenever the amount of unbilled water (amount of water provided free for public service, used for treatment purposes, water loss, etc.) exceeds 25% of the total source water intake for a two-month time period.</li> </ul>	On-going
<ul style="list-style-type: none"> <li>Water sales are based on the amount of water used.</li> </ul>	Implemented
<ul style="list-style-type: none"> <li>Customer meters will be scheduled for replacement in line with industry standards, which will improve reading efficiencies and provide better detection of possible leaks.</li> </ul>	Implemented

### 3. Regulation

The City has an adopted plumbing code. The City encourages builders and homeowners to install water conserving plumbing fixtures, such as low-flow toilets, that reduce water consumption. Most new homes and/or remodeling projects do include the use of water conservation toilets and faucets to reduce homeowners' overall utility costs.

Regulatory Actions	Status
<ul style="list-style-type: none"> <li>Utilize plumbing guidelines that encourage water conservation for new residential construction.</li> </ul>	Implemented

## **DROUGHT RESPONSE**

The City addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Administrator or designee is authorized by ordinance to implement the appropriate conservation measures.

### **Stage 1: Water Watch**

#### **Goals**

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

#### **Triggers**

This stage is triggered by any one of the following conditions:

1. The City's storage has fallen below 85% capacity and will not recover.
2. Providers of purchased water have issued a Stage 1 Water Watch, or providers have notified Edgerton that the Clinton Water Treatment Plant or the RWD #2 Plant at Hillsdale Lake has indicated that lake or plant conditions are such that a reduction in available potable water is imminent.
3. Demand for one day is in excess of 170,000 gallons per day for five consecutive days.
4. The Kansas Water Office has issued a water watch based on the remaining storage in the water marketing in Hillsdale Lake and/or Clinton Reservoir.



#### **Education Actions**

1. The City will make bi-monthly news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming season.
2. Previous month summaries of precipitation, temperature, water levels and storage will be made public at the beginning of each month.
3. Water-saving tips will be included in billings to water utility customers.

#### **Management Actions**

1. Leaks will be repaired within forty-eight hours of detection.
2. The City will monitor its use of water and will curtail activities such as hydrant flushing and street cleaning.



#### **Regulation Actions**

1. The public will be asked to curtail some outdoor water use and to make efficient use of indoor water (i.e., wash full loads, take short showers, don't let faucets run, etc.)

## **STAGE 2: WATER WARNING**

#### **Goals**

The goals of this stage are to reduce peak demands by 20% and to reduce overall weekly consumption by 10%.

### **Triggers**

This stage is triggered by any one of the following conditions:

1. The City's storage has fallen below 70% capacity and will not recover.
2. Providers of purchased water have issued a Stage 2 Water Warning, or the City has been notified that the Clinton Water Treatment Plant or the RWD 2 plant at Hillsdale Lake has indicated that lake or plant conditions are such that a reduction in available potable water is imminent.
3. Demand for one day is in excess of 210,000 gallons per day for five consecutive days,.
4. The Kansas Water Office has issued a water warning based on the remaining storage in the water marketing in Hillsdale Lake and/or Clinton Reservoir.

### **Education Actions**

1. The City Administrator or Marketing and Communications Manager will make weekly news releases and social media posts describing present conditions and indicating the water supply outlook for the upcoming week.
2. Previous month summaries of precipitation, temperature, water levels and storage will be made public at the beginning of each month.
3. The City will place inserts in each customer's water bill outlining tips on conserving water indoors and outdoors.
4. Water conservation articles will be provided to the local newspaper.

### **Management Actions**

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within twenty-four hours of detection.
3. City staff will stop all unnecessary water consumption, including operation of fountains, watering of City grounds, and washing of vehicles.

### **Regulation Actions**

1. An odd/even lawn watering system will be imposed on City residents. Residents with odd-numbered addresses will water on odd days; even addresses will water on even days.
2. Outdoor water use, including lawn watering and car washing, will be restricted to before 10:00 a.m. and after 9:00 p.m.
3. Refilling of swimming pools will be allowed one day a week after sunset.
4. Waste of water will be prohibited.



## **STAGE 3: WATER EMERGENCY**

### **Goals**

The goals of this stage are to reduce peak demands by 50% and to reduce overall weekly consumption by 25%.

### **Triggers**

This state is triggered by any one of the following conditions:

1. The City's storage has fallen below 50% capacity;
2. Providers of purchased water has issued a Stage 3 Water Emergency, or the City has been notified that the Clinton Water Treatment Plant or the RWD 2 plant at Hillsdale Lake has indicated that lake or plant conditions are such that a reduction in available potable water is imminent;
3. Demand for one day is in excess of 250,000 gallons;
4. Emergency conditions related to repairs or water quality; or
5. The Kansas Water Office has issued a water emergency based on the remaining storage in the water marketing in Hillsdale Lake and/or Clinton Reservoir.

### **Education Actions**

1. The City Administrator or designee will make daily news releases, direct alert system messaging and social media posts to the local media describing present conditions and indicating the water supply outlook for the next day.
2. Previous day summaries of precipitation, temperature, water levels and storage will be made public each day.
3. The City will hold public meetings to discuss the emergency, the status of the City's supply and further action that needs to be taken.

### **Management Actions**

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within twenty-four hours of detection.
3. The City will seek additional emergency supplies from other agencies, the state or the federal government.

### **Regulation Actions**

1. All Outdoor water use will be banned.
2. Waste of water will be prohibited.



### **PLAN REVISION, MONITORING, AND EVALUATION**

The City of Edgerton has established a monthly management practice of reviewing monthly totals for water purchased, residential/commercial sales, water provided free-of-charge, and "unaccounted for water". Problems noted during the monthly review will be resolved as soon as possible.

The City Municipal Water Conservation Plan will be reviewed during the month of March each year and on a more frequent basis during drought or other water shortage conditions. If the water conservation GPCD goals for the previous year are not met, then the City will review the data collected from the previous year in relationship to the status and effectiveness of the conservation practices that are outlined in our plan and will provide a status report to the Kansas Water Office which will also include any additional water conservation practices that may need to be taken in order for the City to achieve and maintain its water use conservation GPCD goals.

## City Council Action Item

**Council Meeting Date:** September 10, 2020

**Department:** Public Works

### **Agenda Item: Consider Resolution No. 09-10-20D Approving The Water Emergency Plan For The City of Edgerton, Kansas, And Authorizing The City Administrator To Implement Said Plan As Needed**

**Background/Description of Item:**

Staff recommends the City Council consider adopting Resolution No. 09-10-20D to approve the updated Water Emergency Plan providing for the means of managing water resources in the event of an emergency or weather-related event. A Water Emergency Plan is a best management practice for water utilities and is required for water utilities by the Kansas Water Office. The plan was last approved by City Council on July 14, 2016.

The primary objective of the Water Emergency Plan for the City is to isolate and conserve an adequate supply of potable water during emergency conditions that will be used only to sustain human life and maintain acceptable standards of hygiene and sanitation. Other topics included in the Plan include Organizational Hierarchy, Mutual Aid, Emergency Equipment and Supplies and Disaster Response. The Plan also includes critical contact information needed at time of an emergency.

Staff recommends the Water Emergency Plan be reviewed on an annual basis simultaneously with the Water Conservation Plan. The 2020 updates include new communication measures to include City of Edgerton social media accounts and new contact information in Appendix A.

**Related Ordinance(s) or Statue(s):** Ordinance No. 1022

**Funding Source:** N/A

**Budget Allocated:** none

x Karen E. Kindle

**Finance Director Approval:** Karen Kindle, Finance Director

**Recommendation: Approve Resolution No. 09-10-20D Approving The Water Emergency Plan For The City of Edgerton, Kansas, And Authorizing The City Administrator To Implement Said Plan As Needed**

**Enclosed:**

Resolution No. 09-10-20D  
Draft Water Emergency Plan

**Prepared by:**

Dan Merkh, Public Works Director

## **RESOLUTION NO. 09-10-20D**

### **A RESOLUTION APPROVING A WATER EMERGENCY PLAN FOR THE CITY OF EDGERTON, KANSAS, AND AUTHORIZING THE CITY ADMINISTRATOR TO IMPLEMENT SAID PLAN AS NEEDED**

**WHEREAS**, the City of Edgerton, Kansas (the "City"), desires to provide for the means of managing water resources in the event of an emergency or weather-related event; and

**WHEREAS**, establishing a Water Emergency Plan is a best management practice for water utilities and is required for water utilities by the Kansas Water Office; and

**WHEREAS**, a copy of the Water Emergency Plan is attached hereto and the City desires to approve the Water Emergency Plan to continue to provide for the City's response for water in the event of an emergency;

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

### **WATER EMERGENCY PLAN**

#### **SECTION ONE – ADOPTION**

The Governing Body hereby adopts and establishes the "City of Edgerton Water Emergency Plan" as provided herein as the official policy for emergency water and water management during emergencies by the City.

#### **SECTION TWO - RESPONSIBILITY FOR ENFORCEMENT**

The City Administrator shall be responsible to the Governing Body for the enforcement of this Water Emergency Plan.

#### **SECTION THREE - REVIEW**

The Governing Body shall from annually review this policy and provide for any changes that are necessary for the prudent management of the City's water resources in the event of an emergency. The City Administrator is hereby authorized to update **Appendix A** of the Plan as needed to provide the most up-to-date information as to contacts as may be required in an emergency situation.

#### **SECTION FOUR – FILING OF CERTIFIED COPIES**

The Governing Body hereby directs and instructs the City Clerk to file this Resolution to provide guidance to the City Administrator, staff, and the general public regarding the City's Water Emergency Plan.

#### **SECTION FIVE – EFFECTIVE DATE**

This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR this 10<sup>th</sup> day of September, 2020.**

**CITY OF EDGERTON, KANSAS**

By: \_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

\_\_\_\_\_  
Christopher Clinton, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Lee Hendricks, City Attorney



**Water Emergency Plan**

**for the**

**City of Edgerton, Kansas**

**2020 Edition**

Adopted by Resolution No. 09-10-20D

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*RESOLUTION NO. 09-10-20D*

**APPROVING A WATER EMERGENCY PLAN FOR THE CITY OF EDGERTON, KANSAS,  
AND AUTHORIZING THE CITY ADMINISTRATOR TO IMPLEMENT SAID PLAN AS  
NEEDED**

**WHEREAS**, the City of Edgerton, Kansas (the "City"), desires to provide for the means of managing water resources in the event of an emergency or weather-related event; and

**WHEREAS**, establishing a Water Emergency Plan is a best management practice for water utilities and is required for water utilities by the Kansas Water Office; and

**WHEREAS**, a copy of the Water Emergency Plan is attached hereto and the City desires to approve the Water Emergency Plan to continue to provide for the City's response for water in the event of an emergency;

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

**WATER EMERGENCY PLAN**

**SECTION ONE – ADOPTION**

The Governing Body hereby adopts and establishes the "City of Edgerton Water Emergency Plan" as provided herein as the official policy for emergency water and water management during emergencies by the City.

**SECTION TWO - RESPONSIBILITY FOR ENFORCEMENT**

The City Administrator shall be responsible to the Governing Body for the enforcement of this Water Emergency Plan.

**SECTION THREE - REVIEW**

The Governing Body shall review policy annually and provide for any changes that are necessary for the prudent management of the City's water resources in the event of an emergency. The City Administrator is hereby authorized to update **Appendix A** of the Plan as needed to provide the most up-to-date information as to contacts as may be required in an emergency.

**SECTION FOUR – FILING OF CERTIFIED COPIES**

The Governing Body hereby directs and instructs the City Clerk to file this Resolution to provide guidance to the City Administrator, staff, and the general public regarding the City's Water Emergency Plan.

**SECTION FIVE – EFFECTIVE DATE**

This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.



**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR this 10<sup>th</sup> day of September, 2020.**

**CITY OF EDGERTON, KANSAS**

By: \_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

\_\_\_\_\_  
Christopher Clinton, City Clerk

\_\_\_\_\_  
Lee Hendricks, City Attorney

[END OF PAGE]

## **WATER EMERGENCY PLAN**

### **INTRODUCTION**

The City of Edgerton, Kansas supplies water to the residents inside and outside the corporate city limits of Edgerton along transmission mains from metering and booster pump station sites located east of Baldwin and east of Edgerton.

The City purchases potable water from Baldwin City, Kansas (herein "Baldwin") and raw water from Hillsdale Lake from Hillsdale Area Water Cooperative (herein "HAWC"). The Baldwin metered connection point and booster pump is located at 1897 N. 200 Road in Douglas County east of Baldwin City. The Baldwin contract provides for 74,000,000 gallons per year (250,000 gallons per day maximum) and expires in 2023.

The City entered into an agreement with the Kansas Water Authority to become part of HAWC for a maximum of 200,000,000 gallons of water per year. Contracts also provide for the treatment of the Hillsdale supply by Miami County Rural Water No. 2 (herein "RWD 2"). HAWC has a graduated agreement to purchase water from the Hillsdale Reservoir until the maximum is reached. Currently, HAWC allocates to Edgerton 3.57% of the total water volume available by Hillsdale Reservoir. This rate averages 80,144,705 gallons per year over the last two years. This supply is transported by Johnson County Rural Water District No. 7 (herein "JO7") to the City's Spoon Creek Booster Pump Station located at 20690 Spoon Creek Road located east of Edgerton in Johnson County. Both of the City's booster pump stations are checked daily.

The City owns several elevated storage facilities:

- 50,000-gallon tank located at 408 First Street;
- 150,000-gallon tank located at 818 West Eighth Street and;
- 200,000-gallon tank located at 20325 County Line Road.

The City maintains one non-metered emergency connection with JO7. The primary emergency connection with JO7 is located on Edgerton Road and Morgan Street. The City has an agreement with JO7 dated September 9, 2008 that provides the terms for the primary emergency connection.

### **PURPOSE**

The primary objective of the Water Emergency Conservation Plan (herein "Plan") for the City is to isolate and conserve an adequate supply of potable water during emergency conditions that will be used only to sustain human life and maintain acceptable standards of hygiene and sanitation.

### **ORGANIZATIONAL HIERARCHY**

In the event of a water emergency, unless calling 911 is in order, the Utility Superintendent shall immediately contact the Public Works Director and City Administrator. The City Administrator, or designee, shall determine if an Emergency Operations Center (EOC) is required to organize a proper response. If it is determined that an EOC is needed, the primary location for the EOC shall be located at City Hall, 404 E. Nelson Street. If this location is not available, another location shall be established for the EOC.

The following persons or agencies shall be notified immediately. At the onset of an emergency event, the notification order shall not be linear. As appropriate, notifications shall be simultaneous by various staff.

1. Utility/Public Works Superintendent;
2. Public Works Director;
3. City Administrator;
4. Kansas Department of Health and Environment (KDHE);
5. Mayor and Council Members;
6. Johnson County Emergency Management;
7. Marketing and Communications Manager;
8. City Employees;
9. Others as necessary

If necessary, the City Administrator, in conjunction with KDHE, shall issue a Declaration of Emergency to the general public and the news media describing the problem and other pertinent information or directions. KDHE will be kept informed of the progress. If a Declaration of Emergency is not necessary, the City Administrator shall communicate pertinent information to the Governing Body and citizens.

Staff meetings, Special City Council meetings, or other meetings will be held as necessary to make the decisions required for the management of the emergency. All parties will be kept informed of the damages and the steps being taken to correct the problem. Detailed records shall be kept of costs and actions taken so as to assess any financial liability to third parties if necessary and to document the cost for other governmental needs.

The City Administrator, or designee, shall provide communications to the Mayor and City Council, news media and state agencies as necessary. If professional assistance is needed, such as an engineering firm, the City Administrator, or designee, shall make the contacts with the approval of the City Council. If the issue is significant enough that services or equipment are needed prior to the arrangement of a Special City Council meeting, the City Administrator shall move forward with the procurement of any equipment and services necessary. Such services and/or products shall be thoroughly documented to provide a record of the response for the City's use after the issue.

The City Administrator shall work with staff and other applicable agencies to assess damages, determine actions needed, and provide overall supervision. The City Administrator, or designee, will stay in contact with the necessary utilities and agencies named herein, so as to be able to keep current on existing conditions. The City Administrator shall, from time to time, name an assigned supervisor to take command in his or her absence.

## **MUTUAL AID AND ALTERNATE SOURCES**

The City of Edgerton has an emergency connection agreement with Water7 for the location of W 8<sup>th</sup> St. and Morgan St. The City has two sources of water available through Baldwin and HAWC. If one of those suppliers is compromised, the other can be utilized. Bulk providers have been identified to supply water, including tanker trucks and bottled water purchased through local suppliers. (See contacts in the appendix for specific contact information.) If necessary, contacts will be made with other cities or regional rural water districts to solicit assistance or supplies as needed.

## **EMERGENCY EQUIPMENT/SUPPLIES**

The City maintains an inventory of water system maintenance supplies, pipes, fittings, and other necessary supplies. The City also maintains its own equipment that could be used during a water emergency including: an excavator, loader, dump truck, and sewer trailer. Other ancillary equipment such as small pumps and small generators are also maintained in the City's inventory. The City has the ability to obtain a large generator from local Rental Stores and possibly local quarry. In addition, the City can call on other cities in the area or local contractors to assist with the provision of services or equipment as may be needed to address an issue. Contact information regarding these agencies and contractors are discussed at the end of this document.

## **DISASTER RESPONSE**

The City has established procedures for the declaration of an emergency. The procedures also describe the steps that should be taken to direct the conservation of water throughout the community as needed. The determination to direct the conservation of water may be made for drought purposes and other types of emergencies.

If a chemical spill or other contamination of the water system should occur, immediate notification will be made to the Kansas Department of Health and Environment (KDHE), Johnson County Fire District No. 1 and the Region 7 EPA office. The City Administrator, or designee, shall determine which other agencies shall be notified. During this event, the City will work with the regional authority having jurisdiction of the impacted area.

The Utility Superintendent, or designee, will monitor the level of water being pumped and stored at City facilities. If there is contamination from the storage towers, towers that have been contaminated will be immediately shut down. Steps will be taken to isolate the contamination and actions taken to clean up any such contamination.

If water needs to be trucked in from other sources, the City Administrator, or designee, shall make arrangements to secure tanker trucks and potable water from an available source. If extra personnel or equipment needs to be brought in, the City Administrator, or designee, can request aid from the Johnson County Emergency Management Office.

If the contamination source is determined and is due to a backflow condition, immediate steps will be taken to determine the area of contamination and to isolate it if possible. The area of contamination may be isolated by shutting off valves on the mains along the contamination area. Residents and businesses in the contaminated area will be informed that the water cannot be used until further notice. Mains will be flushed and other necessary steps will be taken to eliminate

the contamination. The City will have the water source and supply tested to ensure that contamination no longer poses a threat to the public.

Should a power outage occur, and it is determined that there is not sufficient water in the elevated storage facilities, a portable generator will be used or obtained to operate the pump as needed. Should major damage occur to any of the City's booster pump stations, the Utility Superintendent, or designee shall conduct an assessment of the facilities. Any required repairs will be made to provide for the continued operation of the City's system. If such facilities cannot be repaired immediately, the Utility Superintendent, or designee, will make arrangements for water to be brought in from outside sources.

A major water main break may trigger water conservation measures. If the Utility Superintendent determines that water conservation measures are prudent or necessary, he or she shall contact the City Administrator, Public Works Director, and Marketing & Communications Manager to prepare a news release and communicate with the media. The City Administrator shall also contact the Governing Body to inform them of the situation. The Utility Superintendent shall contact other agencies for any assistance. The leak will be isolated, and crews will make the necessary repairs. If needed, an alternate water supply will be established.

The following calculations as set by state authorities will be used to determine water supply needs:

Stage 1 – Potable water for human consumption (drinking and cooking) and sanitation of hospital equipment are the only permitted uses.

- Individuals: 0.5-5.0 gallons per capita per day (GPCD)
- Hospitals and care center: 5-15 GPCD
- Mass Shelters: 3 GPCD

Stage 2 – Potable water for human consumption and general sanitation.

- Individuals: 25 GPCD
- Hospitals and care centers: 25-40 GPCD
- Mass shelters: 25 GPCD

Stage 3 – Increased usage for human consumption and general sanitation plus reserves for fire defense.

- Individuals: 40 GPCD
- Hospitals and care centers: 40 GPCD
- Mass shelters: 25 GPCD
- Fire defense reserves: Based upon past experience of the community's firefighting demands and system ability to produce or obtain additional water.

Stage 4 – Conditions near normal. Selective industrial, commercial, and agricultural usage is permitted. Such usage is relative to the PWSS's production capability.

Should a storage tank facility be damaged, the tank will be isolated from the water system and an assessment of the needed repairs shall be made. Repairs or replacement will be made as determined and approved by the Utility Superintendent. If pumping is required to be made directly into the system, sufficient personnel will be made available to monitor the situation.

If terrorist threats are made, the Johnson County Sheriff's Department will be immediately notified. Steps will be taken to safeguard the City water facilities. If radioactive fallout occurs, notification will be made to the officials listed in the Organizational Hierarchy section of this document. All necessary steps will be taken to protect the water supply. If necessary, another source of water will be utilized.

## **APPENDIX A**

### **PUBLIC OFFICIALS**

City Administrator: Beth Linn

Office: Edgerton City Hall

PO Box 255

404 E. Nelson Street

Edgerton, KS 66021

Phone: (913) 893-6231 office

Kara Banks, Marketing and Communications Manager

Phone: (913) 302-2962 cell

Utility Department:

Office: Big Bull Creek Wastewater Treatment Facility

20600 Homestead Lane

Edgerton, KS 66021

Phone: (913) 893-6231 office

Michael Mabrey, Utilities Superintendent

Phone: (913) 709-7278 cell

Wayne Kauffman, Maintenance Technician I

Phone: (785) 813-2018 cell

Public Works Department:

Dan Merkh, Public Works Director

Phone: (913) 271-9757

Trey Whitaker, Public Works Superintendent

Phone: (816) 206-2358

After Hours On-call Phone

Phone: (913) 893-6231, "1"

### **CALL FOR LOCATES/REPAIRS**

Kansas One-Call

Phone: 811 or 1-800-344-7233

Kansas Gas (Emergency Line)

Phone: (888) 482-4950

Evergy

Phone: (888) 471-5275

CenturyLink

Phone: (800) 786-6272

Mediacom

Phone: (855) 633-4226

RG Fiber

Phone: (785) 594-5414

KPC Pipeline

Phone: (800) 467-2751

### **OTHER AGENCIES**

KDHE, Emergency 24/7

Phone: (785) 291-3333

KDHE, NE Dist. Lawrence

Phone: (785) 842-4600

KDHE, Bureau of Water

Phone: (785) 296-5500

KDHE, Afterhours 24/7 automated

Phone: (785) 296-1500

Johnson County Rural Water District No. 7

Phone: (913) 856-7375

Miami County Rural Water District No. 2

Phone: (913) 783-4325

Kansas Water Office

Phone: (785) 296-3185

Baldwin City Water Department

Phone: (785) 594-6427

Baldwin City Public Works Director

Phone: (785) 766-6607

City of Gardner Water Plant

Phone: (913) 856-7246

City of Gardner Public Works Department

Phone: (913) 856-6945

City of Wellsville  
Johnson County Emergency Management  
Kansas Rural Water Association

Phone: (785) 883-2296  
Phone: (913) 715-1007  
Phone: (785) 336-3760

Johnson County Officials:

JoCo Sheriff's Department (non-emergency dispatch)  
Johnson County First District No. 1  
Johnson County Emergency Communications  
Johnson County Emergency Management  
Johnson County Environmental

Phone: (913) 782-0720  
Phone: (913) 893-6820 office  
Phone: (913) 826-1020 office  
Phone: (913) 782-3038  
Phone: (913) 492-0402

**SUPPLIERS:**

**Raw Materials**

Mid-States Material  
20125 S. Sunflower Rd.  
Edgerton, KS 66021  
(855) 310-7625  
Chad Gerhardt (785) 409-4244

**Water Line Maintenance/Repair**

Olathe WinWater Works Company  
1165 W 149<sup>th</sup> St.  
Olathe, KS 66062  
(913) 829-3300

HD Supply Waterworks  
11510 S. Strang Line Rd  
Olathe, Ks 66062  
(913) 469-5820

**Water Towers and Telemetry**

Utility Service Company  
11414 Wil Mar Drive  
Liberty, MO 64068  
Joe Taylor (314) 420-4912

SUEZ  
Kansas Service Center  
1259 S 220<sup>th</sup> St. PO Box 362  
Pittsburg, Ks 66762  
(800) 835-0145 (620) 232-2160

System Manufacturing Inc.  
PO Box 23039  
Overland Park Ks 66283  
(913) 422-8405  
Matt Stalbaumer 913-485-3307

EFI – Engineered Fluid Inc.  
1308 N. Maple Street  
PO Box 723  
Centralia, IL 62801  
(618) 533-1351

Schulte Supply  
4331 S Washington Ave.  
Independence, MO 64055  
(855) 843-3711

EFI – Solutions  
1308 N. Maple Street  
PO Box 723  
Centralia, IL 62801  
(618) 533-1459



## **RENTAL EQUIPMENT**

Gerken Rental  
260 N Moonlight Rd  
Gardner Ks, 66030  
(913) 856-8882

Mid States Rental  
556 W Main St.  
Gardner, KS 66030  
(913) 574 - 7270

Bledsoe Rental  
208 W Dennis Ave  
Olathe Ks, 66061  
(913) 764-3337

United Rentals  
11615 SOUTH ROGERS ROAD  
Olathe, KS 66062  
(913) 338-3363

## **CONTACTS:**

### **Generator and Equip**

Logan Contractor Supply  
1325 S Enterprise St.  
Olathe, KS 66061  
(913) 768-1551

Foley Equipment  
5701 87<sup>th</sup> St.  
Kansas City, MO 64132  
(816) 753-5300

Central Power Supply  
1900 Plumbers Way  
Liberty, MO 64068  
(816) 415-6700

C&C Group  
10012 Darnell St.  
Lenexa, KS 66215  
(913) 888-6200

### **Heavy Equipment**

Foley Equipment (816) 753-5300  
Heartland Midwest (913) 397-6653  
Vermeer Great Plains (913) 782-3655  
KC Bobcat (913) 829-4600  
Coleman Equipment (913) 422-3040  
Vermeer Great Plains (913) 782-3655  
Heartland Midwest (913) 397-6653  
Brown Const. (913) 406-9056

### **Tanker Trucks**

Wise Hauling (913) 238-0201  
A-Wise Hauling (913) 514-0248  
AAA Water Haul Co (913) 206-4768  
(Monday-Tuesday ONLY)

Lab  
City of Olathe Environmental Laboratory  
25851 W 119<sup>th</sup> St  
Olathe, KS 66061  
913-971-8310