

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, September 21, 2020
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Phillip R. Jarvis
ROLL CALL.....City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Tuesday, September 08, 2020

PROCLAMATION

-Proclaiming the week of September 27, 2020 through October 3, 2020 as Fall Beautification Week

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2062 – An Ordinance – Authorizing and providing for the issuance of Taxable General Obligation Bonds, Series 2020-A, of the City of Winfield, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto.

Bill No. 2063 – A Resolution – Prescribing the form and details of and authorizing and directing the sale and delivery of Taxable General Obligation Bonds, Series 2020-A, of the City of Winfield, Kansas, previously authorized by Ordinance No. 4138 of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

Bill No. 2064 – An Ordinance – Amending Chapter 58, of the Code of Ordinances of the City of Winfield, Kansas, relating to the Uniform Public Offense Code, for Kansas Cities, 2020 Edition, by the amendment of Section 58-1.

Bill No. 2065 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 19-BI879 for construction of the Public Safety Facility Phase II.

Bill No. 2066 – A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southwest Quarter of Section 29, Township 32 South of Range 4 East of the 6th P.M., Cowley County, Kansas. (Daniels)

Bill No. 2067 – A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southwest Quarter of Section 29, Township 32 South of Range 4 East of the 6th P.M., Cowley County, Kansas. (Hovey)

Bill No. 2068 – A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southeast Quarter of Section 12, Township 33 South of Range 3 East of the 6th P.M., Cowley County, Kansas.(Champe)

Bill No. 2069 – A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southwest Quarter of Section 12, Township 33 South of Range 3 East of the 6th P.M., Cowley County, Kansas. (Rays Kane)

Bill No. 2070 – A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southwest Quarter of Section 7, Township 33 South of Range 4 East of the 6th P.M., Cowley County, Kansas. (Bradshaw)

Bill No. 2071 – A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southeast Quarter of Section 7, Township 33 South of Range 4 East of the 6th P.M., Cowley County, Kansas. (Meyer)

OTHER BUSINESS

- Consider Stonebrook Assessment actions/documents
- Consider Voting Delegates for the Kansas Power Pool Annual Meeting December 11, 2020
- Consider Park Board Appointments (3)
- Executive Session – Performance of an employee.

ADJOURNMENT

- Next Commission work session 4:00 Thursday, October 1, 2020.
- Next regular meeting 5:30 p.m. Monday, October 05, 2020.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
September 8, 2020

The Board of City Commissioners met in regular session, Tuesday, September 08, 2020 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Phillip R. Jarvis presiding. Commissioners Gregory N. Thompson and Ronald E. Hutto were also present. Also in attendance were Taggart Wall, City Manager; and Brenda Peters, City Clerk. William E. Muret, City Attorney, was absent. Other staff members present were Gary Mangus, Assistant to the City Manager; Gus Collins, Director of Utilities; Jerred Schmidt, Director of Information Systems; and Robbie DeLong, Police Chief.

City Clerk Peters called roll.

Commissioner Hutto moved that the minutes of the August 17, 2020 meeting be approved. Commissioner Thompson seconded the motion. With all Commissioners voting aye, motion carried.

OATH OF OFFICE

- City Clerk Peters gave the Oath of Office to Officer Brennon Marcotte
- City Clerk Peters gave the Oath of Office to Officer William Wollard

PRESENTATION

-Mini MPA presentation to Danielle Fullhart. Dr. Melissa Walker and Merci Emory from the Hugo Wall School were present through Zoom Meeting. City Manager Wall presented Danielle Fullhart with the Mini MPA.

PROCLAMATION

Mayor Jarvis presented a proclamation to Nancy Maier, Ron Niday, and Heather Gondoly, Mosaic, Inc., proclaiming the week of September 13, 2020 as Direct Support Professional Recognition Week.

Mayor Jarvis presented a proclamation acknowledging Tabatha Rosproy as the 2020 National Teacher of the Year.

BUSINESS FROM THE FLOOR

NEW BUSINESS

Bill No. 2059 – An Ordinance - Approving the form of and authorizing the execution of an Interlocal Cooperation Agreement respecting the financing of the acquisition of certain real property at Strother Field Airport/Industrial Park. City Manager Wall explains this Ordinance pertains to financing that will allow the Strother Field Commission to purchase certain property located at Strother Field, and providing an Interlocal Agreement between the City of Winfield, the City of Arkansas City and the Strother Field Commission setting terms for repayment of the bonds. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2059 was adopted and numbered Ordinance No. 4136.

Bill No. 2060 – An Ordinance - Annexing certain land into the corporate limits of the City of Winfield, Cowley County, Kansas, pursuant to K.S.A. 12-520 (a)(7). City Manager Wall explains this Ordinance annexes about 87 acres of land located on Highway 77 (previously purchased from the County) into the City, for future economic development purposes. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2060 was adopted and numbered Ordinance No. 4137.

Bill No. 2061 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application. (Winfield Arts and Humanities Council) Assistant to the City Manager Mangus explains that this Resolution authorizes serving of samples and selling wine through Kansas Farm Winery and identifies Art in the Park as a special event. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2061 was adopted and numbered Resolution No. 4620.

OTHER BUSINESS

-Consider Hydrogen Control System Replacement at the 12th Avenue Power Plant. Bryan Root explains this is for replacement of the existing Hydrogen Control System for safety purposes. Commissioner Hutto moves to approve the replacement of the Hydrogen Control System, seconded by Commissioner Thompson, all Commissioners voting aye, motion carried.

-Consider Server Replacement Project. Director of Information Systems Schmidt explains he is seeking approval for replacement of technology system servers in the amount of \$98,825.40. Commissioner Thompson moves to approve the replacement of technology system servers in the amount of \$98,825.40, seconded by Commissioner Hutto, all Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, the meeting adjourned at 5:54 p.m.

Signed and sealed this 17th day of September 2020. Signed and approved this 21st day of September 2020.

Brenda Peters, City Clerk

Phillip R. Jarvis, Mayor

P R O C L A M A T I O N

WHEREAS, the citizens of the City of Winfield are desirous of making our community a better place in which to live, work and play; and,

WHEREAS, a clean environment is conducive to the health and welfare of all citizens; and,

WHEREAS, the appearance of Winfield reflects the quality of life enjoyed in our residential, educational, business and industrial pursuits; and,

WHEREAS, "Project Beauty" is encouraging and promoting active participation of individuals and groups in community beautification projects.

NOW, THEREFORE, I, Phillip R. Jarvis, Mayor of the City of Winfield, Kansas, do hereby proclaim September 27th thru October 3rd, 2020, as:

FALL BEAUTIFICATION WEEK

in Winfield and request the cooperation of all citizens to do their part to improve the appearance of Winfield and to encourage others to do likewise.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Winfield, Kansas, to be affixed this 21st day of September 2020.

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

ORDINANCE NO. 4138

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 2020-A, OF THE CITY OF WINFIELD, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

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

WHEREAS, the City and the City of Arkansas City, Kansas (“Arkansas City”), own, as tenants in common, certain real estate in Cowley County, Kansas, and Sumner County, Kansas, which is described as follows: Strother Field in Cowley County, Kansas consisting of approximately 1,440 acres (the “Strother Field Airport/Industrial Park”); and

WHEREAS, Arkansas City and the City have heretofore entered into an interlocal agreement pursuant to the Act, dated September 19, 1966 (as amended and supplemented), respecting the management and operation of Strother Field Airport/Industrial Park for the mutual benefit, protection, advantage and economic development of Arkansas City and City, and pursuant to that agreement have established a separate legal entity and body corporate and politic known as the “Strother Field Commission” and prescribed that such entity be responsible for such management and operation; and

WHEREAS, the governing body of the City found it necessary and advisable for the City to acquire certain real property and the building thereon located at the Strother Field Airport/Industrial Park for use by the cities and the Strother Field Commission (the “Strother Field Improvements”) at an estimated cost of \$1,300,000 in order to stimulate and foster economic development in the City and its environs, and pursuant to Article 12, Section 5 of the Constitution, K.S.A. 12-1617h, and Ordinance No. 4129, authorized the issuance of general obligation bonds of the Issuer to finance the costs thereof; and

WHEREAS, pursuant to K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 39, and Resolution No. 1120, the governing body of the City has authorized the purchase of certain real property located approximately at U.S. 77 and Country Club Road at an estimated cost of \$255,000 (collectively with the Strother Field Improvements, the “Improvements”); and

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

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$1,525,000 of its general obligation bonds to pay the costs of the Improvements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WINFIELD, KANSAS, AS FOLLOWS:

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

“Act” means the Constitution, including Article 12, Section 5, and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 12-1617h, and K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 39, all as amended and supplemented from time to time.

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

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

“Bonds” means the City's Taxable General Obligation Bonds, Series 2020-A, dated October 15, 2020, authorized by this Ordinance.

“City” means the City of Winfield, Kansas.

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

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

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

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

“State” means the State of Kansas.

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

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Bonds, Series 2020-A, of the City in the principal amount of \$1,525,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay costs of issuance of the Bonds.

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

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and

subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

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

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

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

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

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

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

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PASSED by the City Commission on September 21, 2020 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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RESOLUTION NO. 4270

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 2020-A, OF THE CITY OF WINFIELD, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 4138 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$1,525,000 to pay a portion of the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINFIELD, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

“Act” means the Constitution, including Article 12, Section 5, and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 12-1617h, and K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 39, all as amended and supplemented from time to time.

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

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

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

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

“Bond Purchase Agreement” means the Bond Purchase Agreement dated as of September 21, 2020, between the Issuer and the Purchaser.

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

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

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

“Bonds” or **“Bond”** means the Taxable General Obligation Bonds, Series 2020-A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

“City” means the City of Winfield, Kansas.

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

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

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

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

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

“Dated Date” means October 15, 2020.

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

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Improvement Fund” means the Improvement Fund for Taxable General Obligation Bonds, Series 2020-A created pursuant to *Section 501* hereof.

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

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

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2021.

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

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

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

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

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

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

(a) To the Issuer at:

City Hall,
200 E. Ninth Avenue,
Winfield, Kansas 67156
Fax: (620) 221-5593

(b) To the Paying Agent at:

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

(c) To the Purchaser:

First Bank Kansas
235 S. Santa Fe
Salina, Kansas 67401
Fax: (785) 825-7663

(d) To the Rating Agency(ies):

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

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

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

“Notice Representative” means:

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

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

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

“Ordinance” means Ordinance No. 4138 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

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

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

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

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

“Purchaser” means First Bank Kansas, Salina, Kansas, the original purchaser of the Bonds, and any successor and assigns.

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

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

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

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

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

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

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$1,525,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

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

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2021	\$145,000	1.06%	2026	\$150,000	1.56%
2022	145,000	1.16%	2027	155,000	1.76%
2023	145,000	1.26%	2028	155,000	1.81%
2024	150,000	1.36%	2029	165,000	1.96%
2025	150,000	1.46%	2030	165,000	2.06%

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

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

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

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

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

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

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

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

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

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

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

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

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. An Owner shall only have the authority to transfer and exchange Bonds in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in

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

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

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

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

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

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

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on

any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

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

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

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

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

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

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

Section 210. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond,

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

Section 211. Sale of the Bonds – Bond Purchase Agreement. The Mayor is hereby authorized to enter into the Bond Purchase Agreement between the Issuer and the Purchaser in substantially the form submitted to the Governing Body concurrently with the adoption of this Resolution, with such changes therein as shall be approved by the Mayor, such officer's signature thereon being conclusive evidence of the approval thereof. The execution of the Bond Purchase Agreement by the Mayor is hereby ratified and confirmed. Pursuant to the Bond Purchase Agreement, the Issuer agrees to sell the Bonds to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on September 1 in the years 2028, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2027, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

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

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

the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

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

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

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

- (a) Improvement Fund for Taxable General Obligation Bonds, Series 2020-A.
- (b) Debt Service Account for Taxable General Obligation Bonds, Series 2020-A (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for Taxable General Obligation Bonds, Series 2020-A.

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

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

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

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

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Finance Director (or designate) stating that such payment is being made for a purpose within the scope of

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

Section 504. Substitution of Improvements; Reallocation of Proceeds.

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

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

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

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

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

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

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

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

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

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

ARTICLE VII

DEFEASANCE

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

ARTICLE VIII

CONTINUING DISCLOSURE

Section 801. Exempt from Disclosure. The Issuer has not prepared an official statement or other offering document relating to the Bonds and is relying on exemption to provide and disseminate such information contained in Section (d)(1) of the SEC Rule. In furtherance of such exemption, the Issuer certifies that: (a) the Purchaser has certified that the Bonds are being issued in denominations of \$100,000 or more; and (b) the Bonds are being sold to no more than thirty-five persons, each of whom the Purchaser reasonably believes: (1) has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (2) is not purchasing for more than one account or with a view to distributing the Bonds.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 902. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

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

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

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

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

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

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

Section 903. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been

pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 904. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

Section 905. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 906. Further Authority. The officers and officials of the Issuer, including the Mayor, Finance Director and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 907. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 908. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Commission on September 21, 2020.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on September 21, 2020, as the same appears of record in my office.

DATED: September 21, 2020.

Clerk

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Request for Commission Action

Date: September 16, 2018

Requestor: Brenda Peters

Action Requested: Adoption of the 2020 Uniform Public Offense Code

Analysis: The League of Kansas Municipalities updates the Uniform Public Offense Code (UPOC) and the Standard Traffic Ordinance (STO) annually for use by reference by Kansas Cities. The STO was not updated by the League in 2020, and, the City has no changes to the 2019 STO so no action is needed.

The UPOC is scheduled to be adopted by reference.

Fiscal Impact: Cost of the books

Attachments: Ordinance for UPOC.

(First published in the Cowley Courier Traveler on Friday, September 25, 2020)

BILL NO. 2064

ORDINANCE NO. 4139

AN ORDINANCE

AMENDING Chapter 58, of the Code of Ordinances of the City of Winfield, Kansas, relating to the Uniform Public Offense Code, for Kansas Cities, 2020 Edition, by the amendment of Section 58-1.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. Section 58-1 of Chapter 58 of the Code of Ordinances of the City of Winfield, Kansas, is hereby amended by the repeal of Section 58-1 and the adoption of a new Section 58-1, which new section shall read as follows:

Section 58-1. Incorporated by reference.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City that certain code known as the Uniform Public Offense Code for Kansas Cities, 2020 Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such Articles, Sections, parts or portions as are omitted, deleted, modified or changed. Not less than three copies of the Uniform Public Offense Code shall be marked or stamped "Official Copy as Incorporated by Ordinance No. 4139 of the City of Winfield, Kansas", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of the incorporating ordinance and which shall be filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours. The police department, municipal judge and all administrative departments of the City charged with enforcement of this code shall be supplied, at the cost to the City, such number of official copies of such Uniform Public Offense Code similarly marked may be deemed expedient.

Section 2. This ordinance shall be in full force and effect from and after its passage and publication in the official city newspaper.

ADOPTED this 21st day of September, 2020.

CITY OF WINFIELD, KANSAS

By _____
Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager



Request for Commission Action

Date: September 15, 2020

Requestor: Patrick Steward, Dir. Of Public Improvements / City Engineer

Action Requested: Consider awarding a contract for construction of the Public Safety Facility Phase II – Fire Dept. Bays

Analysis:

This resolution considers awarding a contract for construction of an addition to current Fire/EMS Station as discussed at length over the past several years. Both staff and design professions have worked extensively to develop a design that meets the Critical Success Factors as established in the initial study. Those factors were: to create a design developed on evidence-based decisions, create a function/purpose designed facility, a design that has a professional civic presence, and a design that stewards the budget well.

Bids were solicited and received earlier this week with 6 bids being received. The base bids ranged from \$4,100,000 to \$4,614,400 with four of the bids coming in under the engineer's estimate. The low bid was submitted by Coonrod & Associates of Wichita.

We are recommending accepting the low bid along with Alternate 5 and 8a for a total contract price of \$4,120,701.00

Fiscal Impact: Attached to the RFCA is a breakdown of the original budget, revised budget based on changes to portions of the phasing, and how the low bid falls within that budget. Funding for the project has been planned by issuance of debt that is funded by sales tax dollars.

Attachments: Resolution



Page 1 of 1

[illegible]



Bid Form Summary
9/16/2020

Total Bid:	\$4,100,000.00	\$4,100,000.00
Plumbing & Mechanical & Utility: Contractor: Winfield Plumbing & Heating	\$399,372.00	
Electrical: Contractor: Belford Electric	\$693,073.00	
Alternate 1 -Site Lighting:	(\$15,175.00)	
Alternate 2 +Ceiling Fans:	\$36,149.00	
Alternate 3 +Limestone:	\$179,886.00	
Alternate 4 -PEMB:	(\$1,700.00)	
Alternate 5 +Tectum:	\$6,216.00	\$6,216.00
Alternate 6 -OHD Glazing:	(\$3,310.00)	
Alternate 7 -Retaining Wall:	(\$18,700.00)	
Alternate 8a +County Electrical A:	\$14,485.00	\$14,485.00
Alternate 8b +County Electrical B:	\$18,749.00	
		\$4,120,701.00

Winfield Public Safety - Phased Approach					
Project Budget					
		Construction Budget	Updated Budget	Construction	
		3/1/2019	9/1/2020		
Phase 2 - Fire/EMS Apparatus Bays					
Anticipated Implementation year 2019 - 2020					
Construction Costs					
Fire Bays		\$ 3,000,000.00	\$ 3,800,000.00	\$ 4,120,701.00	
Exist Station Second Floor Add'n		\$ 800,000.00	\$ 200,000.00 ¹		
Construction Subtotal		\$ 3,800,000.00	\$ 4,000,000.00	\$ 4,120,701.00	
Contingency (10%)		\$ 380,000.00	\$ 400,000.00	\$ 279,299.00	6.8%
Soft Costs					
Fire		\$ 550,000.00	\$ 550,000.00	\$ 550,000.00	
Phase 2 Subtotal		\$ 4,730,000.00	\$ 4,950,000.00	\$ 4,950,000.00	
Phase 3 - Police Station					
Anticipated Implementation year 2020 - 2022					
Construction Costs					
Police		\$ 4,500,000.00	\$ 4,400,000.00		
Shared		\$ 1,250,000.00	\$ 1,250,000.00		
Subtotal		\$ 5,750,000.00	\$ 5,650,000.00		
Contingency (10%)		\$ 575,000.00	\$ 565,000.00		
Soft Costs					
Police		\$ 675,000.00	\$ 675,000.00		
Shared		\$ 187,500.00	\$ 187,500.00		
Phase 3 Subtotal		\$ 7,187,500.00	\$ 7,077,500.00		
Phase 4 - Fire/EMS Admin./Living					
Anticipated Implementation year 2021 - 2023					
Fire Station - Construction Costs		\$ 1,100,000.00	\$ 1,000,000.00		
Historic Station - Preservation Costs		\$ 500,000.00	\$ 500,000.00		
Subtotal		\$ 1,600,000.00	\$ 1,500,000.00		
Contingency (10%)		\$ 160,000.00	\$ 150,000.00		
Soft Costs					
Fire		\$ 400,000.00	\$ 400,000.00		
Phase 4 Subtotal		\$ 2,160,000.00	\$ 2,050,000.00		
All Phase Total		\$ 14,077,500.00	\$ 14,077,500.00		

¹ Shift \$100k for bioswale & \$100k Glazing at existing overhead door

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 19-BI879 for construction of the Public Safety Facility Phase II.

WHEREAS, bids for the Public Safety Facility Phase II were requested and accepted on September 15, 2020; and,

WHEREAS, Coonrod & Associates Construction Co., Inc., Wichita, Kansas, submitted the apparent lowest proposal;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute a contract for the amount of four million one hundred thirty two thousand seven hundred thirty nine dollars and no cents (\$4,120,701.00) for Project No. 19-BI879, for construction of the Public Safety Facility Phase II, between the City of Winfield and Coonrod & Associates Construction Co., Inc., Wichita, Kansas, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

Section 2. The City Manager of the City of Winfield, Kansas is hereby authorized to negotiate and approve necessary change orders in accordance with the City's Purchasing Policy.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 21st day of September 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager/ps

A RESOLUTION

ACCEPTING and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southwest Quarter of Section 29, Township 32 South of Range 4 East of the 6th P.M., Cowley County, Kansas.

WHEREAS, it was necessary to acquire a certain permanent easement to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances in Cowley County, Kansas; and,

WHEREAS, said easement has been successfully negotiated.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to accept a certain permanent easement in Cowley County, Kansas, granted by Betty J. Daniels, Trustee of the Betty J. Daniels Revocable Trust, owner in Cowley County, Kansas, necessary to provide right-of-way for the purpose of installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

Commencing at a point on the South line of C.S. Smith County Road (14th Street County Road) 1052.00 feet East of the West line of said Section 29 and being the East line of River View, a subdivision of the Southwest quarter of said described in Book 261, Page 50 in the Office of the Cowley County, Kansas Register of deeds, thence N83°37'25"E along the North line of said tract a distance of 287.05 feet, thence S03°08'38"E along the East line of said tract a distance of 563.17 feet to the Southeast corner of said tract also being the Point of Beginning of tract to be described; thence continuing S03°08'38"E a distance of 50.00 feet; thence N88°15'40"E a distance of 420.53 feet; thence N45°56'31"E a distance of 594.53 feet to the Center line of Walnut River; thence N44°03'38"E a distance of 50.00 feet, thence S88°15'40"W a distance of 384.02 feet to the Point of Beginning.

Said parcel contains 1.80 acres, more or less, and is subject to easements, reservations and restrictions of record.

Section 2. The Clerk of the City of Winfield, Kansas shall record said easement with the Register of Deeds of Cowley County, Kansas.

Section 3. This resolution shall be in full force and effect from and after its adoption.

ADOPTED this 21st day of September 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager

A RESOLUTION

ACCEPTING and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southwest Quarter of Section 29, Township 32 South of Range 4 East of the 6th P.M., Cowley County, Kansas.

WHEREAS, it was necessary to acquire a certain permanent easement to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances in Cowley County, Kansas; and,

WHEREAS, said easement has been successfully negotiated.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to accept a certain permanent easement in Cowley County, Kansas, granted by Roland and Danielle Jean Hovey, owner in Cowley County, Kansas, necessary to provide right-of-way for the purpose of installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

A tract of land, 25 feet in width, the center line of which is described as: Beginning at the Southeast corner of the Southwest Quarter of Section 29, Township 32 South of Range 4 East of the 6th P.M., Cowley County, Kansas; thence parallel with the East line of said Quarter section, 12.5 feet to the point of beginning; thence West, parallel with the South line of said Quarter section, 350 feet to the point of terminus.

Section 2. The Clerk of the City of Winfield, Kansas shall record said easement with the Register of Deeds of Cowley County, Kansas.

Section 3. This resolution shall be in full force and effect from and after its adoption.

ADOPTED this 21st day of September 2020.

(SEAL)

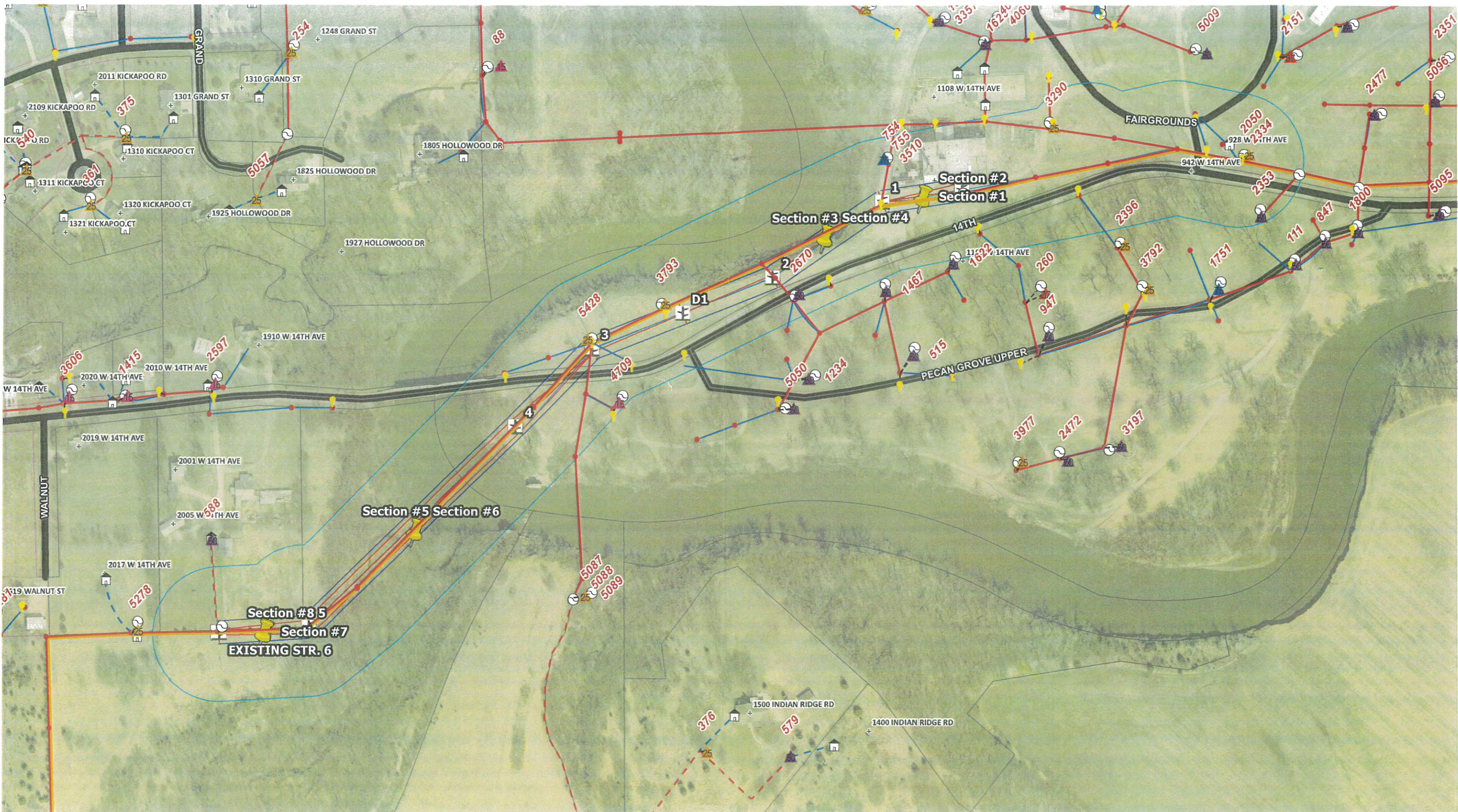
Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager



meters?

A RESOLUTION

ACCEPTING and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southeast Quarter of Section 12, Township 33 South of Range 3 East of the 6th P.M., Cowley County, Kansas.

WHEREAS, it was necessary to acquire a certain permanent easement to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances in Cowley County, Kansas; and,

WHEREAS, said easement has been successfully negotiated.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to accept a certain permanent easement in Cowley County, Kansas, granted by Trina J. Champe, Trustee of the Champe Family Living Trust, owner in Cowley County, Kansas, necessary to provide right-of-way for the purpose of installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

Commencing at the Southwest corner of said Quarter, thence N01°20'09"W along the West line of said Quarter a distance of 40.00 feet to the Point of Beginning of parcel to be described; thence continuing N01°20'09"W along said West line a distance of 25.00 feet; thence S89°45'01"E a distance of 1302.67 feet; thence S00°14'59"W a distance of 25.00 feet; thence N89°45'01"W a distance of 1302.62 feet to the Point of Beginning.

Said parcel contains 32,566.08 square feet, more or less, and is subject to easements, reservations and restrictions of record.

Section 2. The Clerk of the City of Winfield, Kansas shall record said easement with the Register of Deeds of Cowley County, Kansas.

Section 3. This resolution shall be in full force and effect from and after its adoption.

ADOPTED this 21st day of September 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager

New Easement on 202nd Road

Description

Electric Pole

• Electric Pole

Electric Overhead Conductor

— Electric Overhead Conductor

Existing Easements

Existing Easements

New Easement

New Easement

RAYS KANE INC

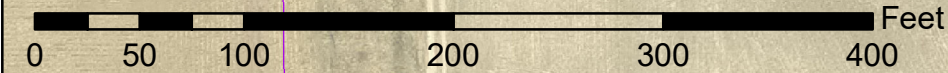
CHAMPE FAMILY LIVING TR

BIBY,CAMERON P & BIBY,AMY M

202ND

KE...
DAWN LYNN MANTELE MANAGEMENT TRUST

LESH,ROBERT L & EDWINA C TRUST B OF TRUST 1/2



While the City of Winfield, KS makes every effort to maintain and distribute accurate information, no warranties and/or representations of any kind are made regarding information, data or services provided. In no event shall the City of Winfield, KS, be liable in any way to the users of this data. Users of this data shall hold the City of Winfield, KS, harmless in all matters and accounts arising from the use and/or accuracy of this data.



A RESOLUTION

ACCEPTING and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southwest Quarter of Section 12, Township 33 South of Range 3 East of the 6th P.M., Cowley County, Kansas.

WHEREAS, it was necessary to acquire a certain permanent easement to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances in Cowley County, Kansas; and,

WHEREAS, said easement has been successfully negotiated.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to accept a certain permanent easement in Cowley County, Kansas, granted by Martin W. Ray, Grantor to Rays Kane, Inc., owner in Cowley County, Kansas, necessary to provide right-of-way for the purpose of installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

Commencing at the Southwest corner of said Quarter, thence N01°09'33"W along the West line of said Quarter a distance of 40.00 feet to the Point of Beginning of parcel to be described: thence continuing N01°09'33"W along said West line a distance of 25.00 feet; thence N89°24'12"E a distance of 2645.85 feet to the East line of said Quarter; thence S01°20'09"E along said East line a distance of 25.00 feet; thence S89°24'12"W a distance of 2645.92 feet to the Point of Beginning.

Said parcel contains 1.52 acres, more or less, and is subject to easements, reservations and restrictions of record.

Section 2. The Clerk of the City of Winfield, Kansas shall record said easement with the Register of Deeds of Cowley County, Kansas.

Section 3. This resolution shall be in full force and effect from and after its adoption.

ADOPTED this 21st day of September 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager

New Easement on 202nd Road

Description

Proposed Easement

Proposed Easement

Existing Easements

Existing Easements

Electric Pole

Electric Pole

Electric Overhead Conductor

Electric Overhead Conductor

PRIEST,BARBARA J

WAYS KANE INC

CHAMPE FAMILY LIVING TR

51ST

202ND

6257 202ND RD

ABEL,VAN A REV LIV TRUST

KEENAN,DAWN LYNN MANTELE MANAGEMENT TRUST

LESH,ROBERT L & EDWIN



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A RESOLUTION

ACCEPTING and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southwest Quarter of Section 7, Township 33 South of Range 4 East of the 6th P.M., Cowley County, Kansas.

WHEREAS, it was necessary to acquire a certain permanent easement to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances in Cowley County, Kansas; and,

WHEREAS, said easement has been successfully negotiated.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to accept a certain permanent easement in Cowley County, Kansas, granted by Vonda N. Bradshaw, Trustee of Charles H. Bradshaw Joint Revocable Trust, owner in Cowley County, Kansas, necessary to provide right-of-way for the purpose of installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

Commencing at the Southwest corner of said Quarter, thence N01°14'03"W along the West line of said Quarter a distance of 40.00 feet to the Point of Beginning of parcel to be described as: Thence continuing N01°14'03"W along said West line a distance of 25.00 feet; thence S89°51'22"E a distance of 1755.46 feet; thence S01°01'23"W a distance of 25.00 feet; thence N89°51'22"W a distance of 1754.48 feet to the point of beginning.

Said parcel contains 1.01 acres, more or less, and is subject to easements, reservations and restrictions of record.

Section 2. The Clerk of the City of Winfield, Kansas shall record said easement with the Register of Deeds of Cowley County, Kansas.

Section 3. This resolution shall be in full force and effect from and after its adoption.

ADOPTED this 21st day of September 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager

New Easement on 202nd Road

Description

Electric Pole

Electric Pole

Electric Overhead Conductor

Electric Overhead Conductor

Existing Easements

Existing Easements

New Easement

New Easement



0 62.5 125 250 375 500 Feet

While the City of Winfield, KS makes every effort to maintain and distribute accurate information, no warranties and/or representations of any kind are made regarding information, data or services provided. In no event shall the City of Winfield, KS, be liable in any way to the users of this data. Users of this data shall hold the City of Winfield, KS, harmless in all matters and accounts arising from the use and/or accuracy of this data.



A RESOLUTION

ACCEPTING and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the Southeast Quarter of Section 7, Township 33 South of Range 4 East of the 6th P.M., Cowley County, Kansas.

WHEREAS, it was necessary to acquire a certain permanent easement to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances in Cowley County, Kansas; and,

WHEREAS, said easement has been successfully negotiated.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to accept a certain permanent easement in Cowley County, Kansas, granted by Larry W. & Diana L. Meyer, owner in Cowley County, Kansas, necessary to provide right-of-way for the purpose of installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

Commencing at the Northeast corner of said Quarter, thence S88°57'41"W along the North line of said Quarter a distance of 33.00 feet to the Point of Beginning of parcel to be described as: Thence continuing S88°57'41"W a distance of 50.00 feet; thence S01°17'21"E a distance of 180.4; thence S87°26'04"E a distance of 183.19 feet to the Point of Beginning.

Said parcel contains 9,080.90 square feet, more or less, and is subject to easements, reservations and restrictions of records.

Section 2. The Clerk of the City of Winfield, Kansas shall record said easement with the Register of Deeds of Cowley County, Kansas.

Section 3. This resolution shall be in full force and effect from and after its adoption.

ADOPTED this 21st day of September 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WINFIELD, KANSAS
HELD ON SEPTEMBER 21, 2020**

The City Commission met in regular session at the usual meeting place in the City at 5:30 p.m., the Mayor presided and the following members of the City Commission being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

There were presented certain documents relating to the following described improvements previously authorized by the governing body:

Project No. 1 - Stonebrook Addition - Water Main Improvements - Phase 1

Resolution No. 5418

Install water main improvements to serve Lots 1 through 3, Block A; and Lots 15 through 17, Block A, Stonebrook Addition, City of Winfield, Cowley County, Kansas, in accordance with the City of Winfield Standard Specifications.

Project No. 2 - Stonebrook Addition – Sanitary Sewer Improvements - Phase 1

Resolution No. 5518

Install sanitary sewer improvements to serve Lots 1 through 3, Block A; and Lots 15 through 17, Block A, Stonebrook Addition, City of Winfield, Cowley County, Kansas, in accordance with the City of Winfield Standard Specifications.

Project No. 3 - Stonebrook Addition – Paving, Grading and Storm Sewer Improvements - Phase 1

Resolution No. 5618

Install paving, grading and storm sewer improvements, to serve Lots 1 through 3, Block A; and Lots 15 through 17, Block A, Stonebrook Addition, City of Winfield, Cowley County, Kansas, in accordance with the City of Winfield Standard Specifications.

The documents presented are as follows:

Exhibit A – Statement of Final Costs

Exhibit B – Assessment Roll Certification

Exhibit C – Notice of Public Hearing

Exhibit D – Form of Notice of Hearing and Statement of Cost Proposed to be Assessed

After full consideration thereof, Commissioner _____ moved to take the following action:

1. Approve each of the documents;
2. Establish October 19, 2020 at 5:30 p.m., or as soon thereafter as may be heard, to meet for the purpose of hearing any and all written or oral objections to the respective assessments set forth therein;
3. Cause the City Clerk to publish the Notice of Public Hearing (***Exhibit C***) in the official City newspaper not less than 10 days prior to such public meeting date;
4. Mail the Form of Notice of Hearing and Statement of Cost Proposed to be Assessed (***Exhibit D***) to each and all owners of property affected by such assessments at their last known post office address on the same date as the publication of Notice of Public Hearing (***Exhibit C***); and
5. File each of the documents of record in the office of the City Clerk and make the same available for public inspection.

The motion was seconded by Commissioner _____, and approved by the following roll call vote:

Yea: _____.

Nay: _____.

* * * * *

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

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

(SEAL)

City Clerk

EXHIBIT A-1

CITY OF WINFIELD, KANSAS

**STONEBROOK ADDITION - WATER MAIN IMPROVEMENTS - PHASE 1
RESOLUTION NO. 5418**

STATEMENT OF FINAL COSTS

CONSTRUCTION	\$31,055.77
ENGINEERING DESIGN FEES	3,500.00
CONSTRUCTION ADMIN & INSPECTION	3,416.79
LEGAL AND BOND COSTS OF ISSUANCE	<u>367.01</u>
<i>TOTAL</i>	<i>\$38,339.57</i>

EXHIBIT A-2

CITY OF WINFIELD, KANSAS

**STONEBROOK ADDITION – SANITARY SEWER IMPROVEMENTS - PHASE 1
RESOLUTION NO. 5518**

STATEMENT OF FINAL COSTS

CONSTRUCTION	\$33,592.23
ENGINEERING DESIGN FEES	9,980.00
CONSTRUCTION ADMIN & INSPECTION	7,285.61
LEGAL AND BOND COSTS OF ISSUANCE	<u>490.19</u>
<i>TOTAL</i>	<i>\$51,348.03</i>

EXHIBIT A-3

CITY OF WINFIELD, KANSAS

**STONEBROOK ADDITION – PAVING, GRADING AND
STORM SEWER IMPROVEMENTS - PHASE 1
RESOLUTION NO. 5618**

STATEMENT OF FINAL COSTS

CONSTRUCTION	\$148,313.75
ENGINEERING DESIGN FEES	9,600.00
CONSTRUCTION ADMIN & INSPECTION	7,415.69
LEGAL AND BOND COSTS OF ISSUANCE	<u>3,319.74</u>
<i>TOTAL</i>	<i>\$168,649.18</i>

EXHIBIT B

ASSESSMENT ROLL CERTIFICATION

The undersigned having been designated by the City of Winfield, Kansas (the “City”), to determine the amounts of the respective assessments and to prepare the proposed Assessment Roll therefor in connection with certain internal improvements previously authorized by the governing body hereby reports that each and all of the respective assessments have been determined to be as shown on the Schedule(s) attached hereto and made a part hereof by reference as though fully set out herein.

Dated September 21, 2020.

CITY OF WINFIELD, KANSAS

By: _____
City Clerk

SCHEDULE I-1

**STONEBROOK ADDITION - WATER MAIN IMPROVEMENTS - PHASE 1
RESOLUTION NO. 5418**

Description of Property	Amount of Proposed Assessment
Stonebrook Addition, City of Winfield, Cowley County, Kansas:	
2 Connections (\$1,553.65 per connection) for each of the following lots:	
Lot 1, Block A	\$ 3,107.30
Lot 2, Block A	3,107.31
Lot 3, Block A	3,107.31
Lot 15, Block A	3,107.31
Lot 16, Block A	3,107.31
Lot 17, Block A	<u>3,107.31</u>
TOTAL	\$18,643.85

SCHEDULE I-2

**STONEBROOK ADDITION – SANITARY SEWER IMPROVEMENTS - PHASE 1
RESOLUTION NO. 5518**

Description of Property	Amount of Proposed Assessment
Stonebrook Addition, City of Winfield, Cowley County, Kansas:	
2 Connections (\$2,053.92 per connection) for each of the following lots:	
Lot 1, Block A	\$ 4,107.84
Lot 2, Block A	4,107.84
Lot 3, Block A	4,107.84
Lot 15, Block A	4,107.84
Lot 16, Block A	4,107.85
Lot 17, Block A	<u>4,107.85</u>
TOTAL	\$24,647.06

SCHEDULE I-3

**STONEBROOK ADDITION – PAVING, GRADING AND
STORM SEWER IMPROVEMENTS - PHASE 1
RESOLUTION NO. 5618**

Description of Property	Amount of Proposed Assessment
Stonebrook Addition, City of Winfield, Cowley County, Kansas:	
2 Connections for each of the following lots:	
Lot 1, Block A	\$ 28,108.20
Lot 2, Block A	28,108.20
Lot 3, Block A	28,108.20
Lot 15, Block A	28,108.20
Lot 16, Block A	28,108.19
Lot 17, Block A	<u>28,108.19</u>
TOTAL	\$168,649.18

EXHIBIT C

(Published in the *Winfield Daily Courier* on September 24, 2020)

NOTICE OF PUBLIC HEARING

TO: RESIDENTS OF THE CITY OF WINFIELD, KANSAS

You and each of you are hereby notified that the governing body of the City of Winfield, Kansas (the “City”) will meet for the purpose of holding a public hearing, as provided by K.S.A. 12-6a01 *et seq.*, at City Hall, 200 E. Ninth Avenue, Winfield, Kansas 67156, in the City, on October 19, 2020, or as soon thereafter as may be heard, at 5:30 p.m. The public hearing is for the purpose of hearing any and all oral or written objections to proposed assessments in connection with the following described improvements:

Project No. 1 - Stonebrook Addition - Water Main Improvements - Phase 1

Resolution No. 5418

Install water main improvements to serve Lots 1 through 3, Block A; and Lots 15 through 17, Block A, Stonebrook Addition, City of Winfield, Cowley County, Kansas, in accordance with the City of Winfield Standard Specifications.

Property Description:

Lots 1 through 3, Block A; and Lots 15 through 17, Block A, Stonebrook Addition, City of Winfield, Cowley County, Kansas.

Cost of Improvements: \$38,339.57

\$18,643.85 to be assessed and the balance to be paid by the City-at-large

Project No. 2 - Stonebrook Addition – Sanitary Sewer Improvements - Phase 1

Resolution No. 5518

Install sanitary sewer improvements to serve Lots 1 through 3, Block A; and Lots 15 through 17, Block A, Stonebrook Addition, City of Winfield, Cowley County, Kansas, in accordance with the City of Winfield Standard Specifications.

Property Description:

Lots 1 through 3, Block A; and Lots 15 through 17, Block A, Stonebrook Addition, City of Winfield, Cowley County, Kansas.

Cost of Improvements: \$51,348.03

\$24,647.06 to be assessed and the balance to be paid by the City-at-large

Project No. 3 - Stonebrook Addition – Paving, Grading and Storm Sewer Improvements - Phase 1

Resolution No. 5618

Install paving, grading and storm sewer improvements, to serve Lots 1 through 3, Block A; and Lots 15 through 17, Block A, Stonebrook Addition, City of Winfield, Cowley County, Kansas, in accordance with the City of Winfield Standard Specifications.

Property Description:

Lots 1 through 3, Block A; and Lots 15 through 17, Block A, Stonebrook Addition, City of Winfield, Cowley County, Kansas.

Cost of Improvements: \$168,649.18

\$168,649.18 to be assessed against the Improvement District

An Assessment Roll prepared in accordance with the referenced Resolution(s) approved by the governing body is on file in the Office of the City Clerk and may be examined by any interested party. At the conclusion of the public hearing, the governing body will consider an Ordinance levying such special assessments.

DATED September 21, 2020.

/s/ Brenda Peters, City Clerk

EXHIBIT D

**NOTICE OF HEARING
AND
STATEMENT OF COST PROPOSED TO BE ASSESSED**

September 24, 2020
City of Winfield, Kansas

Property Owner:

You are hereby notified, as owner of record of the property described on ***Schedule I*** attached hereto, that there is proposed to be assessed against the property, certain amounts for the costs of certain internal improvements (the “Improvements”) previously authorized by the governing body of the City of Winfield, Kansas (the “City”). The description of the Improvements, the resolution number authorizing the same and the proposed amount of assessment are set forth on ***Schedule I*** attached hereto.

You are hereby further notified that the governing body of the City will meet on October 19, 2020, at 5:30 p.m., at City Hall, 200 E. Ninth Avenue, Winfield, Kansas 67156, for the purpose of considering the proposed assessments.

The proposed Assessment Roll is on file in my office for public inspection. ***WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT THE PUBLIC HEARING.***

At the conclusion of the public hearing, the governing body of the City will consider an ordinance levying such special assessments. A subsequent Notice of Assessment will be mailed to affected property owners at that time indicating that each property owner may pay the assessment in whole or in part by November 23, 2020. Any amount not so paid within the time period prescribed will be collected in 15 annual installments, together with interest on such amounts remaining unpaid at a rate not exceeding the maximum rate therefor as prescribed by K.S.A. 12-6a01 *et seq.*

Brenda Peters, City Clerk

SCHEDULE I-1

**STONEBROOK ADDITION - WATER MAIN IMPROVEMENTS - PHASE 1
RESOLUTION NO. 5418**

Description of Property	Amount of Proposed Assessment
Stonebrook Addition, City of Winfield, Cowley County, Kansas:	
2 Connections (\$1,553.65 per connection) for each of the following lots:	
Lot 1, Block A	\$ 3,107.30
Lot 2, Block A	3,107.31
Lot 3, Block A	3,107.31
Lot 15, Block A	3,107.31
Lot 16, Block A	3,107.31
Lot 17, Block A	<u>3,107.31</u>
TOTAL	\$18,643.85

SCHEDULE I-2

**STONEBROOK ADDITION – SANITARY SEWER IMPROVEMENTS - PHASE 1
RESOLUTION NO. 5518**

Description of Property	Amount of Proposed Assessment
Stonebrook Addition, City of Winfield, Cowley County, Kansas:	
2 Connections (\$2,053.92 per connection) for each of the following lots:	
Lot 1, Block A	\$ 4,107.84
Lot 2, Block A	4,107.84
Lot 3, Block A	4,107.84
Lot 15, Block A	4,107.84
Lot 16, Block A	4,107.85
Lot 17, Block A	<u>4,107.85</u>
TOTAL	\$24,647.06

SCHEDULE I-3

**STONEBROOK ADDITION – PAVING, GRADING AND
STORM SEWER IMPROVEMENTS - PHASE 1
RESOLUTION NO. 5618**

Description of Property	Amount of Proposed Assessment
Stonebrook Addition, City of Winfield, Cowley County, Kansas:	
2 Connections for each of the following lots:	
Lot 1, Block A	\$ 28,108.20
Lot 2, Block A	28,108.20
Lot 3, Block A	28,108.20
Lot 15, Block A	28,108.20
Lot 16, Block A	28,108.19
Lot 17, Block A	<u>28,108.19</u>
TOTAL	\$168,649.18

CERTIFICATE OF MAILING

STATE OF KANSAS)
) ss:
COUNTY OF COWLEY)

The undersigned, City Clerk of the City of Winfield, Kansas (the “City”), does hereby certify that on September 24, 2020, I caused to be mailed to each and all of the owners of property affected thereby, at their last known post office address, a Notice of Public Hearing and Statement of the Cost Proposed to be Assessed in connection with certain improvements in the City.

A sample copy of the form of such Notice of Hearing and Statement of Cost Proposed to be Assessed is attached hereto.

WITNESS my hand and seal as of September 24, 2020.

(Seal)

Brenda Peters, City Clerk

[attach sample copy of form]



Council Action Advised by December 1, 2020

September 10, 2020

To: Mayors, City Managers, and City Clerks

**Re: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
Kansas Power Pool Annual Member's Meeting – December 11, 2020**

In order to vote at the Kansas Power Pool Annual Member's Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the Kansas Power Pool Office no later than December 1, 2020. This will allow us time to establish voting delegate/alternate records prior to the Annual Member's Meeting.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Member's Meeting.

Action by Council Required. Consistent with the Kansas Power Pool bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Annual Member's Meeting Registration Required. The voting delegate and alternates must register for the Annual Member's Meeting. To register, they can go to the Kansas Power Pool Website at www.kpp.agency. The registration will open on October 1, 2020. In order to cast a vote, at least one voter must be present at the Annual Member's Meeting and in possession of the voting delegate card. Voting delegate cards will be issued at the registration desk on the day of the meeting.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Annual Member's Meeting, they may not transfer the voting card to another city official.

Once again, thank you for completing the voting delegate and alternate form and returning it to the Kansas Power Pool office by Tuesday, December 1, 2020. If you have questions, please contact Brooke Carroll at 620-205-6838 or bcarroll@kpp.agency.



2020 KANSAS POWER POOL ANNUAL MEMBER'S MEETING VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the Kansas Power Pool office by Tuesday, **December 1, 2020**. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Member's Meeting Registration Area. **Your city council may designate one voting delegate and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

City: _____

Name: _____ Email: _____

Mayor or City Clerk _____ Date _____

(circle one)

(signature)

Please complete and return by Tuesday, December 1, 2020

Kansas Power Pool
Attn: Brooke Carroll
100 North Broadway, Suite L110
Wichita, KS 67202
bcarroll@kpp.agency