



**AGENDA
CITY COUNCIL REGULAR MEETING
THURSDAY, OCTOBER 8, 2020
SPRING HILL CIVIC CENTER
401 N. MADISON, COUNCIL CHAMBERS
7:00 P.M.**

CALL TO ORDER

INVOCATION Pastor Michael Brown

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CITIZEN PARTICIPATION

CONSENT AGENDA:

The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

1. Approval of Minutes: June 25, 2020, Regular Meeting
2. Approval of Minutes: September 24, 2020, Regular Meeting
3. Appropriation Order No. 2020-10-08
4. Consider Approval of Cereal Malt Beverage License Renewal: Queen's Price Chopper,
22350 S. Harrison, Spring Hill, KS
5. Consider Approval of Cereal Malt Beverage License Renewal: K & M BBQ, 603, N. Webster
6. Replacement of Fleet Mower for Parks Department

7. Consider Acceptance of Permanent Utility and Drainage Easement: Cummins 2nd Plat, Store What?, LLC
8. Dayton Creek Benefit District 6th Plat, Construction Extension for R.D. Johnson
9. Consider Resolution No. 2020-R-19: Designating Emergency Snow Routes for the City of Spring Hill

FORMAL ACTION

10. Resolution No. 2020-R-XX: Resolution Authorizing the Issuance and Delivery of \$[3,125,000] principal amount of General Obligation Temporary Notes, Series 2020A
11. Resolution No. 2020-R-XX: Resolution Prescribing the Form and Details and Authorizing the Delivery of \$[6,650,000] principal amount of General Obligation Refunding Bonds, Series 2020B (Taxable Under Federal Law)
12. Ordinance No. 2020-XX: Ordinance Authorizing Issuance of \$[6,650,000] principal amount of General Obligation Refunding Bonds, Series 2020B (Taxable Under Federal Law)
13. Consider Agreement: Re-Locate Valve and Blow Down Stacks – 199th and Ridgeview Rd., NPL Construction Co.
14. Consider Approval Acceptance of Bids for the Conceptual Design of Justice Center
15. Deferral of Withholding the Employee Portion of Social Security Taxes for the Remainder of the Year for All Eligible Employees or the City Will Opt-Out of the Deferral
16. Holiday Schedule for City Council Meetings

DISCUSSION

17. Ethics Policy Ordinance

ANNOUNCEMENTS and REPORTS

ADJOURN

CITY OF SPRING HILL
CITY COUNCIL MEETING
MINUTES
June 25, 2020
7:00 P.M.

Mayor Steve Ellis

Councilmembers in Attendance:

**Chris Leaton
Steve Owen
Tyler Graves
Chad Eckert**

Councilmembers Absent:

Andrea Hughes

Staff in Attendance:

**Jim Hendershot, City Administrator
Melanie Landis, Assistant City Administrator
Ashley Wood, Deputy City Clerk**

Consultants in Attendance:

Frank Jenkins, City Attorney

(Spring Hill City Council Meeting Called to Order at 7:00 p.m.)

CALL TO ORDER

MAYOR ELLIS: Good evening. It is 7 o'clock and we'll go ahead and call our meeting to order.

INVOCATION

MAYOR ELLIS: Our first order of business is as always will be our Invocation. Madam Clerk, do we have a member of the clergy here?

MS. GERRITY: [Inaudible; talking of mic.]

MAYOR ELLIS: Very good. Those of you who wish to do so, please stand and join us in prayer.

Dear Heavenly Father, we'd like to take this opportunity first to say thank you for the opportunity to come together as a community. We ask for Your guidance and Your wisdom as we make decisions that we hope honor You and provide for all of Your children. We also ask that You envelop our first responders and for Your protection. We also ask that You help to heal our nation as we go through major transformation. And may we always remember that everything we do should be in honor of You. In Christ Jesus' Name we pray, Amen.

COUNCILMEMBERS: Amen.

PLEDGE OF ALLEGIANCE

MAYOR ELLIS: And if you would continue standing for the Pledge.

(Pledge of Allegiance)

ROLL CALL

MAYOR ELLIS: Madam Clerk, would you call the roll, please?

MS. GERRITY: Mr. Leaton.

MR. LEATON: Here.

MS. GERRITY: Mr. Owen.

MR. OWEN: Here.

MS. GERRITY: Mr. Graves.

MR. GRAVES: Here.

MS. GERRITY: Mr. Eckert.

MR. ECKERT: Here.

MS. GERRITY: Mrs. Hughes. (Councilmember Hughes was absent.) Mayor, you have a quorum present.

MAYOR ELLIS: Thank you very much.

APPROVAL OF AGENDA

MAYOR ELLIS: The next item is approval of the Agenda. I do have a request from the applicant to table Items 3, 4, and 7. That will result in a need for us to move Items 3 and 4 from Consent to Formal, and we'll just take them numbered 3, 4 and 7 as a slate.

I have no other requested additions or deletions. Any Council requested changes? Hearing none, I would entertain a motion to approve the agenda as revised.

MR. LEATON: So moved.

MR. ECKERT: Second.

MAYOR ELLIS: We have a motion and a second. All those in favor?

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 4-0-0.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Eckert to approve the Agenda as revised. The motion carried 4-0-0.]

CITIZEN PARTICIPATION

MAYOR ELLIS: The next item is Citizen Participation. This is an opportunity in the meeting for citizens to address the Council on items not already on the agenda. Anyone wishing to do so, we'd just ask that you -- we'd just ask that you step up to the lectern, state your name and address for the record, and then you'll have the Council's attention.

The first person, and I apologize in advance if I butcher your name, Ms. Obringer-Varhall?

MS. OBRINGER-VARHALL: Yes. Thank you.

MAYOR ELLIS: Welcome.

MS. OBRINGER-VARHALL: And you actually did really good.

MAYOR ELLIS: Very good. Thank you.

MS. OBRINGER-VARHALL: My name is Stacy Obringer-Varhall. I reside at 14020 Stearns Street in Overland Park. And I'm actually here just for a quick minute of your time. I wanted to introduce myself. I am running for the County Commission seat that represents the southern part of Overland Park, a little bit of Stillwell, and then over here to Spring Hill. I have grown up in the area, been here about 40 years. Have spent the last 18 years volunteering at different levels throughout the community. It started with a local stay-at-home moms' group and moved on to be president, moved on to advisory committees, the Educational Foundation Board of Directors.

MAYOR ELLIS: Can I just ask you to move that microphone up just a little bit. I'm getting a sign from the back that they can't hear you.

MS. OBRINGER-VARHALL: Sorry.

MAYOR ELLIS: That's all right.

MS. OBRINGER-VARHALL: Served as a softball coach, board advisory committees, done a lot in the area. And I'm currently on the -- okay. I'm currently on the Blue Valley Board of Education. Have been on that for 7 years and spent about 4½ years in leadership there. And just looking ahead, I wanted to run for the County Commission. I'm passionate about the community and want to provide a great place for all families to live and really just the opportunity to put a name with a face I think is sometimes very helpful. If you have any questions, I am happy to answer them. The easiest way probably to reach out is if you go through the election website you can get to my website which is StacyOV because as we've established that last name is pretty long. Obringer-Varhall, nobody ever gets it right, so I do commend you. Anyway, I just appreciate your -- the opportunity to introduce yourself, and sorry to take so much time. Thanks.

MAYOR ELLIS: Well, we appreciate you taking the time to come out and introduce yourself to our community. Good luck.

MS. OBRINGER-VARHALL: Thanks.

MAYOR ELLIS: All right. Next up is Phil Scharf. Mr. Scharf.

MR. SCHARF: Yes, sir.

MAYOR ELLIS: Welcome.

MR. SCHARF: Thank you very much. My name is Phil Scharf. I live at 118 East Nichols Street here in Spring Hill. My wife and I, Christine, moved here about three years ago and have really enjoyed the community as we kind of moved on further south just to get out of the crazy city for a little bit. We both grew up in small towns, so.

I am here because I have a -- it was a code violation that I am apparently violating and didn't know if this -- I was told that this was the best place from your code enforcement officer to address trying to basically figure

out what the code is saying. He has one interpretation, I have another. And his interpretation seems to be costly for me as far as inoperable vehicle. So, I do have some -- a packet that I put together for all of you.

MAYOR ELLIS: Okay.

MR. SCHARF: I don't know if this would be a good time for that or if I should wait towards the end of --

MAYOR ELLIS: If you're planning on going through it, then I would ask that you go ahead and pass it out. If you were planning on just leaving it for us, you can leave it with the Clerk and she'll get it to us. So, I'll let you decide.

MR. SCHARF: Okay. Yeah. I can pass it out. That's fine.

MAYOR ELLIS: That would be fine.

MR. SCHARF: Absolutely. I've never presented before, so please bear with me. Officer Wempe informed me that the Ordinance 7-304, I have an inoperable vehicle on my property in my driveway, actually two of them. When I called to ask him about what I needed to do to figure that out, he said they basically needed to register the vehicles and that they would need to be insured. My wife and I both have operable vehicles at the moment that we use for our daily commutes. And these are both residing in our driveway. So, what I asked him about on the second page talks about 7-304, unlawful acts. If you go down to line (c), it deals with provisions that shall not apply to any person who is in compliance with existing zoning regulations who places such vehicles behind screening of sufficient size, strength, and density to screen such vehicles from the view of the public using the streets and sidewalks, and to prohibit ready access to such vehicles. So, when I asked him about that provision, what I was trying to ask him was what constitutes screening or fencing. In my mind, I thought if I put a very nice car cover over both of the vehicles, my neighbors don't have a problem with it. They're in my driveway and I'm not using it at the moment, but I plan on using them. They're not up on blocks. So, I'm not trying to be a nuisance to the City and trying to operate within the City guidelines. His response to that -- he said that he hadn't seen the provision before, but he would check into it. And a couple weeks later then informed me that that just strictly dealt with zoning in Section 17. So, when I brought that up, I brought up what I deemed would be maybe what he was referring to, which were both parking and loading regulations, and then the screening and fencing. But from what I can tell it seems like as long as my vehicles are in my driveway, I have a set driveway that was there when the house was built. As long as I have those screened from the view of the public if they seem to be a nuisance to anyone that I'm allowed to keep those there, whether it's a car cover or put up some type of fencing available. And that's all the clarification that I was trying to receive from him. But he basically said no, you just need to register and, you know, move on. But if in the next two or three years I don't use the vehicles, I don't plan on putting them on public roadways because they're not registered. So, if there is any sort of hazard to that that's kind of where I'm -- my angle if you will. So, that's going to cost me unnecessary fees and then having insurance, you know, on four different vehicles as well, so.

I don't know if you have any thoughts on that as far as trying to just maybe lay out what the, you know, if it is a provision. And that's kind of -- that's what I'm seeking, so.

MAYOR ELLIS: Sure. No. I'm going to ask the City Attorney to work with you on this. And the reason why I'm smiling, Mr. Scharf is that you did what it seems many law students can't do, and I had a civil procedure professor who pounded into my head, read all the way to the period.

MR. SCHARF: Uh-huh.

MAYOR ELLIS: And that's what you did. And I understand the provision that you're reading and I absolutely understand your interpretation of it.

MR. SCHARF: Okay.

MAYOR ELLIS: I have a similar interpretation of it.

MR. SCHARF: Okay.

MAYOR ELLIS: However, I'm not the City Attorney.

MR. SCHARF: Okay.

MAYOR ELLIS: So, I will ask Mr. Jenkins, and he won't be able to do it tonight because we need his service here. But I'll ask if he could reach out to you. Mr. Jenkins, would you be able to reach out to Mr. Scharf tomorrow?

MR. JENKINS: Yes, sir.

MAYOR ELLIS: Okay. If that's okay with you, Mr. Scharf, I would like him to be able to review the packet that you've provided for us.

MR. SCHARF: Absolutely.

MAYOR ELLIS: And have him reach out to you tomorrow.

MR. SCHARF: Okay.

MAYOR ELLIS: Okay.

MR. SCHARF: That sounds fantastic.

MAYOR ELLIS: If you don't mind, on your way back to your seat, if you would give him your contact information.

MR. SCHARF: Absolutely.

MAYOR ELLIS: So, yeah. I've got your address, but have --

MR. SCHARF: Yeah. I'll stick my phone number and I've got an extra packet as well I'll give to him.

MAYOR ELLIS: Very good. Very good.

MR. SCHARF: So, thank you very much, Mr. Ellis.

MR. LEATON: I did have a couple questions, so I want to read through this.

MR. SCHARF: Yes, sir.

MR. LEATON: So, when I read through this, you said car cover?

MR. SCHARF: Yeah. Just to --

MR. LEATON: When you say a car cover, are you talking one that is -- like just goes over the car?

MR. SCHARF: Yeah. And I don't want to put a tarp on it. So, and that's where I don't --

MR. LEATON: So, that's what you're talking about, a car cover.

MR. SCHARF: Yeah. An actual car cover that's elastic and made for the vehicle.

MR. LEATON: Okay. And then these are not behind a fence or anything, they're just in your driveway in the front of the house?

MR. SCHARF: Correct.

MR. LEATON: But they're beyond the sidewalk?

MR. SCHARF: Yes.

MR. LEATON: Okay. I'm just trying to -- I'll probably drive by there tomorrow, so.

MR. SCHARF: Okay. Yeah. And I can understand if someone called, and I, you know, I don't think that information is available just for, you know, it's either -- I think it says complaint or violation. And I think the violation happened from another potential code violation that I was in. And so there were multiple things that came. I just wanted to address this one.

MAYOR ELLIS: Sure. Sure.

MR. SCHARF: So, like he said, well, I noticed while I was back looking at something else in your yard and I was like, okay. Well, that's interesting.

MAYOR ELLIS: Right. Right. Our intention is not for those codes to be unnecessarily onerous, and we want them to make sense.

MR. SCHARF: Absolutely.

MAYOR ELLIS: So, I appreciate your -- I appreciate your efforts here.

MR. SCHARF: Well, thank you and I appreciate your time. And the Planning director and also the code enforcement officer have been really helpful. And I think I've been able to have open conversations with them and just said --

MAYOR ELLIS: Good.

MR. SCHARF: -- hey, this is what I'm trying to do.

MAYOR ELLIS: Good.

MR. SCHARF: I'm not trying to put my car on blocks.

MAYOR ELLIS: Sure.

MR. SCHARF: I'm not trying to do anything that's --

MAYOR ELLIS: Right.

MR. SCHARF: -- a nuisance to the City. And he said, well, just go to the Council because I might be reading it wrong.

MAYOR ELLIS: Okay.

MR. SCHARF: And if that's the case, then, you know, I'll wait to hear from them.

MAYOR ELLIS: Well, I'm glad they're helpful. And that doesn't surprise me about Trent, but it absolutely surprises me about Pat being helpful.

MR. BURTON: That's right.

MAYOR ELLIS: So, thank you.

MR. SCHARF: Well, to that end, I got a phone call from Pat and I thought it was Trent. And Trent and I had had some heated discussions just about some things that were in there and I kind of unloaded on Pat. And I was very sorry about that. And he said I don't know who you think you're talking to. I was like I'm very sorry, sir. It's just been an ordeal.

MAYOR ELLIS: I understand. And that's not the experience that we want people to have. And again, we want our ordinances to make sense because we all have to live under them.

MR. SCHARF: Right.

MAYOR ELLIS: So, I appreciate you putting this packet together on your presentation today. If you don't mind writing your phone number on your extra packet and leaving it with Mr. Jenkins --

MR. SCHARF: Sure.

MAYOR ELLIS: -- he'll review it get back with you tomorrow.

MR. SCHARF: All right.

MAYOR ELLIS: All right. And you know how to get a hold of me. So, if there are other problems, give me a call. Just remember my legal opinion as to what it says doesn't matter.

MR. SCHARF: All right.

MAYOR ELLIS: So, we'll have to have the City Attorney render that and only the Council can make changes to those codes. Okay.

MR. SCHARF: Okay. Thank you, sir. Council, thank you very much.

MAYOR ELLIS: All right. Thank you, Mr. Scharf.

All right. Mr. Riffel, Welcome.

MR. RIFFEL: Thank you, Mr. Mayor. Roy Riffel, 20024 Barker Street. I am today speaking on part of an email that I had wrote to Mr. Hendershot and Mr. Owen on June 12th at 3:43 p.m., which was the day following the last Council meeting. I sent them both an email and 13 days later I haven't received a response on it. So, I thought I'd bring it here and read the email and ask my question. I'm not taking the mask on. I can't breathe and talk at the same time.

Gentlemen, after my question and answer with Council and staff last night, I have been giving this document more thought and reviewed it more. I should probably pretend that I'm talking in regards to the RG Fiber document that Ms. Landis and Mr. Hendershot put together for me.

First, the opening line I believe is inaccurate. It states, quote, "At more than one City Council meeting, resident Roy Riffel has stated during Public Comment that City staff were aware that RG Fiber wanted to provide internet in the City of Spring Hill and did nothing to work with RG Fiber," end quote. I do not believe I have ever stated the underlying portion, which was, "and did nothing to work with RG Fiber." I went back and reviewed my typed speeches and the minutes in which I spoke and I do not find as such. What I have asked several times is why there hasn't been any communication between the City and RG Fiber from 2017 to 2019. I have also asked questions in regards to what was discussed in the June 2017 meeting. Secondly, last night I asked why the Mayor's conversations were left out and if this included all conversations. I appreciate Ms. Landis' response that she was under the impression I was asking about RFP conversations with RG Fiber. I believe this misunderstanding may clear up why there are conversations missing and why the Mayor's conversations are not on this sheet. I want to remind you of exactly what Ms. Landis promised the public in her comments at the March 12th City Council meeting as documented in the meetings. Quote, "So, and there were some. There have been through previous discussions several references to previous discussions with RG Fiber, especially in the various stages of the process. And I will work with Mr. Hendershot to put something together and I'd be happy to let you know what all those conversations were with RG Fiber so there won't be future questions," end quote. I am kindly requesting that this document include exactly what was volunteered, quote, "All of those conversations with RG Fiber so that there won't be future questions," end quote. Thank you for your time.

And so I'm bringing that email here and asking for that to be added to that document exactly what was promised by Ms. Landis on the March 12th meeting and get a commitment from your guys that that can get added to it.

MAYOR ELLIS: What specifically can get added to it?

MR. RIFFEL: What she stated, which is all those conversations with RG Fiber so that there won't be future questions.

MAYOR ELLIS: Okay.

MR. RIFFEL: So, we can get that added to it?

MAYOR ELLIS: You're referring to the conversation that Mr. Burton and I had with RG Fiber?

MR. RIFFEL: I, in my email, I state -- I argue the fact that I have never said that they have done nothing to work with RG Fiber and the fact that when she said was that she thought I was wanting just the RFP process conversations. And that wasn't anything that I asked. But to that note, all is I'm asking now is what she stated she would do, and that is, I will work with Mr. Hendershot to put something together and I'd be happy to let you know what all those conversations were with RG Fiber so that there won't be future questions.

MAYOR ELLIS: Okay. I'll work with Mr. Burton and we'll get something out.

MR. RIFFEL: Thank you. I appreciate that.

MAYOR ELLIS: Sure. Anything else? All right. Very good. The floor remains open. Hearing none, we'll go ahead and close that portion of the program.

PRESENTATION

1. Miami County Strategic Plan Review

MAYOR ELLIS: We'll move on to our one and only presentation. Always happy to have Janet McRae with the Miami County Economic Development Office here to present on the Miami County Strategic Plan Review. Welcome.

MS. McRAE: Thank you for having me. And before we start this process, I want to be sure that we mention the fact that your staff has been involved in it since the beginning. And so I want to be sure to recognize the involvement they've had in the efforts and I believe, Mayor, you made it down for a meeting or two as well.

MAYOR ELLIS: We did. Uh-huh.

MS. McRAE: So, appreciate those efforts and the things that they undertook.

Wanted to give you a little bit of a background for how we got to where we are and then talk a little bit about how we hope to move forward. So ADY Advantage is the firm that was hired Miami County last year to do a competitive assessment survey. And as part of that, they took a look at us in comparison to other regions and opportunities that we had. And we decided from there that we really needed to do a full-on strategic plan. So, we decided to do a contract with them. The communities each participated in the cost of that contract and Everygy paid for 50 percent of it as well. So, we really were able to leverage that and get some good value.

So, last fall we actually started the process of the strategic plan. So, it built upon a previous effort that had started early in the year but went into more detail. So, during the plan itself, we had about a hundred different people who were involved. We did a community roundtable in this room that involved folks that were specifically Spring Hill. We did surveys. We talked to people, did a lot of data. So, we started last fall. We did those efforts.

In the spring of this year, we had a community large gathering visioning session at which point we said this is what we think we heard, how close to the target were we. They provided us some feedback that got us to where we are today. And so we're really ready for that do-phase of the plan that has been proposed by them. There we go.

So, the data-driven portion of this was very important, particularly with the pandemic setting in. And so we did actually contract with them to do some additional work and they reevaluated things that middle of March to make sure that the assumptions and the numbers that were doing. And we actually have some updated numbers on workforce that integrate in that information since March. So, we actually then also have a supplemental report that they've made available to us.

So, as a result of the report, they really did four target industries. And hopefully those sound fairly familiar to you and are ones that you consider to be appropriate for you. Not all of them necessarily may be appropriate for you. But hopefully as we go across the communities and the counties, they're each going to see something there that they think reflects a goal that they would aspire to be and something that they would like to work on.

So, agri-business oftentimes is considered simply our farmers. But it really is not even just our wineries that we have, but Jayhawk Marina. We have some gun shops. We also have an archery range that's down in Paola that is a competitive range. At Hillsdale Lake they have the competitive shooting range that they have there. So, agri-business is our farmers, but it's also our distilleries, our wineries, and all of those other things. And with Hillsdale Lake having about a million visitors a year it will probably always be a very important asset for us.

Industrial manufacturing, certainly Spring Hill has a strong base for that, Paola as well. Our other two communities have less of an industrial manufacturing, but that is a very good fit for those communities.

Transportation and warehousing. We do have some of that in Paola. It certainly is a great and significant opportunity here. We do have some employers here that have that as a component for them. And so we identified that as a target industry based on the assets that we had that involved them.

Professional services are ones that -- really kind of that Louisburg area ties in very well as the Overland Park community comes down to them. They also have multiple broadband providers there that allow them to have some additional flexibility at that location. It certainly will work in any of our communities, but that internet and broadband access is going to be important in order for the professional services to work. There we go.

So, as we look at how we would recruit and identify those different locations, this chart shows those ones that we would be working directly to try to recruit, the ones that would be more of an indirect recruitment process and market driven.

We didn't have on that first sheet the healthcare one. And that's because healthcare is one of those that you don't oftentimes say that you want to recruit. But with the assets that we have in Miami County that are healthcare related, particularly health, specialty healthcare related, it makes sense for us to leverage the state hospital. It makes sense for us to leverage Elizabeth Layton Center in TriCo and Lake Mary, and to be able to bring in service providers that provide them services that may be more efficient if we're able to get them to colocate. So, we did include healthcare and social assistance in there because we didn't want to overlook those providers that currently have about 1,500 jobs within the county.

So, as we talked about the goals for the future, we really kind of came up with these five core areas. And that's really what we're asking you to say, you know, does this sound like something that you can get behind. So, as we talk about how we would like to move in the future, these are the five core areas that we would like to be sure that we're spending time on.

One of them is just making sure that we're aligned and that we're working together and that we have policies that are supportive of the goals that we would like to do. Another one is regional workforce. Certainly workforce was a concern six months ago, nine months ago when we were at 3 percent unemployment. It's still a significant concern at 11 percent. And so we want to be sure that we're still working at workforce and particularly the training components of that.

Those foundational elements, a lot of times it's considered quality of life. We just like to live here, but nobody can really come up with the tangible reason for what that is. So, we want to be sure that we're an advocate for what we're calling the community foundational elements for lack of a better term. It's the dog parks. It's the aquatic centers. It's the walking trails. It's the schools that make people want to move to your community. And so we want to be sure that we're not overlooking those things.

And then we talk about the importance of cultivating and identifying and working on those target clusters because we know that those clusters aren't necessarily a great fit for all the communities and all the communities aren't going to be interested in all of them. So, we want to identify which ones work for you and which ones are the ones that you want to be recruiting.

And then kind of the last one is that making sure that we're talking the same talk so that when we go into a meeting with a developer, we aren't telling them that this is a great fit for them when it's something that would be incredibly difficult to get through a Planning Commission meeting or a City Council meeting. We just want to be sure that we're representing things well and we're not wasting people's time and money as we do those development efforts.

So, what I gave you then is a sample of what the implementation guide is because I wanted you to be sure to understand that really tonight we're just saying does this sound good. Does this sound familiar? Does it make sense to proceed? Because then the next step would be to take a look at these implementation maps that are there. There's 99 line items there that are outlined for -- to be undertaken between now and the end of 2022 really. About 50 of them are things that would be targeted in the next year. If I go all the way through end of next year there would be about 75.

People look at me and say, Janet, you're going to be busy. That's kind of what I'm paid to do. But in addition, it's not just me that it's going to take to make these things happen. In order to get the implementation really done it's going to involve the city councils. It's going to involve the planning commissions, the school districts and other players as well. So, that's why we felt it was very important to make sure that each of the communities had a chance to look at the path that we were on, to make sure that it seemed appropriate for each of you, and it would be worthwhile for us to be involving your staff in those conversations.

So, next immediate steps, we are working on the pulse survey. We did have some members -- some businesses from Spring Hill that participated in the pulse survey. What that is, is following the strategic plan, we decided we really kind of like Janet Ady. We also know that things are changing. We wanted to be sure we kept track of things. You may not be aware, but Miami County is in the middle of redoing its planning document for its comp plan. So, as we start through that process, we wanted to be sure that we could pick up the phone and call her and utilize her. So, we went ahead and extended the contract with her to include these pulse surveys and to include some additional demographic numbers that she's going to be tracking for us during the pandemic as we start to do estimates on economic impact.

So, the pulse surveys, we had about a hundred people agree to do that. Certainly any more businesses we could get signed up to do that would be great. We will be able to take that data and take it down to the City level and provide it to you so that you will know what your businesses say. They will be identified by NAICS code only, but they will be able to tell you this first survey really focused on, so what's been the hit of the pandemic. The next one is going to be more about safety and kind of as you move forward. The third one will be focused on workforce. And then the fourth one will come back to, so, where did we think we were from where you thought you would be? So, the first one went out last week. We'll be doing another one in July, another one in September, and then another one in November.

The Miami County E-community is a program that we've continued to work on. Jim has been a represented for you on that on the Greater Miami County Economic Development Board. And that group has some training scholarships and grants that are available. And we do continue to offer those to Spring Hill businesses no matter which side of the county line that they're on.

So, I would be happy to answer any questions that you have. We also are tracking the information. There you can see it on our website with the special direct to the strategic plan.

MAYOR ELLIS: Well, first of all, obviously I think it should go without saying, but we say it every time. We appreciate Miami County's continued support of the Johnson County side of Spring Hill. We have been able to leverage that to gain services from Johnson County for our Miami County residents as well. So, both counties have been serving our community very well.

Questions for Ms. McRae.

MR. LEATON: Yes. You had mentioned things for other communities or specific highlights that were their strengths. You haven't mentioned anything about what was identified for the City of Spring Hill or its surrounding community. What was in that strategic plan?

MS. McRAE: So, actually when you talked about the transportation and warehousing and the distribution portion of that, that was identified. And then we also talked about the manufacturing portion for Spring Hill. So, the plan itself for the implementation will be starting to drill down on some of the sites in some of that. If

you read through the plan, the comments are county-wide. But when we talk about the target industries that's where we were talking about Spring Hill and that manufacturing section and then also distribution.

MR. LEATON: And then have you been working with the Spring Hill Chamber, with Ms. Mitchell about communicating with those business about participating in this?

MS. McRAE: In the pulse survey, yes.

MR. LEATON: Good.

MS. McRAE: She has sent it out in her email several times. Sharon and I talk very regularly.

MR. LEATON: Okay.

MS. McRAE: And we were in a meeting for about two hours this morning, so.

MR. LEATON: I just didn't know so I thought --

MS. McRAE: Yeah. So, we communicate quite a bit. And she's very good in her email blasts that she sends out. And I think her website includes a link back to us. And so we sponsor a lot of events together and work together.

MR. LEATON: Because you didn't say anything about it, that's fine. I just wanted to make sure that we were doing that. So, okay. Thank you.

MAYOR ELLIS: Any other questions for Ms. McRae? All right. Well, always a pleasure to see you.

MS. McRAE: Thank you.

MAYOR ELLIS: Thank you very much.

CONSENT AGENDA

1. **Appropriation Order No. 2020-06-25**
2. **Consider Approval of Special Event Permit: Sunflower to Roses Bike Ride Rest Stop, Cancer Action, City Park**
3. **Consider Approval of Improvement Agreement: 18685 W. 191st Street, Spring Hill Middle School #3** *(Tabled to the 8/27/20 Council meeting)*
4. **Consider Approval of Final Plat (PLAT-000016-2020): 18685 W. 191st Street, Spring Hill Middle School #3** *(Tabled to the 8/27/20 Council meeting)*
5. **Consider Acceptance of CDBG 2020-2024 Grant Contract**
6. **Consider Approval of Site Plan (SP-000013-2020): 19069 S. Madison St., Peach State Roofing**

MAYOR ELLIS: The next item is the Consent Agenda.

MR. LEATON: Mayor, I move that we approve the Consent Agenda.

MR. ECKERT: Second.

MAYOR ELLIS: We have a motion and a second. Is there any discussion? If not, all those in favor?

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 4-0-0.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Eckert to approve the Consent Agenda as amended. The motion carried 4-0-0.]

FORMAL ACTION

7. Consider Ordinance No. 2020-XX: Conditional Use Permit (CUP-000014-2020) 18685 W. 191st Street, Spring Hill Middle School #3

MAYOR ELLIS: This takes us to the first of our Formal Council Action Items. Mr. Jenkins, since 3, 4, and 7, are being requested to be tabled, could we take those up as a slate or do we need to call them individually?

MR. JENKINS: Mayor, I would say a slate would be perfectly fine.

MAYOR ELLIS: Okay. Very good. So, we have a request from the applicant to table those to August 27th if the Council were willing to consider that as a slate. That's Action Items 3, 4, and 7.

MR. LEATON: Mayor, I move --

MAYOR ELLIS: Hold on just a moment. Mr. Burton.

MR. BURTON: The CUP? CUP? One of them CUP.

MR. JENKINS: But it's also being tabled tonight.

MR. BURTON: Yes. If you want to table it along with -- because it was a public hearing.

(Off Record Talking)

MR. BURTON: I apologize.

MAYOR ELLIS: That's all right. No. We want to make sure that we're -- we want to make sure that we're getting it right. It's Items 3, 4, and 7.

MR. LEATON: We actually still have five items. We have five items not four. We didn't delete anything off.

MAYOR ELLIS: I'm sorry. I'm not tracking you.

MR. LEATON: You had said four items. One, two, three, four, five. I think you just added one more.

MAYOR ELLIS: Okay. Oh, that's fine. Sorry.

MR. LEATON: I just want to make sure that we --

MAYOR ELLIS: I may have had a sudden loss of cabin pressure over here.

MR. LEATON: No. That's okay. Mayor, I move to table Items 3, 4, and 7 to the August 27th, 2020 meeting.

MR. OWEN: Second.

MAYOR ELLIS: We have a motion and a second. Is there any discussion? If not, all those in favor?

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 4-0-0.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Owen to table Items 3, 4, and 7 to the August 27, 2020 City Council meeting. The motion carried 4-0-0.]

8. Consider Ordinance No. 2020-08: Spring Hill Zoning and Subdivision Regulations, 2020 First Edition Adding Regulations for Pawnbrokers and Precious Metal Dealers in M-1 District (General Industrial Districts); Further Adding Description of Distillery in C-2 Districts (General Commercial District)

MAYOR ELLIS: This takes us to the second of our Formal Council Items. This is consideration of Ordinance 2020-08, zoning and subdivision regulations. Mr. Jenkins, you have the floor. Or is Mr. Burton going to take it?

MR. JENKINS: If I may defer to Mr. Burton.

MAYOR ELLIS: Certainly.

MR. BURTON: Thank you. Good evening, Mayor and Council. This consider Ordinance No. 2020-08 is the adoption of a unified zoning ordinance and subdivision regulations is to change those to include pawnshops, precious metals, and then put microbrewery, distilleries, or I'm sorry, yeah. A microbrewery, distillery into the zoning regulations, so it would be identified in there.

The Planning Commission studied the zoning districts of the M-1 and C-2, all of the C-1, C-2, M-1 zoning districts and felt it would be best that the pawn shop and precious metals be placed into the M-1. And then they also studied -- the C-2 showed microbreweries and did not show distilleries. So, in that we've been using the microbrewery for the distillery uses and we really wanted to identify the distillery in that. Because it is totally separate types of licensing through the state. So, in that, they decided to go ahead and place the distillery in with the microbreweries in the C-2 zoning.

The ordinance has been written and approved by the City Attorney and its recommended adoption of the ordinance. And there's a couple of alternatives there. I can read them if you'd like me to.

MAYOR ELLIS: No. We're fine.

MR. BURTON: Thank you. Any questions? Comments?

MR. ECKERT: Are there any, if so, how many businesses that will be grandfathered in?

MR. BURTON: No. Not pawnshops or precious metals. Now, we do have a distillery. And we already were counting -- we already were using the C-2 for their use. This is just cleaning it up and making sure it's in there. But no, sir. There are no pawnshops or precious metals.

MAYOR ELLIS: I would entertain a motion to adopt Ordinance No. 2020-08.

MR. LEATON: So moved.

MR. ECKERT: Second.

MAYOR ELLIS: We have a motion and a second. Is there any discussion? If not, it's an ordinance; we'll vote by roll. Madam Clerk, if you would call the roll of the Council, please.

MS. GERRITY: Mr. Leaton?

MR. LEATON: Yes.

MS. GERRITY: Mr. Eckert?

MR. ECKERT: Yes.

MS. GERRITY: Mr. Owen?

MR. OWEN: Yes.

MS. GERRITY: Mr. Graves?

MR. GRAVES: Yes.

MAYOR ELLIS: Ordinance carries 4-0-0.

MR. BURTON: Thank you.

MAYOR ELLIS: Mr. Burton, I just thank you. And pass our thanks back on to the Planning Commission. The fact that you and the Planning Commission are regularly reviewing, we're making some updates, we're revising and keeping things fresh and orderly for the community, I think are very valuable. So, again, if you'd pass --

MR. BURTON: Thank you. I will pass it on.

MAYOR ELLIS: Thank you.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Eckert to approve Ordinance No. 2020-08. The motion carried 4-0-0.]

9. Consider Adopting a Resolutions Supporting the Miami County Strategic Plan

MAYOR ELLIS: The next items is consideration of adopting of a Resolution 2020-R-06 in support of the Miami County Strategic Plan. Mr. Hendershot, you have the floor.

MR. HENDERSHOT: Thank you, Mayor, and good evening, Council.

As Ms. McRae outlined the Miami County Strategic Plan, this is a resolution of support from the City Council Governing Body for the Miami County Economic Development Plan. The general review goes through issues, background, and analysis, much of which Ms. McRae has already gone through. So, staff is recommending that resolution. And I'm sorry, I didn't catch the number.

MAYOR ELLIS: 2020-R-06.

MR. HENDERSHOT: Supporting acceptance of the Miami County Economic Development Strategic Plan by the Board of County Commission as a roadmap for creating a county of choice in the Kansas City Metropolitan area. That is the resolution of support.

MR. LEATON: Mayor --

MR. HENDERSHOT: I'll be glad to go into more detail if necessary.

MR. LEATON: I'm sorry. I just thought he was done. Mayor, I move to approve Resolution 2020-R-06.

MR. ECKERT: Second.

MAYOR ELLIS: We have a motion and a second. Is there any discussion? If not, all those in favor?

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 4-0-0.

MR. HENDERSHOT: Thank you.

MAYOR ELLIS: Ms. McRae, again, thank you very much.

MS. McRAE: Thank you.

MAYOR ELLIS: We are delighted to be a part of this.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Eckert to approve Ordinance No. 2020-R-06. The motion carried 4-0-0.]

DISCUSSION

10. Unlawful Discharge of Firearms and Unlawful Hunting within the City (including exemptions for Agricultural Zoned Districts), and Hunting and Discharge of Firearms on Public Property

MAYOR ELLIS: This takes us to the first of two Discussion items, unlawful discharge of firearms and unlawful hunting within the City. Mr. Jenkins, you have the floor.

MR. JENKINS: Mayor, members of the Council, this is two issues actually with respect to the existing Public Offense Code and also the existing Spring Hill Municipal Code. It deals with the discharge of firearms, both found within the City and particularly within the public property or their lakes and parks. Lt. Dave Hogue is here on behalf of the Chief to explain the background for reasons that this is on the agenda tonight.

MAYOR ELLIS: Lieutenant, welcome.

LT. HOGUE: Thank you. Mayor, Councilmembers. Chief Henson and I have spent a significant amount of time reviewing both department policy and City ordinances in an effort to make sure that we have proper guidelines for both our officers and the citizens.

And as City Attorney Mr. Jenkins just mentioned, specifically we've come up to unlawful discharge of a firearm and then hunting. And what we're seeing is that the restrictions that are in place reference public property and not private property. And so in terms of an unlawful discharge of the firearms, we'd like to see the restrictions be applicable to the City as a whole and not have quite so many exemptions listed in there and really limit what is allowable in terms of firing a firearm within the City. And then the second piece that we would just say in terms of hunting is, is we're really looking at within City limits that there is no hunting, that hunting is not allowed.

Obviously, that's why we're discussing this here because that's what we would like to see happen. We want to be respectful of the citizens and maybe what's existed prior to us and not step on that.

The other issue that kind of exists in all of this is the concealed carry laws have changed and we now have what's called a constitutional carry in Kansas, and at least one of our ordinances basically says it's illegal to have a firearm on you in a public place, which is really no longer valid.

So, in essence, I think what we're asking for is clarity, ordinances that -- municipal codes that make sense. And I think the second piece of that is bringing them more into line of what the expectations of our citizens are. And this is, you know, I should say that this goes behind just Chief Henson and I looking at this. Citizens have brought this to us, members of the City. Staff have pointed some of these out to us. So, it's really been a collective effort in making sure that we have the best guidelines in place and that's why we're at this point tonight.

MAYOR ELLIS: Okay. I think one of the things that I'd like to recommend is that we look at this -- look at it through a broader lens. There are instances where we may have property owners who are interested in annexing into the City because they may be preparing for a future sale of their property. And in those instances it's more palatable to them to come in if they can perhaps be grandfathered in or enjoy some more favorable ordinances if they were about to be annexed by another entity. I say this because those might be 100-acre, 150-acre parcels. And maybe if we can look at some ordinances that puts some reasonable restrictions, you know, it's -- there's a huge difference between a shotgun and a rifle. There are huge differences among rifles, among handguns. So, that's kind of where I'm at. I want to make sure that we are -- that we're really looking broadly and not so narrowly that we may inhibit somebody's ability to hunt on property where they couldn't likely cause a problem for somebody else.

LT. HOGUE: Certainly.

MAYOR ELLIS: Other opinions?

MR. LEATON: I just think that it has to be a consideration when we're talking about hunting and with what you're talking about that's even still though, if it's a 100-150 acres, some of those firearms could still travel a longer distance.

MAYOR ELLIS: Not a shotgun.

MR. LEATON: Not a shotgun. I'm agreeing with that.

MAYOR ELLIS: I'm talking about --

MR. LEATON: I'm just talking about when you talk about a rifle versus a shotgun --

MAYOR ELLIS: Right. Right.

MR. LEATON: -- things like that that, you know, might [inaudible].

MAYOR ELLIS: The NRA has a good breakdown of distances of various munitions. And again, what I'd like to avoid is taking that sweeping approach of, you know, all or nothing. And, Lieutenant, I know you're not promoting that either. I want to be clear.

LT. HOGUE: Oh, yeah.

MAYOR ELLIS: I just want to make sure that we're not doing that. So, again, if maybe you could come back looking at it through that perspective of what makes the most sense based upon acreage, based upon where in that acreage, proximity to populated areas, all of those factors that would also probably go hand in glove with the direction that Johnson County is going through its codes.

LT. HOGUE: That would be, yeah, accurate. Overland Park, in particular, has run into this particular issue.

MAYOR ELLIS: Yes. On their march to Oklahoma they have.

LT. HOGUE: Yeah.

MR. LEATON: And then one of my questions would be is what about other things that are similar in nature? And what I'm thinking of is as you say no hunting, but do we need to kind of classify? Because all I can think of is like somebody with a BB gun shooting a squirrel and then you have somebody trying to claim that they're hunting and they get in here and so, well, no, this is that. So, it would be good to have maybe some of that clarified too.

LT. HOGUE: Yeah. So, we have adopted the Uniform Public Offense Code. And one of the things that Section 10.6, that references air gun, air rifle, bow and arrow, slingshot, BB gun, and paintball. And as it is adopted currently, basically all those things are unlawful unless they are in a controlled environment like a warehouse or, you know, something like that. So, that currently does exist on the Uniform Public Code.

MAYOR ELLIS: Okay. Other feedback? Mr. Eckert, I thought you had --

MR. ECKERT: He answered it.

MAYOR ELLIS: Oh, very good. Okay.

MR. ECKERT: Uh-huh.

MAYOR ELLIS: Very good.

MR. OWEN: I think it's good that you mentioned in shotguns in the limited sense we have some sensitivity right now with shooting in the City and around the City. But I think shotguns would be a good one for --

MAYOR ELLIS: So again, just be creative and bring back some recommendations.

LT. HOGUE: All right.

MAYOR ELLIS: Okay. And you're working with Mr. Burton as well?

MR. BURTON: With Chief Henson too.

MAYOR ELLIS: Okay. Very good. Very good. All right. Anything else?

LT. HOGUE: Thank you. I don't believe so.

MAYOR ELLIS: All right. Thank you, Lieutenant. Anything else on that subject, Mr. Jenkins?

MR. JENKINS: No, sir.

11. Designation of City Website as Alternative City Official Publication

MAYOR ELLIS: Okay. Then that takes us to designation of City website as an alternative official publication. Mr. Jenkins, you have the floor.

MR. JENKINS: Under the current state statute it is not uniformly applicable to all cities and, therefore, with respect to designating the public -- the official publication, which we have done for years which is the *Miami*

County Republic. Now, some jurisdictions, approximately ten cities in the state, have charter ordinances out from under that state statute. So, that is an option procedurally to this City if you'd like to charter ordinance out from the state statute and then adopt a separate ordinance that would designate the option of using the website as an alternative publication. In doing that, it wouldn't eliminate -- what I'd recommend if we do that that we'd also retain the alternatives of using the *Miami County Republic* and maybe some other publications if the reason -- if it warranted it. I'd have to stress that what the exemption could do would be for generally most ordinances. But you'd have your charter ordinances, bond ordinances, some statutes that specifically specified that the publication has to be circulation within a particular county, for example, in condemnation.

So, we have some opportunity here to perhaps reduce your expenses by using the website, but it's not going to eliminate all cost, but it gives you that flexibility. The procedure would be, as we've been doing on other projects, where we do the charter ordinance exempt from the state statute and then come back and do a specific ordinance. We specify website, maybe retain *Miami County Republic*, and maybe include some other publications.

MAYOR ELLIS: Okay. If we can include other publications, then there wouldn't be a need to do an RFP. However, I had indicated earlier this year that I wanted to go back out to bid for publication so that we could see if we could get a better cost. Then Mr. Jenkins uncovered this ability to charter out. So, what I'd like to be clear about is if we can pick any newspaper that satisfies the requirement, then we can just get a bid for what a particular publication is going to cost per publication. If that's not the option and we actually have to declare a city newspaper to publish in, then I would like to first go out to bid and see if we can reduce some of our other costs that way.

Is the Council agreeable to that from a cost savings perspective? Okay. Is the Council agreeable to pursuing the use of the City's website for a primary publication of all items that don't otherwise have to be published in a newspaper?

MR. OWEN: I think that's a good option.

MAYOR ELLIS: So, very good. All right. So, Mr. Hendershot, is the direction clear or did I muddy it up a little bit?

MR. HENDERSHOT: No.

MAYOR ELLIS: Okay. Very good. So, before we get an ordinance back make that determination as to whether or not we can pick *Miami County Republic*, the *Legal Record*, the *Gardner News*. And if we can, we'll bid out each time we publish something. And if we can't, then we're going to go to bid before we do these ordinances.

MR. JENKINS: Understood, Mayor.

MAYOR ELLIS: Okay. Very good. Anything for Mr. Jenkins on this subject? No. All right. Thank you very much.

ANNOUNCEMENTS AND REPORTS

MAYOR ELLIS: That takes us to Announcements and Reports. I would certainly like to wish everyone a safe and happy Fourth of July. I want to remind everyone of the dedication of Veterans Park. We will have obviously a guest of honor, their family that has contributed a significant amount of money to this project. And we'll have the American Legion there. We'll have some veterans there to honor. I hope that everybody will turn out and support their community. But moreover, take a little time out of their day and the real world to support their veterans. So, I look forward to seeing everybody out there 10 a.m. on July 4th. I think you're going to be pleased.

We'll also be dedicating, of course, the Melvin Murray Park for former Fire Chief Murray. And it should be -- it should just be an outstanding event. Johnson County Sheriff's Office has graciously agreed to provide us an honor guard. So, I think there will be a lot of pomp and circumstance out there.

So, before you get out and start blowing things up, if you can spend a little time with us at the park, I think that'll be time well spent.

Mr. Owen?

MR. OWEN: Just a couple things. I wanted to apologize for -- to Roy Riffel for dropping the ball and not following up with this email. Also, Mr. Hendershot, I had a citizen approach me. They were looking for a copy of your presentation you did on the budget here on Monday I believe.

MR. HENDERSHOT: Uh-huh.

MR. OWEN: And they were looking for a copy of it and it doesn't appear to be online yet.

MR. HENDERSHOT: Of the slides?

MR. OWEN: The slide program, yeah. Your PowerPoint.

MR. HENDERSHOT: I believe they're on there, but I'll make sure.

MR. OWEN: Okay. Great.

MR. HENDERSHOT: Yeah. I think they went on there the next day, but I'll make sure.

MR. OWEN: Okay. All right.

MAYOR ELLIS: Anything else?

MR. OWEN: That's it.

MAYOR ELLIS: All right. Very good. Mr. Leaton?

MR. LEATON: First, I will be attending the Fourth of July, Ms. Gerrity, so that you know that. And I've been a big advocate for that park and for the veterans out there for a long time, so -- since 2000, what was it when we passed that referendum, 2009?

MAYOR ELLIS: 2010. Well, 2010 was when we opened the Aquatics Center, yeah.

MR. LEATON: When we opened --

MAYOR ELLIS: Yeah. '09.

MR. LEATON: So, I've been pushing and excited now that we're actually going to see this come to fruition.

And then today Mr. Owen and Mr. Hendershot and I met today to talk about some of the things about what we could potentially do with 223rd Street. Mr. Hendershot is going to gather some information. And we plan on meeting the week after the Fourth of July, somewhere around the 8th or the 9th. Once he collects that information, then we can kind of develop another idea of a couple other things. So, there is that.

And then Mr. Hendershot, were you able to contact the City engineer to talk about --

MR. HENDERSHOT: I was not able to get a hold of him, sir, so I apologize.

MR. LEATON: Okay. So, can you get in touch with him about that and have him at least provide some type of an update on that?

MR. HENDERSHOT: Sure. Yeah.

MR. LEATON: Even in like a short email --

MR. HENDERSHOT: Sure.

MR. LEATON: -- where we're at with it, please?

MR. HENDERSHOT: Yeah. Absolutely.

MR. LEATON: Thank you.

MAYOR ELLIS: Anything else?

MR. LEATON: That's it.

MAYOR ELLIS: All right. Thank you. Mr. Eckert.

MR. ECKERT: Ms. Gerrity, I will not be attending the July 4th event. And I dumped out just under an inch of rain. So, does anyone know is there a burn ban not in effect, so we're good to go on all the fireworks and things --

MAYOR ELLIS: So far.

MR. ECKERT: -- in the City so far?

MAYOR ELLIS: Uh-huh.

MR. ECKERT: So far. Okay. That is it, Mr. Mayor.

MAYOR ELLIS: All right. Thank you vey much. Mr. Graves.

MR. GRAVES: I will not be at the Veterans Park. I have a neighborhood parade that I am [inaudible] with two very excited kids interested in, but no report.

MAYOR ELLIS: All right. Thank you very much. We'll move on to staff reports. Mr. Hendershot?

MR. HENDERSHOT: No report, Mayor.

MAYOR ELLIS: Madam Clerk.

MS. GERRITY: No report. Thank you.

MAYOR ELLIS: Mr. Burton.

MR. BURTON: No report, sir.

MAYOR ELLIS: All right. For those of you who are unaware, Chief Henson is participating in a panel discussion among chiefs of police with the NAACP tonight. We appreciate her involvement there. And, Lt. Hogue, we appreciate you filling in her stead. So, any reports?

LT. HOGUE: No report, sir.

MAYOR ELLIS: All right. Mr. Jenkins.

MR. JENKINS: No report, Mayor.

MAYOR ELLIS: Very good.

EXECUTIVE SESSION

MAYOR ELLIS: That leaves us with an Executive Session. Mr. Jenkins, how much time?

MR. JENKINS: Mr. Mayor, I was talking to Mr. Leaton ahead of the meeting that we're recommending 15 minutes.

MAYOR ELLIS: Okay. Very good.

MR. LEATON: Fifteen.

MAYOR ELLIS: Why don't we start at eight.

MR. LEATON: Okay. He upward negotiated me now.

MAYOR ELLIS: To what?

MR. LEATON: No. I had him at 10 and he pushed me up to 15. So, Mayor, I move that the Governing Body recess into Executive Session for 15 minutes to discuss special Council investigation pursuant to the attorney-client exception, K.S.A. 75-4319(b)(2) of the Kansas Open Meetings Act. The open meeting will resume in City Council Chambers at 8:15 p.m. Persons to be in attendance are the following: Mike Norris, special counsel, Frank Jenkins, Jr., City Attorney. And that would start at 8 p.m.

MR. ECKERT: Second.

MAYOR ELLIS: We have a motion and second. All those in favor?

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 4-0-0. We'll stand in recess until 8:00 p.m. There will be no formal action following that Executive Session.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Eckert to recess into Executive Session for 15 minutes. The motion carried 4-0-0.]

(Spring Hill City Council in Executive Session.)

ADJOURN

MAYOR ELLIS: We are back in open session. The discussion was limited to the topic stated. No decisions were made; no votes were taken.

I'll entertain a motion to adjourn.

MR. LEATON: So moved.

MR. ECKERT: Second.

MAYOR ELLIS: All those in favor.

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 4-0-0. Thank you everyone. Have a safe and happy Fourth if I don't see you at Veterans Park.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Eckert to adjourn. The motion carried 4-0-0.]

(Spring Hill City Council Meeting Adjourned)

THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION
AND ARE NOT OFFICIAL MINUTES
UNTIL APPROVED BY THE SPRING HILL CITY COUNCIL

CERTIFICATE

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

/das September 11, 2020

Deborah A. Sweeney, WriteAway Transcription

APPROVED BY:

Glenda Gerrity, City Clerk

THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION
AND ARE NOT OFFICIAL MINUTES
UNTIL APPROVED BY THE SPRING HILL CITY COUNCIL

City of Spring Hill, Kansas
Minutes of City Council Regular Session
September 24, 2020

A Regular Session of the City Council was held in the Spring Hill Civic Center, 401 N. Madison, Council Chambers, Spring Hill, Kansas on September 24, 2020. The meeting convened at 7:05p.m. with Mayor Ellis presiding and Glenda Gerrity, City Clerk, recording.

Councilmembers in attendance: Chris Leaton
 Steve Owen
 Tyler Graves
 Chad Eckert
 Andrea Hughes

Staff in attendance: Jim Hendershot, City Administrator
 Melanie Landis, Asst. City Administrator
 Cindy Henson, Chief of Police
 Lt. David Hogue
 Patrick Burton, Community Development Director
 Antwone Smoot, I.T. Specialist
 Kate Shupert, Public Affairs Specialist

Consultants in attendance: Frank Jenkins, City Attorney

INVOCATION

The invocation was given by Pastor Joel Atwell, Grace Community Church.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

The City Clerk called the roll of the City Council. With a quorum present, the meeting commenced.

APPROVAL OF THE AGENDA

The Mayor requested to add a Proclamation for National 4-H Week after Citizen Participation.

It was moved by Leaton, seconded by Eckert, to approve the agenda as revised.

Motion carried 5-0-0.

CITIZEN PARTICIPATION

The following individuals made public comment:

- Bill Peterman spoke regarding the city owned property that is leased to farmers.
- Steve Boswell spoke regarding the status of chickens within the City.

PROCLAMATION – National 4-H Week

The Mayor welcomed visitors from the Spring Hill Rustlers and Sharon 4-H group. He read aloud the Proclamation and declared the week of October 4 – 10, 2020 as National 4-H Week.

CONSENT AGENDA

It was moved by Leaton, seconded by Owen, to approve the consent agenda.

1. Approval of Minutes: June 22, 2020, Special Meeting
2. Approval of Minutes: September 10, 2020, Regular Meeting
3. Appropriation Order No. 2020-09-24
4. Consider Approval of Agreement: Johnson County Coronavirus Relief Fund Subrecipient Grant

Motion carried 5-0-0.

FORMAL ACTION

5. Ordinance No. 2020-15: Z-000024-2020 Rezoning, R-R (Rural Residential) to C-2 (General Business District), Prairie Star Development (20110 Webster St.), Phelps Engineering
Introduced by Mayor Ellis and presented by Mr. Burton, Community Development Director.

It was moved by Leaton, seconded by Owen, to approve Ordinance No. 2020-15.

Motion carried by roll of the Governing Body 6-0-0. (Owen-yes, Graves-yes, Hughes-yes, Leaton-yes, Eckert-yes, Ellis-yes)

6. Ordinance No. 2020-16: Golf Carts

Introduced by Mayor Ellis and presented by Mr. Jenkins, City Attorney and Chief Henson.

It was moved by Owen, seconded by Eckert, to approve Ordinance No. 2020-16.

Motion carried by roll of the City Council 4-1-0. (Graves-yes, Hughes-yes, Leaton-no, Eckert-yes, Owen-yes)

7. Resolution No. 2020-R-18: Parks Master Plan

Introduced by Mayor Ellis and presented by Mr. Hendershot, City Administrator.

It was moved by Leaton, seconded by Eckert, to approve Resolution 2020-R-18.

Motion carried 5-0-0.

8. Consider Request from Developer to Reduce Administrative Fee related to Dayton Creek Special Benefit District No. 4, PV Investments

Introduced by Mayor Ellis and presented by Ms. Landis, Asst. City Administrator.

It was moved by Leaton, seconded by Graves, to deny the request from PV investments for the (reduction of) Administrative Fee of 3%.

Motion carried 5-0-0.

DISCUSSION

9. City Annexation Policy

Introduced by Mayor Ellis and presented by Mr. Hendershot, City Administrator.

It was the consensus of the City Council to visit with the City of Gardner and the Mayor directed the City Administrator to work with Mr. Leaton and Mr. Owen for interim discussions and then they can report back to the City Council.

10. Donation Policy

Introduced by Mayor Ellis and presented by Mr. Hendershot, City Administrator.

The Mayor directed Mr. Hendershot to research and provide a recommendation on the formation of a 501.C.3.

11. Spending Plan for Projected Revenue Adjustment Due to COVID19 Impact

Introduced by Mayor Ellis and presented by Ms. Landis, Assistant City Administrator.

ANNOUNCEMENTS AND REPORTS

Announcements and reports were given by the Governing Body and staff.

The Mayor read aloud a letter from the Johnson County District Attorney regarding allegations of criminal conduct relating to the City of Spring Hill's procurement of broadband Internet service. The letter stated that the investigation has been completed and the District Attorney's Office found no evidence substantiating any violations of Kan. Stat. Anno. Sec. 21-6001(a)(2)(2019), Bribery, or Kan. Stat. Ann. Sec. 21-5302(a)(2019), Conspiracy or any other violations of criminal statutes. Therefore, no further action will be taken by this office.

It was the consensus of the City Council for Mr. Hendershot to reach out to ALLO Communications, who put the City on hold until the investigation was over.

ADJOURN

It was moved by Leaton, seconded by Eckert, to adjourn. Motion carried 5-0-0.

The meeting adjourned at 8:30p.m.

Approved by the Governing Body on _____.

Glenda Gerrity, City Clerk
Spring Hill City Council Regular Session Minutes
September 24, 2020
Page 3 of 3

CITY OF SPRING HILL, KANSAS

APPROPRIATION ORDER NUMBER 2020-10-08 PRESENTED: October 08, 2020

Be it ordered by the Governing Body of the City of Spring Hill that the above dated order is and shall be approved and all claims honored and paid by the City Clerk.

Section 1:

Claims paid prior to approval of the City Council as authorized by Ordinance 2001-08:

Accounts Payable:	\$59,785.48
Payroll:	\$71,293.92
	<hr/>
	\$131,079.40

Section 2:

Claims presented for approval of payment:

Accounts Payable:	\$320,081.54
	<hr/>
	\$320,081.54

Total amount of the Appropriation Order:	<u><u>\$451,160.94</u></u>
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<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
Vendor: 00044 - ALL CITY MANAGEMENT SERVICES, INC					
67980	CROSSING GUARD SERVICES - 08/30-09/12/2020	100-800-7500			\$801.04
Vendor 00044 - ALL CITY MANAGEMENT SERVICES, INC Total:					\$801.04
Vendor: 00030 - AMERICAN LIFE ASSURANCE COMPANY OF COLUMBUS					
437796	AFLAC PREMIUMS - SEPTEMBER 2020	100-2120	DFT0002038	09/22/2020	\$1,658.44
Vendor 00030 - AMERICAN LIFE ASSURANCE COMPANY OF COLUMBUS Total:					\$1,658.44
Vendor: 01822 - ANDERSON AUTOMOTIVE INC					
0040042	REPLACE EXHAUST MNFD & CATALYTIC CNVTR - UNIT #855	100-800-6720			\$3,715.85
Vendor 01822 - ANDERSON AUTOMOTIVE INC Total:					\$3,715.85
Vendor: 00113 - ATRONIC ALARMS, INC					
432267	FIRE ALARM MONITORING - OCT 2020 - CH	100-720-7190			\$59.00
Vendor 00113 - ATRONIC ALARMS, INC Total:					\$59.00
Vendor: 00725 - BERRY COMPANIES, INC					
19140995	SKID STEER RENTAL FOR WOODLAND RIDGE POND	100-620-7230			\$1,687.80
Vendor 00725 - BERRY COMPANIES, INC Total:					\$1,687.80
Vendor: 00148 - BLUE VALLEY TRACTOR AND SUPPLY					
214228	UNIT #132 FUEL PUMP REPLACEMENT	100-620-6750			\$30.04
Vendor 00148 - BLUE VALLEY TRACTOR AND SUPPLY Total:					\$30.04
Vendor: 00202 - CENTURYLINK					
INV0002223	COMMUNICATION - LONG DISTANCE - 09/09-10/08/2020	100-800-7622	DFT0002021	09/22/2020	\$24.68
INV0002223	COMMUNICATION - LONG DISTANCE - 09/09-10/08/2020	520-670-7622	DFT0002021	09/22/2020	\$24.67
Vendor 00202 - CENTURYLINK Total:					\$49.35
Vendor: 00206 - CHAMPION BRANDS, LLC					
591965	FILTERS FOR EQUIPMENT MAINTENANCE	100-640-6110			\$322.80
Vendor 00206 - CHAMPION BRANDS, LLC Total:					\$322.80
Vendor: 00246 - COLLECTION BUREAU OF KANSAS					
7198	COLLECTION FEES - AUG 2020	510-660-7785			\$116.20
7198	COLLECTION FEES - AUG 2020	520-670-7785			\$116.19
Vendor 00246 - COLLECTION BUREAU OF KANSAS Total:					\$232.39
Vendor: 00252 - COMFORT DESIGNS HEATING & AIR CONDITIONING					
008130819	NEW HVAC UNIT & INSTALL - STRONG LIFT STATION	520-670-6730			\$4,985.71
Vendor 00252 - COMFORT DESIGNS HEATING & AIR CONDITIONING Total:					\$4,985.71
Vendor: 00239 - CONSTRUCTION MATERIALS, INC					
7551	WATER PUMP PARTS	100-640-6660			\$13.86
Vendor 00239 - CONSTRUCTION MATERIALS, INC Total:					\$13.86
Vendor: 00277 - CREATIVE DISPLAYS OF KC, INC.					
2009	WEBSTER STREET FLAGS - LABOR TO INSTALL & REMOVE	100-110-6601			\$1,440.00
Vendor 00277 - CREATIVE DISPLAYS OF KC, INC. Total:					\$1,440.00
Vendor: 00325 - DELL FINANCIAL SERVICES LLC					
80583119	LEASE PAYMENTS - 6695052-006 - OCT 2020	100-100-8300			\$40.66
80583119	LEASE PAYMENTS - 6695052-006 - OCT 2020	100-200-8300			\$2.14
Vendor 00325 - DELL FINANCIAL SERVICES LLC Total:					\$42.80
Vendor: 00393 - EVOQUA WATER TECHNOLOGIES LLC					
904599803	CHEMICALS FOR 4.1 & STRONG LIFT STATIONS	520-670-6500			\$8,788.42
Vendor 00393 - EVOQUA WATER TECHNOLOGIES LLC Total:					\$8,788.42
Vendor: 00439 - FREEDOM LAWN & LANDSCAPE, LLC					
09-4961b	NUISANCE ABATEMENT MOWING/TRIMMING	100-1240			\$800.00
09-4967b	NUISANCE ABATEMENT MOWING/TRIMMING	100-1240			\$150.00
09-4968b	NUISANCE ABATEMENT MOWING/TRIMMING	100-1240			\$150.00
09-4969b	NUISANCE ABATEMENT MOWING/TRIMMING	100-1240			\$150.00
Vendor 00439 - FREEDOM LAWN & LANDSCAPE, LLC Total:					\$1,250.00
Vendor: 01467 - GARY R. ARMENTROUT					
08-25-2020-238	ANNUAL TESTING OF BACKFLOW PREVENTERS	510-660-7190			\$838.59
Vendor 01467 - GARY R. ARMENTROUT Total:					\$838.59
Vendor: 00466 - GERKEN RENT-ALL					
19577AX-1	PORTABLE RESTROOM RENTAL - CITY PARK	100-620-7220			\$110.00
19578AX-1	PORTABLE RESTROOM RENTAL - SHAC PARK	100-620-7220			\$110.00
Vendor 00466 - GERKEN RENT-ALL Total:					\$220.00

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Vendor: 00487 - GRAINGER					
9652093643	STARTER FOR PUMP	520-670-6750			\$322.59
Vendor 00487 - GRAINGER Total:					\$322.59
Vendor: 00490 - GRASS PAD, INC.					
619777	FALL LANDSCAPING VARIOUS LOCATIONS	100-620-6646			\$159.20
Vendor 00490 - GRASS PAD, INC. Total:					\$159.20
Vendor: 00516 - HAWKINS, INC					
4784205	CHEMICALS - POLYMER FOR BFP	520-670-6500			\$2,133.59
Vendor 00516 - HAWKINS, INC Total:					\$2,133.59
Vendor: 00534 - HERITAGE TRACTOR, INC					
10875036	WEED EATER STRING	100-620-6110			\$54.99
Vendor 00534 - HERITAGE TRACTOR, INC Total:					\$54.99
Vendor: 01885 - HSA BANK					
INV0002224	HSA CONTRIBUTION PAYMENTS	100-2115	DFT0002023	09/25/2020	\$534.58
Vendor 01885 - HSA BANK Total:					\$534.58
Vendor: 00575 - INTERNAL REVENUE SERVICE					
INV0002234	MEDICARE TAXES PAYABLE	100-2100	DFT0002032	09/25/2020	\$2,620.70
INV0002234	MEDICARE TAXES PAYABLE	510-2100	DFT0002032	09/25/2020	\$155.04
INV0002234	MEDICARE TAXES PAYABLE	520-2100	DFT0002032	09/25/2020	\$148.62
INV0002235	SOCIAL SECURITY TAXES PAYABLE	100-2100	DFT0002033	09/25/2020	\$11,205.68
INV0002235	SOCIAL SECURITY TAXES PAYABLE	510-2100	DFT0002033	09/25/2020	\$662.76
INV0002235	SOCIAL SECURITY TAXES PAYABLE	520-2100	DFT0002033	09/25/2020	\$635.70
INV0002236	FEDERAL WITHHOLDING TAX PAYABLE	100-2100	DFT0002034	09/25/2020	\$7,793.31
INV0002236	FEDERAL WITHHOLDING TAX PAYABLE	510-2100	DFT0002034	09/25/2020	\$245.75
INV0002236	FEDERAL WITHHOLDING TAX PAYABLE	520-2100	DFT0002034	09/25/2020	\$294.47
Vendor 00575 - INTERNAL REVENUE SERVICE Total:					\$23,762.03
Vendor: 00592 - J & T AUTO SERVICE INC					
7338	TIRE REPAIR - UNIT #853 - PD	100-800-6720			\$26.99
7402	TIRE REPAIR - UNIT #856 - PD	100-800-6720			\$26.99
Vendor 00592 - J & T AUTO SERVICE INC Total:					\$53.98
Vendor: 00611 - JCI INDUSTRIES, INC.					
8200753	CABLE FOR OCHELTREE LIFT STATION	520-670-6750			\$1,062.86
Vendor 00611 - JCI INDUSTRIES, INC. Total:					\$1,062.86
Vendor: 01200 - JERRY C RUTHERFORD					
INV0002222	UNIFORM SHIRTS - ADD LOGO	100-620-5400			\$24.00
INV0002222	UNIFORM SHIRTS - ADD LOGO	100-640-5400			\$24.00
Vendor 01200 - JERRY C RUTHERFORD Total:					\$48.00
Vendor: 00631 - JO&WY COUNTIES COUNCIL/MAYORS					
INV0002237	ANNUAL MEMBERSHIP DUES 2020-2021	100-120-7700			\$340.00
Vendor 00631 - JO&WY COUNTIES COUNCIL/MAYORS Total:					\$340.00
Vendor: 00640 - JOHNSON COUNTY FIRE DISTRICT NO.2					
INV0002239	2020 FIRE DISTRICT SERVICES - 4TH QTR	215-000-7310			\$189,000.00
Vendor 00640 - JOHNSON COUNTY FIRE DISTRICT NO.2 Total:					\$189,000.00
Vendor: 00706 - KANSAS PAYMENT CENTER					
INV0002232	INCOME WITHHOLDING ORDER	100-2130	83016	09/25/2020	\$158.31
Vendor 00706 - KANSAS PAYMENT CENTER Total:					\$158.31
Vendor: 00764 - KPERS					
INV0002225	KP & F PENSION PAYABLE	100-2110	DFT0002024	09/25/2020	\$10,651.57
INV0002226	KPERS TIER 1 PAYROLL	100-2110	DFT0002025	09/25/2020	\$3,776.15
INV0002226	KPERS TIER 1 PAYROLL	510-2110	DFT0002025	09/25/2020	\$279.69
INV0002227	KPERS TIER 2 PAYROLL	100-2110	DFT0002026	09/25/2020	\$1,986.90
INV0002227	KPERS TIER 2 PAYROLL	510-2110	DFT0002026	09/25/2020	\$394.50
INV0002227	KPERS TIER 2 PAYROLL	520-2110	DFT0002026	09/25/2020	\$184.42
INV0002228	KPERS TIER 3 PAYROLL	100-2110	DFT0002027	09/25/2020	\$2,755.86
INV0002228	KPERS TIER 3 PAYROLL	510-2110	DFT0002027	09/25/2020	\$204.54
INV0002228	KPERS TIER 3 PAYROLL	520-2110	DFT0002027	09/25/2020	\$599.20
INV0002229	KPERS 457 PLAN PAYABLE	100-2115	DFT0002028	09/25/2020	\$462.46
INV0002230	KPERS 457 PLAN PAYABLE	100-2115	DFT0002029	09/25/2020	\$1,638.00
INV0002230	KPERS 457 PLAN PAYABLE	510-2115	DFT0002029	09/25/2020	\$60.01
INV0002230	KPERS 457 PLAN PAYABLE	520-2115	DFT0002029	09/25/2020	\$29.99

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
INV0002231	KPERS D & D PAYABLE	100-2110	DFT0002030	09/25/2020	\$583.09
INV0002231	KPERS D & D PAYABLE	510-2110	DFT0002030	09/25/2020	\$60.16
INV0002231	KPERS D & D PAYABLE	520-2110	DFT0002030	09/25/2020	\$53.63
Vendor 00764 - KPERS Total:					\$23,720.17
Vendor: 00779 - KS EMPLOYMENT SECURITY FUND					
INV0002240	UNEMPLOYMENT TAX ALLOCATION - 3RD QTR 2020	100-2100	DFT0002039	09/30/2020	\$2,508.77
INV0002240	UNEMPLOYMENT TAX ALLOCATION - 3RD QTR 2020	510-2100	DFT0002039	09/30/2020	\$146.73
INV0002240	UNEMPLOYMENT TAX ALLOCATION - 3RD QTR 2020	520-2100	DFT0002039	09/30/2020	\$135.24
Vendor 00779 - KS EMPLOYMENT SECURITY FUND Total:					\$2,790.74
Vendor: 00802 - LAMP RYNEARSON INC					
0320005.04-0000004	WWTP AERATION & CLARIFICATION	520-670-7150			\$2,204.55
Vendor 00802 - LAMP RYNEARSON INC Total:					\$2,204.55
Vendor: 00817 - LEAGUE OF KS MUNICIPALITIES					
20-1798	PUBLICATIONS - JOB POSTINGS FOR PW DIRECTOR	100-140-7130			\$100.00
20-1798	PUBLICATIONS - JOB POSTINGS FOR PW DIRECTOR	510-660-7130			\$50.00
20-1798	PUBLICATIONS - JOB POSTINGS FOR PW DIRECTOR	520-670-7130			\$50.00
Vendor 00817 - LEAGUE OF KS MUNICIPALITIES Total:					\$200.00
Vendor: 00882 - MCANANY, VAN CLEAVE & PHILLIPS					
852300	GENERAL MATTERS	100-110-7170			\$3,510.00
852301	PREVENTING HARASSMENT TRAINING	100-110-7170			\$23.63
852301	PREVENTING HARASSMENT TRAINING	100-800-7170			\$10.13
852301	PREVENTING HARASSMENT TRAINING	510-660-7170			\$16.87
852301	PREVENTING HARASSMENT TRAINING	520-670-7170			\$16.87
852302	EMPLOYMENT COUNSEL	100-110-7170			\$1,972.50
852303	EMPLOYMENT RELATIONS INVESTIGATION	100-110-7170			\$337.50
852304	EMPLOYEE RELATIONS MATTER 16	100-110-7170			\$67.50
852305	EMPLOYEE RELATIONS MATTER 19	100-110-7170			\$45.00
852306	BROADBAND/DA INVESTIGATION MATTER 21	100-110-7170			\$9,065.00
Vendor 00882 - MCANANY, VAN CLEAVE & PHILLIPS Total:					\$15,065.00
Vendor: 00884 - MCCLURE ENGINEERING COMPANY					
129767	CONSTRUCTION SRVCS - DAYTON CREEK SBD 4, 6TH PLAT	408-000-7150			\$2,607.40
Vendor 00884 - MCCLURE ENGINEERING COMPANY Total:					\$2,607.40
Vendor: 00916 - MICHAEL W BAUM					
201522	UNIFORM SHIRTS	100-620-5400			\$92.97
201522	UNIFORM SHIRTS	100-640-5400			\$92.97
Vendor 00916 - MICHAEL W BAUM Total:					\$185.94
Vendor: 00920 - MICRO CENTER					
8075731	POE INJECTOR FOR DESK PHONES (WFH) - COVID19	100-110-6165			\$24.99
8075731	POWER STRIP	100-220-6110			\$34.99
8087241	RUGGED CASE FOR ELECTRONICS	510-660-6110			\$40.95
Vendor 00920 - MICRO CENTER Total:					\$100.93
Vendor: 00939 - MIDWEST PUBLIC RISK					
INV0002241	HEALTH INS PREMIUM - OCT 2020	100-2120			\$60,054.00
INV0002241	HEALTH INS PREMIUM - OCT 2020	510-2120			\$7,758.00
INV0002241	HEALTH INS PREMIUM - OCT 2020	520-2120			\$1,644.00
Vendor 00939 - MIDWEST PUBLIC RISK Total:					\$69,456.00
Vendor: 00974 - MUTUAL OF OMAHA INSURANCE CO					
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	100-100-5120	DFT0002037	09/28/2020	\$18.90
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	100-140-5120	DFT0002037	09/28/2020	\$6.30
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	100-200-5120	DFT0002037	09/28/2020	\$18.90
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	100-220-5120	DFT0002037	09/28/2020	\$6.30
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	100-300-5120	DFT0002037	09/28/2020	\$6.30
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	100-310-5120	DFT0002037	09/28/2020	\$6.30
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	100-500-5120	DFT0002037	09/28/2020	\$31.50
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	100-610-5120	DFT0002037	09/28/2020	\$12.60
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	100-620-5120	DFT0002037	09/28/2020	\$25.20
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	100-640-5120	DFT0002037	09/28/2020	\$18.90
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	100-710-5120	DFT0002037	09/28/2020	\$2.05
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	100-720-5120	DFT0002037	09/28/2020	\$2.05
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	100-800-5120	DFT0002037	09/28/2020	\$81.90

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	100-810-5120	DFT0002037	09/28/2020	\$6.30
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	510-660-5120	DFT0002037	09/28/2020	\$22.05
001125568512	GROUP LIFE/AD&D PREMIUMS - OCT 2020	520-670-5120	DFT0002037	09/28/2020	\$22.05
Vendor 00974 - MUTUAL OF OMAHA INSURANCE CO Total:					\$287.60
Vendor: 00979 - NAPA SPRING HILL, LLC					
371322	UNIT #115 LOCK PIN REPLACEMENT	100-620-6750			\$6.89
371357	UNIT #102 FILTER	100-620-6750			\$37.99
371550	UNIT #101 REPAIR PARTS	100-620-6750			\$7.43
Vendor 00979 - NAPA SPRING HILL, LLC Total:					\$52.31
Vendor: 01013 - OFFICE DEPOT, INC					
123123602001	ADMIN / OPERATING SUPPLIES - PW	100-110-6110			\$25.98
Vendor 01013 - OFFICE DEPOT, INC Total:					\$25.98
Vendor: 01021 - OLATHE FAMILY YMCA					
INV0002221	LIFEGUARD.FIRST AID/CPR/AED/OXYGEN TRAINING	100-730-5310	83015	09/21/2020	\$150.00
Vendor 01021 - OLATHE FAMILY YMCA Total:					\$150.00
Vendor: 01051 - PACE ANALYTICAL SERVICES, LLC					
2060114116	LAB ANALYSIS - ROUTINE EFFLUENT TESTING - WWTP	520-670-7560			\$420.00
Vendor 01051 - PACE ANALYTICAL SERVICES, LLC Total:					\$420.00
Vendor: 00995 - QUADIENT, INC					
57778213	POSTAGE METER RENTAL & MNTNC - 08/31-11/29/2020	100-110-6140			\$78.75
57778213	POSTAGE METER RENTAL & MNTNC - 08/31-11/29/2020	100-800-6140			\$33.75
57778213	POSTAGE METER RENTAL & MNTNC - 08/31-11/29/2020	510-660-6140			\$56.25
57778213	POSTAGE METER RENTAL & MNTNC - 08/31-11/29/2020	520-670-6140			\$56.25
Vendor 00995 - QUADIENT, INC Total:					\$225.00
Vendor: 01886 - REDISHRED KANSAS INC					
100267161	SHRED BIN RENTAL AND DISPOSAL	100-110-7190			\$20.00
100267161	SHRED BIN RENTAL AND DISPOSAL	100-800-7190			\$40.00
100267161	SHRED BIN RENTAL AND DISPOSAL	510-660-7190			\$10.00
100267161	SHRED BIN RENTAL AND DISPOSAL	520-670-7190			\$10.00
Vendor 01886 - REDISHRED KANSAS INC Total:					\$80.00
Vendor: 01132 - REINDERS, INC					
5055089-00	CHEMICAL APPLICATION FOR TURF AT VARIOUS LOCATIONS	100-620-6645			\$507.60
Vendor 01132 - REINDERS, INC Total:					\$507.60
Vendor: 01163 - RURAL WATER DISTRICT #2 MI CO					
INV0002243	WATER UTILITY- 22711 S WOODLAND - 08/08-09/08/2020	520-670-7620			\$23.75
Vendor 01163 - RURAL WATER DISTRICT #2 MI CO Total:					\$23.75
Vendor: 01748 - SPRAYER SPECIALTIES, INC					
1105663-IN	PARTS FOR 3 POINT SPRAYER	100-620-6750			\$30.49
Vendor 01748 - SPRAYER SPECIALTIES, INC Total:					\$30.49
Vendor: 00777 - STATE OF KANSAS					
INV0002238	SALES TAX - WATER - AUG 2020	510-2210	DFT0002035	09/18/2020	\$2,293.82
Vendor 00777 - STATE OF KANSAS Total:					\$2,293.82
Vendor: 01282 - SUMNERONE/UNISOURCE/DATAMAX					
2643463	COMP.EQUIP.MAINT. CONTRACT - 09/19-12/18/2020	100-110-6130			\$687.75
2643463	COMP.EQUIP.MAINT. CONTRACT - 09/19-12/18/2020	100-610-6130			\$343.87
2643463	COMP.EQUIP.MAINT. CONTRACT - 09/19-12/18/2020	100-800-6130			\$343.88
2643464	COPIER USAGE - 06/19-09/18/2020	100-110-6130			\$284.41
2643464	COPIER USAGE - 06/19-09/18/2020	100-610-6130			\$23.25
2643464	COPIER USAGE - 06/19-09/18/2020	100-800-6130			\$56.72
Vendor 01282 - SUMNERONE/UNISOURCE/DATAMAX Total:					\$1,739.88
Vendor: 01520 - TOWNER COMMUNICATIONS LLC					
21180	PROFESSIONAL SERVICES - SYSTEM ERROR MESSAGE ISSUE	100-110-7190			\$67.50
21265	TELEWORK-SETUP PHN SYS FOR WRK FRM HM OPTION - COVID	100-110-6165			\$135.00
Vendor 01520 - TOWNER COMMUNICATIONS LLC Total:					\$202.50
Vendor: 01788 - TRANSYSTEMS CORPORATION					
INV-0003615347	199TH & RIDGEVIEW ROUNDABOUT - JULY 2020	206-000-7150			\$6,736.50
INV-0003619840	199TH & RIDGEVIEW ROUNDABOUT - AUG 2020	206-000-7150			\$2,387.95
Vendor 01788 - TRANSYSTEMS CORPORATION Total:					\$9,124.45
Vendor: 01462 - WASTE MANAGEMENT OF KANSAS, INC.					
0432880-4856-4A	L&K STICKERS	100-1235	DFT0002036	09/16/2020	\$270.00
Vendor 01462 - WASTE MANAGEMENT OF KANSAS, INC. Total:					\$270.00

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
Vendor: 01465 - WATER DISTRICT #7					
INV0002242	WATER UTILITY - 22785 W 220TH - 08/19-9/18//2020	520-670-7620			\$21.20
Vendor 01465 - WATER DISTRICT #7 Total:					\$21.20
Vendor: 00233 - WESTERN DIESEL SERVICES, INC					
SVI090111	GENERATOR SERVICE - NORTH LIFT STATION	520-670-7190			\$250.00
Vendor 00233 - WESTERN DIESEL SERVICES, INC Total:					\$250.00
Vendor: 01505 - WITHHOLDING TAX					
INV0002233	KANSAS WITHHOLDING TAX PAYABLE	100-2100	DFT0002031	09/25/2020	\$3,748.33
INV0002233	KANSAS WITHHOLDING TAX PAYABLE	510-2100	DFT0002031	09/25/2020	\$142.38
INV0002233	KANSAS WITHHOLDING TAX PAYABLE	520-2100	DFT0002031	09/25/2020	\$174.78
Vendor 01505 - WITHHOLDING TAX Total:					\$4,065.49
Grand Total:					\$379,867.02

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: GLENDA GERRITY, CITY CLERK
MEETING DATE: October 8, 2020
DATE: September 29, 2020

Consent Item: Consideration of a Cereal Malt Beverage License Renewal for Queen's Price Chopper.

Issue: The Cereal Malt Beverage License for Price Chopper expires on October 11, 2020. The applicant, Queen-Morris Ventures, LLC is requesting consideration for a CMB license renewal for Queen's Price Chopper #7 at 22350 S. Harrison, Spring Hill, KS.

Background: Administratively, practice has been to issue CMB licenses on an annual basis, however, the Spring Hill Municipal Code states that licenses operate on a calendar year basis. Staff is requesting consideration to continue issuing licenses on an annual basis.

Analysis: The applicant has met all the necessary requirements for issuance of a cereal malt beverage license renewal and is recommended for approval. The application is available for review in the City Clerk's Office.

Alternatives: Approve the CMB License Renewal
Deny the CMB License Renewal
Table the CMB License Renewal

Legal Review: The Police Dept., Community Development Dept. and Fire Dept. have no issues to report.

Funding Review or Budgetary Impact: As established by the Spring Hill Municipal Code, the \$50.00 license fee, for the sale of cereal malt beverages, and a separate \$25.00 stamp fee, for the State of Kansas, have been collected for the license application.

Recommendation: Approve the application for a Cereal Malt Beverage Renewal License from October 12, 2020 to October 11, 2021 to Queen's Price Chopper.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: GLENDA GERRITY, CITY CLERK
MEETING DATE: OCTOBER 8, 2020
DATE: OCTOBER 1, 2020

Consent Item: Consideration of a Cereal Malt Beverage License Renewal for K & M BBQ.

Issue: The Cereal Malt Beverage License for K & M BBQ expired on September 26, 2020. The City Clerk issued a temporary license from 10/01/20 – 10/04/20 and 10/06/20 – 10/08/20. The applicant, Kenneth Kimler, is requesting consideration for a CMB license renewal for K & M BBQ at 603 N. Webster, Spring Hill, KS.

Background: Administratively, practice has been to issue CMB licenses on an annual basis, however, the Spring Hill Municipal Code states that licenses operate on a calendar year basis. Staff is requesting consideration to continue issuing licenses on an annual basis and proposes to amend this section to reflect the current practice at a future meeting.

Analysis: The applicant has met all the necessary requirements for issuance of a cereal malt beverage license renewal. The application is on file in the City Clerk's office.

Alternatives: Approve the CMB License Renewal
Deny the CMB License Renewal
Table the CMB License Renewal

Legal Review: The Police and Community Development Department reviewed the application and have no issues to report related to the license. The Fire Department will process a site visit on October 2, 2020.

Funding Review or Budgetary Impact: The license fee of \$150.00, as established in the Spring Hill Municipal Code for the sale of on-premise cereal malt beverages, and a separate \$25.00 stamp fee for the State of Kansas, have been collected from the applicant for the license.

Recommendation: Approve the application for a Cereal Malt Beverage Renewal License from October 9, 2020 to October 8, 2021 to K & M BBQ, Inc., contingent upon report from Fire Department.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, CITY ADMINISTRATOR
MEETING DATE: OCTOBER 8, 2020
DATE: SEPTEMBER 29, 2020

Agenda Item: Purchase of new Parks Division fleet mower

Issue: Replacement of mower due to engine failure on existing mower.

Background: Parks department currently owns a 2014 Scag 61” Tiger Cat mower. This mower is used to mow city parks and other city owned property daily during the growing season. Recently the mower was diagnosed with a blown motor by Smitty’s Lawn and Garden. The repair cost for a new motor is quoted at more than three thousand dollars. This machine original purchase price of \$9,425, currently with 1,000 hours of use and \$5,018 in maintenance cost since 2014. This mower would have a value of \$4,000 in good working condition and valued at \$800 in present condition.

Analysis: Due to the high cost of maintenance history on the existing mower, staff requested bids to replace rather than repair. Repair of the mower with a new engine is possible but this mower has a history of hydraulic system failures that would not be cured with a new motor. Quotes were received utilizing a State contract for a Wright Stander 72” Zero Turn – Stand On and summarized as follows:

<u>Vendor</u>	<u>Cost</u>
Blue Valley Tractor, Stillwell, KS	\$11,237.00
Lawn and Leisure of Lee’s Summit, MO	\$11,237.00
Reynolds Lawn and Leisure, Shawnee, KS	\$11,422.40
Lumax Power Equipment, Belton, MO	\$11,237.00

The attached bids also contain cost for an optional dual wheel kit that will be evaluated for possible purchase in 2021.

Alternatives: Repair of existing mower

Funding Review or Budgetary Impact: Expenditure would be paid by Parks Divisions budget.

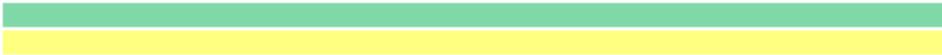
Recommendation: Motion to approve the purchase of Wright Stander WSZK72S61E8E from Blue Valley Tractor.

Attachments: 4 Quotes

AGENDA ITEM REVIEW SHEET

Lawn & Leisure of Lee's Summit, Inc
706 SE Blue Parkway, 50 Highway & 291 N
Lee's Summit, MO 64063
Phone: 816 524-6695
Fax: 816 524-0502
Web: www.lawnandleisure.com
Email: sales@lawnandleisure.com

Lawn & Leisure of Blue Springs
2230 SW State Route 7
Blue Springs, MO 64014
Phone: 816 224-2100
Fax: 816 224-0449
Web: www.lawnandleisure.com
Email: sales@lawnandleisure.com



September 23, 2020

Quote for Wright Stander

City of Springhill

Parks and Recreation

Springhill Kansas

Attention Dillon Jones

Wright Stander WSZK72S61E8E 72" 11237.00

Dual Wheel Kit (note: kit comes with 4 tires and wheels that
Are a different size from singles. Price is for the kit including

Credit for the return of original tires and wheels) 794.00

Lawn and Leisure

706 SE blue Parkway

Lees Summit Missouri 64063

Ernie Vietze

816 590 9424

AGENDA ITEM REVIEW SHEET

Q U O T A T I O N

PAGE: 1

BLUE VALLEY TRACTOR & SUPPLY
PO BOX 219
STILWELL, KS 66085
Phone #: (913)681-8088
Fax #: (913)681-8091

PHONE #: (913)592-3781
CELL #: (913)592-3317 SHOP
ALT. #: (913)378-3581
P.O.#:
TERMS: Net 10th EOM
SALES TYPE: Quote

DATE: 9/23/2020
ORDER #: 114894
CUSTOMER #: 101959
CP: Chris G
LOCATION: 1
STATUS: Active

BILL TO 101959

CITY OF SPRING HILL
ACCOUNTS PAYABLE
401 N. MADISON, PO BOX 424
SPRING HILL, KS 66083

SHIP TO

CITY OF SPRING HILL
PO BOX 424
SPRING HILL, KS 66083-0424

MER	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
WRI	WSZK72S61E8E-49S	WRIGHT STANDER ZK STAND-ON MOWER, 72", 37HP VANG EFI	1	\$13,220.00	\$11,237.00	\$11,237.00
WRI	95410045	ADD-ON DUAL WHEEL SPACER KIT WSZK	1	\$1,060.00	\$1,060.00	\$1,060.00

Price are good for 30 days only or as stated otherwise on quote. All special orders require prepayment. No returns on electrical or special ordered items. Returned items are subject to a 25% restocking fee. Parts & Accessories must be returned within 30 days. Serialized equipment are non-returnable after 7 days. Equipment returned within 7 days will have a \$35.00 per hr. useage charge. Deposits or down payments are non-refundable on special order equipment. All returns must be accompanied by the original receipt.

Used Equipment Sales: All items are sold as is, not expressly warranted or guaranteed unless agreed to by dealer in writing.

AuctionTime Item Sales: All items are available for inspection prior to the auction. Everything is sold as is, not expressly warranted or guaranteed. Seller is not responsible for any expenses incurred after the auction. All sales are final. No refunds or exchanges.

Thank you for your business!

SUBTOTAL: \$12,297.00
TAX: \$0.00
ORDER TOTAL: \$12,297.00

AGENDA ITEM REVIEW SHEET

Reynolds Lawn and Leisure, Inc.

12902 Shawnee Mission Parkway
Shawnee, KS 66216-1851 US

Phone: (913) 268-4288 Fax: (913) 268-1598
Email: xrx6479@swbell.net
Web site: www.reynoldsl.com

Bill To:
CITY OF SPRINGHILL
502 EAST NICHOLS ST
BOX424
SPRINGHILL, KS 66083 US

QUOTE - DO NOT PAY

Quote: 01-818 PO:
Date: 9/24/2020 Custid: SPRINGHILL CT

Cust Email:
Phone:
Salesperson: markr
User: markr

Ship To:
CITY OF SPRINGHILL

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
60909	UN	WSZK72S61E8E S/N: QUOTE WR - WRIGHT STANDER ZK Line Discount: 12.00%	1.0000		\$12,980.00	\$1,557.60	\$11,422.40
95410045	PA	WR - DUAL WHEEL KIT Bin:DISPLAY List Price: \$1,166.00	1.0000		\$1,100.00		\$1,100.00
SET UP	MC	SET UP/ASSEMBLY	1.0000		\$200.00		\$200.00
72460036	PA	WR - WHL ASSY, 24 X 12-12, BLA Bin:CUST List Price: \$439.55	-2.0000		\$150.00		(\$300.00)
Total:							\$12,422.40

Totals

Sub Total: \$12,422.40
Total Tax: \$0.00
Invoice Total: \$12,422.40

AGENDA ITEM REVIEW SHEET

Q U O T A T I O N

PAGE: 1

LUMAX POWER EQUIPMENT INC
17131 BEL RAY PLACE
BELTON, MO 64012
Phone #: (816)331-1843
Fax #: (816)425-5398

PHONE #: (913)592-3317
CELL #:
ALT. #:
P.O.#:
TERMS: Net 30
SALES TYPE: Quote

DATE: 9/24/2020
ORDER #: 113461
CUSTOMER #: 22498
CP: DC
LOCATION: 1
STATUS: Active

BILL TO 22498

CITY OF SPRING HILL
SPRING HILL, KS

SHIP TO

CITY OF SPRING HILL
SPRING HILL, KS

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
****	MISC	WRIGHT STANDER ZK 72 W/ 37HP VANGUARD	1	\$11,237.00	\$11,237.00	\$11,237.00
****	MISC	DUEL REAR WHEELS	1	\$1,000.00	\$1,000.00	\$1,000.00

Prices reflected on this quote are valid for 30 days.
THANK YOU FOR YOUR BUSINESS !!

AS OF JANUARY 1, 2020 LUMAX POWER EQUIPMENT WILL ONLY SERVICE THE FOLLOWING BRANDS: ARIENS, BEAR CAT, CLASSEN, ECHO, GRAVELY, HUSTLER, LITTLE WONDER, REDMAX, SHINDAIWA, STIHL, SNO-WAY, TORO, WRIGHT STANDER, AND Z-SPRAY.

CHECK US OUT ON FACEBOOK...

NO RETURN ON ELECTRICAL COMPONENTS.
NO RETURNS ON PARTS AFTER 30 DAYS, RECEIPT IS REQUIRED.
15% RESTOCKING FEE ON ALL RETURNS.
WE PROVIDE A 30 DAY WARRANTY ON REPAIRS MADE BY LUMAX POWER

SUBTOTAL: \$12,237.00
TAX: \$0.00
ORDER TOTAL: \$12,237.00

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: DANIEL G. MILLER, P.E.
MEETING DATE: October 8, 2020
DATE: October 1, 2020

Consent Item

Issue: Consider approval of Permanent Drainage and Utility Easement dedication for Cummins 2nd Plat subdivision improvements.

Background: The Cummins 2nd Plat improvement plans have a storm sewer that will currently end outside the final plat limits for future expansion. An easement needs to be dedicated to accommodate this storm sewer.

Analysis: The easement legal description has been reviewed by the City Engineer, and the easement form has been reviewed by the City Attorney.

Funding Review or Budgetary Impact: There is no budgetary impact with this issue.

Recommendation: Staff recommends the governing body accept the proposed Permanent Drainage and Utility Easement.

Attachments: Cummins 2nd Plat Permanent Drainage and Utility Easement.

Tract:
Parcel:
Address:

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this 2 day of Sept, 2020, by and between **Store What?, LLC, 650 N. Lincoln Street, Spring Hill, Kansas**, hereinafter called Grantor, and the **CITY OF SPRING HILL, KANSAS**, a Municipal Corporation, in the County of Miami, State of Kansas, hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee desires to obtain a Permanent Utility and Drainage Easement in, on, over, under and through the Grantor's property.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF EASEMENT**

In consideration of One Dollar (\$1.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, its successors, assigns, employees, agents, contractors, subcontractors, suppliers and other authorized users a Permanent Utility and Drainage Easement for:

- (1) ingress and egress for the purposes set forth herein;
- (2) the installation, construction, reconstruction, maintenance, inspection, repair and removal of sidewalks, pedestrian and bicycle paths, sanitary sewers, storm drainage facilities, utilities (including electrical, water, telephone, communication and data transmission, distribution and service lines), traffic signals and any other

purpose incidental to the construction, reconstruction, improvement, maintenance or operation of any aspect of any utility service (including, without limitation, electricity, natural gas, water, sanitary sewer, storm drainage, telephone, cable television, internet access, video, broadband, data transmission or similar service) or the construction, reconstruction, improvement, maintenance, inspection, repair and removal of any facilities or operations related to any aspect of any utility service; and

- (3) the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility, tributary connections and appurtenances thereto in any part of the easement, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility within the area of the easement

on, in, over, under and through the following described land (such land is referred to herein as the premises):

**Permanent Utility and Drainage Easement:
(See Exhibit A)**

**SECTION TWO
ADDITIONAL RIGHTS OF GRANTEE**

- (1) Grantee shall have the right to install additional facilities or improvements or to replace said facilities or improvements in the above-described easement at some future date and under the same conditions as the earlier facilities or improvements were installed, except no additional payment shall be made for the purchase of said right.
- (2) The Grantee and its employees and agents shall at all times have free access to the facilities or improvements, using such reasonable route as Grantor may designate or approve.
- (3) Grantee may assign its rights hereunder, in whole or in part, or may share, cooperate, or otherwise allow other public or private entities to use some or all of the rights granted hereunder, on such terms and conditions as Grantee may determine, without additional compensation to Grantor.

**SECTION THREE
RIGHTS OF GRANTOR**

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee or any other authorized user of the rights granted herein. Grantor shall not construct nor permit to be constructed any house, structure, or

obstruction on or over the premises or interfering with the construction, maintenance, or operation of any utility line, improvement, facility or appurtenance constructed pursuant to this instrument or with any right granted to Grantee or any use by Grantee authorized by this instrument. Grantor may fence the whole or any part of the boundaries of the area within the Permanent Utility and Drainage Easement without approval of the Grantee as long as said fence does not interfere with Grantee's access rights to, across or over the said Permanent Utility and Drainage Easement. Grantor further agrees that he will not change the grade of the area within the said Permanent Utility and Drainage Easement without approval of the Grantee.

SECTION FOUR PROTECTION OF SURFACE

Any utility lines placed underground on the premises shall be constructed at a sufficient depth so that such utility lines will not interfere with the cultivation or drainage of the property.

SECTION FIVE RESTORATION OF SURFACE

After any construction operations have been completed, the party, person or entity performing the operations shall restore the premises to as near as reasonably possible the condition that existed prior to construction and/or to conform to the design criteria of Grantee or other authorized user.

All of said restoration to be done within a reasonable time after construction completion.

SECTION SIX WARRANTY OF TITLE

Grantor covenants and warrants that it is the owner of the premises and has the right, title and capacity to grant the easement herein conveyed.

SECTION SEVEN EFFECT OF AGREEMENT

The easement granted herein shall run with the land. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this agreement the day and year first above written.

EXHIBIT "A"

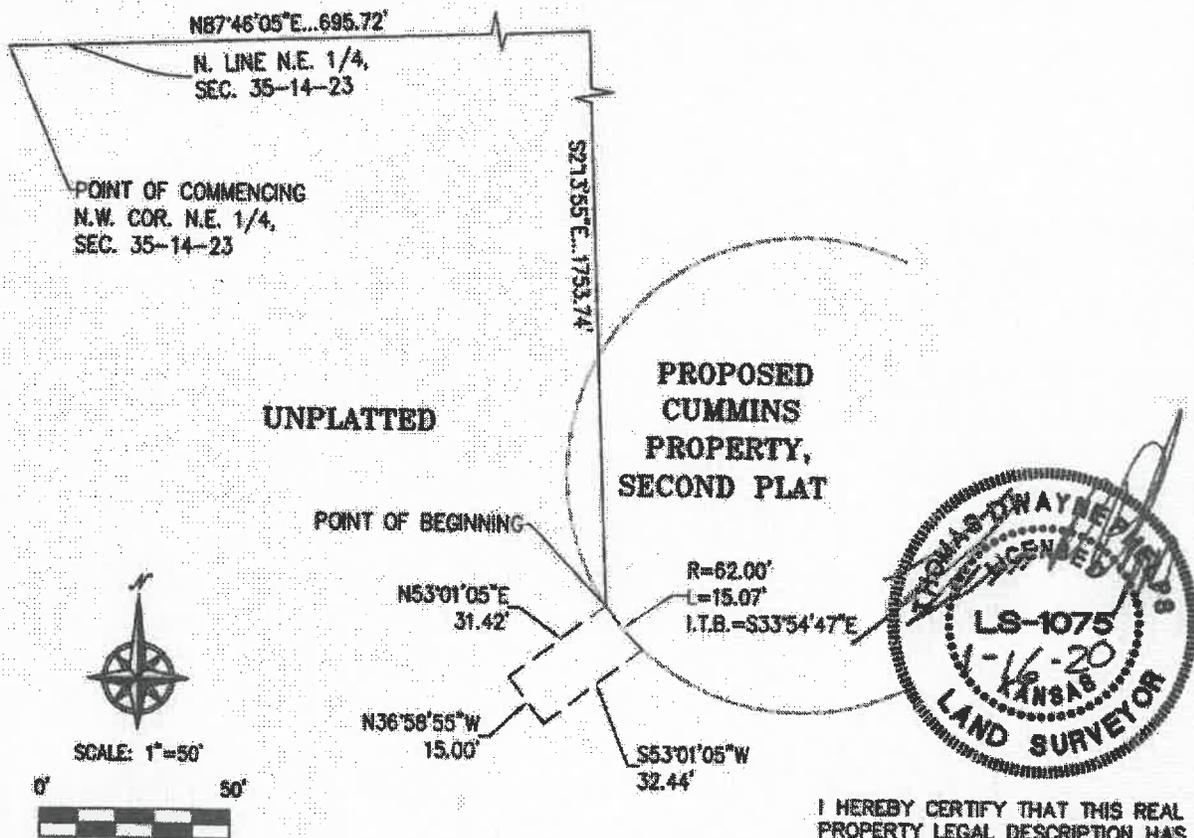
STORM SEWER EASEMENT

PART OF THE N.E. 1/4 SECTION 35, T. 14 S., R 23 E., IN THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS.

DESCRIPTION

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE N 87°46'05" E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 695.72 FEET; THENCE S 21°3'55" E, A DISTANCE OF 1,753.74 FEET, TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF S 33°54'47" E AND A RADIUS OF 62.00 FEET, AN ARC DISTANCE OF 15.07 FEET; THENCE S 53°01'05" W, A DISTANCE OF 32.44 FEET; THENCE N 36°58'55" W, A DISTANCE OF 15.00 FEET; THENCE N 53°01'05" E, A DISTANCE OF 31.42 FEET; TO THE POINT OF BEGINNING, CONTAINING 474 SQUARE FEET, MORE OR LESS, OF UNPLATTED LAND.



I HEREBY CERTIFY THAT THIS REAL PROPERTY LEGAL DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.



PLANNING
ENGINEERING
IMPLEMENTATION

PHELPS ENGINEERING, INC

1270 N. Winchester

Olathe, Kansas 66061

(913) 393-1155

Fax (913) 393-1166

www.phelpsenengineering.com

CERTIFICATE OF AUTHORIZATION KANSAS LAND
SURVEYING - LS-82
ENGINEERING - E-381
CERTIFICATE OF AUTHORIZATION MISSOURI
LAND SURVEYING-2007001128
ENGINEERING-2007005058

PROJECT NO. 190608

DATE: 1-14-20

BY: JMO

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: DAN MILLER, P.E.
MEETING DATE: October 8, 2020
DATE: October 1, 2020

Consent Agenda Item:

Issue: Consider approval of time extension for Dayton Creek Benefit District Phase IV, Sixth Plat, with R. D. Johnson Excavating Co., LLC.

Background: The contract completion dates for this construction contract in the Agreement are currently October 15 for paving, and November 20 for completion of work. The contractor was delayed on the critical path of sanitary sewer and storm sewer construction by the need to blast rock. Additionally, the contractor was delayed by unforeseen utility conflicts with the recently installed Evergy primary service, to the school under construction, by a total of 25 calendar working days (8/25 to 10/1). As a result, the contractor has provided a revised schedule that, weather permitting, allows the completion of paving prior to the proposed completion dates in Change Order 1. The new completion date for paving is proposed to be November 15, with all work to be complete by December 20, 2020.

Analysis: The time extension request is in accordance with terms of the construction contract and has been reviewed by the city attorney.

Funding Review or Budgetary Impact: There is no change in the construction contract amount as a result of this time extension.

Recommendation: Staff recommends the governing body authorize Mayor Ellis and city staff to execute Change Order 1 with R.D. Johnson Excavating Co., LLC.

Attachments: Change Order 1 and R.D. Johnson revised schedule.

Date of Issuance:	Effective Date:	10/8/2020
Owner: City of Spring Hill, Kansas	Owner's Contract No.:	
Contractor: R.D. Johnson Excavating Co. LLC	Contractor's Project No.:	
Engineer: Lamp Rynearson	Engineer's Project No.:	0320005.02
Project: Dayton Creek Benefit District 6 th Plat	Contract Name:	Dayton Creek Benefit District 6 th Plat

The Contract is modified as follows upon execution of this Change Order:

Description: Time Extension and change in milestones as noted on attachment. The contractor was delayed on the critical path of sanitary sewer and storm sewer construction by the need to blast rock. Additionally, the contractor was delayed by unforeseen utility conflicts with the recently installed Evergy primary service to the school under construction by a total of 25 calendar working days (8/25 to 10/1)

Attachments: Exhibit 1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 2,414,788.00</u>	Original Contract Times: Substantial Completion: <u>October 15, 2020</u> Ready for Final Payment: <u>November 20, 2020</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : <u>\$ 0</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: <u>\$ 2,414,788.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 15, 2020</u> Ready for Final Payment: <u>November 20, 2020</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 0</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>November 15, 2020</u> Ready for Final Payment: <u>December 20, 2020</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 2,414,788.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 15, 2020</u> Ready for Final Payment: <u>December 20, 2020</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Dal G. M. A.</u>	By: _____	By: <u>[Signature]</u>	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized	Contractor (Authorized Signature)			
Title: <u>City Engineer</u>	Title: _____	Title: <u>PROJECT MANAGER</u>	Title: _____	Title: _____	Title: _____
Date: <u>9/30/2020</u>	Date: _____	Date: <u>10/1/2020</u>	Date: _____	Date: _____	Date: _____

Exhibit 1

Replace Article 4.01 and 4.02 of the Agreement between Owner and Contractor with the following:

4.02 *Contract Times: Dates*

- A. THE CONTRACTOR AGREES TO COMPLETE ALL ASPHALTIC CONCRETE PAVING ON OR BEFORE TO NOVEMBER 15, 2020. (MILESTONE 1)
- B. THE CONTRACTOR AGREES TO COMPLETE ALL ITEMS OF WORK, INCLUDING PUNCH LIST ITEMS, NO LATER THAN DECEMBER 20, 2020.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Completion of Work: If Contractor shall neglect, refuse, or fail to complete the Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,375 for each day that expires after such time until the Work is completed and ready for final payment.
 - 2. Liquidated damages for failing to timely attain Milestones and Final Completion are additive and will be imposed concurrently.
 - 3. Milestones: Contractor shall pay Owner \$1,375 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, CITY ADMINISTRATOR
MEETING DATE: OCTOBER 8, 2020
DATE: SEPTEMBER 29, 2020

Consent Agenda: Resolution No. 2020-R-___ designating 2020-2021 Emergency Snow Routes.

Issue: Adoption of updated Spring Hill Emergency Snow Routes

Background: The City of Spring Hill Public Works Superintendents and Administrative Staff along with the City Administrator met to assess Spring Hill streets and determine potential changes in the Emergency Snow Route Plan. These discussions were to determine whether revisions are warranted, and if necessary, make a recommendation to the Governing Body.

Analysis: Growth and development in Spring Hill has resulted in additional streets which need to be added or deleted from the previous Emergency Snow Route Map approved in 2019. The attached map identifies the streets that fall under the provisions of the Emergency Snow Route Ordinance found in Section 15-205.130 of the Spring Hill Municipal Code. With the approval of this resolution and updated map, city crews will place appropriate signage on newly added streets and verify signage on all existing snow routes.

Alternatives:

- Motion to Approve Resolution No. 2020-R-___
- Deny such
- Remand staff for additional information.

Legal Review: City Attorney, Frank H. Jenkins, Jr., reviewed the draft resolution.

Funding Review or Budgetary Impact: There is no cost associated with this resolution.

Recommendation: Staff recommends approval of Resolution No. 2020-R-___ and the 2020-2021 Emergency Snow Route Map.

Attachments: Draft Emergency Snow Route Resolution and map

RESOLUTION NO. 2020-R-19

A RESOLUTION OF THE CITY OF SPRING HILL, KANSAS, DESIGNATING EMERGENCY SNOW ROUTES PURSUANT TO SECTION 15.205.130 OF THE SPRING HILL MUNICIPAL CODE; FURTHER RESCINDING RESOLUTION 2019-R-27.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SPRING HILL, KANSAS:

SECTION ONE: Pursuant to Section 15-205.130 of the Spring Hill Municipal Code, the streets or portions of streets within the City designated as snow emergency routes are as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

SECTION TWO: RECISSION: Resolution No. 2019-R-27 is hereby rescinded.

SECTION THREE: Effective Date. This resolution shall be in full force and effect its adoption.

ADOPTED and PASSED this _____ day of _____, 2020.

Steven M. Ellis, Mayor

ATTEST:

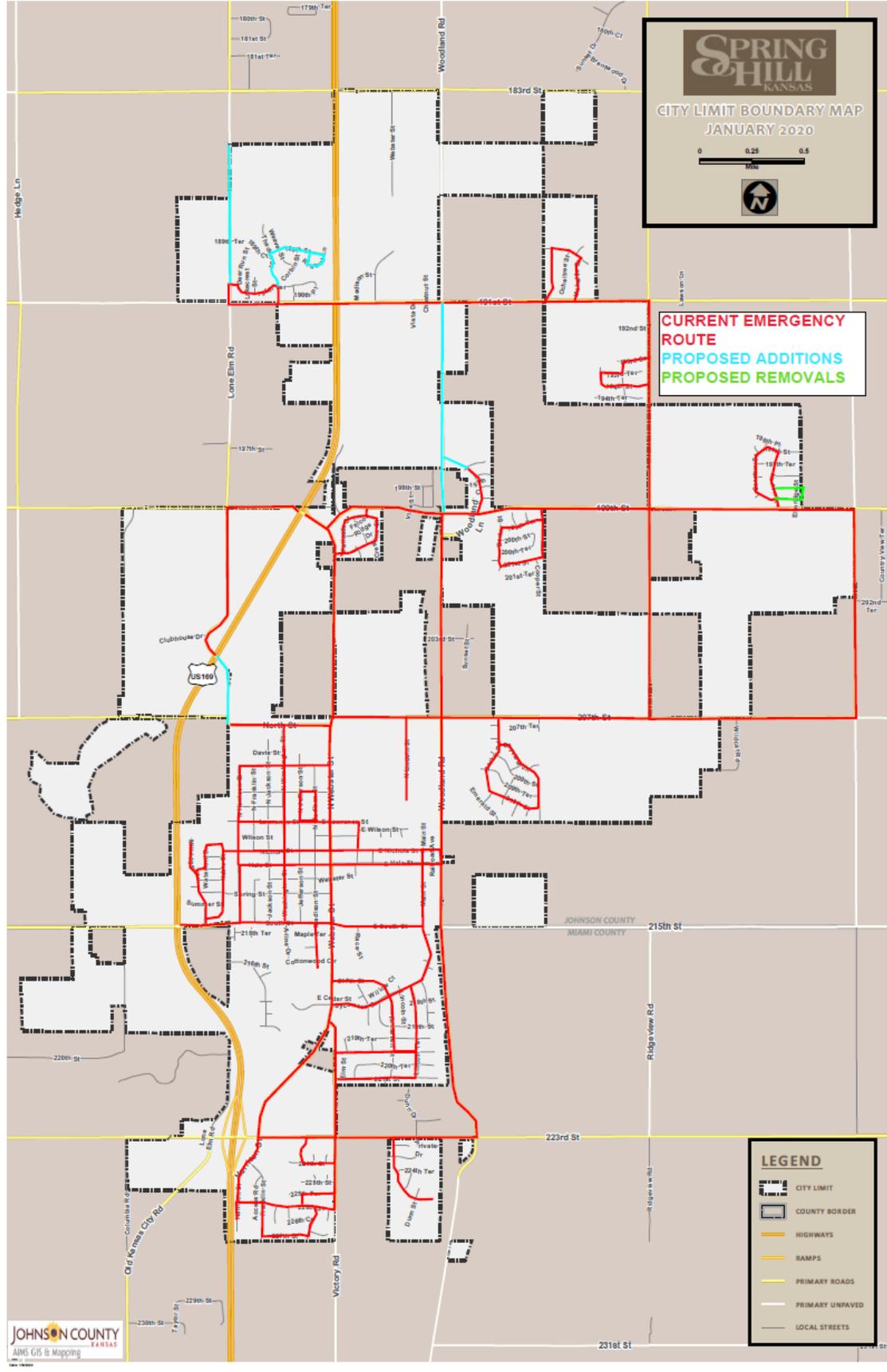
Glenda Gerrity, City Clerk

(SEAL)

APPROVED AS TO FORM:

**Frank H. Jenkins, Jr.,
City Attorney**

EXHIBIT "A"



AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, ASSISTANT CITY ADMINISTRATOR
MEETING DATE: OCTOBER 8, 2020
DATE: OCTOBER 1, 2020

[NOTE: The principal amount of the note issue may change slightly at the time of the sale and the final resolution will be submitted for Council consideration on the day of the note sale/Council meeting.]

Formal Action Item: Resolution authorizing the issuance and delivery of \$3,125,000 principal amount of general obligation temporary notes, Series 2020A, of the City of Spring Hill, KS, for the purpose of temporarily financing the cost of certain internal improvements of the City.

Background/Analysis:

Issuance of general obligation temporary notes, known as Series 2020A, are for the purpose of:

- Constructing improvements related to Dayton Creek Special Benefit District, Phase 4 in the approximate amount of \$2,050,000; and
- Construction of street improvements at the intersection of 199th Street and Ridgeview Road in the amount of \$1,075,000

Funding Review or Budgetary Impact: Temporary notes will fund the expenditures related to the improvements and will be refunded within two years with long term general obligation bonds. The benefit district will be paid 100% by special assessments and the street improvements will be paid from the debt service fund supported by ad valorem taxes.

Legal Review: Resolution was prepared by Kutak Rock, the City's bond counsel and reviewed by the City attorney.

Recommended Motion: Approval of Resolution authorizing the issuance and delivery of \$3,125,000 principal amount of general obligation temporary notes, Series 2020A, of the City of Spring Hill, KS, for the purpose of temporarily financing the cost of certain internal improvements of the City.

Attachments: Resolution (draft)

RESOLUTION NO. 2020-R-__

A RESOLUTION AUTHORIZING THE ISSUANCE AND DELIVERY OF \$[3,125,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020A, OF THE CITY OF SPRING HILL, KANSAS, FOR THE PURPOSE OF TEMPORARILY FINANCING THE COST OF CERTAIN INTERNAL IMPROVEMENTS OF THE CITY.

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.* and K.S.A. 12-685 *et seq.*, all as amended or supplemented, and all other applicable provisions of the laws of the State of Kansas (the “State”), by proceedings and other actions legally taken, the City of Spring Hill, Kansas (the “City”), has authorized the following improvements to be made in the City (the “Improvements”);

- (a) Dayton Creek Phase IV Special Benefit District improvements; and
- (b) Main trafficway and trafficway connection improvements;

WHEREAS, the cost of the Improvements is authorized to be paid in whole or in part by the issuance of general obligation bonds of the City in the manner provided by law; and

WHEREAS, it is necessary for the City to provide interim financing for the Improvements until the construction is completed and general obligation bonds can be issued to permanently finance the cost of the Improvements, and it is desirable and in the interest of the City that such funds be raised by the issuance of temporary notes of the City, the notes to be issued by the City pursuant to K.S.A. 10-123;

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

**ARTICLE I
DEFINITIONS**

Section 101. Definitions of Words and Terms.

“**Act**” means the Constitution and statutes of the State including, but not limited to, K.S.A. 10-123, K.S.A. 12-6a01 *et seq.*, and K.S.A. 12-685 *et seq.*, all as amended or supplemented.

“**Authorized Costs**” means the amount of expenditures for an improvement, including capitalized interest and interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding general obligation bonds and outstanding notes issued to pay for such improvement and Costs of Issuance of the Notes, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Authorized Costs and (b) any Authorized

Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and federal law.

“**Authorized Denominations**” means the denomination of \$5,000 or any integral multiple thereof.

“**Authorized Investments**” means those investments permitted by K.S.A. 10-131, as amended from time to time, or as otherwise permitted under the laws of the State.

“**Beneficial Owner**” means any Person who (a) has the power directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any book-entry note (including persons holding book-entry notes through nominees, depositories or other intermediaries), or (b) is treated as owner of any book-entry note for federal income tax purposes

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

“**Bond Counsel**” means the firm of Kutak Rock LLP, 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 City.

“**Capitalized Interest Deposit**” means the amount set forth on *Exhibit B* to be deposited into the Principal and Interest Account.

“**Cede & Co.**” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“**City**” means the City of Spring Hill, Kansas.

“**City Clerk**” means the appointed and acting City Clerk of the City or, in the City Clerk’s absence, the appointed acting City Clerk of the City.

“**City Treasurer**” means the appointed and acting City Treasurer of the City or, in the City Treasurer’s absence, the appointed acting City Treasurer of the City.

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

“**Costs of Issuance**” means all costs of issuing the Notes, including all publication, preparation, signing and mailing expenses, registration fees, all legal fees and expenses of Bond Counsel and other legal counsel, all fees and expenses of the municipal advisor, all fees of the Attorney General of the State, and any fees in connection with receiving ratings on the Notes.

“**Final Official Statement**” means the final official statement prepared by the City or its representatives in connection with the sale of the Notes and delivered to the Original Purchaser within seven business days after the sale of the Notes in accordance with the SEC Rule. The

Final Official Statement includes the information in the Preliminary Official Statement as supplemented or amended.

“Improvement Fund” means the fund by that name created in Section 401.

“Improvements” means the improvements referred to in the recitals to this Resolution or any Substitute Improvements, as defined in this Resolution.

“Interest Payment Dates” means March 1 and September 1 in each year, commencing September 1, 2021, and ending on the maturity date of the Notes, or such other time as the Notes are paid or provision for the payment is made.

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

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

“Notes” means the General Obligation Temporary Notes, Series 2020A, authorized by this Resolution in the aggregate principal amount of \$[3,125,000], and dated November 4, 2020.

“Original Purchaser” means the original purchaser of the Notes described on *Exhibit B* to this Resolution.

“Outstanding” means all Notes issued, authenticated and delivered under the provisions of this Resolution, except:

- (a) Notes canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;
- (b) Notes for the payment or redemption of which monies or investments have been deposited in accordance with this Resolution; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the registration books of the City as maintained by the Note Registrar.

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

“Paying Agent” means the State Treasurer, Topeka, Kansas, and any successors and assigns

“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 or other public body.

“**Preliminary Official Statement**” means the Preliminary Official Statement which was prepared by the City and its advisors in connection with the sale of the Notes and distributed to potential purchasers of the Notes before the Final Official Statement, as described in the SEC Rule, was made available.

“**Principal and Interest Account**” means the account by that name created in Section 401.

“**Principal Payment Date**” means September 1, 2022, or until such time as the aggregate principal amount of the Notes has been paid or provision is made for payment.

“**Purchase Price**” means the original purchase price of the Notes described on *Exhibit B* to this Resolution.

“**Record Dates**” means the fifteenth day of each month (whether or not a business day) preceding the Interest Payment Dates of each year the Notes are Outstanding.

“**Replacement Notes**” means Notes issued to the Beneficial Owners of the Notes in accordance with Section 204 of this Resolution.

“**Resolution**” means this Resolution authorizing the issuance of the Notes.

“**SEC Rule**” means the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2-12).

“**Securities Depository**” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“**State**” means the State of Kansas.

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

“**Substitute Improvement**” means any improvement or addition in the City which has been authorized by a resolution or ordinance of the City in accordance with Section 504 of this Resolution to be in place of or in addition to the Improvements set forth in the recitals to this Resolution.

ARTICLE II AUTHORIZATION OF THE NOTES

Section 201. Authorization of and Security for the Notes. The Notes are authorized and directed to be issued pursuant to this Resolution for the purpose of providing funds to pay the Authorized Costs of the Improvements.

The Notes shall be general obligations of the City payable as to both principal and interest from general obligation bonds of the City, from current revenues of the City authorized for such purpose, or from special assessments levied upon the property benefited by the

construction of the certain improvements. If not so paid, the principal of and interest on the Notes shall be payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar determines. The Notes will be dated November 4, 2020, bear interest from that date at the interest rate set forth on *Exhibit B* to this Resolution until paid and become due on the Principal Payment Date.

Interest on the Notes at the rate set forth on *Exhibit B* to this Resolution (computed on the basis of a 360-day year of twelve 30-day months) shall be payable on the Interest Payment Dates to the Owners of the Notes whose names appear on the books maintained by the Note Registrar at the close of business on the Record Dates.

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is designated as the Paying Agent and Note Registrar for the Notes. The Mayor and City Clerk of the City are authorized and empowered to execute on behalf of the City an agreement with the Note Registrar and Paying Agent for the Notes. The City reserves the right to appoint a successor Paying Agent or Note Registrar. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of paying agent or note registrar. Every Paying Agent or Note Registrar appointed by the City shall at all times meet the requirements of State law and the City will at all times maintain a Paying Agent and Note Registrar meeting the requirements of State law.

Section 204. Initial Registration with Securities Depository. The Notes shall be registered on note registration books maintained by the Note Registrar to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the City issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, and interest on, the Notes until and unless the City authenticates and delivers Replacement Notes to the Beneficial Owners in the manner described in this Section.

If the City determines (a) that the Securities Depository is unable to properly discharge its responsibilities, (b) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, (c) that the continuation of a book-entry only system to the exclusion of any Notes being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Notes, or if the City receives written notice from Participants having interests in not less than 50% of the Notes, as shown on the records of the Securities Depository, that the continuation of a book-entry only system to the exclusion of Notes being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Notes, or if the Securities Depository determines to discontinue providing book-entry services,

then the City shall notify the Owners of the Notes of such determination or such notice and of the availability of certificates to Owners who request certificates, and the City shall authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository in this Resolution shall relate to the period of time when the Securities Depository has possession of at least one certificate. Upon the issuance of Replacement Notes, all references in this Resolution to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the City, to the extent such provisions are consistent with and applicable to Replacement Notes. If the Securities Depository resigns and the City or Owners are unable to locate a qualified successor of the Securities Depository, then the City shall authenticate and deliver Replacement Notes to the Participants for the benefit of the Owners.

Section 205. Method and Place of Payment of the Notes. The principal of, premium, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of debts due the United States of America.

The principal of and any premium on the Notes shall be paid to the Owner of each Note upon presentation of the Note at the maturity or redemption date to the Paying Agent for cancellation. The interest payable on the Notes on any Interest Payment Date shall be paid by the Paying Agent to the Owner of each Note at the Owner's address as it appears on the registration books of the City maintained by the Note Registrar at the close of business on the Record Date for such interest:

(a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register;

(b) at such other address as is furnished to the Paying Agent in writing by such Owner; or

(c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed. The Paying Agent will keep in its offices a record of payment of principal of, premium, if any, and interest on all Notes.

Section 206. Method of Execution and Authentication of the Notes. The Notes shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed to or imprinted on the Notes. The Notes will be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted

thereon. In the event that any of the previously mentioned officers shall cease to hold such offices before the Notes are issued and delivered, the Notes may be issued and transferred to other Owners as though the officers had not ceased to hold office, and such signatures appearing on the Notes shall be valid and sufficient for all purposes as if they had remained in office until such issuance or transfer.

The Notes shall not be valid obligations under the provisions of this Resolution until authenticated by the Note Registrar or an authorized representative of the Note Registrar by execution of the Certificate of Authentication appearing on each Note. It shall not be necessary that the same representative of the Note Registrar execute the Certificate of Authentication on all of the Notes.

Section 207. Registration, Transfer and Exchange of Notes. As long as the Notes remain Outstanding, the City will instruct the Note Registrar to keep the books for the registration and transfer of the Notes as provided in this Resolution.

Upon presentation of the necessary documents as described below, the Note Registrar shall transfer or exchange any Note(s) for new Note(s) in an Authorized Denomination of the same maturity and for the same aggregate principal amount as the Note(s) which was presented for transfer or exchange.

All Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, executed by the Owner of the Notes or by the Owner's authorized agent. In addition, all Notes presented for transfer or exchange shall be surrendered to the Note Registrar for cancellation.

Prior to delivery of the new Note(s) to the transferee, the Note Registrar shall register the same in the registration books and shall authenticate each Note.

The City shall pay out of the proceeds of the Notes the fees of the Note Registrar for registration and transfer of the Notes and the cost of preparing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners. The City and the Securities Depository shall be paid directly by the Note Owner for any tax or other governmental charge required to be paid with respect to a transfer.

The City and the Note Registrar shall not be required to issue, register, transfer or exchange any Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date, or within 30 days of a date on which Notes are redeemed after notice of such redemption has been given in accordance with Article III of this Resolution.

New Notes delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Notes surrendered, shall be secured by this Resolution and shall be entitled to all of the security and benefits to the same extent as the Notes surrendered.

The City, Note Registrar and Paying Agent may deem and treat the person in whose name any Note is registered as the absolute Owner of the Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of, redemption premium, if any, and interest on the Note and for all other purposes, and all such payment so made to any such Owner or upon the Owner's order shall be valid and effectual to the extent of the sum or sums so paid, and neither the City, Note Registrar nor Paying Agent shall be affected by any notice to the contrary.

Section 208. Surrender and Cancellation of Notes. Whenever any Outstanding Notes are delivered to the Note Registrar for cancellation pursuant to this Resolution, upon payment of the principal amount of and interest on the Note or replacement pursuant to this Resolution, the Note shall be canceled by the Note Registrar and returned to the City Clerk.

Section 209. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Note is mutilated, lost, stolen or destroyed, the City may execute and the Note Registrar may authenticate a new Note of like date, maturity, denomination and interest rate; provided, that in the case of any mutilated Note, the mutilated Note shall first be surrendered to the City or the Note Registrar, and, in the case of any lost, stolen or destroyed Note there will first be furnished to the Note Registrar's and the City's satisfaction evidence of such loss, theft or destruction together with an indemnity. In the event any such Note shall have matured, instead of issuing a duplicate Note, the City and Note Registrar may pay the same without surrender of the Note. The City and Note Registrar may charge to the Owner of such Note their reasonable fees and expenses in connection with replacing any Note or Notes mutilated, stolen, lost or destroyed.

Section 210. Execution and Delivery of the Notes. The Mayor and City Clerk are authorized and directed to prepare and execute the Notes in the manner specified above, and to cause the Notes to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when executed and registered, to deliver the Notes to the Original Purchaser, upon receipt by the City of the Purchase Price.

Section 211. Form of the Notes. The Notes shall be printed in accordance with the format required by the Attorney General of the State and shall contain information substantially in the form set forth on *Exhibit A* to this Resolution 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 to 10-632, inclusive.

ARTICLE III REDEMPTION OF THE NOTES

Section 301. No Optional Redemption. The Notes shall not be subject to optional redemption and payment prior to maturity.

ARTICLE IV ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, the following funds and accounts will be created within the Treasury of the City:

A. Improvement Fund for the City of Spring Hill, Kansas, General Obligation Temporary Notes, Series 2020A; and

B. Principal and Interest Account for the City of Spring Hill, Kansas, General Obligation Temporary Notes, Series 2020A.

Section 402. Administration of Funds and Accounts. The funds and accounts established in this Resolution shall be administered in accordance with the provisions of this Resolution as long as the Notes are Outstanding.

ARTICLE V APPLICATION OF NOTE PROCEEDS

Section 501. Disposition of Note Proceeds. Upon issuance and delivery of the Notes, the proceeds shall be deposited as follows:

A. In the Principal and Interest Account, (i) a sum equal to the accrued interest, if any, (ii) any premium set forth on the attached *Exhibit B* and (iii) the Capitalized Interest Deposit set forth on the attached *Exhibit B*. Moneys in the Principal and Interest Account will be used exclusively for the payment of the principal of, premium, if any, and interest on the Notes, including capitalized interest, and for the payment of Paying Agent fees.

B. The City will deposit the balance of the proceeds of the Notes immediately upon receipt into the Improvement Fund, which will be used solely for the purpose of paying the Authorized Costs of the Improvements. The City covenants that in the construction of the Improvements, it has or will perform all duties and obligations relative to such Improvements as are now or may be imposed by the Act and the provisions of this Resolution.

Section 502. Withdrawals from the Improvement Fund. The City Treasurer shall make withdrawals from the Improvement Fund solely for the purpose of paying the Authorized Costs of the Improvements, including Costs of Issuance.

Section 503. Surplus in the Improvement Fund. All moneys remaining in the Improvement Fund after the completion of the Improvements shall be transferred immediately to the Principal and Interest Account and applied to the payment of principal and interest due on the Notes.

Section 504. Substitution of Improvements. If the City is prevented, hindered or delayed from proceeding with the construction of the Improvements described in Section 101 of this Resolution, the City may elect to substitute or add other improvements pursuant to this Section (the “Substitute Improvements”) provided the following conditions are met: (1) the Substitute Improvements and the issuance of general obligation bonds to pay the cost of the Substitute Improvements has been duly authorized by the Governing Body of the City in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the Substitute Improvements has been duly adopted by the Governing Body of the City; (3) the Attorney General of the State has approved the amendment to the transcript of

proceedings for the Notes to include the Substitute Improvements; and (4) the City has received an opinion of Bond Counsel to the effect that the use of the proceeds of the Notes to pay the Authorized Costs of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law and the Substitute Improvements have been duly authorized pursuant to this Section and the laws of the State.

ARTICLE VI PAYMENT OF THE NOTES

Section 601. Application of Moneys in the Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account will be expended and used by the City for the sole purpose of paying the principal of, premium, if any, and interest on the Notes as and when the same become due, including the payment of capitalized interest, and paying the usual and customary fees and expenses of the Paying Agent.

Section 602. Transfer of Funds to Paying Agent. The City Treasurer is authorized and directed to withdraw from the Principal and Interest Account and forward to the Paying Agent sums sufficient to pay both principal of, premium, if any, and interest on the Notes when they become due, and also to pay the charges made by the Paying Agent for acting in such capacity. Charges over and above the amount of the principal of, premium, if any, and interest on the Notes shall be forwarded to the Paying Agent. If, through the lapse of time, or otherwise, the Owners of Notes are no longer entitled to enforce payment of their obligations, it will be the duty of the Paying Agent to return the funds to the City. 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 Resolution.

Section 603. Surplus in Principal and Interest Account. Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Notes were issued and all other indebtedness of the City shall be transferred and paid into the Bond and Interest Fund of the City.

ARTICLE VII DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution will be deposited in a bank or banks or federal or state chartered savings and loan association(s) and shall be secured in accordance with State law.

Section 702. Investments. Moneys held in the funds and accounts created or established by this Resolution in conjunction with the issuance of the Notes may be invested by the City in Authorized Investments, or in other investments allowed by State law, in the amounts and maturing at the times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose the fund or account was created. All interest on any Authorized Investment held in any fund or account shall accrue to and become a part of the fund or account. In determining the amount

held in any fund or account under the provisions of this Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

ARTICLE VIII DEFAULT AND REMEDIES

Section 801. Remedies. The provisions of this Resolution, including the covenants and agreements herein, shall constitute a contract between the City and the Owners of the Notes. The Owner or Owners of any of the Notes at the time Outstanding have the right for the equal benefit and protection of all Owners of Notes similarly situated:

A. By mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this 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 City, its officers, agents and employees to account as if they were the trustees of an express trust; and

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

Section 802. Limitation on Rights of Owners. The covenants and agreements of the City contained in this Resolution and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of the Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds pledged by this Resolution to the payment of the principal of and interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in this Resolution, or to enforce any right described below, except in the manner provided by this Resolution, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Notes.

Section 803. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each 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 in this Resolution. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or impair any rights or remedies on the Note. No delay or omission of any Note Owner to exercise any right or power accruing upon any default shall impair any right or power or be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the Owners of the Notes by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy is discontinued or abandoned for any reason, or is determined adversely to the

Owner, then, and in every such case, the City and the Owners of the Notes will be restored to their former positions and rights under this Resolution, 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 IX AMENDMENTS

Section 901. Amendments. The City may from time to time, without the consent of or notice to any of the Owners, provide for amendment to the Notes or this Resolution, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Resolution or the Notes or to make any other change not prejudicial to the Owners;
- (b) 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;
- (c) To more precisely identify the Improvements;
- (d) To provide for the issuance of bearer notes and the exchange of fully registered Notes for bearer notes upon the terms and conditions as the City determines provided, however, that no such amendments become effective unless and until the City has received an opinion of Bond Counsel in the form and substance satisfactory to the City, to the effect that the issuance of such bearer notes or the exchange of Notes for such bearer notes will not cause the interest on the Notes to be includable in the gross income of the recipients of the Notes under the provisions of applicable federal law; or
- (e) To conform this Resolution or the Notes to the Code or future applicable federal law concerning tax-exempt obligations.

The following modifications or amendments to the Notes or this Resolution shall require the consent of 100% of the Owners of the Notes:

- (a) The extension of the maturity of the principal of any of the Notes, or the extension of the maturity of any interest on any of the Notes;
- (b) A reduction in the principal amount of any of the Notes or the rate of interest on the Notes; or
- (c) A reduction in the aggregate principal amount of the Notes.

Amendments or modifications of the Notes and this Resolution not listed above may be made at any time by the City with the written consent of the Owners of not less than two-thirds (66.66%) in aggregate principal amount of the Notes at the time Outstanding.

Section 902. Written Evidence of Amendments. Every amendment or modification of a provision of the Notes or of this Resolution to which the written consent of the Owners is given

as above provided shall be expressed in a resolution of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification, if any. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution will always be kept on file in the Office of the City Clerk and made available for inspection by the Owners of any Note or prospective purchaser or Owners of any Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

ARTICLE X CONTINUING DISCLOSURE

Section 1001. Preliminary Official Statement and Final Official Statement. The City ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement. The Preliminary Official Statement is “deemed final” by the City except for the omission of certain terms or provisions to be specified in a competitive bid, ratings, other terms of the Notes depending on such matters, and the identity of the underwriters. The City approves the form and content of any addenda, supplement, or amendment thereto utilized to prepare the Final Official Statement. The use of the Final Official Statement in the reoffering of the Notes by the Original Purchaser is approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to the accuracy and adequacy of the information in the Preliminary Official Statement and the Final Official Statement.

Section 1002. Continuing Disclosure. The City covenants and agrees to provide continuing disclosure as required by the SEC Rule and as set forth in the Continuing Disclosure Letter of Instructions attached to the Preliminary Official Statement and made a part hereof.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 1101. Exception from Rebate Requirements. The City makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

- (a) The City is a governmental unit with general taxing powers;
- (b) None of the Notes is a private activity bond as defined in Section 141 of the Code;
- (c) 95% or more of the net proceeds of the Notes are to be used for local government activities of the City (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the City);
- (d) The aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City and all other entities described in Section 148(f)(4)(D)(ii) of the Code during the calendar year that the Notes are issued, including the Notes, is not reasonably expected to exceed \$5,000,000;

(e) The City (and all other entities described in Section 148(f)(4)(D)(ii) of the Code) will not issue in excess of \$5,000,000 of tax-exempt bonds (including the Notes, but excluding private activity bonds) during the calendar year in which the Notes are issued without first obtaining an opinion of Bond Counsel that the excludability of the interest on the Notes from gross income for federal tax purposes will not be adversely affected; and

(f) The aggregate face amount of the Notes (including all principal amounts allocated to refunding prior bonds or notes) does not exceed \$5,000,000.

Section 1102. Designation of Notes as Qualified Tax-Exempt Obligations. The City designates the Notes as “qualified tax-exempt obligations” as the term is defined in Section 265(b)(3) of the Code. In addition, the City represents that:

A. the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds) which will be issued by the City during the calendar year that the Notes are issued does not exceed \$10,000,000; and

B. the aggregate principal amount of obligations designated by the City as “qualified tax-exempt obligations” during the calendar year that the Notes are issued, including the Notes, does not exceed \$10,000,000.

The Mayor is authorized to take such other action as may be necessary to make effective the designation contained in this section.

Section 1103. Succession of a Securities Depository. In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the City receives written evidence, satisfactory to the City, with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation. The City, upon receipt of a book-entry Note for cancellation shall cause the authorization and delivery of a book-entry Note to the successor Securities Depository in appropriate denominations and form as provided in this Resolution. If the City makes the determinations or receives the notice described in Section 204 of this Resolution, the City shall cause the notices described in Section 204 to be delivered and issue Notes as described in that Section.

Section 1104. Tax Covenants. The City covenants and agrees that it will not take any action or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Notes under Section 103 of the Code. The City covenants and agrees that it will use the proceeds of the Notes as soon as practicable and with all reasonable dispatch for the purpose for which the Notes are issued as set forth above, and that it will not directly or indirectly use or permit the use of any proceeds of the Notes or any other funds of the City, or take or omit to take any action that would cause the Notes to be “arbitrage bonds” within the meaning of Section 148(a) of the Code. To that end, the City will

comply with all requirements of Section 148 of the Code to the extent applicable to the Notes. In the event that at any time the City is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held by the City under this Resolution, the City shall take such action as may be necessary.

Without limiting the generality of the above, the City agrees that there will be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Notes. This covenant shall survive payment in full or defeasance of the Notes. The City specifically covenants to pay or cause to be paid to the United States, at the times and in the amounts determined under this Resolution, the Rebate Amounts as described in the Letter of Instructions.

Section 1105. Severability. In case any one or more of the provisions of this Resolution or of the Notes issued under this Resolution is for any reason found to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or of the Notes relating to this Resolution, but this Resolution and the Notes will be construed and enforced as if the illegal or invalid provision had not been contained in this Resolution. In case any covenant, stipulation, obligation or agreement contained in the Notes or in this Resolution is for any reason found to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 1106. Further Authority. The Mayor, Assistant City Administrator, City Clerk and other officials of the City are further authorized and directed to execute any and all documents and to take actions they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution. They may make and approve alterations, changes or additions in the above-mentioned agreements, statements, instruments and other documents approved, authorized and confirmed by this Resolution, and the execution or taking such action shall be conclusive evidence of the necessity or advisability thereof.

Section 1107. Governing Law. This Resolution and the Notes will be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1108. Effective Date. This Resolution is to take effect and be in full force from and after its adoption by the Governing Body of the City.

[remainder of page left blank intentionally]

ADOPTED by the City Council of the City on October 8, 2020.

Signed by the Mayor on October 8, 2020.

CITY OF SPRING HILL, KANSAS

(Seal)

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

APPROVED AS TO FORM:

By: _____
Frank H. Jenkins, Jr., City Attorney

APPROVED AS TO FORM:

By: _____
Tyler Ellsworth, Bond Counsel

**EXHIBIT A
FORM OF NOTE**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation, (“DTC”), to City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

REGISTERED
NUMBER R-_____

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTIES OF JOHNSON AND MIAMI
CITY OF SPRING HILL
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2020A

Interest	Maturity	Dated	CUSIP:
Rate: _____%	Date: September 1, 2022	Date: November 4, 2020	

REGISTERED OWNER: Cede & Co. Tax Identification No. 132555119-0

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Spring Hill, in the Counties of Johnson and Miami, State of Kansas (the “City”), for value received, acknowledges itself to be indebted and promises to pay to the Registered Owner identified above, or registered assigns (collectively, the “Owner”), as of the Record Dates as provided on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount from this date at the rate of interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), semiannually on March 1 and September 1 of each year, commencing September 1, 2021 (the “Interest Payment Dates”), until the Principal Amount is paid, unless this Note shall have been previously called for redemption and payment as hereinafter set forth.

The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date, upon presentation and surrender of this Note at the office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on

the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date (the “Record Dates”). Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of the Owner shown on the Note Register, (b) at such other address as is furnished to the Paying Agent in writing by the Owner or, (c) in the case of an interest payment to any Owner that is a securities depository, by electronic transfer to such Owner upon written notice given to the Paying Agent by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instruction including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed. The principal, premium, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of debts due the United States of America. The Notes constitute general obligations of the City payable as to both principal and interest from general obligation bonds of the City, from current revenues of the City authorized for such purpose, or from special assessments levied upon the property benefited by the construction of certain improvements. If not so paid, the principal of and interest on the Notes shall be payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

This Note is one of an authorized series of Notes of the City designated “General Obligation Temporary Notes, Series 2020A” in an aggregate principal amount of \$[3,125,000] (the “Notes”) issued for the purposes set forth in the resolution of the City authorizing the Notes (the “Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including, but not limited to K.S.A. 10-123, K.S.A. 12-6a01 *et seq.*, and K.S.A. 12-685 *et seq.*, all as amended or supplemented, and all other applicable provisions of the laws of the State of Kansas.

The Notes are not subject to optional redemption by the City.

The Notes are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The Notes may be exchanged at the office of the Note Registrar for a like aggregate principal amount of Notes of the same maturity of other authorized denominations upon the terms provided in the Resolution.

The City and the Note Registrar may deem and treat the Registered Owner as the absolute owner for purposes of receiving payment of or on account of principal and interest due and for all other purposes and neither the City nor the Note Registrar shall be affected by any notice to the contrary.

This Note is transferable by the Registered Owner in person or by the Registered Owner’s agent duly authorized in writing, at the office of the Note Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution and upon surrender and cancellation of this Note. The City shall pay out of the proceeds of the Notes all costs incurred in connection with the issuance, payment and initial registration of the

Notes and the cost of a reasonable supply of note blanks. Neither the City nor the Note Registrar shall be required to transfer or exchange any Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending on the Interest Payment Date or to transfer or exchange any Notes called for redemption.

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

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration shall have been lawfully executed by the Note Registrar.

IN WITNESS WHEREOF, the City has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its corporate seal to be affixed to or imprinted on, and this Note to be dated the Dated Date shown herein.

(Seal)

CITY OF SPRING HILL, KANSAS

Mayor

ATTEST:

By _____
City Clerk

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

(Seal)

City Clerk

=====

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
) SS.
COUNTIES OF JOHNSON AND MIAMI)

I, the City Clerk of the City of Spring Hill, Kansas, certify that the within Note has been registered in my office according to law as of October 8, 2020.

WITNESS my hand and official seal.

(Seal)

City Clerk

=====

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Registration Date _____

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

By _____

Registration Number _____

=====

CERTIFICATE OF STATE TREASURER

I, JAKE LATURNER, Treasurer of the State of Kansas, do certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in my office, and that this Note was registered in my office according to law on _____.

WITNESS my hand and official seal.

(Seal)

JAKE LATURNER
Treasurer of the State of Kansas

=====

=====

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

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

Dated _____.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Temporary Note in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By _____
Title _____

=====

EXHIBIT B
ADDITIONAL TERMS OF THE NOTES

Definitions. The following terms defined in this Resolution shall have the meanings ascribed below:

“**Capitalized Interest Deposit**” means the amount of \$_____ to be deposited in the Principal and Interest Account.

“**Original Purchaser**” means _____, _____, _____.

“**Purchase Price**” for the Notes means the par value of the Notes plus accrued interest, if any, to the date of delivery[, plus a premium of \$_____][, less a discount of \$_____].

Interest Rate. The Notes shall bear interest at the rate of _____% per annum.

Premium. The amount of premium on the Notes to be deposited in the Principal and Interest Account is \$0.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, ASSISTANT CITY ADMINISTRATOR
MEETING DATE: OCTOBER 8, 2020
DATE: OCTOBER 1, 2020

[NOTE: The principal amount of the bond issue may change slightly at the time of the sale and the final resolution will be submitted for Council consideration on the day of the bond sale/Council meeting.]

Formal Action Item: Resolution prescribing the form and details of and authorizing the delivery of \$6,650,000 principal amount of general obligation refunding bonds, Series 2020B (taxable under federal law), of the City of Spring Hill, KS, previously authorized by an ordinance of the City.

Background/Analysis:

Refunding of the general obligation bonds through early redemption offers the option to achieve interest cost savings. The refunded issue includes:

- (a) General Obligation Refunding and Improvement Bonds, Series 2011A, dated August 1, 2011, in the original principal amount of \$3,985,000 (the “Series 2011A Bonds”);
- (b) General Obligation Improvement Bonds, Series 2012B, dated July 31, 2012, in the original principal amount of \$4,745,000 (the “Series 2012B Bonds”); and
- (c) General Obligation Bonds, Series 2013A, dated October 10, 2013, in the original principal amount of \$1,625,000 (the “Series 2013A Bonds”)

The Resolution also authorizes an Escrow Trust Agreement between the City and the Escrow Trustee. The Escrow Trustee was selected through a bidding process conducted on our behalf by BakerTilly, the City’s financial advisor, and the successful bidder was determined to be BOKF, N.A. of Overland Park, KS. BOKF is a national banking association authorized to accept and execute trusts and will provide payment of the refunded bonds at the appropriate time.

Funding Review or Budgetary Impact: Refunded GO bonds will continue to be paid from existing budgeted sources.

Legal Review: Resolution was prepared by Kutak Rock, the City’s bond counsel and reviewed by the City attorney.

Recommended Motion: Approval of Resolution prescribing the form and details of and authorizing the delivery of \$6,650,000 principal amount of general obligation refunding bonds, Series 2020B (taxable under federal law), of the City of Spring Hill, KS, previously authorized by an ordinance of the City.

Attachments: Resolution (draft)
Escrow Trust Agreement

RESOLUTION NO. 2020-R-__

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF \$[6,650,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF SPRING HILL, KANSAS, PREVIOUSLY AUTHORIZED BY AN ORDINANCE OF THE CITY.

WHEREAS, the City of Spring Hill, Kansas (the “City”), has passed the Ordinance (as herein defined) authorizing the issuance of the Bonds (as herein defined);

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

WHEREAS, in order to provide for the payment of the Refunded Bonds (as herein defined), it is desirable to enter into an Escrow Trust Agreement (as herein defined), by and between the City and the Escrow Trustee (as herein defined);

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

**ARTICLE I
DEFINITIONS**

Section 1.01. Definitions of Words and Terms.

“**Act**” shall mean the Constitution and statutes of the State including, but not limited to, K.S.A. 10-427 *et seq.*, as amended and supplemented.

“**Authorized Costs**” means the amount of expenditures for an improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding general obligation bonds and outstanding notes issued to pay for such improvement and Costs of Issuance of the Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Authorized Costs and (b) any Authorized Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and federal law.

“**Authorized Investments**” means those investments authorized by K.S.A. 10-131, as amended and supplemented, and by other provisions of State law applicable to the City.

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

“**Bond Counsel**” means the firm of Kutak Rock LLP, 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 City.

“**Bond Insurer**” means any issuer of a Municipal Bond Insurance Policy, if such an issuer is described on *Exhibit B* to this Resolution.

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

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

“**Bond Registrar**” means the State Treasurer, Topeka, Kansas, and any successors and assigns.

“**Bonds**” means the City’s General Obligation Refunding Bonds, Series 2020B (Taxable Under Federal Law), in the aggregate principal amount of \$[6,650,000], and dated November 4, 2020.

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

“**Cede & Co.**” shall mean Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“**City**” means the City of Spring Hill, Kansas.

“**City Clerk**” means the appointed and acting City Clerk of the City or, in the City Clerk’s absence, the appointed acting City Clerk of the City.

“**City Treasurer**” means the appointed and acting City Treasurer of the City or, in the City Treasurer’s absence, the appointed acting City Treasurer of the City.

“**Costs of Issuance**” shall mean all costs of issuing the Bonds, including all publication, preparation, signing and mailing expenses, registration fees, all legal fees and expenses of Bond Counsel and other legal counsel, all fees and expenses of the municipal advisor, all fees and expenses of the Escrow Trustee, all fees and expenses of the certified public accountant providing the escrow verification report, all expenses incurred in connection with receiving a rating on the Bonds, and all fees of the Attorney General of the State.

“**Costs of Issuance Account**” means the account by that name created by Section 5.01.

“**Costs of Issuance Deposit**” means the estimated Costs of Issuance of the Bonds as set forth on *Exhibit B*.

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

“Escrow Fund” means the fund by that name established under the Escrow Trust Agreement and referenced in Section 5.01.

“Escrow Trust Agreement” means the Escrow Trust Agreement, dated as of November 4, 2020, between the City and the Escrow Trustee.

“Escrow Trustee” means BOKF, N.A., Overland Park, Kansas, and its successors and assigns.

“Final Official Statement” means the final official statement prepared by the City or its representatives in connection with the sale of the Bonds and delivered to the Original Purchaser within seven Business Days after the sale of the Bonds in accordance with the SEC Rule. The Final Official Statement includes the information in the Preliminary Official Statement as supplemented or amended.

“Interest Payment Dates” means March 1 and September 1 of each year, commencing September 1, 2021.

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

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

“Municipal Bond Insurance Policy” shall mean, if applicable, the municipal bond insurance policy issued by Bond Insurer insuring the payment when due of the principal of and interest on the Bonds as described on *Exhibit B* to this Resolution.

“Ordinance” means the ordinance of the City authorizing the issuance of the Bonds as further described on *Exhibit B* to this Resolution.

“Original Purchaser” means the original purchaser of the Bonds described on *Exhibit B* to this Resolution.

“Outstanding” means as of a particular date of determination, all Bonds authenticated and delivered under the provisions of this Resolution, except:

- (a) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;
- (b) Bonds for the payment or redemption of which moneys or investments have been deposited in accordance with Article XI of this Resolution; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

“**Owner**” when used with respect to any Bond means the Person in whose name such Bond is registered on the registration books of the Bond Registrar.

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

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

“**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 or other public body.

“**Preliminary Official Statement**” means the Preliminary Official Statement which was prepared by the City and its advisors in connection with the sale of the Bonds and distributed to potential purchasers of the Bonds before the Final Official Statement, as described in the SEC Rule, was made available.

“**Principal and Interest Account**” means the account by that name created by Section 5.01.

“**Purchase Price**” means the original purchase price of the Bonds described on *Exhibit B* to this Resolution.

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

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

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

“**Refunded Bonds**” means, collectively, the Series 2011A Bonds maturing in the years 2022 through 2036, the Series 2012B Bonds maturing in the years 2022 through 2032, and the Series 2013A Bonds maturing in the years 2023 through 2033.

“**Replacement Bonds**” shall mean Bonds issued to the beneficial owners of the Bonds in accordance with Section 2.04 of this Resolution.

“**Resolution**” means this Resolution relating to the Bonds.

“**SEC Rule**” means the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. Section 240.15c2-12).

“**Securities Depository**” means, initially, The Depository Trust Company, New York, New York, and its successor and assigns.

“**Series 2011A Bonds**” means the City’s General Obligation Refunding and Improvement Bonds, Series 2011A, dated August 1, 2011.

“**Series 2012B Bonds**” means the City’s General Obligation Improvement Bonds, Series 2012B, dated July 31, 2012.

“**Series 2013A Bonds**” means the City’s General Obligation Bonds, Series 2013A, dated October 10, 2013.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to Section 2.04 for the payment of Defaulted Interest.

“**State**” means the State of Kansas.

“**State Treasurer**” means the elected Treasurer of the State or, in the Treasurer’s absence, the appointed Assistant Treasurer of the State.

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

“**Term Bonds**” means the Term Bonds, if any, described on *Exhibit B* to this Resolution.

“**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 evidence 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 City.

ARTICLE II DETAILS OF THE BONDS

Section 2.01. Authorization of the Bonds. The Bonds have been authorized pursuant to the Ordinance and the Act for the purpose of providing funds, to pay the costs of refunding the Refunded Bonds, including payment of the Costs of Issuance of the Bonds.

Section 2.02. Description of the Bonds. The Bonds shall consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated November 4, 2020,

shall become due on the Stated Maturities, and shall bear interest at the rates per annum set forth on *Exhibit B* to this Resolution.

The Bonds shall bear interest at the rates described on *Exhibit B* to this Resolution (computed on the basis of a 360-day year of 12 30-day months) from that date or from the most recent Interest Payment Date to which interest has been paid or provided for, which interest shall be payable on the Interest Payment Dates.

Section 2.03. Designation of Paying Agent and Bond Registrar. The State Treasurer is designated as the Paying Agent and Bond Registrar for the Bonds. The Mayor and City Clerk of the City are authorized and empowered to execute on behalf of the City an agreement with the Bond Registrar and Paying Agent for the Bonds. The City reserves the right to appoint a successor Paying Agent or Bond Registrar. 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 by the City shall at all times meet the requirements of State law and the City will at all times maintain a Paying Agent and Bond Registrar meeting the requirements of State law.

Section 2.04. Initial Registration with Securities Depository, Method and Place of Payment of the Bonds. The Bonds shall be registered on bond registration books maintained by the Bond Registrar to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the City issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, and interest on, the Bonds until and unless the City authenticates and delivers Replacement Bonds to the beneficial owners in the manner described in this Section.

If the City determines: (a) that the Securities Depository is unable to properly discharge its responsibilities, (b) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, (c) that the continuation of a book-entry only system to the exclusion of any Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the beneficial owners of the Bonds, or if the City receives written notice from Participants having interests in not less than 50% of the Bonds, as shown on the records of the Securities Depository, that the continuation of a book-entry only system to the exclusion of Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the beneficial owners of the Bonds, or if the Securities Depository determines to discontinue providing book-entry services, then the City shall notify the Owners of the Bonds of such determination or such notice and of the availability of certificates to Owners who request certificates, and the City shall authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository in this Resolution shall relate to the period of time when the Securities Depository has possession of at least one certificate. Upon the issuance of Replacement Bonds, all references in this Resolution to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the City, to the extent such provisions are consistent with and

applicable to Replacement Bonds. If the Securities Depository resigns and the City or bond owners are unable to locate a qualified successor of the Securities Depository, then the City shall authenticate and deliver Replacement Bonds to the Participants for the benefit of the bond owners.

The principal of, or Redemption Price, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment, 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 Maturity, 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
- (b) at such other address as is furnished to the Paying Agent in writing by such Owner; or
- (c) in the case of an interest payment to any Owner that is a securities depository, by wire 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 (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed.

Notwithstanding the 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 specified in this paragraph. The City 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 City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a 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, redemption premium, if any, and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 2.05. Method of Execution and Authentication of the Bonds. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed to or imprinted on the Bonds. The Bonds shall be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City 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 the event that any of the previously mentioned officers shall cease to hold such offices before the Bonds are issued and delivered, the Bonds may be issued and transferred to other Owners as though the officers had not ceased to hold office, and such signatures appearing on the Bonds shall be valid and sufficient for all purposes as if they had remained in office until such issuance or transfer.

The Bonds shall not be valid obligations under the provisions of this Resolution until authenticated by the Bond Registrar or an authorized representative of the Bond Registrar by execution of the Certificate of Authentication appearing on each Bond. It shall not be necessary that the same representative of the Bond Registrar execute the Certificate of Authentication on all of the Bonds.

Section 2.06. Registration, Transfer and Exchange of Bonds. The City 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 provided herein. Each Bond when issued shall be registered in the name of the Owner on the Bond Register.

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

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, executed by the Owner or by the Owner's 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 Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of preparation of 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.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on such Interest Payment Date; (b) 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 Section 3.04 and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (c) 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 City 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 Section 2.04.

The City 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, redemption premium, if any, and interest on the 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 City nor the Paying Agent shall be affected by any notice to the contrary.

Section 2.07. 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 Stated Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender 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 canceled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond; and (b) there is delivered to the City and the Paying Agent such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent 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 City, in its discretion, may pay such Bond instead of issuing a new Bond.

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

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

Section 2.09. Delivery of the Bonds. The Mayor and City Clerk are authorized and directed to cause the Bonds to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when executed and registered, to deliver the Bonds to the Original Purchaser upon receipt by the City of the Purchase Price.

ARTICLE III REDEMPTION OF THE BONDS

Section 3.01. Optional Redemption. At the option of the City, Bonds maturing on September 1, 2031, and thereafter may be called for redemption and payment prior to Stated Maturity on September 1, 2030, or thereafter at any time in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine) at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

Section 3.02. Sinking Fund Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as described on *Exhibit B* to this Resolution. The mandatory redemption amount for any Term Bond may be reduced by the principal amount of such Term Bond redeemed prior to its Stated Maturity pursuant to optional redemption as set forth in Section 3.01 of this Resolution. To effect such reduction, the City shall notify the Bond Registrar on or before the 45th day preceding the applicable mandatory redemption date, setting forth the extent of the reduction to be applied with respect to the mandatory sinking fund requirement.

Section 3.03. Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, the Bonds shall be redeemed in such manner as the City shall determine, Bonds of less than a full Stated Maturity to be selected by lot in units of \$5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner or the Owner's authorized agent shall present and surrender such Bond to the Bond Registrar:

- (a) for payment of the Redemption Price (including the redemption premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units of face value called for redemption; and
- (b) for exchange, without charge to the Owner, for a new Bond(s) of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond.

If the Owner of any Bond of a denomination greater than \$5,000 shall fail to present such Bond as described above, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the amount called for redemption (and to that extent only).

Notwithstanding the provisions of the preceding paragraph, in the event of a partial redemption of the Bonds, the Securities Depository may, at its option, in lieu of surrendering such Bond, make an appropriate notation on the Bond certificate indicating the date and amounts of the reduction in the principal amount of such Bond (except in the case of the final Stated Maturity of such Bond, where the Bond certificate shall be presented to the Paying Agent prior to payment).

Section 3.04. Notice of Redemption. In the event the City desires to call the Bonds for redemption prior to their Stated Maturity, unless waived by the Bond Registrar, 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 date fixed for redemption or such lesser time period permitted by the Bond Registrar that enables the Bond Registrar to provide the Owners of the Bonds with the notice described in this Section. Unless waived by any Owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to the Stated Maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay the Bonds on a specified date, the same being described by Stated Maturity, such notice to be mailed by United States first class mail addressed to the Owners of the Bonds and to the Bond Insurer, if any, each of the notices to be mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar shall also give such additional notice as may be required by State law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

All official notices of redemption shall be dated and shall state:

- (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, the respective principal amounts) of the Bonds to be redeemed;
- (d) 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 shall cease to accrue from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price); and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Paying Agent.

The notice of redemption may be conditioned on the issuance by the City of a refunding obligation or the receipt of other funds necessary to redeem the Bonds.

During the time the Bonds are registered in the name of Cede & Co., the notice described in the immediately preceding paragraphs shall be delivered to the Securities Depository. The Securities Depository shall, in turn, notify its Participants. It is expected that the Participants, in turn, will notify or cause to be notified the beneficial owners of the Bonds. Any failure on the part of the Securities Depository, or failure on the part of a nominee of a beneficial owner of a Bond

(having received notice from the City, a Participant or otherwise) to notify the beneficial owner of the Bonds so affected, shall not affect the validity of the redemption of such Bonds.

Prior to or simultaneously with any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date. Upon surrender of such Bonds for redemption in accordance with the notice, such Bonds shall be paid by the Paying Agent at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as 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. All Bonds which have been redeemed shall be canceled and destroyed by the Paying Agent and shall not be reissued.

Section 3.05. Effect of Call for Redemption. Whenever any Bond is called for redemption and payment as provided in this Article, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the Redemption Price specified.

ARTICLE IV FORM OF THE BONDS

Section 4.01. Form of the Bonds. The Bonds shall be printed in accordance with the format required by the Attorney General of the State and shall contain information substantially in the form set forth on *Exhibit A* to this Resolution 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 to 10-632, inclusive, as amended and supplemented.

ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 5.01. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the City the following accounts:

- (a) Principal and Interest Account for the City of Spring Hill, Kansas, General Obligation Refunding Bonds, Series 2020B (Taxable Under Federal Law); and
- (b) Costs of Issuance Account for the City of Spring Hill, Kansas, General Obligation Refunding Bonds, Series 2020B (Taxable Under Federal Law).

Simultaneously with the issuance of the Bonds, there shall also be created with the Escrow Trustee pursuant to the Escrow Trust Agreement, the Escrow Fund for the Bonds.

Section 5.02. Administration of Funds and Accounts. The funds and accounts established herein shall be administered in accordance with the provisions of this Resolution so long as the Bonds are Outstanding.

**ARTICLE VI
APPLICATION OF BOND PROCEEDS**

Section 6.01. Disposition of Bond Proceeds. The proceeds of the Bonds, upon issuance and delivery, shall be deposited as follows:

- (a) In the Principal and Interest Account, a sum equal to the accrued interest, if any, on the Bonds and any premium identified on *Exhibit B*;
- (b) In the Costs of Issuance Account, a sum equal to the Costs of Issuance Deposit identified on *Exhibit B*; and
- (c) With the Escrow Trustee, the Escrow Fund Deposit identified on *Exhibit B* for further deposit into the Escrow Fund in accordance with the Escrow Trust Agreement.

Section 6.02. Application of Moneys in the Escrow Fund, Authorization of Escrow Trust Agreement. Moneys in the Escrow Fund shall be administered in accordance with the provisions of the Escrow Trust Agreement. The Mayor or acting Mayor is further authorized and directed to execute and deliver the Escrow Trust Agreement on behalf of, and as the act and deed of the City, in substantially the form on file in the office of the City Clerk, with such corrections or amendments thereto as the Mayor or acting Mayor may approve, which approval shall be evidenced by his or her execution thereof, and to execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution and the Ordinance. The City Clerk or the acting City Clerk of the City is hereby authorized and directed to attest the execution of the Escrow Trust Agreement and execute or attest such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Resolution and the Ordinance under the City's official seal.

Section 6.03. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after earlier of payment of all Costs of Issuance, but not later than one year after the date of issuance of the Bonds, shall be transferred to the Principal and Interest Account to pay a portion of the first principal due on the Bonds.

**ARTICLE VII
PAYMENT OF THE BONDS**

Section 7.01. Application of Moneys in the Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due and paying the usual and customary fees and expenses of the Paying Agent.

Section 7.02. Transfer of Funds to Paying Agent. The City Treasurer is authorized and directed to withdraw from the Principal and Interest Account and forward to the Paying Agent sums sufficient to pay both principal of, premium, if any, and interest on the Bonds as and when the same become due, and also to pay the charges made by the Paying Agent for acting in such capacity in the payment of principal and interest on the Bonds, and the charges shall be forwarded

to the Paying Agent over and above the amount of the principal of, premium, if any, and interest on the Bonds. If, through the lapse of time, or otherwise, the Owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent to return the funds to the City. 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 Resolution.

Section 7.03. Surplus in Principal and Interest Account. Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the Bond and Interest Fund of the City.

ARTICLE VIII DEPOSITS AND INVESTMENT OF FUNDS

Section 8.01. Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited and secured in accordance with State law.

Section 8.02. Investments. Moneys held in the funds and accounts created or established in conjunction with the issuance of the Bonds (other than the Escrow Fund for the Bonds) may be invested by the City in Authorized Investments, or in other investments allowed by State law, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; 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 or account was created. All interest on any Authorized Investment held in any fund or account shall accrue to and become a part of such fund or account. In determining the amount held in any fund or account under the provisions of this Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

ARTICLE IX DEFAULT AND REMEDIES

Section 9.01. Remedies. The provisions of this Resolution, including the covenants and agreements contained herein, shall constitute a contract between the City and the Owners of the Bonds. 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 City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this 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 City, 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 9.02. Limitation on Rights of Owners. The covenants and agreements of the City contained in this Resolution 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 pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of Stated Maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured shall have any right in any manner whatever by such Owner's or Owners' action to affect, disturb or prejudice the security granted and provided for in this Resolution, or to enforce any right hereunder, except in the manner provided herein, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Bonds.

Section 9.03. Remedies Cumulative. No remedy conferred 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. 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. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Bonds shall 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 X AMENDMENTS

Section 10.01. Amendments. The City may from time to time, without the consent of or notice to any of the Owners, provide for amendment to the Bonds or this Resolution, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Resolution or Bonds or to make any other change not prejudicial to the Owners;
- (b) 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; or
- (c) To more precisely identify the Improvements.

The following modifications or amendments to the Bonds or this Resolution shall require the consent of 100% of the Owners of the Bonds:

- (a) The extension of the Stated Maturity of the principal of any of the Bonds, or the extension of any Interest Payment Date for any of the Bonds;

(b) A reduction in the principal amount of any of the Bonds or the rate of interest on the Bonds; or

(c) A reduction in the aggregate principal amount of the Bonds.

Amendments or modifications of the Bonds and this Resolution not listed above may be made at any time by the City with the written consent of the Owners of not less than 66.66% in aggregate principal amount of the Bonds at the time Outstanding.

Section 10.02. Written Evidence of Amendments. Every amendment or modification of a provision of the Bonds or of this Resolution to which the written consent of the Owners is given as above provided shall be expressed in a resolution of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification, if any. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Owners of any Bond or prospective purchaser or Owners of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

ARTICLE XI DEFEASANCE

Section 11.01. Defeasance. When all or any part of the Bonds or scheduled interest payments shall have been paid and discharged, then the requirements contained herein and the pledge of the City's faith and credit and all other rights granted herein shall cease and determine. Bonds or scheduled interest payments shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or a bank located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of the Bonds, in trust for and irrevocably appropriated, moneys and/or United States Government Obligations, or other investments allowed by State law which, together with the interest to be earned on such United States Government Obligations, will be sufficient for the payment of the principal of the Bonds, the redemption premium thereon, if any there be, and/or interest accrued to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to their Stated Maturity (a) the City has elected to redeem such Bonds, and (b) either notice of such redemption has been given or the City has given irrevocable instructions, or shall have provided an escrow agent to give irrevocable instructions to the Paying Agent to give such notice of redemption in compliance with Article III of this Resolution. Any moneys and United States Government Obligations which at any time shall be deposited with the Paying Agent or such bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are assigned, transferred and set over to the Paying Agent or such bank in trust for the respective Owners of the Bonds, and such moneys shall be and are irrevocably appropriated to the payment and discharge thereof. All moneys and United States Government Obligations deposited with the Paying Agent or such bank

shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XII DISCLOSURE

Section 12.01. Preliminary Official Statement and Final Official Statement. The City ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement. The Preliminary Official Statement is “deemed final” by the City except for the omission of certain information as provided in the SEC Rule. The City approves the form and content of any addenda, supplement, or amendment thereto utilized to prepare the Final Official Statement. The use of the Final Official Statement in the reoffering of the Bonds by the Original Purchaser is approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to the accuracy and adequacy of the information in the Preliminary Official Statement and the Final Official Statement.

Section 12.02. Continuing Disclosure. The City covenants and agrees to provide continuing disclosure as required by the SEC Rule and as set forth in the Continuing Disclosure Letter of Instructions attached to the Preliminary Official Statement and made a part hereof by reference.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Section 13.01. Succession of a Securities Depository. In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the City receives written evidence, satisfactory to the City, with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation. The City, upon receipt of a book-entry Bond for cancellation shall cause the authorization and delivery of a book-entry Bond to the successor Securities Depository in appropriate denominations and form as provided in this Resolution. If the City makes the determinations or receives the notice described in Section 2.04 of this Resolution, the City shall cause the notices described in Section 2.04 to be delivered and issue Bonds as described in that section.

Section 13.02 Severability. In case any one or more of the provisions of this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or of the Bonds appertaining thereto, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 13.03. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of, premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall be a Saturday, a Sunday or a legal holiday or a day on which banking institutions in New York, New York, are authorized by law to close, then payment of principal of, premium, if any, or interest on the Bonds need not be made on such date but may be made on the next succeeding Business Day not a Saturday, a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 13.04. Further Authority. The Mayor, City Clerk and other officials of the City are 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 this Resolution to make alterations, changes or additions in the 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 13.05. Governing Law. This Resolution and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 13.06. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City.

[Remainder of Page Intentionally Left Blank]

ADOPTED by the City Council of the City on October 8, 2020.

Signed by the Mayor on October 8, 2020.

CITY OF SPRING HILL, KANSAS

(Seal)

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

APPROVED AS TO FORM:

By: _____
Frank H. Jenkins, Jr., City Attorney

APPROVED AS TO FORM:

By: _____
Tyler Ellsworth, Bond Counsel

EXHIBIT A
(Form of Bond)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation, (“DTC”), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
NUMBER R-__

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTIES OF JOHNSON AND MIAMI
CITY OF SPRING HILL

GENERAL OBLIGATION REFUNDING BOND
SERIES 2020B
(TAXABLE UNDER FEDERAL LAW)

Interest Rate: _____%	Maturity Date: _____	Dated Date: November 4, 2020	CUSIP: _____
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REGISTERED OWNER: Cede & Co. Tax Identification No. 132555119-0

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Spring Hill, in the Counties of Johnson and Miami, State of Kansas (the “City”), for value received, acknowledges itself to be indebted and promises to pay to the owner identified above or registered assigns (the “Owner”), as of the Record Dates as provided on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount at the rate of interest per annum set forth above (computed on the basis of a 360-day year of 12 30-day months), semiannually on March 1 and September 1 of each year, commencing September 1, 2021 (the “Interest Payment Dates”), until the Principal Amount is paid from the Dated Date hereof or the most recent Interest Payment Date to which interest has been paid. All capitalized terms used and not defined herein shall have the meanings given to such terms in the Resolution (as defined herein).

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date,

upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the record date for such interest, which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding the Interest Payment Date (the “Record Dates”). Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of the Owner shown on the Bond Register, (b) at such other address as is furnished to the Paying Agent in writing by the Owner or (c) in the case of an interest payment to any Owner that is a securities depository by wire transfer to such Owner upon written notice given to the Paying Agent by such Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address (which shall be in the continental United States) to which such Owner wishes to have such wire directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of Bonds of the City designated “General Obligation Refunding Bonds, Series 2020B (Taxable Under Federal Law),” in an aggregate principal amount of \$[6,650,000] (the “Bonds”) issued for the purposes set forth in the Ordinance of the City authorizing the issuance of the Bonds and the Resolution of the City prescribing the form and details of the Bonds (jointly, the “Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including, but not limited to, K.S.A. 10-427 *et seq.*, as amended and supplemented, and all other applicable provisions of the laws of the State of Kansas. The Bonds constitute general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City, the balance being payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

Optional Redemption. At the option of the City, Bonds maturing September 1, 2031, and thereafter, may be called for redemption and payment prior to maturity on September 1, 2030, or thereafter at any time, in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine), at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

[Sinking Fund Redemption. Each of the Bonds maturing on September 1 in the year ____ (the “Term Bonds”) shall also be subject to mandatory redemption and payment pursuant to the redemption schedule in the Resolution, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the Term Bonds in the principal amounts and at the times set forth in the Resolution.]

Whenever the City is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than \$5,000, if less than all of the Bonds then outstanding are to be called for redemption, treat each \$5,000 of face value of each such fully registered Bond as though it were a separate Bond in the denomination of \$5,000.

If any Bonds are called for redemption and payment prior to maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay such Bonds on a specified date, the same being described by maturity, this notice to be mailed by United States first class mail addressed to the Owners of the Bonds, each of these notices to be mailed not less than 30 days prior to the date fixed for redemption. All Bonds so called for redemption and payment as described above shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of such Bonds at the price specified.

The Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. This Bond may be transferred or exchanged, as provided in the Resolution, only on the Bond Register kept for that purpose at the office of the Bond Registrar, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar executed by the Owner or the Owner's authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of the charges prescribed therein. The City, the Paying Agent and the Bond Registrar may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner for the purpose of receiving payment of, or on account of, the principal or redemption price and interest due and for all other purposes, and the City, the Paying Agent and the Bond Registrar shall not be affected by any notice to the contrary. The City shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on such Interest Payment Date; (b) 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 and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (c) 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 City of its intent to pay Defaulted Interest (as defined in the Resolution) and ending at the close of business on the date fixed for the payment of Defaulted Interest.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Refunding Bonds, Series 2020B (Taxable Under Federal Law), of the City of Spring Hill, Kansas, described in the within-mentioned Resolution.

Registration Date _____

OFFICE OF THE STATE TREASURER
TOPEKA, KANSAS,
as Bond Registrar and Paying Agent

By _____

Registration Number _____

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

By _____
Treasurer of the State of Kansas

(Seal)

BOND ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number or
other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By _____
Name _____
Title _____

**EXHIBIT B
ADDITIONAL TERMS OF THE BONDS**

Definitions. The following terms defined in the Resolution shall have the meanings ascribed below:

["**Bond Insurer**"] means _____ or any successor thereto.]

"**Costs of Issuance Deposit**" means \$_____.

"**Escrow Fund Deposit**" means \$_____.

"**Ordinance**" means Ordinance No. 2020-__ of the City authorizing the issuance of the Bonds.

"**Original Purchaser**" means _____, _____, _____, the original purchaser of the Bonds.

"**Purchase Price**" for the Bonds shall be the par value of the Bonds plus accrued interest, if any, to the date of delivery[, plus a premium of \$_____, less a discount of \$_____].

["**Term Bonds**"] shall mean the Bonds maturing in the year ____].

Maturity Schedule. All of the Bonds shall be become due on the Stated Maturities, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity September 1	Principal Amount	Interest Rate	Stated Maturity September 1	Principal Amount	Interest Rate
2022	\$	%	2030	\$	%
2023			2031		
2024			2032		
2025			2033		
2026			2034		
2027			2035		
2028			2036		
2029					

[TERM BONDS

Stated Maturity September 1	Principal Amount	Interest Rate
	\$	%

[Mandatory Redemption. Each of the Term Bonds shall also be subject to mandatory redemption and payment on September 1, 20__, or on any Stated Maturity thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the Term Bonds in each of the following years:

**Principal
Amount**

**Payable
September 1**

\$

*

*Final Maturity]

Premium. The amount of premium on the Bonds, if any, to be deposited in the Principal and Interest Account is \$0.

=====

ESCROW TRUST AGREEMENT

between

THE CITY OF SPRING HILL, KANSAS

and

**BOKF, N.A..
Overland Park, Kansas
as Escrow Trustee**

Entered in Connection with the Issuance of

**[\$6,650,000]
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020B
(TAXABLE UNDER FEDERAL LAW)
DATED NOVEMBER 4, 2020**

=====

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (the “Agreement”), made and entered into as of November 4, 2020, by and between THE CITY OF SPRING HILL, KANSAS, a municipal corporation organized and existing under the laws of the State of Kansas (the “City”), and BOKF, N.A., Overland Park, Kansas, a national banking association authorized to accept and execute trusts of the character set forth under the laws of the State of Kansas, as Escrow Trustee (the “Escrow Trustee”):

RECITALS

WHEREAS, the City has previously issued its General Obligation Refunding and Improvement Bonds, Series 2011A, dated August 1, 2011, in the original principal amount of \$3,985,000 (the “Series 2011A Bonds”) as further described on *Exhibit A* attached hereto;

WHEREAS, the City has previously issued its General Obligation Improvement Bonds, Series 2012B, dated July 31, 2012, in the original principal amount of \$4,745,000 (the “Series 2012B Bonds”) as further described on *Exhibit A* attached hereto;

WHEREAS, the City has previously issued its General Obligation Bonds, Series 2013A, dated October 10, 2013, in the original principal amount of \$1,625,000 (the “Series 2013A Bonds”) as further described on *Exhibit A* attached hereto;

WHEREAS, the City has authorized the refunding and redemption of the Series 2011A Bonds maturing in the years 2022 through 2036, the Series 2012B Bonds maturing in the years 2022 through 2032, and the Series 2013A Bonds maturing in the years 2023 through 2033 (collectively, the “Refunded Bonds”);

WHEREAS, pursuant to Ordinance No. 2020-__ and Resolution No. 2020 R __ adopted on October 8, 2020 (collectively, the “Series 2020B Resolution”), the City has authorized the issuance of \$[6,650,000] principal amount of General Obligation Refunding Bonds, Series 2020B (Taxable Under Federal Law), dated November 4, 2020 (the “Series 2020B Bonds”), for the purposes of, among others, providing funds to pay the costs of issuance of the Series 2020B Bonds and providing funds to refund in advance of their maturities and provide for the payment and redemption of the Refunded Bonds; and

WHEREAS, with the proceeds of the Series 2020B Bonds, the City intends to provide for the payment of the principal of and interest on the Refunded Bonds through the purchase of United States Treasury Obligations described on *Exhibit B* attached hereto;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein, the parties agree as follows:

1. Definitions. The following words and terms used in this Agreement shall have the following meanings:

“Agreement” means this Escrow Trust Agreement.

“Bond Counsel” means Kutak Rock LLP or an attorney or firm of attorneys nationally recognized on the subject of municipal bonds.

“Bond Payment Date” means each date on which principal of or interest on the Refunded Bonds is due up to and including the Redemption Date as set forth on *Exhibit C* attached hereto.

“Escrow Fund” means the “Escrow Fund for the City of Spring Hill, Kansas, General Obligation Refunding Bonds, Series 2020B (Taxable Under Federal Law)” referred to in Section 3 of this Agreement.

“Escrow Trustee” means the Escrow Trustee as previously described in this Agreement, and its successor or successors at the time acting as the Escrow Trustee under this Agreement.

“Escrowed Securities” means the direct non-callable obligations of the United States of America identified on *Exhibit B* attached hereto and any Substitute Escrowed Securities.

“Paying Agent” means the paying agent for the Refunded Bonds as designated in the documents of the City authorizing the Refunded Bonds, and any successor or successors at the time acting as paying agent for the Refunded Bonds. The Paying Agent is currently the Treasurer of the State.

“Redemption Date” or “Redemption Dates” means the redemption date or dates for the Refunded Bonds set forth on *Exhibit C* attached hereto.

“Refunded Bonds” means the Refunded Bonds described in the recitals to this Agreement.

“Refunded Bonds Resolutions” means, collectively, the ordinances and resolutions of the City which authorized the issuance of the Refunded Bonds.

“Series 2011A Bonds” means the Series 2011A Bonds described in the recitals to this Agreement.

“Series 2012B Bonds” means the Series 2012B Bonds described in the recitals to this Agreement.

“Series 2013A Bonds” means the Series 2013A Bonds described in the recitals to this Agreement.

“Series 2020B Bonds” means the Series 2020B Bonds described in the recitals to this Agreement.

“Series 2020B Resolution” means the resolution and ordinance of the City described in the recitals to this Agreement.

“State” means the State of Kansas.

“Substitute Escrowed Securities” means direct non-callable obligations of the United States of America which have been acquired by the Escrow Trustee and substituted for Escrowed Securities in accordance with Section 8 of this Agreement.

2. Receipt of Series 2020B Resolution and Refunded Bonds Resolutions. Receipt of true and correct copies of the Series 2020B Resolution and the Refunded Bonds Resolutions is hereby acknowledged by the Escrow Trustee, and reference to or citation of any provisions of these documents shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if they were fully set forth herein.

3. Creation of Escrow Fund. There is created and established with the Escrow Trustee the following special and irrevocable separate trust fund, separate from all other bank funds, to be held in the custody of the Escrow Trustee and designated the “Escrow Fund for the City of Spring Hill, Kansas, General Obligation Refunding Bonds, Series 2020B (Taxable Under Federal Law)” (the “Escrow Fund”).

4. Deposits and Disbursements for Series 2020B Bonds. Pursuant to the provisions of the Series 2020B Resolution, on or prior to November 4, 2020, the City shall deposit with the Escrow Trustee, and the Escrow Trustee acknowledges receipt of, \$_____ from the proceeds of the Series 2020B Bonds. The Escrow Trustee shall apply such amount as follows:

(a) \$_____ derived from proceeds of the Series 2020B Bonds shall be used to purchase the Escrowed Securities; and

(b) such Escrowed Securities along with \$_____ in beginning cash shall be delivered to and deposited in the Escrow Fund.

5. Verification of Certified Public Accountant. Ritz & Associates PA, has verified the mathematical computations performed by Baker Tilly Municipal Advisors, LLC, the Municipal Advisor to the City, which demonstrate that the cash held in the Escrow Fund, together with the maturing Escrowed Securities and interest to accrue thereon, will be sufficient to pay, without any further investment, all principal of and interest on the Refunded Bonds on the respective principal and interest payment dates through the Redemption Date set forth on *Exhibit C* attached hereto. A copy of such report is attached hereto as *Exhibit D*.

6. Creation of Lien. The escrow created hereunder shall be irrevocable. The owners of the Refunded Bonds are hereby given an express lien on and security interest in the Escrowed Securities and the cash in the Escrow Fund and all earnings thereon until used and applied in accordance with this Agreement; provided, however, that nothing is intended to create a lien on excess funds from the substitution of securities in accordance with Section 8 of this Agreement. The matured principal of and earnings on the Escrowed Securities and any cash in the Escrow Fund are irrevocably pledged and assigned and shall be applied solely for the payment of the principal of and interest on the Refunded Bonds.

7. Application of Cash and Escrowed Securities in the Escrow Fund.

(a) After the initial investments pursuant to Section 4, the Escrow Trustee shall not invest the cash balances on deposit in the Escrow Fund except as specifically provided herein. Upon maturity, the amounts derived from the Escrowed Securities will be held in the Escrow Fund for the Series 2020B Bonds until transferred by the Escrow Trustee to the Paying Agent. The Escrow Trustee shall have no power or duty to invest any moneys held, or to sell, transfer or otherwise dispose of any Escrowed Securities or cash except as set forth herein.

(b) On or prior to each Bond Payment Date, the Escrow Trustee shall withdraw from the Escrow Fund an amount equal to the principal of and interest on the applicable Refunded Bonds to be paid from such Fund which are becoming due and payable on such Bond Payment Date, as set forth on *Exhibits A and C* attached, and shall forward such amount by electronic funds transfer to the office of the Paying Agent, so that immediately available funds will reach the office of the Paying Agent for the applicable series of Refunded Bonds on or before 12 noon, Central Time, at least one working day prior to the Bond Payment Dates, as required by K.S.A. 10-130, as amended. Not less than 20 days prior to each Bond Payment Date for each series of Refunded Bonds, the Escrow Trustee shall send to the Paying Agent for the applicable series of Refunded Bonds the notice required by K.S.A. 10-130, as amended. In order to make the payments required by this Section, the Escrow Trustee is authorized to redeem or otherwise dispose of Escrowed Securities in accordance with the maturity schedules on *Exhibit B*. The liability of the Escrow Trustee to make the payments required by this Section shall be limited to the moneys and Escrowed Securities in the Escrow Fund.

(c) Except as otherwise expressly provided in this Section, the Escrow Trustee shall have no power or duty to invest any moneys held or to sell, transfer or otherwise dispose of any Escrowed Securities.

(d) Upon the payment in full of the principal of and interest on the Refunded Bonds, all remaining moneys and Escrowed Securities in the Escrow Fund, together with any interest thereon, shall be transferred to the City.

8. Substitute Escrowed Securities.

(a) At the written request of the City and upon compliance with the conditions of this Section, the Escrow Trustee shall have the power to sell, transfer, request the redemption of, or otherwise dispose of the Escrowed Securities, and to substitute for the Escrowed Securities solely cash or direct, non-callable obligations to the United States of America (the "Substitute Escrowed Securities"). Investment in money market mutual funds shall not constitute investments in direct obligations of the United States. The Escrow Trustee shall purchase such Substitute Escrowed Securities with the proceeds derived from the sale, transfer, disposition or redemption of the original Escrowed Securities, together with any other funds available for such purpose. The substitution may be effected only if:

- (1) The sale, transfer, disposition or redemption of the original Escrowed Securities, and the purchase of the Substitute Escrowed Securities, occur simultaneously.
- (2) The Escrow Trustee receives a certification, satisfactory in form and substance to the Escrow Trustee, from an independent certified public accountant (acceptable to the Escrow Trustee in its reasonable judgment), to the effect that the principal and interest to be paid on the Escrowed Securities (including the Substitute Escrowed Securities to be acquired and any original Escrowed Securities which remain in the Escrow Fund), together with any other moneys remaining in the Escrow Fund after the substitution, will be sufficient without any further investment and will be received in due time to pay all principal of, redemption premium, if any, and interest on the Refunded Bonds to be paid from the Escrow Fund, as the same become due as shown on *Exhibits A and C*; and
- (3) The Escrow Trustee receives an opinion of Bond Counsel, addressed to the City and the Escrow Trustee, to the effect that, under then existing law, such disposition and substitution will not cause the interest on the Refunded Bonds to become includable in gross income for federal income tax purposes.

If any such substitution results in cash held in the Escrow Fund that is in excess of the cash required for the certification of an independent certified public accountant referred to in this Section (as evidenced by such certification), the Escrow Trustee shall, at the request of the City, withdraw such excess from the Escrow Fund and pay it to the City to be applied as permitted by law; provided that, in the opinion of Bond Counsel, such withdrawal and application will not be contrary to State law and will not cause the interest on the Refunded Bonds to become includable in gross income for federal income tax purposes.

The City hereby authorizes the Escrow Trustee to subscribe for United States Treasury Securities – State and Local Government Series, on behalf of the City, in order to effect a substitution of Escrowed Securities pursuant to this Section.

(b) In the event that any of the Escrowed Securities are not available for delivery on the date of execution and delivery of this Agreement, the Escrow Trustee is directed to accept substitute securities in lieu thereof, subject to the following conditions:

- (1) the substitute securities are direct, non-callable obligations of the United States of America;
- (2) the maturing principal of and interest on such substitute securities is equal to or greater than the maturity value of such unavailable Escrowed Securities;
- (3) payment of such principal of and interest on the substitute securities will be received on or before the maturity date of the unavailable Escrowed Securities;
- (4) the Escrow Trustee receives an opinion of Bond Counsel, addressed to the City and the Escrow Trustee, to the effect that such disposition and substitution are permitted by law and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Refunded Bonds; and

(5) the City must approve such substitution.

If the original Escrowed Securities become available and are tendered to the Escrow Trustee, the Escrow Trustee shall accept such Escrowed Securities, shall return the substitute securities as directed by the dealer which provided them, and shall notify Bond Counsel and the City.

9. Redemption of Refunded Bonds. The Escrow Trustee is directed to take such action as is necessary to call the Refunded Bonds prior to their maturity as specified on *Exhibit C* attached hereto and as required by the Refunded Bonds Resolutions. To effect such redemption, the Escrow Trustee shall send to the Paying Agent, by registered or certified mail at least 45 days but not more than 90 days prior to the Redemption Date specified on *Exhibit C*, the notice of the intent of the City to redeem and pay the Refunded Bonds, such notice to be in substantially the forms attached hereto as *Exhibits E-1, E-2 and E-3*. The Escrow Trustee is further directed to give such additional notice as may be required under the Refunded Bonds Resolution and the regulations of the Securities and Exchange Commission in effect as of the date of such notice.

10. Reports of the Escrow Trustee. As long as any of the Refunded Bonds, together with interest, have not been paid in full, the Escrow Trustee shall provide the City, upon written request by the City, with information regarding the amount of money available in the Escrow Fund to pay the principal of and interest on the Refunded Bonds, a list of the moneys and Escrowed Securities held by it in the Escrow Fund and any other applicable information concerning the Escrow Fund.

11. Liability of Escrow Trustee.

(a) The Escrow Trustee shall not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Agreement in compliance with the provisions hereof. The Escrow Trustee shall have no lien whatsoever on any of the moneys or Escrowed Securities on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Trustee under this Agreement or otherwise.

(b) The Escrow Trustee shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and moneys to pay the Refunded Bonds. So long as the Escrow Trustee applies the Escrowed Securities and moneys as provided herein, the Escrow Trustee shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations. Notwithstanding the foregoing, the Escrow Trustee shall not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Agreement.

(c) In the event of the Escrow Trustee's failure to account for any of the Escrowed Securities or moneys received by it, said Escrowed Securities or moneys shall be and remain the property of the City in trust for the owners of the applicable series of Refunded Bonds, and, if for any reason such Escrowed Securities or moneys are not applied as provided, the assets of the Escrow Trustee shall be impressed with a trust for the amount thereof until the required application shall be made.

12. Fees and Costs of the Escrow Trustee. The aggregate amount of the costs, fees, and expenses of the Escrow Trustee, including expenses of legal counsel to the Escrow Trustee, if any,

in connection with the creation of the escrow described in and created by this Agreement and in carrying out any of the duties, terms or provisions of this Agreement for the Refunded Bonds will be paid by the City concurrently with the closing of the Series 2020B Bonds.

Notwithstanding the preceding paragraph, the Escrow Trustee shall be entitled to reimbursement from the City for reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Agreement. Claims for such reimbursement may be made to the City and in no event shall such reimbursement be made from funds held by the Escrow Trustee pursuant to this Agreement.

In the event of the resignation of the Escrow Trustee prior to the expiration of this Agreement, the Escrow Trustee shall rebate to the City a ratable portion of any fee theretofore paid by the City to the Escrow Trustee for its service under this Agreement.

13. Resignation or Removal of Escrow Trustee; Successor Escrow Trustee. Any corporation or association into which the Escrow Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Trustee and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

The Escrow Trustee and any successor Escrow Trustee may at any time resign from the trusts created herein by giving 30 days' written notice to the City and the owners of the Refunded Bonds whose names and addresses are on file with the registrar for the Refunded Bonds, and such resignation shall take effect upon the earlier of (a) the end of such 30 days or (b) the appointment of a successor Escrow Trustee by the City or by the owners of at least a majority in aggregate principal amount of the Refunded Bonds then outstanding; provided, however, that in no event shall the resignation of an Escrow Trustee or successor Escrow Trustee become effective until such time as a successor Escrow Trustee has been appointed and has accepted such appointment.

The Escrow Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Escrow Trustee and the City signed by the owners of not less than a majority in aggregate principal amount of the Refunded Bonds then outstanding; provided, however, no such removal of the Escrow Trustee shall become effective until a successor Escrow Trustee shall have been appointed and shall have accepted the duties of Escrow Trustee.

In case the Escrow Trustee hereunder shall resign or be removed, or shall otherwise become incapable of acting, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Escrow Trustee may be appointed by the City, by an instrument executed and signed by the Mayor and attested by its City Clerk. Any such Escrow Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing, be qualified to accept such trust, and have combined capital, surplus and undivided profits of not less than \$50,000,000.

Every successor Escrow Trustee appointed shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment, and such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Escrow Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor; and every predecessor Escrow Trustee shall deliver to its successor all securities and moneys held by such predecessor as Escrow Trustee. Should any instrument in writing from the City be required by any successor Escrow Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

14. Amendments to this Agreement. This Agreement is made for the benefit of the City and the owners from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Trustee and the City; provided, however, that the City and the Escrow Trustee may, without the consent of, or notice to, such owners, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Escrow Trustee for the benefit of the owners of any of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Trustee; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Trustee shall be entitled to rely exclusively upon an unqualified opinion of Bond Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Refunded Bonds, or that any instrument executed complies with the conditions and provisions of this Section.

15. Change in Paying Agent. In the event the Treasurer of the State shall cease to be the Paying Agent for the Refunded Bonds prior to redemption of such bonds, the City shall provide notice to the Escrow Trustee pursuant to Section 17 of this Agreement identifying the acting Paying Agent.

16. Termination. This Agreement shall terminate when all transfers required to be made by the Escrow Trustee under the provisions hereof shall have been made.

17. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by the Series 2020B Resolution or this Agreement to be given to or filed with the City or the Escrow Trustee if the same shall be mailed by certified mail addressed:

(a) To the City at:

City of Spring Hill, Kansas
401 North Madison Street
Spring Hill, Kansas 66083
(913) 592-3664
Attention: Assistant City Administrator

(b) To the Escrow Trustee at:

BOKF, N.A.
[insert contact information]

18. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Trustee to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

19. Successors and Assigns. All of the covenants, premises and agreements in this Agreement contained by or on behalf of the City or the Escrow Trustee shall be binding upon and inure to the benefit of their respective successors and assigns whether so expressed or not.

20. Governing Law. This Agreement shall be governed by the applicable law of the State.

21. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their authorized officers or elected officials and their corporate seals to be affixed and attested as of the date first above written.

CITY OF SPRING HILL, KANSAS

(SEAL)

By: _____
Mayor

ATTEST:

City Clerk

BOKF, N.A.
Overland Park, Kansas, as Trustee

(SEAL)

By: _____
[Name:]
[Title:]

ATTEST:

By: _____
[Name:]
[Title:]

EXHIBIT A

REFUNDED BONDS DEBT SERVICE SCHEDULE

See Exhibit [C-1, C-2 and C-3] to CPA Verification Report

EXHIBIT B
ESCROWED SECURITIES

<u>Security Number</u>	<u>Security Type</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>First Interest Payment Date</u>
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EXHIBIT C

REDEMPTION SCHEDULE

<u>Series</u>	<u>Maturities Being Redeemed</u>	<u>Redemption Date</u>	<u>Redemption Price</u>
2011A	2022 through 2036	09/01/2021	Par
2012B	2022 through 2032	09/01/2021	Par
2013A	2023 through 2033	09/01/2021	Par

EXHIBIT D
CPA VERIFICATION REPORT

EXHIBIT E-1

[Notice to be sent by United States registered or certified mail to the Treasurer of the State of Kansas, Topeka, Kansas, **not less than 45 days nor more than 90 days** before the applicable redemption date for each series of bonds, in substantially the following form.]

FORM OF NOTICE TO THE STATE TREASURER OF KANSAS

To: The State Treasurer of Kansas
900 SW Jackson St., Suite 201 N
Topeka, Kansas 66612-1235
Attn: _____

Re: General Obligation Refunding and Improvement Bonds, Series 2011A, dated August 1, 2011, in the original principal amount of \$3,985,000 (the "Bonds")

Dear _____:

Pursuant to an Escrow Trust Agreement between the City of Spring Hill, Kansas (the "City"), and BOKF, N.A., Overland Park, Kansas, as Escrow Trustee, dated as of November 4, 2020, the City has determined to redeem and pay on September 1, 2021 (the "Redemption Date"), the above-referenced Bonds maturing in the years 2022 and thereafter (the "Refunded Bonds").

You are instructed, as the Bond Registrar and Paying Agent for the Bonds, to pay the principal of said Refunded Bonds at par and to pay interest on such principal amount to the date of redemption and to send notice of the redemption to the registered owners of the Refunded Bonds, by first class mail, postage prepaid, at least 30 days prior to the Redemption Date.

BOKF, N.A.,
as Escrow Trustee for
the City of Spring Hill, Kansas

By: _____
Title: _____

EXHIBIT E-2

[Notice to be sent by United States registered or certified mail to the Treasurer of the State of Kansas, Topeka, Kansas, **not less than 45 days nor more than 90 days** before the applicable redemption date for each series of bonds, in substantially the following form.]

FORM OF NOTICE TO THE STATE TREASURER OF KANSAS

To: The State Treasurer of Kansas
900 SW Jackson St., Suite 201 N
Topeka, Kansas 66612-1235
Attn: _____

Re: General Obligation Improvement Bonds, Series 2012B, dated July 31, 2012, in the original principal amount of \$4,745,000 (the "Bonds")

Dear _____:

Pursuant to an Escrow Trust Agreement between the City of Spring Hill, Kansas (the "City"), and BOKF, N.A., Overland Park, Kansas, as Escrow Trustee, dated as of November 4, 2020, the City has determined to redeem and pay on September 1, 2021 (the "Redemption Date"), the above-referenced Bonds maturing in the years 2022 and thereafter (the "Refunded Bonds").

You are instructed, as the Bond Registrar and Paying Agent for the Bonds, to pay the principal of said Refunded Bonds at par and to pay interest on such principal amount to the date of redemption and to send notice of the redemption to the registered owners of the Refunded Bonds, by first class mail, postage prepaid, at least 30 days prior to the Redemption Date.

BOKF, N.A.,
as Escrow Trustee for
the City of Spring Hill, Kansas

By: _____
Title: _____

EXHIBIT E-3

[Notice to be sent by United States registered or certified mail to the Treasurer of the State of Kansas, Topeka, Kansas, **not less than 45 days nor more than 90 days** before the applicable redemption date for each series of bonds, in substantially the following form.]

FORM OF NOTICE TO THE STATE TREASURER OF KANSAS

To: The State Treasurer of Kansas
900 SW Jackson St., Suite 201 N
Topeka, Kansas 66612-1235
Attn: _____

Re: General Obligation Bonds, Series 2013A, dated October 10, 2013, in the original principal amount of \$1,625,000 (the "Bonds")

Dear _____:

Pursuant to an Escrow Trust Agreement between the City of Spring Hill, Kansas (the "City"), and BOKF, N.A., Overland Park, Kansas, as Escrow Trustee, dated as of November 4, 2020, the City has determined to redeem and pay on September 1, 2021 (the "Redemption Date"), the above-referenced Bonds maturing in the years 2023 and thereafter (the "Refunded Bonds").

You are instructed, as the Bond Registrar and Paying Agent for the Bonds, to pay the principal of said Refunded Bonds at par and to pay interest on such principal amount to the date of redemption and to send notice of the redemption to the registered owners of the Refunded Bonds, by first class mail, postage prepaid, at least 30 days prior to the Redemption Date.

BOKF, N.A.,
as Escrow Trustee for
the City of Spring Hill, Kansas

By: _____
Title: _____

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, ASSISTANT CITY ADMINISTRATOR
MEETING DATE: OCTOBER 8, 2020
DATE: OCTOBER 1, 2020

[NOTE: The principal amount of the bond issue may change slightly at the time of the sale and the final ordinance will be submitted for Council consideration on the day of the bond sale/Council meeting.]

Formal Action Item: Ordinance authorizing the issuance and delivery of \$6,650,000 principal amount of general obligation refunding bonds, series 2020B (taxable under federal law), of the City of Spring Hill, KS; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due.

Background/Analysis:

Refunding of the general obligation bonds through early redemption offers the option to achieve interest cost savings. The refunded issue includes:

- (a) General Obligation Refunding and Improvement Bonds, Series 2011A, dated August 1, 2011, in the original principal amount of \$3,985,000 (the “Series 2011A Bonds”);
- (b) General Obligation Improvement Bonds, Series 2012B, dated July 31, 2012, in the original principal amount of \$4,745,000 (the “Series 2012B Bonds”); and
- (c) General Obligation Bonds, Series 2013A, dated October 10, 2013, in the original principal amount of \$1,625,000 (the “Series 2013A Bonds”)

Funding Review or Budgetary Impact: Refunded GO bonds will continue to be paid from existing budgeted sources.

Legal Review: Ordinance was prepared by Kutak Rock, the City’s bond counsel and reviewed by the City’s attorney.

Recommended Motion: Approval of an Ordinance authorizing the issuance and delivery of \$6,650,000 principal amount of general obligation refunding bonds, series 2020B (taxable under federal law), of the City of Spring Hill, KS; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due.

Attachments: Ordinance (draft)

ORDINANCE NO. 2020-__

AN ORDINANCE AUTHORIZING THE ISSUANCE AND DELIVERY OF \$[6,650,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF SPRING HILL, KANSAS; AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE.

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

WHEREAS, the City has previously issued the following bonds:

(a) General Obligation Refunding and Improvement Bonds, Series 2011A, dated August 1, 2011, in the original principal amount of \$3,985,000 (the “Series 2011A Bonds”);

(b) General Obligation Improvement Bonds, Series 2012B, dated July 31, 2012, in the original principal amount of \$4,745,000 (the “Series 2012B Bonds”); and

(c) General Obligation Bonds, Series 2013A, dated October 10, 2013, in the original principal amount of \$1,625,000 (the “Series 2013A Bonds”);

WHEREAS, the Governing Body of the City has determined it is necessary and desirable to issue general obligation bonds to refund the Series 2011A Bonds maturing in the years 2022 through 2036, the Series 2012B Bonds maturing in the years 2022 through 2032, and the Series 2013A Bonds maturing in the years 2023 through 2033 (collectively, the “Refunded Bonds”) to achieve interest cost savings and to provide an orderly plan of finance for the City;

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

WHEREAS, the Governing Body of the City finds and determines that it is necessary for the City to authorize the issuance and delivery of its general obligation bonds in the principal amount of \$[6,650,000] to provide funds to pay the costs of refunding the Refunded Bonds, including the costs of issuance of the Bonds (as herein defined);

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SPRING HILL, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms.

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

“**Bonds**” means the City’s General Obligation Refunding Bonds, Series 2020B (Taxable Under Federal Law), authorized by this Ordinance in the aggregate principal amount of \$[6,650,000], and dated November 4, 2020.

“**City**” means the City of Spring Hill, Kansas.

“**City Clerk**” means the appointed and acting City Clerk or, in the City Clerk’s absence, the appointed acting City Clerk of the City.

“**City Treasurer**” means the appointed and acting City Treasurer or, in the City Treasurer’s absence, the appointed acting City Treasurer of the City.

“**Mayor**” means the elected and acting Mayor of the City or, in the Mayor’s absence, the appointed acting Mayor of the City.

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

“**Refunded Bonds**” means the Refunded Bonds as described in the recitals to this Ordinance.

“**Resolution**” means the Resolution of the City containing the terms and details of the Bonds.

“**Series 2011A Bonds**” means the Series 2011A Bonds as described in the recitals to this Ordinance.

“**Series 2012B Bonds**” means the Series 2012B Bonds as described in the recitals to this Ordinance.

“**Series 2013A Bonds**” means the Series 2013A Bonds as described in the recitals to this Ordinance.

“**State**” means the State of Kansas.

Section 2. Authorization of and Security for the Bonds. There shall be issued and are authorized and directed to be issued the Bonds of the City in the principal amount of \$[6,650,000], for the purpose of providing funds to pay the costs of refunding the Refunded Bonds, including payment of the costs of issuance of the Bonds.

The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 3. 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 form, shall be subject to redemption and payment prior to maturity and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Resolution adopted by the Governing Body of the City.

Section 4. Levy and Collection of Annual Tax. The Governing Body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property located within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, and the proceeds derived from the taxes and/or assessments shall be deposited in the Bond and Interest Fund.

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

Section 5. Further Authority. The Mayor, Assistant City Administrator, City Clerk and other City officials are 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 this Ordinance and to make alterations, changes or additions in the agreements, statements, instruments and other documents 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 thereof.

Section 6. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 7. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

[Remainder of Page Intentionally Left Blank]

PASSED by the Governing Body of the City and approved by the Mayor on October 8, 2020.

CITY OF SPRING HILL, KANSAS

(Seal)

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

APPROVED AS TO FORM:

By: _____
Frank H. Jenkins, Jr., City Attorney

APPROVED AS TO FORM:

By: _____
Tyler Ellsworth, Bond Counsel

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: DAN MILLER, P.E., CITY ENGINEER
MEETING DATE: OCTOBER 8, 2020
DATE: OCTOBER 1, 2020

Agenda Item: A formal action item to authorize the Mayor to sign the NPL relocation Agreement for the 2019 CARS – 199th and Ridgeview Round-a-bout project.

Issue: Atmos facilities currently existing within private easements need to be relocated for construction of the Round-a-bout. An Agreement has been received from NPL, the Atmos contract, and the Mayor is required to sign this Agreement accepting the terms of the relocation effort, including City payment of the costs.

Background: Staff has been working with all utilities that will be impacted by the 199th and Ridgeview Round-a-bout. Atmos is one of those utilities, and they have a cost estimate included in the Agreement. Since there are no changes in the private easements, Atmos agreed to allow the City to contract directly with NPL for this work, saving the City approximately 30% of overhead versus if the agreement was with Atmos, who would then contract with NPL. This work needs to be constructed as soon as possible to allow the project construction to proceed.

Analysis: The City Engineer has reviewed the Agreement and relocation plans and finds them acceptable.

Alternatives: Approval, denial, remand for further study.

Legal Review: The City Attorney has reviewed and approved the Agreement.

Funding Review or Budgetary Impact: The relocation cost to be charged to the City is estimated at \$29,970.32. The cost will be paid from the project account.

Recommendation: Staff recommends that the City Council authorize the Mayor to execute the Agreement and direct the Director of Finance to prepare a check for the above amount so that NPL may schedule the relocation construction work.

Attachments: NPL Agreement and supporting documents



1120 NW US Highway 24
Topeka, KS 66608
Office 785.232.0034
Fax 785.232.4233
www.GoNPL.com

To:

Attn:

Re:

Dear

Below is NPL Construction Company's pricing schedule as it pertains to gas installation in the Kansas City service area.

In response to your RFP concerning the aforementioned project, NPL Construction Company will supply Material, Equipment and labor to install the approximate:

- Install 2- 8" Short Stops
- Cut out and re-locate valve and blow down stacks.
- X-Ray
- Air Test – Tie In

Project Complete----- \$29,970.32 + applicable taxes

If additional pricing due to an alternate scope of work is needed, please contact me at your earliest convenience. Please note this estimate expires in 90 days.

Sincerely,

Neil MacKay
Project Manager
Cell: 785-230-9202
nmackay@gonpl.com



NPL CONSTRUCTION AGREEMENT

DATE:

OWNER:

SCOPE OF WORK:

("Work")

CONTRACT SUM: Owner shall pay (choose any or all options, as appropriate):
fixed price of _____ dollars.
unit prices in accordance with the attached schedule dated _____
time and material rates and prices in accordance with the attached schedule dated _____

INVOICING & PAYMENT: NPL will invoice for work performed on a weekly basis. Payments are due:
in advance
net _____ days from date of invoice
other (explain) _____

If Owner fails to make any payments when due, an administrative fee of 10% of the unpaid amount will be immediately accessed. In addition, interest will be charged on the unpaid amount at an annual rate of 18%. Any attorney fees and costs associated with collecting late payment(s) shall also be paid for by Owner.

ADDITIONAL TERMS:

- NPL will repair or replace, at its sole option and cost, any materials and/or workmanship of the Work if, within one year from Owner's final acceptance of same, any such material or workmanship is confirmed by NPL as not meeting applicable specification(s).
- NPL will comply with all laws and ordinances applicable to the Work or its performance.
- Subject to Owner's final payment, NPL will deliver the Work free and clear of any lien or encumbrance stemming from performance of the Work.
- NPL will maintain insurance policies of the types and amounts indicated below:
 - o Commercial General Liability – \$1 million per occurrence; \$2 million general aggregate
 - o Workers' Compensation – at levels required by the State in which Work is performed
 - o Automobile Liability – covering all vehicles used by NPL in connection with the Work at no less than \$1 million combined single limit.
- NPL will indemnify Owner from and against claims or losses stemming from performance of the Work if, and to the extent that, any such claim or loss is caused by the negligent act or omission of NPL and is for death, bodily injury, or damage to tangible property.
- Owner warrants that he/she has the necessary legal rights to the site upon which NPL has been asked to perform the Work, and that he/she is authorized to enter into this Agreement.

NEITHER NPL NOR OWNER SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY AGAINST WHOM LIABILITY IS SOUGHT HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES OR CLAIMS. NPL's profit on Work actually performed shall not constitute a "consequential" damage.

NPL CONSTRUCTION CO.

OWNER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF SPRING HILL, KANSAS, AND NPL CONSTRUCTION CO.**

THIS ADDENDUM to the attached Agreement is made and entered with an effective date of the ____ day of _____, 2020, by and between the City of Spring Hill, Kansas, a Kansas municipal corporation (“**City**”), and NPL Construction Co., a Nevada corporation registered to do business in Kansas (“**Contractor**”). References to “**Contract**” and “**Agreement**” herein shall mean the attached Agreement to which this Addendum is attached, as modified and supplemented by this Addendum. If there are any conflicts between the Agreement to which is Addendum is attached and this Addendum, the terms and conditions of this Addendum shall prevail.

1. **Waiver.** No waiver of any provision of the Contract shall be effective unless agreed in writing by the party against whom such waiver is sought to be enforced.
2. **Applicable Law; Venue; Attorney Fees.** This Contract is made in Kansas and is to be interpreted and enforced under Kansas law. Any litigation between the parties arising out of or related to this Contract shall be brought only in the District Court of Johnson County, Kansas, and in no other court or location. In any such litigation, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and expenses incurred in the litigation.
3. **Compliance With Kansas Acts Against Discrimination, and Other Discrimination Laws.** To the extent applicable, with respect to all goods, services, and installation provided by Contractor under this Contract, Contractor agrees to comply with the requirements of K.S.A. 44-1030 of the Kansas Acts Against Discrimination, and to cause all subconsultants and subcontractors hired by Contractor to assist in performing the services and installation to comply with those requirements, too. Contractor also agrees to comply with all ADA, Civil Rights Act, and Age Discrimination and Employment Act (ADEA) requirements and obligations, and to cause all subconsultants and subcontractors hired by Contractor to assist in performing the services and installation to comply with those requirements and obligations, too. Contractor agrees to indemnify and hold City harmless from all claims and damages, including but not limited to attorney fees and expenses, arising from any failure by Contractor to comply with all such requirements of this Section with respect to all services and installation under the Contract.
4. **Insurance.** Prior to or contemporaneous with the full execution of the Contract, Contractor shall comply with those insurance requirements that are stated in **EXHIBIT 1** that is attached to this Addendum. Since the standard Certificate of Liability Insurance says that if the certificate holder is an additional insured, the policy must either be endorsed or specifically cover additional insureds named in a certificate, Contractor shall provide City with a copy of the policy that authorizes additional insureds or a copy of all endorsements that make City an additional

insured with respect to the commercial general liability insurance required in attached **EXHIBIT 1.**

5. **Notices.** All notices required or desired to be given hereunder shall be in writing, and all such notices and other documents required or desired to be given hereunder shall be hand-delivered, or sent by registered or certified mail, electronic mail, or by recognized overnight delivery services such as FedEx, as follows:

If to the City: City of Spring Hill, Kansas
 401 North Madison Street
 P.O. Box 424
 Spring Hill, KS 66083
 Attn: Glenda Gerrity, City Clerk
 Email: glenda.gerrity@springhillks.gov

If to Contractor: NPL Construction Co.

Attn: _____
Phone: _____
Fax: _____
Email: _____

Notices shall be deemed duly given upon hand-delivery, or upon mailing, first class or overnight delivery charge pre-paid, or upon emailing, addressed as above indicated.

6. **Application of Kansas Tort Claims Act.** The City is a governmental entity within the meaning of K.S.A. 75-6106 (Kansas Tort Claims Act). The liability for each of the acts or omissions of its officers, employees, agents, City Council members and Mayor shall be determined pursuant to the provisions of that Act. City shall not be deemed to have waived any defense available to it under the provisions of the Act, whether with respect to the Contractor or to third parties.
7. **Relationship of the Parties.** The City and Contractor are separate entities. Nothing in this Contract shall be construed to create or imply an agency, participation or joint venture between the parties hereto, nor shall any City Council member, Mayor, officer, director, member, employee or agent of either party be deemed to be a City Council member, Mayor, officer, director, member, employee or agent of the other party for any purpose.
8. **Binding Effect.** This Contract shall be binding upon, and inure to the benefit of, the parties and their respective heirs, administrators, executors, successors, and permitted assigns.

9. **Warranties.** Contractor warrants to City the merchantability and fitness for a particular purpose of the goods, services, and installation work provided under the Contract for two years, all beginning as of the date on which the goods, services, and installation have been completed, all punch list items have been performed, and City has accepted all such goods, services, and installation. Contractor further assigns to City at such time all warranties issued by the manufacturer of the goods.
10. **City Right Of Termination For Convenience.** The City may terminate this Contract at any time for any reason, or no reason at all. If the City exercises the right of termination under this Section 10, the City shall pay Contractor the reasonable value of all goods, services, and installation work provided by Contractor to the date such notice of termination is delivered by City to Contractor.

“CITY”

City of Spring Hill, Kansas,
A Kansas municipal corporation

By: _____
Steven M. Ellis, Mayor

Dated: _____, 2020

ATTEST:

By: _____
Glenda Gerrity, City Clerk

Dated: _____, 2020

APPROVED AS TO FORM:

By: _____
Frank H. Jenkins, Jr., City Attorney

Dated: _____, 2020

“CONTRACTOR”

NPL Construction Co.
A Nevada corporation

By:  _____
Neil MacKay, Project Manager

Dated: Sept 28, 2020

EXHIBIT 1 TO ADDENDUM

(Insurance Requirements for Contractor)

(Attached)

Insurance Requirements

Contractor shall procure and maintain at its sole cost and expense, throughout the duration of the contract, and for at least two annual policy terms beyond the completion date of this contract, the following minimum insurance coverage shown below. This coverage shall be placed with insurance company(ies) authorized to do business in the State of Kansas, rated "A" or better by A.M. Best, on an occurrence policy form, and name City as additional insured on the Commercial General Liability policy using an endorsement acceptable to City (or, alternatively, providing City a copy of the policy showing that City may be named as an additional insured without the necessity of policy endorsement). Such coverage shall apply as primary insurance with respect to any other insurance afforded to City. Evidence of such insurance coverage in effect, with a copy of the additional insured endorsement (or, alternatively, a copy of the policy showing the City may be named as an additional insured without the necessity of policy endorsement), shall be provided to City's designated representative, along with a formal certificate of insurance executed by a licensed representative of the participating insurer(s). All policies also must contain an endorsement granting at least 30 days prior written notice to City of any cancellation, non-renewal, lapse, or material alteration in coverage. Whether or not any information concerning such material alteration/reduction of coverage as required herein is furnished by the insurer, it shall be furnished by Contractor to the City with reasonable promptness. All policies shall also contain a waiver of subrogation in favor of the City. If Contractor uses subcontractors in the completion of the work, it will require that all such subcontractors maintain insurance protection with all terms comparable to those required of Contractor.

1. Minimum Coverage and Minimum Limits of Liability Required:

a. COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence \$2,000,000 Aggregate

A combined single limit of liability as respects bodily injury, personal injury, advertising injury and property damage is to be provided in the amounts noted above. This coverage, written on ISO occurrence form CG 0001 or equivalent, shall apply to all premises and operations of Contractor and its products and completed operations, and subcontractor(s). Such coverage shall also include contractual liability, broad form property damage, explosion, collapse, and include employees as insureds, and contain a per job/per project aggregate endorsement.

b. AUTOMOBILE LIABILITY

\$1,000,000 Per Accident

A combined single limit of liability as respects bodily injury and property damage is to be provided in the amount noted above. This shall apply to all owned, hired, and/or non-owned automobiles used in the completion of the work set forth in the contract.

c. WORKERS COMPENSATION – STATUTORY & EMPLOYERS LIABILITY

\$100,000 Each Accident

\$500,000 Policy Limit – Disease

\$100,000 Each Employee - Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, member of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage.

Prior to delivery of any goods, services, and installation, Contractor shall furnish the City with an acceptable Certificate of Insurance form, and all required endorsements (or, if applicable, a copy of the policy showing the City may be named as an additional insured without the necessity of policy endorsement). Certificate holder should be:

City of Spring Hill, Kansas
Attn: Glenda Gerrity
401 N. Madison
P.O. Box 424
Spring Hill, KS 66083
glenda.gerrity@springhillks.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS, INC.
P.O. Box 10265
Birmingham, AL 35202

CONTACT NAME: Katie Clark

PHONE (A/C, No, Ext): 800-476-2211

FAX (A/C, No):

E-MAIL ADDRESS: kclark@mcgriff.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :Arch Insurance Company

11150

INSURED
NPL Construction Co. Site Code #1014
19820 N. 7th Ave, Ste. 120
Phoenix, AZ 85027

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:4AEWSQJ6

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZAGLB9237700	04/01/2020	05/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT9262800 ZACAT9263000 (MA)	04/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			ZAWCI9437201	05/01/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 \$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured under General Liability and Automobile Liability as required by written contract. The above General Liability and Automobile Liability Policies are afforded on a Primary and Non-Contributory basis as required by written contract. In the event of cancellation by the insurance company(ies) the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below when required by written contract. Waiver of Subrogation applies in favor of the Certificate Holder with respects to General Liability, Automobile Liability and Workers' Compensation as required by written contract.

CERTIFICATE HOLDER

CITY OF SPRING HILL, KANSAS
GLENDA GERRITY
401 N MADISON STREET; PO BOX 424
SPRING HILL, KS 66083

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PRIOR TO KNOWN LOSS	ALL LOCATIONS, PER WRITTEN AGREEMENT/CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PRIOR TO KNOWN LOSS	ALL LOCATIONS, PER WRITTEN AGREEMENT/CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: CINDY HENSON, CHIEF OF POLICE
MEETING DATE: OCTOBER 8, 2020
DATE: OCTOBER 8, 2020

Formal Action Item: Selection of consulting firm to perform a concept design and consultant services for a new Justice Center in Spring Hill Kansas.

Background: The current configuration of the police department has reached maximum capacity. In order to sustain the department's current organizational and growth, more space is needed. This includes, locker space, booking facilities, evidence storage, parking, and office space. As we continue to add personnel to meet the demands dictated by the growth of the city, the need will become more urgent. Court is held at city hall within the council chambers. The room limits witness testimony, creates safety challenges, and has limited seating for large dockets.

During the CIP review, the governing body approved a referendum in 2021 for the Justice Center. To prepare for the referendum, we need a concept design and a more complete estimate of cost. To do this, a consultant firm is needed. We limited the scope of services and deliverables proposed to be provided to achieve the best value within a \$20,000 budget. On September 23rd, 2020, a request for quote with a deadline for receipt of October 6, 2020.

City staff, which includes, Jim Hendershot, Pat Burton, Dan Miller and myself, will meet on October 6, 2020 to select the best firm based on their responses.

An updated agenda review sheet will be provided prior to the meeting on October 8, 2020.

Alternatives:

1. Approve authorization to use the selected firm to consult and provide a concept design for the justice center.
2. Deny authorization to use the selected firm to consult and provide a concept design for the justice center.
3. Table the issue and direct staff to further review.

Legal Review: N/A

Funding Review or Budgetary Impact: \$20,000 from the Spring Hill general fund.

Recommendation: Staff recommends the approval to use the selected firm to consult and provide a concept design for the justice center.

Attachments:

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MONAKISHA JONES, HUMAN RESOURCES MANAGER
MEETING DATE: OCTOBER 8, 2020
DATE: OCTOBER 1, 2020

Formal Action Item

Issue: Deferral of withholding the employee portion of Social Security taxes for the remainder of the year for all eligible employees or opt-out of the deferral

Background: Taxes under the Federal Insurance Contributions Act (FICA) are composed of the Old-Age, Survivors and Disability Insurance taxes also known as Social Security tax and the Hospital Insurance Tax also known as Medicare Tax. Social Security consists of a 12.4% combined payroll tax with 6.2% paid by the employer and 6.2% paid by the employee. The Medicare tax is a combined tax of 2.9% paid at a rate of 1.45% respectively. President Trump issued an Executive Memorandum on August 8, 2020 to the Secretary of the Treasury to defer the withholding, deposit and payment of the tax imposed by 26 U.S.C. 3101(a) for wages paid during the period September 1, 2020 through December 31, 2020. 26 U.S.C. 3101(a) refers only to the Social Security portion of FICA. On August 28, 2020, the Internal Revenue Service (IRS) issued Notice 2020-65 allowing employers to suspend withholding and paying to the IRS eligible employees' Social Security payroll taxes as part of the COVID-19 relief. This suspension is a tax deferral not a tax forgiveness and thus the deferred taxes must be repaid to the IRS during the first four months of 2021. Implementation of the deferral is not retroactive for payrolls processed prior to implementation. This is for those employees whose wages are less than \$4000 for a bi-weekly pay period.

Analysis: The decision to implement the deferral is not mandatory nor is there a requirement to provide deferral at the employee's request so employers can opt-out without penalties for nonparticipation. Employers that defer collection of employees' Social Security tax would collect additional amounts from employee's paychecks from January 1 through April 30, 2021 to repay the tax obligation. Should the employer not pay the deferred payroll tax to the IRS in full by April 30, 2021, then employer can be liable for penalties and late fees.

While there is no requirement to provide deferral at the employee's request, the City has been open to the thoughts of its employees on the matter. A couple of employees have expressed no desire to participate in the deferral. It is the view of Staff, that participating in the deferral may not be a complete benefit to the employees. With the suspension of the withholdings being a tax deferral and not a tax forgiveness, giving employees a temporary increase to their net pay will mean a decrease to their net pay by as much as double once repayment begins. In addition, Staff believes implementation of the deferral will be an administrative burden as it will take away time to work on other pressing matters in the City. Time will need to be taken to ensure the payroll system is adjusted as well as there is a plan to handle the repayment. It will also increase the City's legal expenditures and could potentially increase the City's tax liabilities.

Due to the administrative challenges coupled with the feedback from employees and concern regarding the potential significant reduction in take-home pay for employees once payback of the deferral starts, it is Management's recommendation that the City opt-out of deferring the withholding of the Social Security taxes.

AGENDA ITEM REVIEW SHEET

Possible Options:

1. Implement the deferral of withholding the employee portion of Social Security Taxes for the remainder of the year for all eligible employees.
2. Opt-Out of the deferral of withholding the employee portion of Social Security Taxes for the remainder of the year for all eligible employees.
3. Table the issue.

Legal Review: Legal will need to be utilized should the deferral of withholding the employee portion of Social Security be implemented. Due to the Kansas Wage Payment Act, there are limits to when an employer can withhold and deduct wages and thus it is advised the City enter into individual agreements with each employee should the deferral take place.

Funding Review or Budgetary Impact: Should the deferral be implemented, the City would incur additional legal fees, exact amount to be determined, to ensure contracts are appropriately drafted for each employee that do not violate the provisions of the Kansas Wage Payment Act. In addition, should an employee terminate employment with the City, the City remains liable for the employee's share of the Social Security taxes. An estimate of the budget impact to repay the deferred taxes could range between \$440.75 to \$1,398.72 per eligible full-time employee depending on the employee's rate of pay and working solely 80 hours per pay period. As of the date of this letter, the City has 43 eligible full-time employees. The 4 part-time employees are eligible as well however, their pay varies but the impact is considerably less than the \$440.75. The total budget impact for the legal fees and the potential 6 pay periods of deferred taxes is yet to be determined.

Recommendation: Staff recommends not participating and to opt-out of the tax deferral for all eligible employees.

Attachments: President Trump's Executive Memorandum
IRS Notice 2020-65

MEMORANDUM FOR THE SECRETARY OF THE TREASURY

SUBJECT: Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster

By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered as follows:

Section 1. Policy. The 2019 novel coronavirus (COVID-19) that originated in the People's Republic of China has caused significant, sudden, and unexpected disruptions to the American economy. On March 13, 2020, I determined that the COVID-19 pandemic is of sufficient severity and magnitude to warrant an emergency declaration under section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207, and that is still the case today. American workers have been particularly hard hit by this ongoing disaster. While the Department of the Treasury has already undertaken historic efforts to alleviate the hardships of our citizens, it is clear that further temporary relief is necessary to support working Americans during these challenging times. To that end, today I am directing the Secretary of the Treasury to use his authority to defer certain payroll tax obligations with respect to the American workers most in need. This modest, targeted action will put money directly in the pockets of American workers and generate additional incentives for work and employment, right when the money is needed most.

Sec. 2. Deferring Certain Payroll Tax Obligations. The Secretary of the Treasury is hereby directed to use his authority pursuant to 26 U.S.C. 7508A to defer the withholding, deposit, and payment of the tax imposed by 26 U.S.C. 3101(a), and so much of the tax imposed by 26 U.S.C. 3201 as is attributable to the rate in effect under 26 U.S.C. 3101(a), on wages or compensation, as applicable, paid during the period of September 1, 2020, through December 31, 2020, subject to the following conditions:

(a) The deferral shall be made available with respect to any employee the amount of whose wages or compensation, as applicable, payable during any bi-weekly pay period generally is less than \$4,000, calculated on a pre-tax basis, or the equivalent amount with respect to other pay periods.

(b) Amounts deferred pursuant to the implementation of this memorandum shall be deferred without any penalties, interest, additional amount, or addition to the tax.

Sec. 3. Authorizing Guidance. The Secretary of the Treasury shall issue guidance to implement this memorandum.

Sec. 4. Tax Forgiveness. The Secretary of the Treasury shall explore avenues, including legislation, to eliminate the obligation to pay the taxes deferred pursuant to the implementation of this memorandum.

Sec. 5. General Provisions. (a) Nothing in this memorandum shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This memorandum shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This memorandum is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

(d) You are authorized and directed to publish this memorandum in the Federal Register.

DONALD J. TRUMP

Part III - Administrative, Procedural, and Miscellaneous

Relief with Respect to Employment Tax Deadlines Applicable to Employers Affected by the Ongoing Coronavirus (COVID-19) Disease 2019 Pandemic

Notice 2020-65

On August 8, 2020, the President of the United States issued a Presidential Memorandum directing the Secretary of the Treasury (Secretary) to use his authority pursuant to section 7508A of the Internal Revenue Code (Code) to defer the withholding, deposit, and payment of certain payroll tax obligations.¹ Accordingly, the Secretary has determined that employers that are required to withhold and pay the employee share of social security tax under section 3102(a) or the railroad retirement tax equivalent under section 3202(a) are affected by the COVID-19 emergency for purposes of the relief described in the Presidential Memorandum and this notice (Affected Taxpayers). For Affected Taxpayers, the due date for the withholding and payment² of the tax imposed by section 3101(a), and so much of the tax imposed by

¹ The Presidential Memorandum is available at <https://www.federalregister.gov/d/2020-17899>.

² The deposit obligation for employee social security tax does not arise until the tax is withheld. Accordingly, by postponing the time for withholding the employee social security tax, the deposit obligation is delayed by operation of the regulations. Thus, this notice does not separately postpone the deposit obligation.

section 3201 as is attributable to the rate in effect under section 3101(a), on Applicable Wages, as defined herein, (collectively Applicable Taxes) is postponed until the period beginning on January 1, 2021, and ending on April 30, 2021.

Applicable Wages

For purposes of this notice, Applicable Wages means wages as defined in section 3121(a) or compensation as defined in section 3231(e)³ paid to an employee on a pay date during the period beginning on September 1, 2020, and ending on December 31, 2020, but only if the amount of such wages or compensation paid for a bi-weekly pay period is less than the threshold amount of \$4,000, or the equivalent threshold amount with respect to other pay periods. The determination of Applicable Wages is made on a pay period-by-pay period basis. If the amount of wages or compensation payable to an employee for a pay period is less than the corresponding pay period threshold amount, then that amount is considered Applicable Wages for the pay period, and the relief provided in this notice applies to those wages or that compensation paid to that employee for that pay period, irrespective of the amount of wages or compensation paid to the employee for other pay periods.

Payment of Deferred Applicable Taxes

An Affected Taxpayer must withhold and pay the total Applicable Taxes that the Affected Taxpayer deferred under this notice ratably from wages and compensation

³ Because Applicable Wages are defined as wages as defined in section 3121(a) and compensation as defined in section 3231(e), any amounts excluded from wages or compensation under these sections are not included when determining Applicable Wages.

paid between January 1, 2021 and April 30, 2021 or interest, penalties, and additions to tax will begin to accrue on May 1, 2021, with respect to any unpaid Applicable Taxes. If necessary, the Affected Taxpayer may make arrangements to otherwise collect the total Applicable Taxes from the employee.

Drafting Information

The principal authors of this notice are attorneys of the Office of Associate Chief Counsel, Employee Plans, Exempt Organizations, and Employment Taxes, with the participation of staff from other offices. For further information regarding the guidance under this notice, please call the Notice 2020-65 Hotline at (202) 317-5436 (not a toll-free number).

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, CITY ADMINISTRATOR
MEETING DATE: OCTOBER 8, 2020
DATE: SEPTEMBER 29, 2020

Formal Agenda: Holiday schedule for meetings of the Governing Body

Issue: The months of November and December present challenges for meetings of the Governing Body due to Thanksgiving and Christmas.

Background: Meetings of the Governing Body are scheduled for the second and fourth Thursday of each month. For the months of November and December 2020, this fourth Thursday corresponds to November 26 (Thanksgiving) and December 24 (Christmas Eve).

Analysis: Limiting meetings of the Governing Body in the months of November and December creates challenges for conducting City business and meeting the needs and expectations of residents, businesses, developers, and end of the year business. In addition, October 2020 has five Thursday in the month which creates the potential of only two meetings in the span of October 22 to January 14, 2021. Understanding that Thanksgiving and Christmas Eve are not available, staff is requesting the following schedule for November and December 2020:

- Thursday, November 12, 2020 Regular meeting of the Governing Body
- Tuesday, November 24, 2020 Potential special meeting, if needed
- Thursday, December 10, 2020 Regular meeting of the Governing Body
- Tuesday, December 22, 2020 Potential special meeting, if needed

Alternatives:

- Approve recommended dates for regular and possible special meetings
- Approve an alternate schedule to include possible special meetings
- Cancel the regular scheduled meetings of November 26 and December 24 with no alternate special meeting dates

Legal Review: N/A

Funding Review or Budgetary Impact: N/A

Recommendation: Staff recommends approval of the following schedule for meetings of the Governing Body in the months of November and December 2020:

- Thursday, November 12, 2020 Regular meeting of the Governing Body
- Tuesday, November 24, 2020 Potential special meeting, if needed
- Thursday, December 10, 2020 Regular meeting of the Governing Body
- Tuesday, December 22, 2020 Potential special meeting, if needed

Attachments: None