

CITY OF TONGANOXIE



February 7, 2022
7:00 Regular Meeting

City Council Chambers, 303 Bury Street, Tonganoxie, KS 66086

There may be an audio recording of the meeting which will be utilized to prepare the meeting minutes and the meeting may be broadcast on the City of Tonganoxie YouTube Channel

Honorable David Frese, Mayor

Council Members

Rocky Himpel

Jacob Dale

Loralee Stevens

Chris Donnelly

Jennifer McCutchen

Open Regular Meeting – 7:00 p.m.

I. Pledge of Allegiance

II. Approval of Minutes – Regular meeting dated January 18, 2022

III. Consent Agenda

- a) Review bill payments

IV. Old Business

V. New Business

- a) Presentation of Bid Results Pending Award for General Obligation Bonds, Series 2022A, Taxable General Obligation Refunding Bonds, Series 2022B, and General Obligation Temporary Notes, Series 2022C
- b) Ordinance No. 1501: Authorizing and providing for the issuance of General Obligation Bonds, Series 2022A, and Taxable General Obligation Refunding Bonds, Series 2022B, of the City of Tonganoxie, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the Principal and Interest on said Bonds as they become due; authorizing certain other Documents and Actions in connection therewith; and making certain Covenants with respect thereto
- c) Resolution 02-22-01: Prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Bonds, Series 2022A, and Taxable General Obligation Refunding Bonds, Series 2022B, of the City of Tonganoxie, Kansas, previously authorized by Ordinance No. 1501 of the issuer; making certain Covenants and Agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith
- d) Resolution 02-22-02: Authorizing and directing the Issuance, Sale and Delivery of General Obligation Temporary Notes, Series 2022C, of the City of Tonganoxie, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the Principal and Interest on said Notes as they become due; making certain Covenants and Agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith
- e) Resolution 02-22-03: Approving and Authorizing Grant of Utility Easement to Kansas Gas Service
- f) Resolution 02-22-04: Award of Bid and Approval of Contract with SlideRite, Inc. for the 2022 Water Park Slides and Elevated Resurfacing Project
- g) Consider Approval of Request to Donate Tonganoxie Water Park Family Season Pass to Genesis Christian Preschool
- h) Consider Approval of Quote from GBA to Complete Detention Basin and a Stormwater Management Study Update
- i) Consider Approval of Quotes to Complete Water Plant Filter Media Replacement Project

- j) Discussion of Criteria for Evaluation of Community Funding Requests
- k) City Manager Agenda
- l) City Attorney Agenda
- m) Mayor Pro Tem Agenda
- n) City Council Agenda
- o) Mayor Agenda
 - 1. Consider Appointment Procedure for Two Positions on the Tonganoxie Planning Commission with Expiring Terms
 - 2. Executive Session for discussion pursuant to attorney-client consultation
 - 3. Executive Session for discussion pursuant to personnel matters of nonelected personnel

VI. Adjourn

Council Meeting Minutes
January 18, 2022
7:00 PM Meeting

I. Pledge of Allegiance

- Mayor Frese opened the meeting at 7:00 p.m.
- Mayor Frese led the pledge of allegiance.
- Mayor Frese, Mr. Himpel, Mr. Dale, Ms. Stevens, and Mr. Donnelly were present. Ms. McCutchen was present via phone.
- City Manager George Brajkovic, Assistant City Manager Dan Porter, City Attorney Anna Krstulic, Police Chief Greg Lawson and Municipal Court Clerk Lindsay Huntington were present.

II. Approval of Minutes – Regular meeting dated January 3, 2022

- **Mr. Dale made a motion to approve minutes from the regular meeting dated January 3, 2022.**
- **Mr. Donnelly seconded the motion.**
- **Mr. Himpel abstained from the vote due to his absence at the January 3, 2022 meeting.**
- **Vote of all ayes, motion carried.**

III. Consent Agenda

- a) Review bill payments
 - **Mr. Himpel made a motion to approve the consent agenda.**
 - **Mr. Donnelly seconded the motion.**
 - **Vote of all ayes, motion carried.**

IV. Old Business

- a) Swearing in of Councilmember-Elect Chris Donnelly
 - **Ms. Huntington administered the oath of office to Councilmember Chris Donnelly after his re-election to the position of Council Member in 2021.**

V. New Business

- a) Resolution 01-22-02: A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2022A, TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022B, AND GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2022C, OF THE CITY OF TONGANOXIE, KANSAS
 - Mr. Brajkovic introduced Ben Hart from Baker Tilly to give an analysis of the proposed bond issuance.
 - Mr. Hart reviewed the options to bundle bond issues for the Series 2022C as well as long term bonds. Mr. Hart pointed out the rates for bonds are lower than they have been for a while and said the City will undergo a bond rating, the sale will take place on February 7th, and the results will be reported to the council before the sale.
 - Specific to the discussion regarding the Temporary Notes associated with the Water Tower project, Council members Donnelly, Dale and Stevens, Ben Hart and City staff identified the risk associated with using short term temporary notes versus the potential for interest rates to rise prior to issuing long term debt; ensuing discussion was on how to best mitigate the risk.
 - **Mr. Donnelly made a motion to approve Resolution 01-22-02: Authorizing the offering for sale of general obligation bonds, series 2022A, taxable general obligation refunding bonds, series 2022B, and general obligation temporary notes, series 2022C, of the City of Tonganoxie, Kansas.**
 - **Mr. Himpel added the authorization of the Mayor and Assistant City Manager to execute and deliver the certificate deeming the primary official statement final to the purchase on behalf of the issue.**
 - **Ms. Stevens seconded the motion.**
 - **Roll Call Vote of all ayes, motion carried.**

- b) Review 2022 Draft Request for Proposals for Water Park Maintenance

- Mr. Brajkovic stated that a provision was included in this year's budget for maintenance to the water park, primarily to resurface the slides and support structures that provide access to the slides and early estimates for the repairs are higher than previously anticipated. Mr. Brajkovic gave an overview of previous improvements and investments that have been made at the waterpark.
 - Mr. Porter reviewed the funding options including infrastructure sales tax, City's share of County sales tax and General Fund. The RFP base bid is for the two water slides and slide support structure. The alternate would include the mushroom, shade supports and other elevated water features. Mr. Porter provided an RFP advertisement and submission schedule for completing the project as well as a list of the criteria.
 - Mr. Porter stated there have been no increases to fees for the waterpark for several years. An increase in fees such as swim lessons would help with the difference in pool revenue verses the operational costs.
 - Mayor Frese stated he would like to revisit the possibility of increasing the fees at next budget retreat.
 - **Mr. Dale made a motion to authorize staff to issue the draft request for proposals.**
 - **Ms. Stevens seconded the motion.**
 - **Vote of all ayes, motion carried.**
- c) Consider Approval of 2022 Expenditure & Revenue Budget Amendment for the Police Equipment Fund in order to accept and utilize grant proceeds from the Firehouse Subs Public Safety Foundation and Approval of the Purchase of Motorola Radios and Associated Equipment
- Mr. Brajkovic stated the police department applied for and was awarded a Firehouse Subs grant.
 - Mr. Porter stated a grant of just under \$25,000 from Firehouse Subs Foundation was awarded and will be received this year.
 - Chief Lawson stated the police department applied for a grant offered by Firehouse Subs Public Safety Foundation requesting funds to purchase new radios to replace outdated equipment. Chief Lawson stated one thing the foundation liked about their application is that the outdated walkie talkies will be donated to USD 464 for their use.
 - **Mr. Dale made a motion to approve the 2022 Revenue and Expenditure Budget Amendment for the Police Equipment Fund as described in the agenda attachment.**
 - **Ms. Stevens seconded the motion.**
 - **Vote of all ayes, motion carried.**
 - **Mr. Himpel made a motion to approve the purchase of Motorola Radios and other associated equipment from Motorola using a combination of grant funds, Law Enforcement Trust Fund funds and Police Equipment Fund resources for a total cost not to exceed \$52,000.**
 - **Mr. Donnelly seconded the motion.**
 - **Vote of all ayes, motion carried.**
- d) 2022 Church Street Bridge Replacement Project Update
- Mr. Brajkovic introduced Brady Hedstrom to provide a project update on the bridge replacement.
 - Mr. Hedstrom reported there is deterioration of the channel bank along the north side of Ann street as well as deterioration of the existing bridge itself, cracks in the wingwalls and deterioration in the floor slab exposing the reinforcing steel. It was recommended to add a shoulder on Ann Street as well as straighten the channel to move north away from Ann street and add rock to lessen erosion.
 - **Mr. Donnelly made a motion to approve engineering for the design phase not to exceed \$33,000.00**
 - **Mr. Dale seconded the motion.**
 - **Vote of all ayes, motion carried.**
- e) City Manager Agenda
1. Financial Report
- Mr. Porter shared the contents of the December 2021 Financial Report and highlighted the waterpark revenue and expenditure analysis.

f) City Attorney Agenda

g) Mayor Pro Tem Agenda

h) City Council Agenda

i) Mayor Agenda

1. Consider Reappointment of Chris Donnelly as the City of Tonganoxie's Representative on the Leavenworth County Port Authority Board

- **Mr. Himpel made a motion to approve the appointment of Chris Donnelly.**
- **Ms. Stevens seconded the motion.**
- **Mr. Donnelly abstained.**
- **Vote of all ayes, motion carried.**

2. Consider Reappointment of Meagan Vestal and Angela Bowlin to City Resident Positions on the Tonganoxie Public Library Board with Four Year Terms

- **Mr. Donnelly made a motion to approve the appointment of Meagan Vestal and Angela Bowlin to City Resident Positions on the Tonganoxie Public Library Board.**
- **Ms. Stevens seconded the motion.**
- **Vote of all ayes, motion carried.**

3. Executive Session for discussion of personnel matters of non-elected personnel

- **Mr. Himpel moved that the City Council recess into executive session to discuss the City Manager's annual review process pursuant to the personnel matters of nonelected personnel exception, K.S.A. 75-4319(b)(1). The open meeting will resume in the City Council chamber at 8:49 p.m. The executive session will include the City Attorney, City Manager, Assistant City Manager, City Council and Mayor.**
- **Mr. Donnelly seconded the motion.**
- **Vote of all ayes, motion carried.**

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- **Mayor Frese resumed the meeting at 8:45 p.m. and noted that no binding action was taken in executive session.**

VI. Adjourn

- **Mr. Dale made a motion to adjourn the meeting.**
- **Mr. Donnelly seconded the motion.**
- **Vote of all ayes, motion carried.**
- **Meeting adjourned at 8:45 p.m.**

Respectfully submitted,



Lindsay Huntington, Municipal Court Clerk



City of Tonganoxie, KS

Check Report

Date Range: 01/13/2022 - 02/02/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0046	BAY BRIDGE ADMINISTRATORS, LLC	01/14/2022	Regular	0	553.6	49644
0070	BROTHER' S MARKET	01/14/2022	Regular	0	189.45	49645
0136	DELTA DENTAL PLAN OF KANSAS,IN	01/14/2022	Regular	0	2438.8	49646
0180	FBINAA	01/14/2022	Regular	0	120	49647
0205	GALL'S LLC	01/14/2022	Regular	0	131.98	49648
0216	GOULD EVANS PC	01/14/2022	Regular	0	603.75	49649
0330	KANSAS GAS SERVICE	01/14/2022	Regular	0	1636.49	49650
0340	KANSAS STATE FIREFIGHTERS ASSO	01/14/2022	Regular	0	50	49651
0391	LAWRENCE JOURNAL WORLD	01/14/2022	Regular	0	179.06	49652
0426	LEAVENWORTH COUNTY SHERIFF OFFICE	01/14/2022	Regular	0	110	49653
1007	LEAVENWORTH PAPER & OFFICE SUPPLY LLC	01/14/2022	Regular	0	211	49654
1112	Life-Assist, INC	01/14/2022	Regular	0	414.74	49655
0414	LINK LITE NETWORKING, INC.	01/14/2022	Regular	0	4350	49656
0857	MIDCONTINENT COMMUNICATIONS	01/14/2022	Regular	0	287.59	49657
0548	RECORDNEWS	01/14/2022	Regular	0	1530.2	49658
0555	RICOH USA, INC.	01/14/2022	Regular	0	547.62	49659
0594	SMITHEREEN PEST CONTROL	01/14/2022	Regular	0	103	49660
0602	SPINNAKER WEB DESIGN & HOSTING	01/14/2022	Regular	0	1800	49661
0628	TODD'S TIRE, LLC	01/14/2022	Regular	0	10	49662
0641	TYLER TECHNOLOGIES	01/14/2022	Regular	0	4245	49663
0645	UNITED RENTALS, (NORTH AMERICA	01/14/2022	Regular	0	336.29	49664
0651	USA BLUE BOOK	01/14/2022	Regular	0	539.68	49665
0661	VISION SERVICE PLAN	01/14/2022	Regular	0	442.04	49666
0668	WEIS FIRE AND SAFETY EQUIPMENT, LLC	01/14/2022	Regular	0	71.31	49667
0001	911 CUSTOM	01/21/2022	Regular	0	21	49668
0006	ACE PIPE CLEANING INC	01/21/2022	Regular	0	1258	49669
1083	Bay Bridge Administrators, LLC FSA	01/21/2022	Regular	0	1033.33	49670
0056	BLUE CROSS AND BLUE SHIELD	01/21/2022	Regular	0	39553.19	49671
1280	COBURNCO LLC	01/21/2022	Regular	0	200.72	49672
0159	ELECTROLIFE BATTERY INC	01/21/2022	Regular	0	65.98	49673
0185	FERRELLGAS	01/21/2022	Regular	0	3869.02	49674
0189	FIRST STATE BANK & TRUST	01/21/2022	Regular	0	498.1	49675
0813	FREESTATE ELECTRIC COOPERATIVE	01/21/2022	Regular	0	1727	49676
0059	Kansas City Board of Public Utilities	01/21/2022	Regular	0	25533.9	49677
0334	KANSAS MAYORS ASSOCIATION	01/21/2022	Regular	0	50	49678
0414	LINK LITE NETWORKING, INC.	01/21/2022	Regular	0	285	49679
0857	MIDCONTINENT COMMUNICATIONS	01/21/2022	Regular	0	267.39	49680
0857	MIDCONTINENT COMMUNICATIONS	01/21/2022	Regular	0	247.39	49681
0857	MIDCONTINENT COMMUNICATIONS	01/21/2022	Regular	0	143.44	49682
0542	QUILL	01/21/2022	Regular	0	37.41	49683
0542	QUILL	01/21/2022	Regular	0	8.41	49684
0542	QUILL	01/21/2022	Regular	0	171.4	49685
0574	SCHULTE SUPPLY	01/21/2022	Regular	0	5678.07	49686
0579	SECURITY BENEFIT - 457	01/21/2022	Regular	0	4098.71	49687
0589	SMITH & LOVELESS INC	01/21/2022	Regular	0	740.02	49688
0641	TYLER TECHNOLOGIES	01/21/2022	Regular	0	960	49689
0051	BG CONSULTANTS INC	01/28/2022	Regular	0	10427	49690
0098	CITY OF BASEHOR	01/28/2022	Regular	0	1100	49691
0189	FIRST STATE BANK & TRUST	01/28/2022	Regular	0	1615.83	49692
0243	HIMPEL LUMBER & BUILDING SUPPL	01/28/2022	Regular	0	411.64	49693
0964	KDOR - MISC TAX	01/28/2022	Regular	0	1945.56	49694
1281	KEVIN E. REARDON	01/28/2022	Regular	0	300	49695
1030	Lawrence Hose	01/28/2022	Regular	0	8.2	49696
1116	LEO on Guard LLC	01/28/2022	Regular	0	1000	49697

My Check Report

Date Range: 01/13/2022 - 02/02/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0732	METLIFE - GROUP BENEFITS	01/28/2022	Regular	0	229.23	49698
0549	REEVES-WIEDEMAN COMPANY	01/28/2022	Regular	0	3.95	49699
1068	Stinson LLP	01/28/2022	Regular	0	6086	49700
0617	TBS ELECTRONICS, INC.	01/28/2022	Regular	0	1223.8	49701
0630	TONGANOXIE LIBRARY BOARD	01/28/2022	Regular	0	238688.28	49702
0656	VERIZON WIRELESS	01/28/2022	Regular	0	409.29	49703
0661	VISION SERVICE PLAN	01/28/2022	Regular	0	421.5	49704

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	81	61	0.00	371,219.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	81	61	0.00	371,219.36

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	81	61	0.00	371,219.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	81	61	0.00	371,219.36

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	1/2022	371219.36
			371219.36

\$1,060,000*
City of Tonganoxie, Kansas
General Obligation Bonds, Series 2022A
Moody's Rating: A2

Sale Date: February 7, 2022

BBI: 2.32%
Average Maturity: 6.103 Years

Bidder	TIC
UMB Bank, N.A.	1.7180%
Robert W. Baird & Co., Incorporated	1.9179%
Commerce Bank	1.9532%
Bernardi Securities, Inc.	2.0260%
Northland Securities, Inc.	2.4203%

Winning Bidder Information	Maturity	Interest Rate	Reoffering Yield	Reoffering Price
UMB BANK, N.A.	9/01/2023	2.00%	0.85%	101.719%
(No Syndicate Members)	9/01/2024	2.00%	1.00%	102.470%
	9/01/2025	2.00%	1.20%	102.740%
	9/01/2026	2.00%	1.35%	102.833%
	9/01/2027	2.00%	1.45%	102.901%
	9/01/2028	2.00%	1.55%	102.775%
	9/01/2029	2.00%	1.65%	102.462%
	9/01/2030	2.00%	1.75%	101.968%
	9/01/2031	1.80%	1.80%	100.000%
	9/01/2032	1.90%	1.90%	100.000%

Purchase Price: \$1,074,082.80*
Net Interest Cost: \$112,046.12*
TIC: 1.7180%*

* Subsequent to bid opening, the par amount decreased to \$1,015,000; and the price, net interest cost, and true interest cost have changed to \$1,028,240.68, \$108,530.74, and 1.7224%, respectively.

UMB Bank N.A. - Kansas City, MO's Bid



City of Tonganoxie, Kansas
~~\$1,060,000~~ **\$1,015,000**
General Obligation Bonds, Series 2022A

For the aggregate principal amount of ~~\$1,060,000.00~~ \$1,015,000.00, we will pay you ~~\$1,074,082.80~~ \$1,028,240.68, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Amount \$	Coupon %	Yield %	Dollar Price	Bond Insurance
09/01/2023	400M	95M	2.0000	0.8500	101.719	
09/01/2024	400M	95M	2.0000	1.0000	102.470	
09/01/2025	405M	95M	2.0000	1.2000	102.740	
09/01/2026	405M	100M	2.0000	1.3500	102.833	
09/01/2027	405M	100M	2.0000	1.4500	102.901	
09/01/2028	405M	100M	2.0000	1.5500	102.775	
09/01/2029	410M	105M	2.0000	1.6500	102.462	
09/01/2030	410M	105M	2.0000	1.7500	101.968	
09/01/2031	410M	110M	1.8000	1.8000	100.000	
09/01/2032	410M	110M	1.9000	1.9000	100.000	

Total Interest Cost:	\$126,128.02	\$121,771.42
Premium:	\$14,082.80	\$13,240.68
Net Interest Cost:	\$112,046.12	\$108,530.74
TIC:	4.748009	1.722421

Total Insurance Premium: \$0.00

Time Last Bid Received On: 02/07/2022 10:17:03 CST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: UMB Bank N.A., Kansas City, MO
 Contact: Kristin Koziol
 Title: VP
 Telephone: 816-860-7223
 Fax: 816-843-4325

Issuer Name:	City of Tonganoxie	Company Name:	UMB Bank, N.A.
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Accepted By:	_____	Accepted By:	 _____
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Date:	February 7, 2022	Date:	February 7, 2022
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\$1,185,000*

City of Tonganoxie, Kansas

Taxable General Obligation Refunding Bonds, Series 2022B

Moody's Rating: A2

Sale Date: February 7, 2022

BBI: 2.32%

Average Maturity: 6.655 Years

Bidder	TIC
UMB Bank, N.A.	2.3433%
Robert W. Baird & Co., Incorporated	2.5730%
Commerce Bank	2.5780%

Winning Bidder Information	Maturity	Interest Rate	Reoffering Yield	Reoffering Price
UMB BANK, N.A.	9/01/2023	2.00%	1.30%	101.032%
(No Syndicate Members)	9/01/2024	2.00%	1.50%	101.219%
	9/01/2025	2.00%	1.65%	101.183%
	9/01/2026	2.00%	1.90%	100.428%
	9/01/2027	2.00%	2.00%	100.000%
	9/01/2028	2.10%	2.10%	100.000%
	9/01/2029	2.20%	2.20%	100.000%
	9/01/2030	2.30%	2.30%	100.000%
	9/01/2031	2.40%	2.40%	100.000%
	9/01/2032	2.50%	2.50%	100.000%
	9/01/2033	2.60%	2.60%	100.000%

Purchase Price: \$1,181,059.35*

Net Interest Cost: \$185,063.29*

TIC: 2.3433%*

* Subsequent to bid opening, the par amount decreased to \$1,155,000; and the price, net interest cost, and true interest cost have changed to \$1,151,123.71, \$181,312.48, and 2.3449%, respectively.



City of Tonganoxie, Kansas
~~\$1,185,000~~ **\$1,155,000**
Taxable General Obligation Refunding Bonds, Series 2022B

For the aggregate principal amount of ~~\$1,185,000.00~~ \$1,155,000.00, we will pay you ~~\$1,181,059.35~~ \$1,151,123.71, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Amount \$	Coupon %	Yield %	Dollar Price	Bond Insurance
09/01/2023	95M	90M	2.0000	1.3000	101.032	
09/01/2024	105M	100M	2.0000	1.5000	101.219	
09/01/2025	100M	100M	2.0000	1.6500	101.183	
09/01/2026	105M	100M	2.0000	1.9000	100.428	
09/01/2027	110M	105M	2.0000	2.0000	100.000	
09/01/2028	105M	105M	2.1000	2.1000	100.000	
09/01/2029	110M	110M	2.2000	2.2000	100.000	
09/01/2030	115M	110M	2.3000	2.3000	100.000	
09/01/2031	110M	110M	2.4000	2.4000	100.000	
09/01/2032	115M	110M	2.5000	2.5000	100.000	
09/01/2033	115M	115M	2.6000	2.6000	100.000	


Total Interest Cost:	\$181,122.64	\$177,436.19
Discount:	\$3,040.65	\$3,876.29
Net Interest Cost:	\$185,063.29	\$181,312.48
TIC:	2.343357	2.344937

Total Insurance Premium: \$0.00
 Time Last Bid Received On: 02/07/2022 10:24:09 CST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: UMB Bank N.A., Kansas City, MO
 Contact: Kristin Koziol
 Title: VP
 Telephone: 816-860-7223
 Fax: 816-843-4325

Issuer Name: City of Tonganoxie Company Name: UMB Bank, N.A.

Accepted By: _____ Accepted By:  _____

Date: February 7, 2022 Date: February 7, 2022

\$2,865,000*

City of Tonganoxie, Kansas

General Obligation Temporary Notes, Series 2022C

Moody's Rating: MIG 1

Sale Date: February 7, 2022

BBI: 2.32%

Average Maturity: 0.994 Years

Bidder	TIC
Piper Sandler & Co.	0.8295%
BNY Mellon Capital Markets, LLC	0.8843%
Oppenheimer & Co. Inc.	0.9231%
Country Club Bank	1.0919%
Commerce Bank	1.2016%

Winning Bidder Information	Maturity	Interest Rate	Reoffering Yield	Reoffering Price
PIPER SANDLER & CO. (No Syndicate Members)	3/01/2023	3.00%	0.60%	102.372%

Purchase Price: \$2,926,282.35*

Net Interest Cost: \$24,190.15*

TIC: 0.8295%*

* Subsequent to bid opening, the par amount decreased to \$2,780,000; and the price and net interest cost have changed to \$2,839,464.20 and \$23,472.47, respectively.

Piper Sandler & Co - New York, NY's Bid



City of Tonganoxie, Kansas
~~\$2,865,000~~ **\$2,780,000**
General Obligation Temporary Notes, Series 2022C

For the aggregate principal amount of ~~\$2,865,000.00~~ \$2,780,000.00, we will pay you ~~\$2,026,282.35~~ \$2,839,464.20, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount \$	Amount \$	Coupon %	Yield %	Dollar Price
03/01/2023	2,865M	2,780M	3.0000	0.6000	102.372

Bid:	102.130000	102.139000
Premium:	\$61,282.35	\$59,464.20
Net Interest Cost:	\$24,190.15	\$23,472.47
TIC:	0.829568	0.829568

Time Last Bid Received On: 02/07/2022 10:26:50 CST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Piper Sandler & Co, New York , NY
 Contact: Christopher DiCerbo
 Title: Underwriter
 Telephone: 212-284-9387
 Fax: 212-284-9411

Issuer Name: City of Tonganoxie Company Name: Piper Sandler & Co.

Accepted By: _____ Accepted By: Christopher DiCerbo

Date: February 7, 2022 Date: February 7, 2022

\$1,015,000

City of Tonganoxie, Kansas
General Obligation Bonds, Series 2022A
Post Sale

Sources & Uses

Dated 02/28/2022 | Delivered 02/28/2022

Sources Of Funds

Par Amount of Bonds.....	\$1,015,000.00
Reoffering Premium.....	19,743.05
Total Sources.....	\$1,034,743.05

Uses Of Funds

Deposit to Project Construction Fund.....	\$994,337.50
Costs of Issuance.....	23,751.76
Deposit to Capitalized Interest (CIF) Fund.....	10,151.42
Total Underwriter's Discount (0.641%).....	6,502.37
Total Uses.....	\$1,034,743.05

\$1,015,000

City of Tonganoxie, Kansas
General Obligation Bonds, Series 2022A
Post Sale

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
09/01/2023	Serial Coupon	2.000%	0.850%	95,000.00	101.719%	96,633.05
09/01/2024	Serial Coupon	2.000%	1.000%	95,000.00	102.470%	97,346.50
09/01/2025	Serial Coupon	2.000%	1.200%	95,000.00	102.740%	97,603.00
09/01/2026	Serial Coupon	2.000%	1.350%	100,000.00	102.833%	102,833.00
09/01/2027	Serial Coupon	2.000%	1.450%	100,000.00	102.901%	102,901.00
09/01/2028	Serial Coupon	2.000%	1.550%	100,000.00	102.775%	102,775.00
09/01/2029	Serial Coupon	2.000%	1.650%	105,000.00	102.462%	107,585.10
09/01/2030	Serial Coupon	2.000%	1.750%	105,000.00	101.968%	107,066.40
09/01/2031	Serial Coupon	1.800%	1.800%	110,000.00	100.000%	110,000.00
09/01/2032	Serial Coupon	1.900%	1.900%	110,000.00	100.000%	110,000.00
Total	-	-	-	\$1,015,000.00	-	\$1,034,743.05

Bid Information

Par Amount of Bonds.....	\$1,015,000.00
Reoffering Premium or (Discount).....	19,743.05
Gross Production.....	\$1,034,743.05
Total Underwriter's Discount (0.641%).....	\$(6,502.37)
Bid (101.305%).....	1,028,240.68
Total Purchase Price.....	\$1,028,240.68
Bond Year Dollars.....	\$6,250.96
Average Life.....	6.159 Years
Average Coupon.....	1.9480440%
Net Interest Cost (NIC).....	1.7362256%
True Interest Cost (TIC).....	1.7224208%

\$1,015,000

City of Tonganoxie, Kansas
General Obligation Bonds, Series 2022A
Post Sale

Bond Balance Report

Date	Principal	Coupon	Interest	Total P+I	Bond Balance
03/01/2022	-	-	-	-	1,015,000.00
09/01/2022	-	-	10,151.42	10,151.42	1,015,000.00
03/01/2023	-	-	9,985.00	9,985.00	1,015,000.00
09/01/2023	95,000.00	2.000%	9,985.00	104,985.00	920,000.00
03/01/2024	-	-	9,035.00	9,035.00	920,000.00
09/01/2024	95,000.00	2.000%	9,035.00	104,035.00	825,000.00
03/01/2025	-	-	8,085.00	8,085.00	825,000.00
09/01/2025	95,000.00	2.000%	8,085.00	103,085.00	730,000.00
03/01/2026	-	-	7,135.00	7,135.00	730,000.00
09/01/2026	100,000.00	2.000%	7,135.00	107,135.00	630,000.00
03/01/2027	-	-	6,135.00	6,135.00	630,000.00
09/01/2027	100,000.00	2.000%	6,135.00	106,135.00	530,000.00
03/01/2028	-	-	5,135.00	5,135.00	530,000.00
09/01/2028	100,000.00	2.000%	5,135.00	105,135.00	430,000.00
03/01/2029	-	-	4,135.00	4,135.00	430,000.00
09/01/2029	105,000.00	2.000%	4,135.00	109,135.00	325,000.00
03/01/2030	-	-	3,085.00	3,085.00	325,000.00
09/01/2030	105,000.00	2.000%	3,085.00	108,085.00	220,000.00
03/01/2031	-	-	2,035.00	2,035.00	220,000.00
09/01/2031	110,000.00	1.800%	2,035.00	112,035.00	110,000.00
03/01/2032	-	-	1,045.00	1,045.00	110,000.00
09/01/2032	110,000.00	1.900%	1,045.00	111,045.00	-
Total	\$1,015,000.00	-	\$121,771.42	\$1,136,771.42	-

\$1,015,000

City of Tonganoxie, Kansas
General Obligation Bonds, Series 2022A
Post Sale

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/01/2022	-	-	10,151.42 *	10,151.42
03/01/2023	-	-	9,985.00	9,985.00
09/01/2023	95,000.00	2.000%	9,985.00	104,985.00
03/01/2024	-	-	9,035.00	9,035.00
09/01/2024	95,000.00	2.000%	9,035.00	104,035.00
03/01/2025	-	-	8,085.00	8,085.00
09/01/2025	95,000.00	2.000%	8,085.00	103,085.00
03/01/2026	-	-	7,135.00	7,135.00
09/01/2026	100,000.00	2.000%	7,135.00	107,135.00
03/01/2027	-	-	6,135.00	6,135.00
09/01/2027	100,000.00	2.000%	6,135.00	106,135.00
03/01/2028	-	-	5,135.00	5,135.00
09/01/2028	100,000.00	2.000%	5,135.00	105,135.00
03/01/2029	-	-	4,135.00	4,135.00
09/01/2029	105,000.00	2.000%	4,135.00	109,135.00
03/01/2030	-	-	3,085.00	3,085.00
09/01/2030	105,000.00	2.000%	3,085.00	108,085.00
03/01/2031	-	-	2,035.00	2,035.00
09/01/2031	110,000.00	1.800%	2,035.00	112,035.00
03/01/2032	-	-	1,045.00	1,045.00
09/01/2032	110,000.00	1.900%	1,045.00	111,045.00
Total	\$1,015,000.00	-	\$121,771.42	\$1,136,771.42

* The September 1, 2022 interest payment will be paid from the Capitalized Interest Fund included in the par amount of the Bonds.

SIGNIFICANT DATES

Dated Date.....	2/28/2022
Delivery Date.....	2/28/2022
First Coupon Date.....	9/01/2022

Yield Statistics

Bond Year Dollars.....	\$6,250.96
Average Life.....	6.159 Years
Average Coupon.....	1.9480440%
Net Interest Cost (NIC).....	1.7362256%
True Interest Cost (TIC).....	1.7224208%
Bond Yield for Arbitrage Purposes.....	1.6124864%
All Inclusive Cost (AIC).....	2.1163249%

IRS Form 8038

Net Interest Cost.....	1.6061785%
Weighted Average Maturity.....	6.139 Years

\$1,015,000

City of Tonganoxie, Kansas
General Obligation Bonds, Series 2022A
Post Sale

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Capitalized Interest Fund	Net New D/S
09/01/2022	-	-	10,151.42	10,151.42	(10,151.42)	-
03/01/2023	-	-	9,985.00	9,985.00	-	9,985.00
09/01/2023	95,000.00	2.000%	9,985.00	104,985.00	-	104,985.00
03/01/2024	-	-	9,035.00	9,035.00	-	9,035.00
09/01/2024	95,000.00	2.000%	9,035.00	104,035.00	-	104,035.00
03/01/2025	-	-	8,085.00	8,085.00	-	8,085.00
09/01/2025	95,000.00	2.000%	8,085.00	103,085.00	-	103,085.00
03/01/2026	-	-	7,135.00	7,135.00	-	7,135.00
09/01/2026	100,000.00	2.000%	7,135.00	107,135.00	-	107,135.00
03/01/2027	-	-	6,135.00	6,135.00	-	6,135.00
09/01/2027	100,000.00	2.000%	6,135.00	106,135.00	-	106,135.00
03/01/2028	-	-	5,135.00	5,135.00	-	5,135.00
09/01/2028	100,000.00	2.000%	5,135.00	105,135.00	-	105,135.00
03/01/2029	-	-	4,135.00	4,135.00	-	4,135.00
09/01/2029	105,000.00	2.000%	4,135.00	109,135.00	-	109,135.00
03/01/2030	-	-	3,085.00	3,085.00	-	3,085.00
09/01/2030	105,000.00	2.000%	3,085.00	108,085.00	-	108,085.00
03/01/2031	-	-	2,035.00	2,035.00	-	2,035.00
09/01/2031	110,000.00	1.800%	2,035.00	112,035.00	-	112,035.00
03/01/2032	-	-	1,045.00	1,045.00	-	1,045.00
09/01/2032	110,000.00	1.900%	1,045.00	111,045.00	-	111,045.00
Total	\$1,015,000.00	-	\$121,771.42	\$1,136,771.42	(10,151.42)	\$1,126,620.00

\$1,015,000

City of Tonganoxie, Kansas
General Obligation Bonds, Series 2022A
Post Sale

Debt Service Schedule -- Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2022	-	-	10,151.42 *	10,151.42
2023	95,000.00	2.000%	19,970.00	114,970.00
2024	95,000.00	2.000%	18,070.00	113,070.00
2025	95,000.00	2.000%	16,170.00	111,170.00
2026	100,000.00	2.000%	14,270.00	114,270.00
2027	100,000.00	2.000%	12,270.00	112,270.00
2028	100,000.00	2.000%	10,270.00	110,270.00
2029	105,000.00	2.000%	8,270.00	113,270.00
2030	105,000.00	2.000%	6,170.00	111,170.00
2031	110,000.00	1.800%	4,070.00	114,070.00
2032	110,000.00	1.900%	2,090.00	112,090.00
-	\$1,015,000.00	-	\$121,771.42	\$1,136,771.42

* The September 1, 2022 interest payment will be paid from the Capitalized Interest Fund included in the par amount of the Bonds.

Yield Statistics

Bond Year Dollars.....	\$6,250.96
Average Life.....	6.159 Years
Average Coupon.....	1.9480440%
Net Interest Cost (NIC).....	1.7362256%
True Interest Cost (TIC).....	1.7224208%
Bond Yield for Arbitrage Purposes.....	1.6124864%
All Inclusive Cost (AIC).....	2.1163249%

IRS Form 8038

Net Interest Cost.....	1.6061785%
Weighted Average Maturity.....	6.139 Years

\$1,015,000

City of Tonganoxie, Kansas
General Obligation Bonds, Series 2022A
Post Sale

Detail Costs Of Issuance

Dated 02/28/2022 | Delivered 02/28/2022

COSTS OF ISSUANCE DETAIL

Bond Counsel.....	\$8,700.00
Municipal Advisor.....	8,500.00
Rating Agency Fee.....	3,280.81
Paying Agent/Registrar.....	1,655.00
Miscellaneous (rounding amount).....	898.95
CUSIPs.....	467.00
State Attorney General.....	250.00
TOTAL.....	\$23,751.76

\$1,015,000

City of Tonganoxie, Kansas
General Obligation Bonds, Series 2022A
Post Sale

Derivation Of Form 8038 Yield Statistics

Maturity	Issuance Value	Coupon	Price	Issuance Price	Exponent	Bond Years
09/01/2023	95,000.00	2.000%	101.719%	96,633.05	1.5083333x	145,754.85
09/01/2024	95,000.00	2.000%	102.470%	97,346.50	2.5083333x	244,177.47
09/01/2025	95,000.00	2.000%	102.740%	97,603.00	3.5083333x	342,423.86
09/01/2026	100,000.00	2.000%	102.833%	102,833.00	4.5083333x	463,605.44
09/01/2027	100,000.00	2.000%	102.901%	102,901.00	5.5083333x	566,813.01
09/01/2028	100,000.00	2.000%	102.775%	102,775.00	6.5083333x	668,893.96
09/01/2029	105,000.00	2.000%	102.462%	107,585.10	7.5083333x	807,784.79
09/01/2030	105,000.00	2.000%	101.968%	107,066.40	8.5083333x	910,956.62
09/01/2031	110,000.00	1.800%	100.000%	110,000.00	9.5083333x	1,045,916.67
09/01/2032	110,000.00	1.900%	100.000%	110,000.00	10.5083333x	1,155,916.67
Total	\$1,015,000.00	-	-	\$1,034,743.05	-	\$6,352,243.33

Description of Bonds

Final Maturity Date.....	9/01/2032
Issue price of entire issue.....	1,034,743.05
Stated Redemption at Maturity.....	1,015,000.00
Weighted Average Maturity = Bond Years/Issue Price.....	6.139 Years
Bond Yield for Arbitrage Purposes.....	1.6124864%

Uses of Proceeds of Issue

Proceeds used for accrued interest.....	-
Proceeds used for bond issuance costs (including underwriters' discount).....	30,254.13
Proceeds used for credit enhancement.....	-
Proceeds allocated to reasonably required reserve or replacement fund.....	-

\$1,015,000

City of Tonganoxie, Kansas
General Obligation Bonds, Series 2022A
Post Sale

Proof of Bond Yield @ 1.6124864%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
02/28/2022	-	1.0000000x	-	-
09/01/2022	10,151.42	0.9918693x	10,068.88	10,068.88
03/01/2023	9,985.00	0.9839364x	9,824.60	19,893.48
09/01/2023	104,985.00	0.9760669x	102,472.38	122,365.87
03/01/2024	9,035.00	0.9682604x	8,748.23	131,114.10
09/01/2024	104,035.00	0.9605163x	99,927.31	231,041.41
03/01/2025	8,085.00	0.9528341x	7,703.66	238,745.07
09/01/2025	103,085.00	0.9452134x	97,437.32	336,182.40
03/01/2026	7,135.00	0.9376536x	6,690.16	342,872.55
09/01/2026	107,135.00	0.9301543x	99,652.08	442,524.64
03/01/2027	6,135.00	0.9227150x	5,660.86	448,185.49
09/01/2027	106,135.00	0.9153352x	97,149.10	545,334.59
03/01/2028	5,135.00	0.9080144x	4,662.65	549,997.24
09/01/2028	105,135.00	0.9007521x	94,700.57	644,697.82
03/01/2029	4,135.00	0.8935479x	3,694.82	648,392.64
09/01/2029	109,135.00	0.8864014x	96,737.42	745,130.05
03/01/2030	3,085.00	0.8793120x	2,712.68	747,842.73
09/01/2030	108,085.00	0.8722793x	94,280.31	842,123.04
03/01/2031	2,035.00	0.8653029x	1,760.89	843,883.93
09/01/2031	112,035.00	0.8583822x	96,168.85	940,052.78
03/01/2032	1,045.00	0.8515169x	889.84	940,942.61
09/01/2032	111,045.00	0.8447065x	93,800.44	1,034,743.05
Total	\$1,136,771.42	-	\$1,034,743.05	-

Derivation Of Target Amount

Par Amount of Bonds.....	\$1,015,000.00
Reoffering Premium or (Discount).....	19,743.05
Original Issue Proceeds.....	\$1,034,743.05

\$1,015,000

City of Tonganoxie, Kansas
General Obligation Bonds, Series 2022A
Post Sale

Settlement Report

Dated 02/28/2022 | Delivered 02/28/2022

Price.....	\$1,028,240.68
Total Purchase Price.....	\$1,028,240.68
Good Faith Deposit.....	(21,200.00)
Due at Closing.....	\$1,007,040.68

2022A GO Bonds - PS KK | SINGLE PURPOSE | 2/7/2022 | 12:10 PM

\$1,155,000

City of Tonganoxie, Kansas
Taxable General Obligation Refunding Bonds, Series 2022B
Post Sale

Refunding Summary

Dated 03/03/2022 | Delivered 03/03/2022

Sources Of Funds

Par Amount of Bonds..... \$1,155,000.00
Reoffering Premium..... 3,758.80

Total Sources..... \$1,158,758.80

Uses Of Funds

Deposit to Crossover Escrow Fund..... 1,125,000.00
Costs of Issuance..... 23,991.58
Total Underwriter's Discount (0.661%)..... 7,635.09
Rounding Amount..... 2,132.13

Total Uses..... \$1,158,758.80

Flow of Funds Detail

State and Local Government Series (SLGS) rates for.....
Date of OMP Candidates.....

Crossover Escrow Fund Solution Method..... Gross Funded
Total Cost of Investments..... \$1,125,000.00
Total Draws..... \$1,125,000.00

Issues Refunded And Call Dates

2013A Taxable GO Ref (10B) Bonds - PS..... 7/01/2022

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.345%(TIC)..... 70,456.35
Contingency or Rounding Amount..... 2,132.13
Net Present Value Benefit..... \$72,588.48

Net PV Benefit / Refunded Principal..... 6.452%
Net PV Benefit / Refunding Principal..... 6.285%
Average Annual Cash Flow Savings..... 6,354.90
Total New Net D/S..... 1,439,944.94
Total Prior D/S..... 1,516,203.75
Total Cashflow Savings..... 76,258.81

Bond Statistics

Average Life..... 6.685 Years
Average Coupon..... 2.2980738%

Net Interest Cost (NIC)..... 2.3482778%
Bond Yield for Arbitrage Purposes..... 2.2364139%
True Interest Cost (TIC)..... 2.3449368%
All Inclusive Cost (AIC)..... 2.6923659%

2022B Tax GO Ref (13A) Bo | SINGLE PURPOSE | 2/ 7/2022 | 1:06 PM

\$1,155,000

City of Tonganoxie, Kansas
Taxable General Obligation Refunding Bonds, Series 2022B
Post Sale

Debt Service Comparison

Date	Total P+I	PCF	Existing D/S	Net New D/S	Old Net D/S	Savings
09/01/2022	-	(1,125,000.00)	1,232,508.75	107,508.75	107,508.75	-
09/01/2023	128,011.19	-	-	128,011.19	132,467.50	4,456.31
09/01/2024	123,635.00	-	-	123,635.00	129,767.50	6,132.50
09/01/2025	121,635.00	-	-	121,635.00	127,067.50	5,432.50
09/01/2026	119,635.00	-	-	119,635.00	129,007.50	9,372.50
09/01/2027	122,635.00	-	-	122,635.00	130,777.50	8,142.50
09/01/2028	120,535.00	-	-	120,535.00	127,177.50	6,642.50
09/01/2029	123,330.00	-	-	123,330.00	128,377.50	5,047.50
09/01/2030	120,910.00	-	-	120,910.00	129,177.50	8,267.50
09/01/2031	118,380.00	-	-	118,380.00	124,667.50	6,287.50
09/01/2032	115,740.00	-	-	115,740.00	125,047.50	9,307.50
09/01/2033	117,990.00	-	-	117,990.00	125,160.00	7,170.00
Total	\$1,332,436.19	(1,125,000.00)	\$1,232,508.75	\$1,439,944.94	\$1,516,203.75	\$76,258.81

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	70,456.35
Net PV Cashflow Savings @ 2.345%(TIC).....	70,456.35
Contingency or Rounding Amount.....	2,132.13
Net Present Value Benefit.....	\$72,588.48
Net PV Benefit / \$1,221,580.06 PV Refunded Debt Service.....	5.942%
Net PV Benefit / \$1,125,000 Refunded Principal.....	6.452%
Net PV Benefit / \$1,155,000 Refunding Principal.....	6.285%

Refunding Bond Information

Refunding Dated Date.....	3/03/2022
Refunding Delivery Date.....	3/03/2022

\$1,155,000

City of Tonganoxie, Kansas
Taxable General Obligation Refunding Bonds, Series 2022B
Post Sale

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
03/01/2023	-	-	25,293.69	25,293.69
09/01/2023	90,000.00	2.000%	12,717.50	102,717.50
03/01/2024	-	-	11,817.50	11,817.50
09/01/2024	100,000.00	2.000%	11,817.50	111,817.50
03/01/2025	-	-	10,817.50	10,817.50
09/01/2025	100,000.00	2.000%	10,817.50	110,817.50
03/01/2026	-	-	9,817.50	9,817.50
09/01/2026	100,000.00	2.000%	9,817.50	109,817.50
03/01/2027	-	-	8,817.50	8,817.50
09/01/2027	105,000.00	2.000%	8,817.50	113,817.50
03/01/2028	-	-	7,767.50	7,767.50
09/01/2028	105,000.00	2.100%	7,767.50	112,767.50
03/01/2029	-	-	6,665.00	6,665.00
09/01/2029	110,000.00	2.200%	6,665.00	116,665.00
03/01/2030	-	-	5,455.00	5,455.00
09/01/2030	110,000.00	2.300%	5,455.00	115,455.00
03/01/2031	-	-	4,190.00	4,190.00
09/01/2031	110,000.00	2.400%	4,190.00	114,190.00
03/01/2032	-	-	2,870.00	2,870.00
09/01/2032	110,000.00	2.500%	2,870.00	112,870.00
03/01/2033	-	-	1,495.00	1,495.00
09/01/2033	115,000.00	2.600%	1,495.00	116,495.00
Total	\$1,155,000.00	-	\$177,436.19	\$1,332,436.19

Yield Statistics

Bond Year Dollars.....	\$7,721.08
Average Life.....	6.685 Years
Average Coupon.....	2.2980738%
Net Interest Cost (NIC).....	2.3482778%
True Interest Cost (TIC).....	2.3449368%
Bond Yield for Arbitrage Purposes.....	2.2364139%
All Inclusive Cost (AIC).....	2.6923659%

IRS Form 8038

Net Interest Cost.....	2.2463407%
Weighted Average Maturity.....	6.672 Years

\$1,760,000

City of Tonganoxie, Kansas
Taxable General Obligation Refunding Bonds, Series 2013A
Refinancing of Series 2010B Taxable GO Bonds

Debt Service To Maturity And To Call

Date	Refunded Bonds	D/S To Call	Principal	Coupon	Interest	Refunded D/S
03/03/2022	-	-	-	-	-	-
07/01/2022	1,125,000.00	1,125,000.00	-	3.000%	-	-
01/01/2023	-	-	-	-	21,233.75	21,233.75
07/01/2023	-	-	90,000.00	3.000%	21,233.75	111,233.75
01/01/2024	-	-	-	-	19,883.75	19,883.75
07/01/2024	-	-	90,000.00	3.000%	19,883.75	109,883.75
01/01/2025	-	-	-	-	18,533.75	18,533.75
07/01/2025	-	-	90,000.00	3.400%	18,533.75	108,533.75
01/01/2026	-	-	-	-	17,003.75	17,003.75
07/01/2026	-	-	95,000.00	3.400%	17,003.75	112,003.75
01/01/2027	-	-	-	-	15,388.75	15,388.75
07/01/2027	-	-	100,000.00	3.600%	15,388.75	115,388.75
01/01/2028	-	-	-	-	13,588.75	13,588.75
07/01/2028	-	-	100,000.00	3.800%	13,588.75	113,588.75
01/01/2029	-	-	-	-	11,688.75	11,688.75
07/01/2029	-	-	105,000.00	4.000%	11,688.75	116,688.75
01/01/2030	-	-	-	-	9,588.75	9,588.75
07/01/2030	-	-	110,000.00	4.100%	9,588.75	119,588.75
01/01/2031	-	-	-	-	7,333.75	7,333.75
07/01/2031	-	-	110,000.00	4.200%	7,333.75	117,333.75
01/01/2032	-	-	-	-	5,023.75	5,023.75
07/01/2032	-	-	115,000.00	4.250%	5,023.75	120,023.75
01/01/2033	-	-	-	-	2,580.00	2,580.00
07/01/2033	-	-	120,000.00	4.300%	2,580.00	122,580.00
Total	\$1,125,000.00	\$1,125,000.00	\$1,125,000.00	-	\$283,695.00	\$1,408,695.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	3/03/2022
Average Life.....	6.634 Years
Average Coupon.....	3.8009714%
Weighted Average Maturity (Par Basis).....	6.634 Years
Weighted Average Maturity (Original Price Basis).....	6.634 Years

Refunding Bond Information

Refunding Dated Date.....	3/03/2022
Refunding Delivery Date.....	3/03/2022

\$1,155,000

City of Tonganoxie, Kansas
Taxable General Obligation Refunding Bonds, Series 2022B
Post Sale

Sources & Uses

Dated 03/03/2022 | Delivered 03/03/2022

Sources Of Funds

Par Amount of Bonds.....	\$1,155,000.00
Reoffering Premium.....	3,758.80
Total Sources.....	\$1,158,758.80

Uses Of Funds

Deposit to Crossover Escrow Fund.....	\$1,125,000.00
Costs of Issuance.....	26,123.71
Total Underwriter's Discount (0.661%).....	7,635.09
Total Uses.....	\$1,158,758.80

\$1,155,000

City of Tonganoxie, Kansas
Taxable General Obligation Refunding Bonds, Series 2022B
Post Sale

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
09/01/2023	Serial Coupon	2.000%	1.300%	90,000.00	101.032%	90,928.80
09/01/2024	Serial Coupon	2.000%	1.500%	100,000.00	101.219%	101,219.00
09/01/2025	Serial Coupon	2.000%	1.650%	100,000.00	101.183%	101,183.00
09/01/2026	Serial Coupon	2.000%	1.900%	100,000.00	100.428%	100,428.00
09/01/2027	Serial Coupon	2.000%	2.000%	105,000.00	100.000%	105,000.00
09/01/2028	Serial Coupon	2.100%	2.100%	105,000.00	100.000%	105,000.00
09/01/2029	Serial Coupon	2.200%	2.200%	110,000.00	100.000%	110,000.00
09/01/2030	Serial Coupon	2.300%	2.300%	110,000.00	100.000%	110,000.00
09/01/2031	Serial Coupon	2.400%	2.400%	110,000.00	100.000%	110,000.00
09/01/2032	Serial Coupon	2.500%	2.500%	110,000.00	100.000%	110,000.00
09/01/2033	Serial Coupon	2.600%	2.600%	115,000.00	100.000%	115,000.00
Total	-	-	-	\$1,155,000.00	-	\$1,158,758.80

Bid Information

Par Amount of Bonds.....	\$1,155,000.00
Reoffering Premium or (Discount).....	3,758.80
Gross Production.....	\$1,158,758.80
Total Underwriter's Discount (0.661%).....	\$(7,635.09)
Bid (99.664%).....	1,151,123.71
Total Purchase Price.....	\$1,151,123.71
Bond Year Dollars.....	\$7,721.08
Average Life.....	6.685 Years
Average Coupon.....	2.2980738%
Net Interest Cost (NIC).....	2.3482778%
True Interest Cost (TIC).....	2.3449368%

\$1,155,000

City of Tonganoxie, Kansas
Taxable General Obligation Refunding Bonds, Series 2022B
Post Sale

Bond Balance Report

Date	Principal	Coupon	Interest	Total P+I	Bond Balance
09/01/2022	-	-	-	-	1,155,000.00
03/01/2023	-	-	25,293.69	25,293.69	1,155,000.00
09/01/2023	90,000.00	2.000%	12,717.50	102,717.50	1,065,000.00
03/01/2024	-	-	11,817.50	11,817.50	1,065,000.00
09/01/2024	100,000.00	2.000%	11,817.50	111,817.50	965,000.00
03/01/2025	-	-	10,817.50	10,817.50	965,000.00
09/01/2025	100,000.00	2.000%	10,817.50	110,817.50	865,000.00
03/01/2026	-	-	9,817.50	9,817.50	865,000.00
09/01/2026	100,000.00	2.000%	9,817.50	109,817.50	765,000.00
03/01/2027	-	-	8,817.50	8,817.50	765,000.00
09/01/2027	105,000.00	2.000%	8,817.50	113,817.50	660,000.00
03/01/2028	-	-	7,767.50	7,767.50	660,000.00
09/01/2028	105,000.00	2.100%	7,767.50	112,767.50	555,000.00
03/01/2029	-	-	6,665.00	6,665.00	555,000.00
09/01/2029	110,000.00	2.200%	6,665.00	116,665.00	445,000.00
03/01/2030	-	-	5,455.00	5,455.00	445,000.00
09/01/2030	110,000.00	2.300%	5,455.00	115,455.00	335,000.00
03/01/2031	-	-	4,190.00	4,190.00	335,000.00
09/01/2031	110,000.00	2.400%	4,190.00	114,190.00	225,000.00
03/01/2032	-	-	2,870.00	2,870.00	225,000.00
09/01/2032	110,000.00	2.500%	2,870.00	112,870.00	115,000.00
03/01/2033	-	-	1,495.00	1,495.00	115,000.00
09/01/2033	115,000.00	2.600%	1,495.00	116,495.00	-
Total	\$1,155,000.00	-	\$177,436.19	\$1,332,436.19	-

\$1,155,000

City of Tonganoxie, Kansas
Taxable General Obligation Refunding Bonds, Series 2022B
Post Sale

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
03/01/2023	-	-	25,293.69	25,293.69
09/01/2023	90,000.00	2.000%	12,717.50	102,717.50
03/01/2024	-	-	11,817.50	11,817.50
09/01/2024	100,000.00	2.000%	11,817.50	111,817.50
03/01/2025	-	-	10,817.50	10,817.50
09/01/2025	100,000.00	2.000%	10,817.50	110,817.50
03/01/2026	-	-	9,817.50	9,817.50
09/01/2026	100,000.00	2.000%	9,817.50	109,817.50
03/01/2027	-	-	8,817.50	8,817.50
09/01/2027	105,000.00	2.000%	8,817.50	113,817.50
03/01/2028	-	-	7,767.50	7,767.50
09/01/2028	105,000.00	2.100%	7,767.50	112,767.50
03/01/2029	-	-	6,665.00	6,665.00
09/01/2029	110,000.00	2.200%	6,665.00	116,665.00
03/01/2030	-	-	5,455.00	5,455.00
09/01/2030	110,000.00	2.300%	5,455.00	115,455.00
03/01/2031	-	-	4,190.00	4,190.00
09/01/2031	110,000.00	2.400%	4,190.00	114,190.00
03/01/2032	-	-	2,870.00	2,870.00
09/01/2032	110,000.00	2.500%	2,870.00	112,870.00
03/01/2033	-	-	1,495.00	1,495.00
09/01/2033	115,000.00	2.600%	1,495.00	116,495.00
Total	\$1,155,000.00	-	\$177,436.19	\$1,332,436.19

SIGNIFICANT DATES

Dated Date.....	3/03/2022
Delivery Date.....	3/03/2022
First Coupon Date.....	3/01/2023

Yield Statistics

Bond Year Dollars.....	\$7,721.08
Average Life.....	6.685 Years
Average Coupon.....	2.2980738%
Net Interest Cost (NIC).....	2.3482778%
True Interest Cost (TIC).....	2.3449368%
Bond Yield for Arbitrage Purposes.....	2.2364139%
All Inclusive Cost (AIC).....	2.6923659%

IRS Form 8038

Net Interest Cost.....	2.2463407%
Weighted Average Maturity.....	6.672 Years

\$1,155,000

City of Tonganoxie, Kansas
Taxable General Obligation Refunding Bonds, Series 2022B
Post Sale

Debt Service Schedule -- Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2023	90,000.00	2.000%	38,011.19	128,011.19
2024	100,000.00	2.000%	23,635.00	123,635.00
2025	100,000.00	2.000%	21,635.00	121,635.00
2026	100,000.00	2.000%	19,635.00	119,635.00
2027	105,000.00	2.000%	17,635.00	122,635.00
2028	105,000.00	2.100%	15,535.00	120,535.00
2029	110,000.00	2.200%	13,330.00	123,330.00
2030	110,000.00	2.300%	10,910.00	120,910.00
2031	110,000.00	2.400%	8,380.00	118,380.00
2032	110,000.00	2.500%	5,740.00	115,740.00
2033	115,000.00	2.600%	2,990.00	117,990.00
-	\$1,155,000.00	-	\$177,436.19	\$1,332,436.19

Yield Statistics

Bond Year Dollars.....	\$7,721.08
Average Life.....	6.685 Years
Average Coupon.....	2.2980738%
Net Interest Cost (NIC).....	2.3482778%
True Interest Cost (TIC).....	2.3449368%
Bond Yield for Arbitrage Purposes.....	2.2364139%
All Inclusive Cost (AIC).....	2.6923659%

IRS Form 8038

Net Interest Cost.....	2.2463407%
Weighted Average Maturity.....	6.672 Years

\$1,155,000

City of Tonganoxie, Kansas
Taxable General Obligation Refunding Bonds, Series 2022B
Post Sale

Detail Costs Of Issuance

Dated 03/03/2022 | Delivered 03/03/2022

COSTS OF ISSUANCE DETAIL

Bond Counsel.....	\$9,200.00
Municipal Advisor.....	8,500.00
Rating Agency Fee.....	3,733.33
Miscellaneous (rounding amount).....	2,132.13
Paying Agent/Registrar.....	1,811.25
CUSIPs.....	497.00
State Attorney General.....	250.00
TOTAL.....	\$26,123.71

\$1,155,000

City of Tonganoxie, Kansas
Taxable General Obligation Refunding Bonds, Series 2022B
Post Sale

Settlement Report

Dated 03/03/2022 | Delivered 03/03/2022

Price.....	\$1,151,123.71
Total Purchase Price.....	\$1,151,123.71
Good Faith Deposit.....	(23,700.00)
Due at Closing.....	\$1,127,423.71

\$2,780,000

City of Tonganoxie, Kansas
General Obligation Temporary Notes, Series 2022C
Post Sale

Sources & Uses

Dated 03/03/2022 | Delivered 03/03/2022

Sources Of Funds

Par Amount of Bonds.....	\$2,780,000.00
Reoffering Premium.....	65,941.60

Total Sources..... \$2,845,941.60

Uses Of Funds

Deposit to Project Construction Fund.....	\$2,800,000.00
Costs of Issuance.....	39,464.20
Total Underwriter's Discount (0.233%).....	6,477.40

Total Uses..... \$2,845,941.60

\$2,780,000

City of Tonganoxie, Kansas
General Obligation Temporary Notes, Series 2022C
Post Sale

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
03/01/2023	Serial Note	3.000%	0.600%	2,780,000.00	102.372%	2,845,941.60
Total	-	-	-	\$2,780,000.00	-	\$2,845,941.60

Bid Information

Par Amount of Bonds.....	\$2,780,000.00
Reoffering Premium or (Discount).....	65,941.60
Gross Production.....	\$2,845,941.60
Total Underwriter's Discount (0.233%).....	\$(6,477.40)
Bid (102.139%).....	2,839,464.20
Total Purchase Price.....	\$2,839,464.20
Bond Year Dollars.....	\$2,764.56
Average Life.....	0.994 Years
Average Coupon.....	3.000000%
Net Interest Cost (NIC).....	0.8490503%
True Interest Cost (TIC).....	0.8295681%

\$2,780,000

City of Tonganoxie, Kansas
General Obligation Temporary Notes, Series 2022C
Post Sale

Bond Balance Report

Date	Principal	Coupon	Interest	Total P+I	Bond Balance
09/01/2022	-	-	-	-	2,780,000.00
03/01/2023	2,780,000.00	3.000%	82,936.67	2,862,936.67	-
Total	\$2,780,000.00	-	\$82,936.67	\$2,862,936.67	-

\$2,780,000

City of Tonganoxie, Kansas
General Obligation Temporary Notes, Series 2022C
Post Sale

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/01/2022	-	-	-	-
03/01/2023	2,780,000.00	3.000%	82,936.67	2,862,936.67
Total	\$2,780,000.00	-	\$82,936.67	\$2,862,936.67

SIGNIFICANT DATES

Dated Date.....	3/03/2022
Delivery Date.....	3/03/2022
First Coupon Date.....	3/01/2023

Yield Statistics

Bond Year Dollars.....	\$2,764.56
Average Life.....	0.994 Years
Average Coupon.....	3.0000000%
Net Interest Cost (NIC).....	0.8490503%
True Interest Cost (TIC).....	0.8295681%
Bond Yield for Arbitrage Purposes.....	0.5996158%
All Inclusive Cost (AIC).....	2.1679048%

IRS Form 8038

Net Interest Cost.....	0.6005046%
Weighted Average Maturity.....	0.994 Years

\$2,780,000

City of Tonganoxie, Kansas
General Obligation Temporary Notes, Series 2022C
Post Sale

Debt Service Schedule -- Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2022	-	-	-	-
2023	2,780,000.00	3.000%	82,936.67	2,862,936.67
-	\$2,780,000.00	-	\$82,936.67	\$2,862,936.67

Yield Statistics

Bond Year Dollars..... \$2,764.56
Average Life..... 0.994 Years
Average Coupon..... 3.0000000%

Net Interest Cost (NIC)..... 0.8490503%
True Interest Cost (TIC)..... 0.8295681%
Bond Yield for Arbitrage Purposes..... 0.5996158%
All Inclusive Cost (AIC)..... 2.1679048%

IRS Form 8038

Net Interest Cost..... 0.6005046%
Weighted Average Maturity..... 0.994 Years

\$2,780,000

City of Tonganoxie, Kansas
General Obligation Temporary Notes, Series 2022C
Post Sale

Detail Costs Of Issuance

Dated 03/03/2022 | Delivered 03/03/2022

COSTS OF ISSUANCE DETAIL

Municipal Advisor.....	\$18,750.00
Rating Agency Fee.....	8,985.86
Bond Counsel.....	8,500.00
Miscellaneous (rounding amount).....	2,201.34
Paying Agent/Registrar.....	580.00
State Attorney General.....	250.00
CUSIPs.....	197.00
TOTAL.....	\$39,464.20

\$2,780,000

City of Tonganoxie, Kansas
General Obligation Temporary Notes, Series 2022C
Post Sale

Derivation Of Form 8038 Yield Statistics

Maturity	Issuance Value	Coupon	Price	Issuance Price	Exponent	Bond Years
03/01/2023	2,780,000.00	3.000%	102.372%	2,845,941.60	0.9944444x	2,830,130.81
Total	\$2,780,000.00	-	-	\$2,845,941.60	-	\$2,830,130.81

Description of Bonds

Final Maturity Date.....	3/01/2023
Issue price of entire issue.....	2,845,941.60
Stated Redemption at Maturity.....	2,780,000.00
Weighted Average Maturity = Bond Years/Issue Price.....	0.994 Years
Bond Yield for Arbitrage Purposes.....	0.5996158%

Uses of Proceeds of Issue

Proceeds used for accrued interest.....	-
Proceeds used for bond issuance costs (including underwriters' discount).....	45,941.60
Proceeds used for credit enhancement.....	-
Proceeds allocated to reasonably required reserve or replacement fund.....	-

\$2,780,000

City of Tonganoxie, Kansas
General Obligation Temporary Notes, Series 2022C
Post Sale

Proof of Bond Yield @ 0.5996158%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
03/03/2022	-	1.0000000x	-	-
03/01/2023	2,862,936.67	0.9940638x	2,845,941.60	2,845,941.60
Total	\$2,862,936.67	-	\$2,845,941.60	-

Derivation Of Target Amount

Par Amount of Bonds.....	\$2,780,000.00
Reoffering Premium or (Discount).....	65,941.60
Original Issue Proceeds.....	\$2,845,941.60

\$2,780,000

City of Tonganoxie, Kansas
General Obligation Temporary Notes, Series 2022C
Post Sale

Settlement Report

Dated 03/03/2022 | Delivered 03/03/2022

Price.....	\$2,839,464.20
Total Purchase Price.....	\$2,839,464.20
Good Faith Deposit.....	(57,300.00)
Due at Closing.....	\$2,782,164.20

City of Tonganoxie, Kansas

Pre-Sale Summary for Issuance of Bonds and Notes

\$1,060,000 General Obligation Bonds, Series 2022A (the "2022A Bonds")

\$1,185,000 Taxable General Obligation Refunding Bonds, Series 2022B (the "2022B Bonds")

\$2,865,000 General Obligation Temporary Notes, Series 2022C (the "Notes")

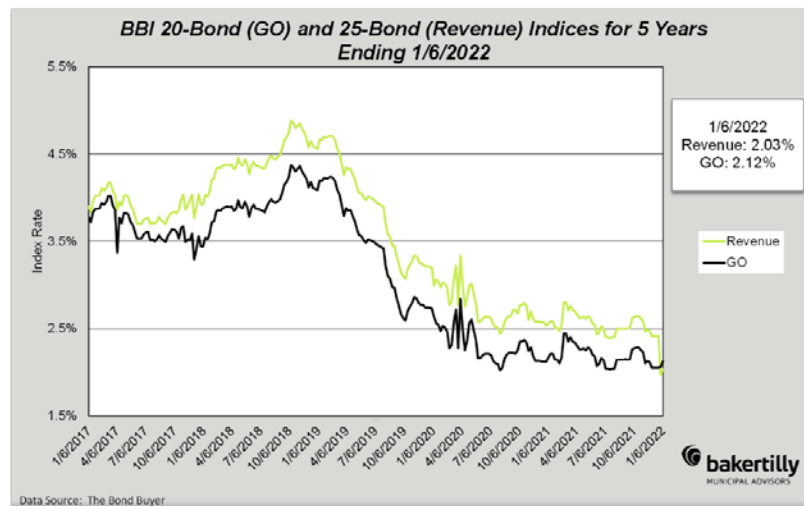
The City Council has under consideration the issuance of the (i) 2022A Bonds to finance various sanitary sewer improvements (ii) 2022B Bonds to refund an outstanding bond issue of the City for interest cost savings and (iii) The 2022C Notes to finance public water supply system improvements(the 2022C Notes). Together, the 2022A Bonds, the 2022B Bonds, and the 2022C Notes are referred to as the "Obligations". This document provides information relative to the proposed issuance.

KEY EVENTS: The following summary schedule includes the timing of some of the key events that will occur relative to the issuance of the Obligations:

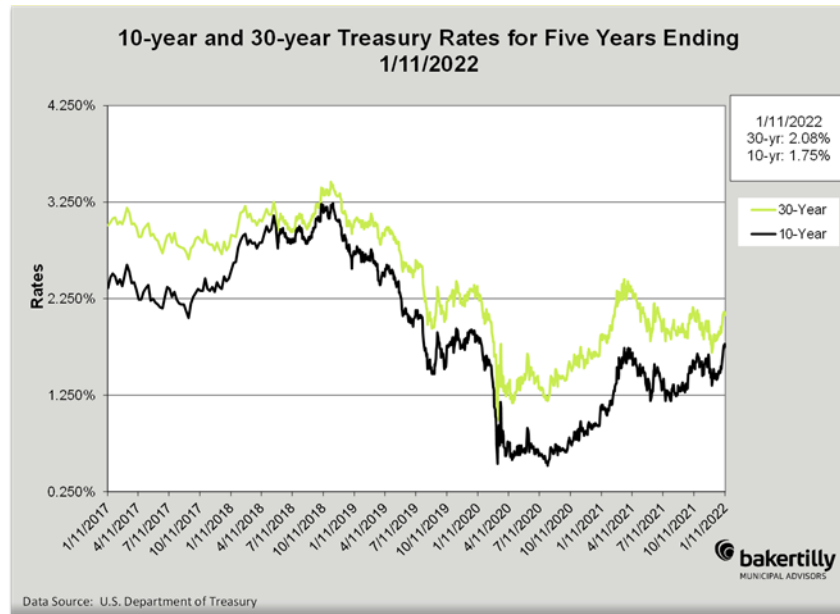
January 18, 2022	Council sets sale date and terms
Week of January 24, 2022	Rating conference is conducted
February 7, 2022, 10:30 a.m.	Competitive bids are received
February 7, 2022, 7:00 p.m.	Council considers award of the Obligations
February 28, 2022	Proceeds of the 2022A Bonds are received
March 3, 2022	Proceeds of the 2022B Bonds and Notes are received
July 7, 2022	Redemption of the 2013A Bonds

RATING: An application will be made to Moody's Investors Service (Moody's) for a rating on the Obligations. The City's long term general obligation debt is currently rated "A2" by Moody's. The City's short-term general obligation debt is currently rated MIG-1 by Moody's.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high grade municipal bonds in the 20th year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index) and the 30th year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:



Interest rates for the taxable municipal market are quoted as a spread to U.S. Treasury Securities. To give you an indication of the relative position of that market, the chart below tracks the yield of the 10-year and 30-year U.S. Treasury over the last five years.



\$1,060,000 General Obligation Bonds, Series 2022A

Description of Issue

PURPOSE: Proceeds of the 2022A Bonds will be used to provide long-term financing by redeeming the City’s General Obligation Temporary Notes, Series 2021A, dated March 4, 2021 (the “2021A Notes”), and to pay the costs of issuance. The 2021A Notes mature on March 1, 2022 and were originally issued to pay the cost of various sanitary sewer improvements within the City, including sewer interceptor, lift station, and force main improvements.

AUTHORITY: The 2022A Bonds are being issued pursuant to K.S.A. 12-618 *et seq.*, as amended, and an ordinance and a resolution to be adopted by the Governing Body on February 7, 2022 (collectively, the “Bond Resolution”).

SECURITY AND SOURCE OF PAYMENT: The 2022A Bonds are a general obligation of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal and interest on the 2022A Bonds as the same become due.

An amount sufficient to make the September 1, 2022 interest payment is included in the par amount of the 2022A Bonds as capitalized interest. The City will make their first levy in 2022 for collection in 2023. Each year’s collection of taxes will be used to make the March 1 interest payment and the September 1 principal and interest payment due in the collection year.

STRUCTURING SUMMARY:	In consultation with City Staff, principal repayment of the 2022A Bonds is structured over 10-years to result in approximately level annual debt service.
SCHEDULES ATTACHED:	Schedules attached for the 2022A Bonds include sources and uses of funds, and estimated net debt service schedule, given the current interest rate environment.
RISKS/SPECIAL CONSIDERATIONS:	<p>The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.</p> <p>Pursuant to Kansas State statutes, no interest rate can exceed a rate equal to the daily yield of the 10-year Treasury Bonds as published by the Bond Buyer in New York, NY, on the Monday preceding the day on which the bonds are sold, plus 3.0%.</p>
SALE TERMS AND MARKETING:	<p><u>Variability of Issue Size:</u> A specific provision in the sale terms permits modifications to the issue size once the price and interest rate is set on the day of sale.</p> <p><u>Prepayment Provisions:</u> 2022A Bonds maturing on or after September 1, 2031 may be prepaid at a price of par plus accrued interest on or after September 1, 2030.</p> <p><u>Bank Qualification:</u> The City does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the 2022A Bonds are designated as bank qualified.</p>

\$1,185,000 Taxable General Obligation Refunding Bonds, Series 2022B

Description of Issue

PURPOSE:	Proceeds of the 2022B Bonds will be used for the purpose of refunding the July 1, 2023 through July 1, 2033 maturities (the "Refunded Maturities") of the City's Taxable General Obligation Bonds, 2013A, dated January 29, 2013 (the "2013A Bonds") and pay the costs of issuance. The maturities to be refunded are currently outstanding in the aggregate principal amount of \$1,125,000.00. The purpose of the refunding is to achieve interest cost savings.
AUTHORITY:	The 2022B Bonds are being issued pursuant to K.S.A. 10-427 <i>et seq.</i> , as amended, and the Bond Resolution.
SECURITY AND SOURCE OF PAYMENT:	<p>The 2022B Bonds are a general obligation of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the city are irrevocably pledged for the prompt payment of the principal and interest on the 2022B Bonds as the same become due.</p> <p>The issuance of the 2022B Bonds is being conducted as an advance refunding in which the proceeds of the 2022B Bonds will be held longer than 90 days before being used to pay off (refund) the 2013A Bonds. At closing on March 3, 2022, the City will use proceeds of the 2022B Bonds in the amount of \$1,125,000, the amount required to legally defease the 2013A Bonds will be sent to the Kansas State Treasurer. On July 1, 2022, the City will make their regularly scheduled debt service payment of \$107,508.75 on the 2013A Bonds. Due to the short time frame between the March 3, 2022 closing date of the 2022B Bonds</p>

and the July 1, 2022 call date on the Series 2013A Bonds, there will be no need to have an escrow agent or a verification agent for this transaction.

STRUCTURING SUMMARY:

In consultation with City Staff, principal repayment for the 2022B Bonds is structured to provide approximately equal annual fiscal year debt service savings over the same term as the Series 2013A Bonds.

Based on current interest rate estimates, this refunding transaction is estimated to result in average annual debt service savings of approximately \$6,400. This results in a future value savings of approximately \$71,182, and net present value benefit to the City of approximately \$67,141. These estimates are net of all costs associated with the refunding.

Pursuant to this refunding transaction the principal payment dates have been changed from July 1 to September 1 be consistent with the City's other outstanding debt.

SCHEDULES ATTACHED:

Schedules attached for the 2022B Bonds include: a refunding summary, a debt service comparison, the debt service to maturity and to call for the 2013A Bonds, and the estimated debt service given current market conditions.

RISKS/SPECIAL CONSIDERATIONS:

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

SALE TERMS AND MARKETING:

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: The 2022B Bonds will not be subject to redemption prior to their stated maturities.

\$2,865,000 General Obligation Temporary Notes, Series 2022C

Description of Issue

PURPOSE:

Proceeds of the 2022C Notes will be used to finance the costs of certain public water supply system improvements.

AUTHORITY:

The 2022C Notes are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including K.S.A. 10 123, K.S.A. 65 163d *et seq.*, all as amended, and a resolution to be adopted by the governing body of the City on February 7, 2022.

SECURITY AND SOURCE OF PAYMENT:

The Notes are a general obligation of the City payable as to both principal and interest from the proceeds of general obligation bonds of the City, and if not so paid, from ad valorem taxes which may be levied as described above.

STRUCTURING SUMMARY:

In consultation with City Staff, the Notes have been structured with a one-year repayment term.

SCHEDULES ATTACHED:

Schedules attached for the Notes include sources and uses of funds and estimated debt service schedule given the current interest rate environment.

RISKS/SPECIAL CONSIDERATIONS:

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

**SALE TERMS AND
MARKETING:**

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size once the price and interest rate is set on the day of sale.

Prepayment Provisions: The 2022C Notes will not be subject to redemption prior to their maturity.

Bank Qualification: The City does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the Notes are designated as bank qualified.

Post Issuance

**POST ISSUANCE
COMPLIANCE:**

The issuance of the Obligations will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Note: The 2022B Bonds are taxable obligations are not subject to the federal arbitrage requirements.

Federal arbitrage requirements post-issuance compliance responsibilities for the 2022A Bonds and Notes include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended issue proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any "excess earnings" will need to be paid to the IRS to maintain the tax-exempt status of the issues. Any interest earnings on gross issue proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not "excess earnings" as defined by the IRS Code.

There is an exemption from rebate for a municipality that issues \$5 million or less of tax-exempt obligations in a calendar year. Since the City does not expect to issue more than \$5 million in tax-exempt obligations in 2022, the 2022A Bonds and the 2022C Notes will be exempt from rebate.

Regardless of whether these issues qualify for an exemption from the rebate provisions, yield restriction provisions will apply to the debt service fund throughout the term of the 2022A Bonds and Notes. These moneys should be monitored until the respective issues are retired.

The City contracts with a third party to provide arbitrage compliance services and will continue that practice regarding the 2022A Bonds and Notes.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly Municipal Advisors ("BTMA") currently provides both continuing disclosure compliance and arbitrage services to the City. BTMA will work with City Staff to include the Obligations under the existing Agreement for Municipal Advisor Services.

**SUPPLEMENTAL
INFORMATION AND
BOND RECORD:**

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2022 Baker Tilly Municipal Advisors, LLC

**EXCERPT OF MINUTES OF A MEETING
OF THE CITY OF TONGANOXIE OF
THE CITY OF TONGANOXIE, KANSAS
HELD ON FEBRUARY 7, 2022**

The Council (the "Governing Body") met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 2022A, dated February 28, 2022, and Taxable General Obligation Bonds, Series 2022B, dated March 3, 2022,, of the City had been received. A tabulation of said bids is set forth as *EXHIBIT A* hereto.

Thereupon, the Governing Body reviewed and considered the bids and it was found and determined that the bid of _____, was the best bid for the Series 2022A Bonds, a copy of which is attached hereto as *EXHIBIT B-1*.

Thereupon, the Governing Body reviewed and considered the bids and it was found and determined that the bid of _____, was the best bid for the Series 2022B Bonds, a copy of which is attached hereto as *EXHIBIT B-2*.

There was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2022A, AND TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022B, OF THE CITY OF TONGANOXIE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Councilmember _____ moved that the Ordinance be passed. The motion was seconded by Councilmember _____. The Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body as follows:

Yea: _____.

Nay: _____.

The Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. [____], was signed and approved by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

There was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2022A, AND TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022B, OF THE CITY OF TONGANOXIE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the Governing Body as follows:

Yea: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. [____], and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

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

(SEAL)

Clerk

**EXHIBIT A-1
 BID TABULATION**

**CITY OF TONGANOXIE, KANSAS
 GENERAL OBLIGATION BONDS**

Dated: February 28, 2022
 Series 2022A
 Good Faith Deposit: \$21,200

Sale Date: February 7, 2022
 10:30 a.m. A.M., Central Time
 Max Interest Rate: []%

BIDDERS

	_____	_____	_____	_____
	_____	_____	_____	_____
GOOD FAITH DEPOSIT	—	—	—	—
INTEREST RATES:				
2023	_____%	_____%	_____%	_____%
2024	_____%	_____%	_____%	_____%
2025	_____%	_____%	_____%	_____%
2026	_____%	_____%	_____%	_____%
2027	_____%	_____%	_____%	_____%
2028	_____%	_____%	_____%	_____%
2029	_____%	_____%	_____%	_____%
2030	_____%	_____%	_____%	_____%
2031	_____%	_____%	_____%	_____%
2032	_____%	_____%	_____%	_____%
TOTAL INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____
PREMIUM:	\$(_____)	\$(_____)	\$(_____)	\$(_____)
DISCOUNT:	\$ _____	\$ _____	\$ _____	\$ _____
NET INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____
TRUE INTEREST COST:	_____%	_____%	_____%	_____%

BID TABULATION

**CITY OF TONGANOXIE, KANSAS
TAXABLE GENERAL OBLIGATION REFUNDING BONDS**

Dated: March 3, 2022
Series 2022B
Good Faith Deposit: \$23,700

Sale Date: February 7, 2022
10:30 a.m. A.M., Central Time
Max Interest Rate: []%

BIDDERS

	_____	_____	_____	_____
	_____	_____	_____	_____
GOOD FAITH DEPOSIT	—	—	—	—
INTEREST RATES:				
2023	_____%	_____%	_____%	_____%
2024	_____%	_____%	_____%	_____%
2025	_____%	_____%	_____%	_____%
2026	_____%	_____%	_____%	_____%
2027	_____%	_____%	_____%	_____%
2028	_____%	_____%	_____%	_____%
2029	_____%	_____%	_____%	_____%
2030	_____%	_____%	_____%	_____%
2031	_____%	_____%	_____%	_____%
2032	_____%	_____%	_____%	_____%
2033	_____%	_____%	_____%	_____%
TOTAL INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____
PREMIUM:	\$ (_____)	\$ (_____)	\$ (_____)	\$ (_____)
DISCOUNT:	\$ _____	\$ _____	\$ _____	\$ _____
NET INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____
TRUE INTEREST COST:	_____%	_____%	_____%	_____%

EXHIBIT B-1

(BID OF PURCHASER—SERIES 2022A)

EXHIBIT B-2

(BID OF PURCHASER—SERIES 2022B)

ORDINANCE NO. []

OF

THE CITY OF TONGANOXIE, KANSAS

PASSED

FEBRUARY 7, 2022

**GENERAL OBLIGATION BONDS
SERIES 2022A**

**TAXABLE GENERAL OBLIGATION
REFUNDING BONDS
SERIES 2022B**

ORDINANCE NO. [____]

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2022A, AND TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022B, OF THE CITY OF TONGANOXIE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

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

WHEREAS, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the Council of the City (the “Governing Body”) has caused the following improvements (the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Ord. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Main interceptor sewer improvements	1492	K.S.A. 12-618 <i>et seq.</i>	\$2,133,171

; and

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

WHEREAS, the City heretofore issued and has outstanding Taxable General Obligation Refunding Bonds, Series 2013A, dated January 29, 2013, maturing in the years 2023 to 2033 (the “Refunded Bonds”) and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

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

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$1,060,000 of its general obligation bonds, together with bid premium thereon, to pay costs the Improvements and retire certain temporary notes that financed costs of the Improvements, \$1,185,000 of its general obligation bonds, together with bid premium thereon, to pay the costs to refund the Refunded Bonds; and

WHEREAS, the Governing Body has advertised the sale of the foregoing bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such bonds to the best bidders.

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

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

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 12-618 *et seq.*, and K.S.A. 10-427 *et seq.*, all as amended and supplemented from time to time.

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

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

“Bonds” means, jointly, the Series 2022A Bonds and the Series 2022B Bonds.

“City” means the City of Tonganoxie, Kansas.

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

“Governing Body” means the Council of the City.

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

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

“Refunded Bonds” means the Series 2013A Bonds maturing in the years 2023 to 2033, inclusive, in the aggregate principal amount of \$1,125,000.

“Refunded Notes” means the Series 2021A Notes maturing in the year 2022, in the aggregate principal amount of \$975,000.

“Series 2013A Bonds” means the Issuer's Taxable General Obligation Refunding Bonds, Series 2013A, dated January 29, 2013.

“Series 2021A Notes” means the Issuer's General Obligation Temporary Notes, Series 2021A, dated March 4, 2021.

“Series 2022A Bonds” means the Issuer's General Obligation Bonds, Series 2022A, dated March 3, 2022, authorized and issued by the Issuer pursuant to this Ordinance

“Series 2022B Bonds” means the Issuer's Taxable General Obligation Refunding Bonds, Series 2022B, dated March 3, 2022, authorized and issued by the Issuer pursuant to this Ordinance.

“State” means the State of Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2022A, of the City in the principal amount of \$1,060,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay a portion of the costs of issuance of the Bonds; and (c) retire the Refunded Notes. There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Refunding Bonds, Series 2022B, of the City in the principal amount of \$1,185,000, for the purpose of providing funds to: (d) refund the Refunded Bonds; and (e) pay a portion of the costs of issuance of the Bonds.

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

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

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

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

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

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

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

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

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PASSED by the Governing Body on February 7, 2022 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on February 7, 2022; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the *Tonganoxie Mirror* on February [____], 2022.

DATED: February 7, 2022.

Clerk

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(PUBLISHED IN THE *TONGANOXIE MIRROR* ON FEBRUARY [___], 2022)

SUMMARY OF ORDINANCE NO. [___]

On February 7, 2022, the governing body of the City of Tonganoxie, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2022A, AND TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022B, OF THE CITY OF TONGANOXIE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2022A Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The Series 2022B Bonds approved by the Ordinance are being issued in the principal amount set forth therein to refund certain general obligation bonds of the City and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 526 E. 4th St., Tonganoxie, Kansas 66086. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.tonganoxie.org.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: February 7, 2022.

City Attorney

RESOLUTION NO. [____]

OF

THE CITY OF TONGANOXIE, KANSAS

ADOPTED

FEBRUARY 7, 2022

**GENERAL OBLIGATION BONDS
SERIES 2022A**

**TAXABLE GENERAL OBLIGATION
REFUNDING BONDS
SERIES 2022B**

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EXHIBIT A – FORM OF BONDS A-1

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RESOLUTION NO. [____]

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2022A, AND TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022B, OF THE CITY OF TONGANOXIE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City Council (the “Governing Body”) of the City of Tonganoxie, Kansas (the “Issuer”) has heretofore passed the hereinafter defined Ordinance authorizing the issuance of its General Obligation Bonds, Series 2022A (the “Series 2022A Bonds”), and Taxable General Obligation Refunding Bonds, Series 2022B (the “Series 2022B Bonds,” and, with the Series 2022A Bonds, jointly, the “Bonds”); and

WHEREAS, said Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

ARTICLE I

DEFINITIONS

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

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 12-618 *et seq.*, and K.S.A. 10-427 *et seq.*, all as amended and supplemented from time to time.

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

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

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

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

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

“Bond 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.

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

“Bonds” means, jointly, the General Obligation Bonds, Series 2022A, and Taxable General Obligation Refunding Bonds, Series 2022B, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“City” means the City of Tonganoxie, Kansas.

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

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

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

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

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Bonds, Series 2022A and Taxable General Obligation Refunding Bonds, Series 2022B, created pursuant to **Section 501** hereof.

“Dated Date” means (a) regarding the Series 2022A Bonds, February 28, 2022; and (b) regarding the Series 2022B Bonds, dated March 3, 2022.

“Debt Service Account” means, jointly, the Debt Service Account-Series 2022A Bonds and Debt Service Account-Series 2022B Bonds.

“Debt Service Account—Series 2022A Bonds” means the account by that name created within the Bond and Interest Fund pursuant to *Section 501* hereof.

“Debt Service Account—Series 2022B Bonds” means the account by that name created within the Bond and Interest Fund pursuant to *Section 501* hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date of the Series 2022A Bonds, relating to certain obligations contained in the SEC Rule.

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

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

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

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

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

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

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

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

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

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

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

“Improvement Fund” means the Improvement Fund for General Obligation Bonds, Series 2022A created pursuant to *Section 501* hereof.

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

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

“Interest Payment Date(s)” means, (a) regarding the Series 2022A Bonds the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing September 1, 2022; and (b) regarding the Series 2022B Bonds the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2023.

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

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

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

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

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

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

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

(a) To the Issuer at:

526 E. 4th St., P.O. Box 326
Tonganoxie, Kansas 66086
Fax: (913) 845-9760

(b) To the Paying Agent at:

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

(c) To the Purchaser:

[]
[]
Fax:

(d) To the Rating Agency(ies):

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

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

Fitch Ratings
One State Street Plaza
New York, New York 10004

Kroll Bond Rating Agency
845 Third Avenue, 4th Floor
New York, New York 10022

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

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Bonds.

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

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

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

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

“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.

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

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

“Purchase Price” means (a) with respect to the Series 2022A Bonds, the principal amount of the Series 2022A Bonds plus accrued interest to the date of delivery[, plus a premium of \$[_____]], less an underwriting discount of \$[_____][, less an original issue discount of \$[_____]], and (b) with respect to the Series 2022B Bonds, the principal amount of the Series 2022B Bonds plus accrued interest to the date of delivery[, plus a premium of \$[_____]][, less an underwriting discount of \$[_____]][, less an original issue discount of \$[_____]].

“Purchaser” means (a) with respect to the Series 2022A Bonds, _____, the original purchaser of the Series 2022A Bonds, and any successor and assigns; and (b) with respect to the Series 2022B Bonds, _____, the original purchaser of the Series 2022B Bonds, and any successor and assigns.

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

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

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

“Redemption Fund” means the Redemption Fund for Refunded Bonds created pursuant to *Section 501* hereof.

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

“Refunded Bonds” means the Series 2013A Bonds maturing in the years 2023 to 2033, inclusive, in the aggregate principal amount of \$1,125,000.

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

“Refunded Bonds Redemption Date” means July 1, 2022.

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

“Refunded Notes” means the Series 2021A Notes maturing March 1, 2022, in the aggregate principal amount of \$975,000.

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

“Refunded Notes Resolution” means the resolution which authorized the Refunded Notes.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 213* hereof.

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

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Series 2013A Bonds” means the Issuer's Taxable General Obligation Refunding Bonds, Series 2013A, dated January 29, 2013.

“Series 2021A Notes” means the Issuer's General Obligation Temporary Notes, Series 2021A, dated March 4, 2021.

“Series 2022A Bonds” means the Issuer's General Obligation Bonds, Series 2022A, dated February 28, 2022, authorized and issued by the Issuer pursuant to the Ordinance

“Series 2022B Bonds” means the Issuer's Taxable General Obligation Refunding Bonds, Series 2022B, dated March 3, 2022, authorized and issued by the Issuer pursuant to the Ordinance.

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

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

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

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

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

[“**___ Term Bonds**” means the Bonds scheduled to mature in the year ____.]

[“**___ Term Bonds**” means the Bonds scheduled to mature in the year ____.]

[“**Term Bonds**” means collectively the [____] Term Bonds[, the [____] Term Bonds] and the [____] Term Bonds.]

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Series 2022A Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$1,060,000, for the purpose of providing funds to: (a) pay costs of the Improvements; (b) pay a portion of the costs of issuance of the Bonds; and (c) retire the Refunded Notes. The Series 2022B Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$1,185,000, for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay a portion of the costs of issuance of the Bonds.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine.

All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS—SERIES 2022A BONDS

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2023	\$100,000	[]%	2028	\$105,000	[]%
2024	100,000	[]%	2029	110,000	[]%
2025	105,000	[]%	2030	110,000	[]%
2026	105,000	[]%	2031	110,000	[]%
2027	105,000	[]%	2032	110,000	[]%

[TERM BONDS—SERIES 2022A BONDS

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
20__	\$_____	_____%]

SERIAL BONDS—SERIES 2022B BONDS

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2023	\$95,000	[]%	2029	\$110,000	[]%
2024	105,000	[]%	2030	115,000	[]%
2025	100,000	[]%	2031	110,000	[]%
2026	105,000	[]%	2032	115,000	[]%
2027	110,000	[]%	2033	115,000	[]%
2028	105,000	[]%			

[TERM BONDS—SERIES 2022B BONDS

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
20__	\$_____	_____%]

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

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

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the

Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered 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 Bond Registrar 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, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and 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; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds

to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar 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 and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated January 19, 2022, is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Series 2022A Bonds maturing on September 1 in the years 2031, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2030, and thereafter, as a whole or in part (selection of maturities and the amount of Series 2022A Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

The 2022B Bonds are not subject to optional redemption prior to Stated Maturity.

[**Mandatory Redemption.** (a) [] *Term Bonds.*] The [] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	*

*Final Maturity

(b) [] *Term Bonds.* The [] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	[]*

*Final Maturity]

(c) 20__ *Term Bonds.*] The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall

be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such 20__ Term Bonds:

<u>Principal Amount</u> \$	<u>Year</u>
	20__*

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

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

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

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

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

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

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

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

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

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

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice

from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the

Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

- (a) Improvement Fund for General Obligation Bonds, Series 2022A.
- (b) Redemption Fund for Taxable General Obligation Refunding Bonds, Series 2022B.
- (c) Debt Service Account for General Obligation Bonds, Series 2022A (within the Bond and Interest Fund).
- (d) Debt Service Account for Taxable General Obligation Refunding Bonds, Series 2022B (within the Bond and Interest Fund).
- (e) Costs of Issuance Account for General Obligation Bonds, Series 2022A and Taxable General Obligation Refunding Bonds, Series 2022B.

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

Section 502. Deposit of Bond Proceeds. (a) The net proceeds received from the sale of the Series 2022A Bonds shall be deposited simultaneously with the delivery of the Series 2022A Bonds as follows:

(1) All accrued interest and excess proceeds, if any, received from the sale of the Series 2022A Bonds shall be deposited in the Debt Service Account—Series 2022A Bonds.

(2) The sum of \$_____ shall be deposited in the Costs of Issuance Account.

(3) The remaining balance of proceeds derived from the sale of the Series 2022A Bonds (\$_____) shall be deposited in the Improvement Fund.

(b) The net proceeds received from the sale of the Series 2022B Bonds shall be deposited simultaneously with the delivery of the Series 2022B Bonds as follows:

(1) All accrued interest and excess proceeds, if any, from the sale of the Series 2022B Bonds shall be deposited in the Debt Service Account—Series 2022B Bonds.

(2) The sum of \$_____ shall be deposited in the Costs of Issuance Account.

(3) The remaining balance of the proceeds derived from the sale of the Series 2022B Bonds (\$_____) shall be deposited in the Redemption Fund.

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

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution.

Moneys in the Improvement Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on March 1, 2022.

Any moneys remaining in the Improvement Fund not needed to retire the Refunded Notes or pay costs of the Improvements shall be transferred to the Debt Service Account-Series 2022A Bonds.

Section 504. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Bonds Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Bonds on the Refunded Bonds Redemption Date. The Clerk is authorized to provide appropriate notice of redemption in accordance with the Refunded Bonds Resolution authorizing the issuance of such Refunded Bonds, and such notice is hereby ratified and approved. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Bonds shall be transferred to the Debt Service Account—Series 2022B Bonds.

Section 505. Application of Moneys in the Debt Service Account. (a) All amounts paid and credited to the Debt Service Account—Series 2022A Bonds shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Series 2022A Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account—Series 2022A Bonds sums sufficient to pay both principal or Redemption Price of and interest on the Series 2022A Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Series 2022A Bonds are no longer entitled to enforce payment of the Series 2022A Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Series 2022A Bonds entitled to payment from such moneys.

(b) All amounts paid and credited to the Debt Service Account—Series 2022B Bonds shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Series 2022B Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account—Series 2022B Bonds sums sufficient to pay both principal or Redemption Price of and interest on the Series 2022B Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Series 2022B Bonds are no longer entitled to enforce payment of the Series 2022B Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Series 2022B Bonds entitled to payment from such moneys.

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

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the

purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds shall be credited to the Debt Service Account.

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than 30 days prior to the first Interest Payment Date, shall be apportioned and transferred to the respective Debt Service Accounts in amounts corresponding to the Series 2022A Bond and Series 2022B Bond proceeds deposited in the Cost of Issuance Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon.

No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

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

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Series 2022A Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Administrative and Financial Services are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for

and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Series 2022A Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

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

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1005. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, teletypes, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and

other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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

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

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

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ADOPTED by the Council on February 7, 2022.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on February 7, 2022, as the same appears of record in my office.

DATED: February 7, 2022.

Clerk

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EXHIBIT A
(FORM OF [SERIES 2022A][SERIES 2022B] BONDS)

**REGISTERED
NUMBER** __

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the 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 to 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.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF LEAVENWORTH
CITY OF TONGANOXIE
[TAXABLE] GENERAL OBLIGATION [REFUNDING] BOND
[SERIES 2022A] [SERIES 2022B]**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date:** [February 28][March 3], 2022

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Tonganoxie, in the County of Leavenworth, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing [September 1, 2022][March 1, 2023] (the “Interest Payment Dates”), until the Principal Amount has been paid.

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

Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

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

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “[Taxable] General Obligation [Refunding] Bonds, [Series 2022A][Series 2022B],” aggregating the principal amount of \$1,060,000[\$1,185,000] (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including [K.S.A. 12-618 *et seq.*],[K.S.A. 10-427 *et seq.*], as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

Redemption Prior to Maturity. The Bonds are [not] subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments

or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

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

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

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

CITY OF TONGANOXIE, KANSAS

(Facsimile Seal)

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of [Taxable] General Obligation [Refunding] Bonds, [Series 2022A][Series 2022B], of the City of Tonganoxie, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

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

By _____

Registration Number: _____

LEGAL OPINION

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

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

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

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF TONGANOXIE, KANSAS
HELD ON FEBRUARY 7, 2022**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 2022C, dated March 3, 2022, of the City had been received. A tabulation of the bids is set forth as *Exhibit A* hereto.

The governing body reviewed and considered the bids and it was found and determined that the bid of [_____], was the best bid for the Notes, a copy of which is attached hereto as *Exhibit B*.

Councilmember _____ moved that the bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of the bid and the terms specified in the Notice of Note Sale. The motion was seconded by Councilmember _____. The motion was carried by a vote of the governing body as follows:

Yea: _____.

Nay: _____.

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2022C, OF THE CITY OF TONGANOXIE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____, and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

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

(SEAL)

Clerk

**EXHIBIT A
BID TABULATION**

**\$2,865,000* CITY OF TONGANOXIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES**

Dated: March 3, 2022
Series 2022C
Good Faith Deposit: \$57,300

Sale Date: February 7, 2022
10:30 A.M., Central Time
Max Interest Rate: [_____]%

BIDDERS

	_____	_____	_____	_____
	_____	_____	_____	_____
GOOD FAITH DEPOSIT/SURETY BOND	—	—	—	—
INTEREST RATES: 2023	_____ %	_____ %	_____ %	_____ %
TOTAL INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____
PREMIUM:	\$(_____)	\$(_____)	\$(_____)	\$(_____)
[DISCOUNT:]	\$ _____	\$ _____	\$ _____	\$ _____
NET INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____
TRUE INTEREST COST:	_____ %	_____ %	_____ %	_____ %

EXHIBIT B
(BID OF PURCHASER)

RESOLUTION NO. []

OF

THE CITY OF TONGANOXIE, KANSAS

ADOPTED

FEBRUARY 7, 2022

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2022C**

RESOLUTION

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RESOLUTION NO. [____]

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2022C, OF THE CITY OF TONGANOXIE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

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

<i>Project Description</i>	<i>Res. No.</i>	<i>Authority (K.S.A.)</i>	<i>Estimated Cost</i>
Public water supply system improvements	08-21-01 and 01-22-02	65-163d <i>et seq.</i>	\$3,000,000

; and

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

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

WHEREAS, none of such temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay costs of the Improvements; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay costs of the Improvements; and

WHEREAS, the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the City on this date, awarded the sale of such Notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$2,865,000* to pay costs of the Improvements.

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

ARTICLE I

DEFINITIONS

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

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 65-163d *et seq.*, all as amended and supplemented from time to time.

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

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

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

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

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

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

“City” means the City of Tonganoxie, Kansas.

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

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

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

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

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2022C created pursuant to **Section 501** hereof.

“Dated Date” means March 3, 2022.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2022C (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

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

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

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

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

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

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

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

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

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

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

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

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 2022C created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

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

“Interest Payment Date(s)” means the Maturity of the Note.

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

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

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

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

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

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

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

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

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

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

“Notes” means the General Obligation Temporary Notes, Series 2022C, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

526 E. 4th St., P.O. Box 326,
Tonganoxie, Kansas 66086
Fax: (913) 845-9760

(b) To the Paying Agent at:

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

(c) To the Purchaser:

[]
[]
Fax: []

(d) To the Rating Agency(ies):

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

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

Fitch Ratings
One State Street Plaza
New York, New York 10004

Kroll Bond Rating Agency
845 Third Avenue, 4th Floor
New York, New York 10022.

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Notes.

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

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

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

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

“**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.

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

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

“**Purchase Price**” means the principal amount of the Notes plus accrued interest to the date of delivery[, plus a premium of \$ _____][, less an underwriting discount of \$ _____][, less an original issue discount of \$ _____].

“**Purchaser**” means [_____], the original purchaser of the Notes, and any successors and assigns.

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

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

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

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

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* hereof.

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

“Securities Depository” means, initially, DTC, and its successors and assigns.

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

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

“State” means the state of Kansas.

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

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

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

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2022C, of the Issuer in the principal amount of \$2,865,000*, for the purpose of providing funds to: (a) pay costs of the Improvements; and (b) pay Costs of Issuance.

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 shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, without option of prior redemption and payment, and shall bear interest at the rates per annum as follows:

Stated Maturity <u>March 1</u> 2023	Principal <u>Amount</u> \$2,865,000*	Annual Rate <u>of Interest</u> []%
--	---	--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

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

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

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

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

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

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

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

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered 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 Note Registrar 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, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar

authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and 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; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar 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 and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith

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

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated January 19, 2022, is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and JRule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. No Redemption of Notes. The Notes shall not be subject to optional redemption and payment prior to their Stated Maturity.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

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

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2022C.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2022C.
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2022C.

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

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

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

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of paying costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer.

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

Section 504. Substitution of Improvements; Reallocation of Proceeds.

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

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

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

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

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings

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

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

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any

right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

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

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

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

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

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner.

Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

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

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

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

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

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

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution or ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of

the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

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

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

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

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

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

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

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

Section 1005. Electronic Transactions. The transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

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

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

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

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ADOPTED by the governing body of the Issuer on February 7, 2022.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on February 7, 2022, as the same appears of record in my office.

DATED: February 7, 2022.

Clerk

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**EXHIBIT A
(FORM OF NOTES)**

**REGISTERED
NUMBER _____**

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the 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 to 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.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF LEAVENWORTH
CITY OF TONGANOXIE
GENERAL OBLIGATION NOTE
SERIES 2022C**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: March 3, 2022**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Tonganoxie, in the County of Leavenworth, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of a payment to Cede & Co. by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15

days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

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

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2022C,” aggregating the principal amount of \$2,865,000* (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. 65-163d *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

Redemption Prior to Maturity. The Notes are **not** subject to redemption prior to maturity.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. **EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN**

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

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

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

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

CITY OF TONGANOXIE, KANSAS

(Facsimile Seal)

By: _____
(manual or facsimile)
Mayor

ATTEST:

By: _____
(manual or facsimile)
Clerk

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

(Facsimile Seal)

By: _____
(manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2022C, of the City of Tonganoxie, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

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

By: _____

Registration Number: _____

LEGAL OPINION

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

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

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

Dated _____

Name

Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF LEAVENWORTH)

The undersigned, Clerk of the City of Tonganoxie, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of March 3, 2022.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
(facsimile)
Treasurer of the State of Kansas

RESOLUTION NO. 02-22-03

A RESOLUTION APPROVING AND AUTHORIZING GRANT OF UTILITY EASEMENT TO KANSAS GAS SERVICE.

WHEREAS, the City of Tonganoxie, Kansas (the "City") owns certain real property within the Tonganoxie Business Park (the "Property");

WHEREAS, Kansas Gas Service, a division of ONE Gas, Inc., an Oklahoma corporation ("KGS"), has requested a ten-foot (10') wide easement on the Property to install a replacement gas main;

WHEREAS, the replacement gas main is necessary to upgrade service to the Tonganoxie Business Park in order to accommodate development within the Business Park; and

WHEREAS, the Governing Body has determined that it is advisable to grant the Utility Easement, attached hereto as **Exhibit A** (the "Easement"), to KGS.

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

Section 1. The Governing Body hereby approves the Easement in substantially the form attached hereto.

Section 2. The Mayor is hereby authorized to execute the Easement on behalf of the City, and the City Manager and other officials and representatives of the City are hereby further authorized and directed to take such actions and to execute any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

[Remainder of page intentionally left blank; signature page follows.]

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE,
KANSAS, AND APPROVED BY THE MAYOR ON THIS 7TH DAY OF
FEBRUARY, 2022.**

SEAL

David Frese, Mayor

ATTEST:

Daniel Porter, Acting City Clerk

EXHIBIT A

EASEMENT

[To be attached.]

AFTER RECORDING, PLEASE RETURN TO:

Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Attn: Anna M. Krstulic

(Space above reserved for Recorder of Deeds certification)

1. Title of Document: Utility Easement
2. Date of Document: _____, 202__
3. Grantor: City of Tonganoxie, Kansas, a Kansas municipal corporation
526 E. 4th Street, Tonganoxie, Kansas 66086
4. Grantee: Kansas Gas Service, a division of ONE Gas, Inc., an Oklahoma
corporation
501 SW Gage Boulevard, Topeka, Kansas 66606
5. Legal Description: See **Exhibit A** and **Exhibit B**
6. Reference: Document No. 2018P00002

UTILITY EASEMENT

THIS UTILITY EASEMENT (this "Easement") is granted as of _____, 202__ by the CITY OF TONGANOXIE, KANSAS, a Kansas municipal corporation, with an address of c/o City Manager, City Hall, 526 E. 4th Street, Tonganoxie, Kansas 66086 ("Grantor"), to KANSAS GAS SERVICE, a division of ONE Gas, Inc., an Oklahoma corporation, with an address of 501 SW Gage Boulevard, Topeka, Kansas 66606 ("Grantee").

For and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement to lay, construct, maintain, alter, inspect, repair, replace, relocate, operate and remove a pipe line or lines, service taps, distribution facilities, valves, regulators and other equipment appurtenant thereto for the transportation and distribution of natural gas in, under, upon, across, over and through the following tract of land lying, being and situate in the City of Tonganoxie, Leavenworth County, Kansas, to-wit:

That certain real property legally described on **Exhibit A** (the "Property"), and the easement area is legally described on **Exhibit B** and depicted on **Exhibit C** (the "Easement Area"), which **Exhibits A, B** and **C** shall be deemed fully incorporated into this Easement as if included herein.

Grantee shall have the right of ingress to and egress from the Easement Area over any portion of the Property lying between the Easement Area and public right-of-way for the purposes described above. In exercising its right of access, Grantee shall, whenever practicable, use existing roads or lanes.

Grantee shall lay pipe line(s) at a minimum depth of two and one-half feet (2.5') below the surface of the Easement Area.

Grantee shall have the right to clear and keep clear brush, trees, shrubbery, roots, buildings and other obstructions in the Easement Area which, in Grantee's reasonable judgment, may interfere with the safe, proper and expeditious use of this Easement for the purposes described herein.

Grantor hereby covenants and agrees that it shall not, without Grantee's prior written consent, which consent shall not be unreasonably withheld, delayed or denied: (a) create, build, erect or construct any building, structure, or any other obstruction (except grass, shrubs, and fences) on, over or within the Easement Area; and (b) after pipe line(s) are in place, change the topography of the terrain over the pipe line(s) within the Easement Area.

Grantee shall, as soon as practicable following any activities authorized by this Easement, repair any damage to the Easement Area and/or the Property outside the Easement Area and restore the same to a reasonably neat and presentable condition. Grantee shall indemnify and hold harmless the Grantor from and against any and all liability which may result from Grantee's use of this Easement, including reasonable attorney's fees and costs. This indemnity shall survive any termination of this Easement.

This Easement shall be deemed to run with the land and shall be binding on and inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns. If any provision of this Easement shall be held invalid, inoperative or unenforceable, the remainder of this instrument shall not be affected thereby.

The rights granted herein shall not be construed to interfere with or restrict Grantor from the use of the Property, so long as no such activity by Grantor shall impair Grantee's rights as granted hereunder.

[Remainder of page intentionally left blank; signature page follows.]

IN TESTIMONY WHEREOF, Grantor has hereunto set its hand and seal this _____ day of _____, 202__.

Grantor:

CITY OF TONGANOXIE, KANSAS

David Frese, Mayor

STATE OF KANSAS)
) SS.
COUNTY OF LEAVENWORTH)

This instrument was acknowledged before me on _____, 202__ by David Frese, as Mayor of the City of Tonganoxie, Kansas.

Notary Public in and for said County and State

Print or Type Name

My appointment expires: _____

Exhibit A

Legal Description of the Property

Lots 2 and 3, TONGANOXIE BUSINESS PARK, a subdivision of land in the City of Tonganoxie, Leavenworth County, Kansas, according to the recorded plat thereof.

Exhibit B

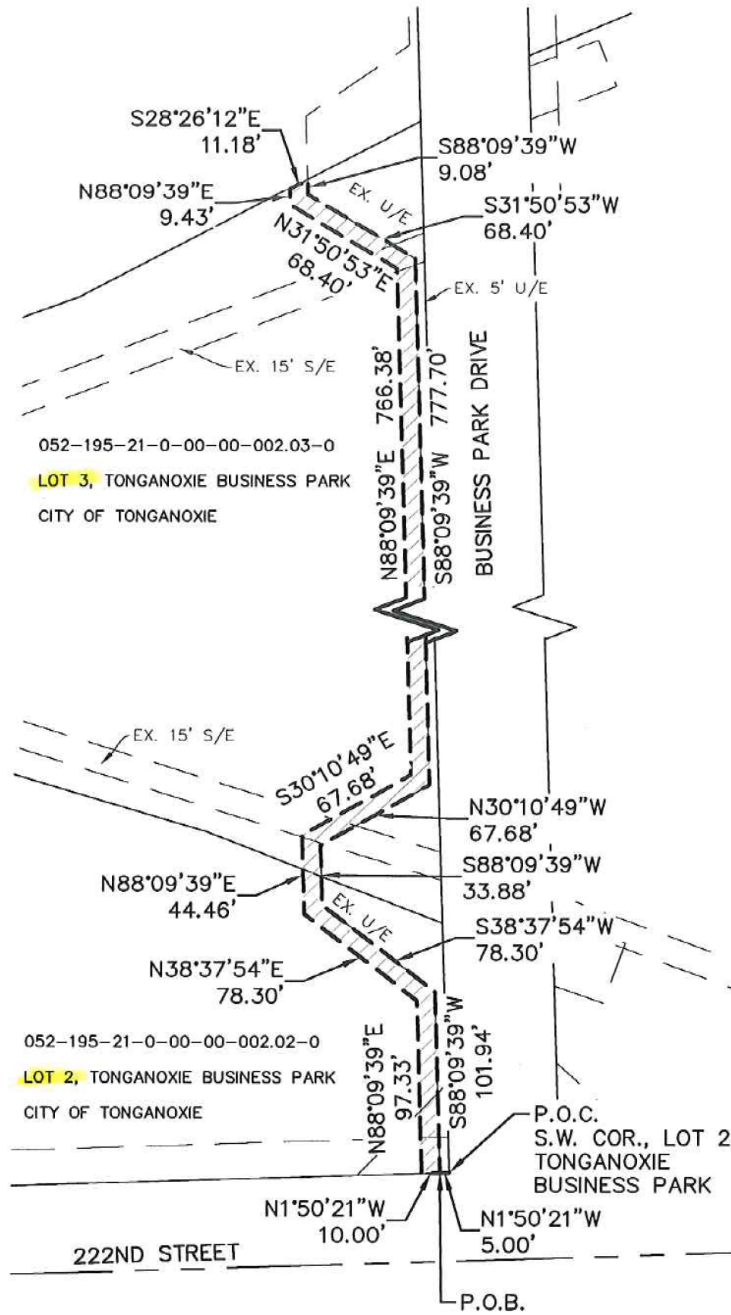
Legal Description of the Easement Area

A tract of land being 10.00 feet in width, being a part of Lots 2 and 3, Tonganoxie Business Park, a subdivision of land in the City of Tonganoxie, Leavenworth County, Kansas, adjoining the North line of an existing utility easement dedicated with said Tonganoxie Business Park, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 2; thence North 1 degree 50 minutes 21 seconds West, along the West line of said Lot 2, a distance of 5.00 feet to the point of beginning; thence continuing North 1 degree 50 minutes 21 seconds West, a distance of 10.00 feet; thence North 88 degrees 09 minutes 39 seconds East, a distance of 97.33 feet; thence North 38 degrees 37 minutes 54 seconds East, a distance of 78.30 feet; thence North 88 degrees 09 minutes 39 seconds East, a distance of 44.46 feet; thence South 30 degrees 10 minutes 49 seconds East, a distance of 67.68 feet; thence North 88 degrees 09 minutes 39 seconds East, a distance of 766.38 feet; thence North 31 degrees 50 minutes 53 seconds East, a distance of 68.40 feet; thence North 88 degrees 09 minutes 39 seconds East, a distance of 9.43 feet to a point on the East line of said Lot 3; thence South 28 degrees 26 minutes 12 seconds East, along the East line of said Lot 3, a distance of 11.18 feet; thence South 88 degrees 09 minutes 39 seconds West, a distance of 9.08 feet; thence South 31 degrees 50 minutes 53 seconds West, a distance of 68.40 feet; thence South 88 degrees 09 minutes 39 seconds West, a distance of 777.70 feet; thence North 30 degrees 10 minutes 49 seconds West, a distance of 67.68 feet; thence South 88 degrees 09 minutes 39 seconds West, a distance of 33.88 feet; thence South 38 degrees 37 minutes 54 seconds West, a distance of 78.30 feet; thence South 88 degrees 09 minutes 39 seconds West, a distance of 101.94 feet to the point of beginning, containing 11,345 square feet, more or less.

Exhibit C

Depiction of the Easement Area



SCALE: 1"=100'



CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS
122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635
14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-6904



Office of the City Manager
AGENDA STATEMENT

DATE: February 7, 2022
TO: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Resolution 02-22-04: Award of Bid and Approval of Contract with SlideRite, Inc. for 2022 Water Park Slides and Elevated Resurfacing Project

DISCUSSION:

The City of Tonganoxie issued a request for proposals for Water Park Slides and Elevated Resurfacing Project on January 26, 2022. Submissions were required by February 3, 2022 and staff received 2 complete submissions before the deadline.

As outlined in the request for proposals, the submissions were evaluated according to the following criteria:

1. Qualifications of key personnel, including subcontractors
2. Understanding of the City's needs and services to be provided
3. Demonstrated ability to complete the work in the timeframe required and procure necessary commodities
4. Project approach/plan
5. Responsiveness to the RFP
6. Cost of Fees for Services

The results of the evaluation and the price comparison of the 2 submittals are listed for reference. Staff recommend acceptance of the quote from SlideRite, Inc., which was the highest rated and lowest-cost submittal. Draft Resolution 02-22-04 provides for the approval of the Construction & Technical Services Agreement for the 2022 Water Park Slides and Elevated Resurfacing Project.

Firm	Evaluation Score	Cost (\$) Base	Cost (\$) Add Alternate 1	Cost (\$) Total
SlideRite, Inc	86 / 100	67,000.00	7,500.00	74,500.00
SlidePros	76 / 100	74,241.00	4,200.00	78,441.00

BUDGET IMPACT:

The 2022 Budget included \$50,000 in funding from the proceeds from the ¾ cent Infrastructure Sales Tax collections to fund the completion of resurfacing activities at the City’s water park. As the proposed contract amount for the base bid and add alternate is more than the originally projected level of expenditures, the City would be required to commit more resources from available reserve funds in the City’s Capital Projects Fund. The following projection demonstrates a comparison of the resulting projected funds on hand for the City’s Capital Projects Fund depending on the decision of whether to proceed with the base & add-alternate parts of the project.

Fund 360 - Capital Projects Fund Scenario Comparison	Scenario 1 - Completing 2022 Water Park Slides Resurfacing Project	Scenario 1 - <u>Not</u> Completing 2022 Water Park Slides Resurfacing Project
2022 Starting Fund Balance	1,049,613	1,049,613
2022 Projected Revenues		
Sales and Use Tax - Share of County Tax	550,000	550,000
Transfers In From Other Funds	154,100	154,100
Total Resources	1,753,712.74	1,753,712.74
2022 Projected Expenditures		
Church Street Bridge Replacement Project Remaining Costs - Updated 1/202	648,670	648,670
Annual Debt Service - Street Sweeper	23,000	23,000
Miscellaneous Projects and Equipment	10,000	10,000
Water Park Slides & Structures Resurfacing Project Base & Add-Alternate 1	74,500	0
Total Expenditures	756,170.00	681,670.00
2022 Projected Ending Fund Balance	997,543	1,072,043

As demonstrated, the City’s Capital Projects Fund is anticipated to have a significant amount of funds still available at the end of the 2022 fiscal year with the completion of all other planned projects (based on current project cost estimates) **and** the approval of the scope of work for the Base Bid and Add-Alternate 1 for this project.

In order to achieve mobilization cost savings and protect the quality and integrity of the various elevated structures in the Tonganoxie Water Park staff recommend the approval of a contract to complete both the Base Bid and the Add-Alternate 1 scopes of work. **A budget amendment for the Capital Projects Fund would become necessary if this project proceeds and if the bid results of the Church Street Bridge project reach or exceed the construction cost & contingency included in the most recent EOPC from BG Consultants dated 01-14-2022.** Staff will continue to closely monitor the Capital Projects Fund budget authority and fund balance levels through the rest of the fiscal year.

ACTION NEEDED:

Make a motion to approve Resolution 02-22-04: Award of Bid and Approval of Contract with SlideRite, Inc. for 2022 Water Park Slides and Elevated Resurfacing Project for an amount not to exceed \$74,500.

ATTACHMENTS:

Resolution 02-22-04: Award of Bid and Approval of Contract with SlideRite, Inc. for 2022 Water Park Slides and Elevated Resurfacing Project

cc: George Brajkovic, City Manager

RESOLUTION NO. 02-22-04

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE CONSTRUCTION & TECHNICAL SERVICES AGREEMENT (2022 WATER PARK SLIDES AND ELEVATED STRUCTURES RESURFACING PROJECT) BETWEEN THE CITY OF TONGANOXIE, KANSAS AND SLIDRITE, INC.

WHEREAS, SlideRite Inc., a Colorado corporation ("Contractor"), desires to provide Water Park slides and structures rehabilitation services (resurfacing) at the Tonganoxie Water Park located at 221 South Main Street, Tonganoxie, Kansas (the "Project");

WHEREAS, the Project would promote the public good, health, and welfare within the City of Tonganoxie, Kansas (the "City"); and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Construction & Technical Services Agreement (2022 Water Park Slides and Elevated Structures Resurfacing Project), attached hereto as **Exhibit A** (the "Contract"), with Contractor.

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

Section 1. That the Governing Body hereby approves the Contract in substantially the form attached hereto.

Section 2. That the City Manager is hereby authorized to execute in the name of the City, the Contract, and any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE,
KANSAS, AND APPROVED BY THE MAYOR ON THIS 7th DAY OF FEBRUARY
2022.**

SEAL

David Frese, Mayor

ATTEST:

Daniel Porter, Acting City Clerk

EXHIBIT A

**Construction & Technical Services Agreement (2022 Water Park Slides and
Elevated Structures Resurfacing Project)**

[To be attached.]



**CITY OF TONGANOXIE
REQUEST FOR PROPOSAL
to provide
Water Park Slides and Structures Resurfacing
Issued: January 19, 2022**

Submit completed proposal to:

**City of Tonganoxie
P.O. Box 326
Tonganoxie, KS 66086**

**Or Deliver to:
Tonganoxie City Hall
526 E 4th Street
Tonganoxie, KS 66086**

Instructions and Administrative Requirements

I. ISSUING AGENCY

This Request for Proposal (RFP) is issued by the City of Tonganoxie, KS, subsequently referred to as the “City”.

II. WATER PARK SLIDES AND STRUCTURES RESURFACING REQUEST FOR PROPOSAL (RFP) SPECIFICATIONS

To contract with the City of Tonganoxie, respondents must be an established legal entity, which includes possessing a Federal Tax Identification Number, as required by IRS regulations.

III. PROCUREMENT SCHEDULE

The following time table will be utilized for the awarding of a contract.

- | | |
|---|--|
| 1. RFP advertised | Wednesday, January 19, 2022 |
| 2. Deadline for final inquiries | Friday, January 28, 2022 by 4:00 p.m. |
| 3. Answers to respondents’ inquiries released | Monday, January 31, 2022 by 4:00 p.m. |
| 4. Deadline for proposal submissions | Thursday, February 3, 2022 by 2:00 p.m. |
| 5. Potential Selection & Contract Award | Monday, February 7, 2022 |

IV. GENERAL INSTRUCTIONS

A. Respondent’s Inquiries

All respondent inquiries are due on Monday, January 28, at 4 p.m. and should be directed to Public Works Director Kent Heskett, preferably via email at kheskett@tonganoxie.org. You may also call 913-208-6590. No inquiries, written or oral, will be accepted after this date.

In order for all potential Contractors to be treated equally, all questions regarding the Request for Proposal process and the responses made by the City of Tonganoxie will be made available to all respondents on the City’s RFP webpage. Written responses to questions received through the deadline will be provided to all interested parties online at www.tonganoxie.org no later than Monday, January 31, 2022.

The City will allow any interested parties to make an appointment to personally inspect the Water Park facilities and complete measurements. Please contact the Public Works Director to reserve a time to view the facility.

B. Deadline & Instructions for Submittal

All proposal documents must be completed and received no later than **2:00 p.m. February 3, 2022** at the following address:

City of Tonganoxie
Attn: Dan Porter,
Assistant City Manager
P.O. Box 326
Tonganoxie, Kansas 66086

The City reserves the right to request additional written or oral information to clarify all written statements of qualifications or proposals

C. Format

Proposal documents may be submitted in any reasonable format, as long as all information requested is included. See “Submittal Requirements” below.

Proposers shall submit **one (1) written copy of the original proposal**. One (1) electronic copy of the original proposal is also preferred but not required.

D. Period of Performance

The period of performance for contracts issued as a result of this RFP process will be within a period ranging from February 8, 2022 to May 1, 2022. The Water Park facility must be fully available for filling pools with water on May 2, 2022. Payment will be scheduled upon completion of the scope of work.

E. Conditions of Proposal

Content of the proposal will become part of any final agreement for service. Commitments of submitted proposals must be valid for a period of thirty (30) days.

Guidelines for Respondents

V. Introduction

The City is soliciting proposals from qualified firms able to complete Water Park slides and structures rehabilitation services (resurfacing) according to the stated requirements included in this RFP.

VI. General Information

The City of Tonganoxie operates the Tonganoxie Water Park facility located at 221 S Main St, Tonganoxie, KS 66086. The facility was constructed in 2008 and includes two large water slides, spray ground, zero-depth entry main pool, toddler pool, a full bathhouse, and a large water area for recreational and fitness activities. The Water Park is operated on a seasonal basis from Memorial Day weekend through Labor Day weekend each year.

VII. Services Required

The following services are to be provided to the City of Tonganoxie:

A. Resurfacing Specifications

The City has worked with the manufacturer to develop the attached project specifications, which offer technical descriptions of the technique and components necessary to complete the requested Water Park slides and structures rehabilitation services (resurfacing). The detailed specifications can be found as an attachment. Please note that the project scope contains specifications for the base bid (generally described as the 2 water slides and the slide support structure) and specifications for an add-alternate bid for other elevated structures in the Water Park facility.

B. Mandatory Inspections

The City requires 3 mandatory inspection meetings with attendance of the contractor and City staff or pool manufacturer representatives as part of the completion of this project. The first meeting, considered to be the Preconstruction Meeting, will take place prior to the issuance of a notice to proceed for the project. The second meeting, the Pre-Installation Meeting, will include an on-site inspection of the surface preparation techniques and take place prior to the field application of coating systems. The third required inspection, the Post-Application Meeting, will occur after the completion of coating application and clean-up activities. The third meeting must be scheduled prior to April 30, 2022. Finally, the contract will also include the requirement for a 1-year inspection post-completion.

VIII. Submittal Requirements

All submissions must respond completely with all information requested in the submission requirements. Incomplete or omitted information will be considered unresponsive.

The following information shall be required in the RFP submittal:

1. Letter of Transmittal, to include:

- a) Company name, address and telephone number(s) of the firm submitting the proposal.
- b) Employer identification number.
- c) Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.

- d) Provide a statement which includes the language “proposal and cost schedule shall be valid and binding for thirty (90) days following proposal due date and will become part of the contract that is negotiated with the City.”

2. General Vendor Information, to include:

- a) Length of time in business.
- b) Total number of clients and total number of public sector clients.
- c) Number of full-time personnel in the firm’s staff. Identify names of key personnel who will work directly with City staff. Summarize the experience and technical expertise of these staff.
- d) Location of office that would service our account.

General vendor information must be provided for the responding vendor and all subcontractors proposed with the submission.

3. Prior Experience - Describe prior related experience of the respondent and any subcontractors.

4. Project Plan - The proposal should set forth a general project plan and schedule, including an explanation of the methodology to be followed to perform the services required in the request for proposals. Each proposal should detail the approach to be taken to the extent possible.

5. References - Provide the name, title, and contact information of three (3) references of clients for whom the respondent have provided similar services. Please provide information referencing the services provided, facility size, and the date you have provided services to this client.

References must be provided for the responding vendor and all subcontractors proposed with the submission.

6. Fees for Services – Provide the firm’s all-inclusive maximum fee for the requested work in this proposal. The fees for services should contain separate maximum fees for completing the work included in the base bid (generally described as the 2 water slides and the slide support structure) and for the add-alternate bid for the other elevated structures in the Water Park facility.

IX. Evaluation Criteria and Process

Staff will make a recommendation of award of the contract to the City Council for review. Staff will evaluate and rate each submittal based upon the following criteria:

1. Qualifications of key personnel, including subcontractors
2. Understanding of the City’s needs and services to be provided
3. Demonstrated ability to complete the work in the timeframe required and procure necessary commodities
4. Project approach/plan
5. Responsiveness to the RFP
6. Cost of Fees for Services

X. Contract

The City has a standard contract format for construction projects that will be provided to the preferred vendor prior to consideration for award of the project by the City Council. The City reserves the right to revise contract terms and conditions prior to contract signature.

XI. Inquiries

Inquiries regarding this RFP should be directed to:

Kent Heskett, Public Works Director

Phone: 913-208-6590 Email: kheskett@tonganoxie.org

XII. Right to Reject

The City of Tonganoxie reserves the right to reject any and all proposals and statements of qualifications and accepts no responsibility for the cost of proposal preparation. Respondents have no expectation or right to a contract with the City. The City of Tonganoxie is an equal opportunity employer and encourages all qualified individuals and firms to respond.

XIII. Enclosed Attachments

- 1. Base Bid and Add-Alternate 1 Project Scope Descriptions -**
- 2. Project Required Materials Specifications -**

Water Park Slides and Structures Rehabilitation Services (Resurfacing) Scope Description

The City desires bids and price quotes to be submitted reflecting a base bid component and an Add-Alternate 1 component, which allows the City to elect to proceed with only the base bid, the base bid and the add-alternate 1, or none of the submitted bids. A description of the project scope broken into the base bid and add-alternate 1 is as follows:

Base Bid -

Slide A Interior Gelcoat and Exterior Paint

Slide B Interior Gelcoat and Exterior Paint

Slide Tower Structural Steel and Supports Resurfacing

Add-Alternate 1 -

Shade Structures (3) Resurfacing

Mushroom Spray Feature Resurfacing

Spray Dish & Spray Features Resurfacing



Date: December 6, 2021
To: Taylor Buerky
From: Tim Fitzgerald
Subject: Tonganoxie Pool – Tonganoxie, KS
Activity: Overcoat Analysis
Customer: City of Tonganoxie

Tnemec Technical Service Preliminary Research Summary

PURPOSE / BACKGROUND INFORMATION

You have submitted samples that were reported to represent the coatings on exterior pool features at the Subject site. You have requested generic identification for all layers.

ANALYSES

Microscopic examination and FTIR spectral analysis were performed on the submitted samples.

Sample 1 “Slide Structure”

FTIR Spectral Analysis:

- The white material on the back of the sample appeared to be zinc corrosion products.
- The maroon front layer of the sample appeared to be acrylic polyurethane.

Sample 2 “Slide Structure Arm”

FTIR Spectral Analysis:

- The tan shavings appeared to be alkyd.

Sample 3 “Umbrella Structure”

FTIR Spectral Analysis:

- The red back layer of the sample appeared to be alkyd.
- The green second layer of the sample appeared to be modified epoxy with metallic pigment.
- The white third layer of the sample appeared to be polyester.
- The red fourth layer of the sample appeared to be alkyd.
- The white fifth layer of the sample appeared to be alkyd.
- The blue front layer of the sample appeared to be alkyd.

To: Taylor Buerky (039)
Subject: Tonganoxie Pool – Overcoat – Tonganoxie, KS
Page 2 of 2

Sample 4 “Mushroom Structure”

FTIR Spectral Analysis:

- The olive back layer of the sample appeared to be acrylic polyurethane.
- The gray middle layer of the sample appeared to be acrylic polyurethane.
- The red front layer of the sample appeared to be acrylic polyurethane.

If other information becomes available, or if other forms of assistance are required, please let us know.

Best Regards,



Tim Fitzgerald
Senior Technical Service Representative
NACE Certified Coating Inspector Certification #19563
Tnemec Co., Inc.



PRODUCT GUIDE SPECIFICATION

SECTION 09 96 00

HIGH-PERFORMANCE COATINGS

This product guide specification is written according to the Construction Specification Institution (CSI) 3-Part Format, including MasterFormat, SectionFormat, and PageFormat, as described in The CSI Construction Specifications Practice Guide.

This specification is only a guide listing various coating system options for various environments and should not be used as a final specification. Additional coating systems not listed in this specification are available, and maybe be more appropriate for your coating application. To finalize this specification, please contact your local Tnemec coating consultant listed at www.tnemec.com or Tnemec's Technical Service at 1-800-TNEMEC1.

INNOVATION IN EVERY COAT.™

TNEMEC COMPANY INC.

6800 Corporate Drive, Kansas City, MO, USA 64120-1372 1-800-TNEMEC1 www.tnemec.com



SECTION 09 96 00 – HIGH-PERFORMANCE COATINGS FOR POOL STRUCTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. This Section includes field surface preparation and field painting related to the repainting of various steel pool structures
 - 1. Surface preparation and field applications of primers and finishes are specified in this Section.
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 REFERENCES

- A. This Section contains references to the governing standards and documents listed below. They are a part of this Section as specified and modified; the current version shall apply unless otherwise noted. In case of conflict between the requirements of this section and those of the listed documents, the more stringent of the requirements shall prevail.
 - 1. SSPC: The Society for Protective Coatings
 - a. SSPC-SP2 Specification for Hand Tool Cleaning
 - b. SSPC-SP3 Specification for Power Tool Cleaning
 - c. SSPC-SP6/NACE No. 3 Commercial Blast Cleaning
 - d. SSPC 10/NACE No. 5 Near White Metal Blast Cleaning
 - e. SSPC-SPWJ-4 Specification for Light Cleaning by use of Low-Pressure Water Cleaning

1.3 SUMMARY

- A. This Section includes surface preparation and application of high-performance coating systems on the following substrates:
 - 1. Exterior Substrates:
 - a. Steel.
 - b. Steel, Possible Immersion.

1.4 SUBMITTALS

- A. Submit under provisions of Division 1.
- B. Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.

2. Storage and handling requirements and recommendations.
3. Installation methods.
4. Operation and maintenance data.
5. Provide material analysis, including vehicle type and percentage by weight and by volume of vehicle, resin and pigment.
6. Manufacturer's certified test reports showing the substitute product(s) performance as outlined in Paragraph 2.15 shall be submitted.
7. Submit manufacturer's Material Safety Data Sheets (MSDS) and other safety requirements.

C. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

A. Manufacturer's Quality Assurance: Submit manufacturer's certification that coatings comply with specified requirements and are suitable for intended application.

B. Applicator's Quality Assurance: Submit list of a minimum of 5 completed projects of similar size and complexity to this Work. Include for each project:

1. Project name and location.
2. Name of owner.
3. Name of contractor.
4. Name of engineer.
5. Name of coating manufacturer.
6. Approximate area of coatings applied.
7. Date of completion.

C. Pre-application Meeting: Convene a pre-application meeting before start of application of coating systems. Require attendance of parties directly affecting work of this section, including Contractor, Representative of City, applicator, and manufacturer's representative. Review the following:

1. Environmental requirements.
2. Protection of surfaces not scheduled to be coated.
3. Surface preparation.
4. Application methods.
5. Repair.
6. Field quality control.
7. Cleaning.
8. Protection of coating systems.
9. One-year inspection.
10. Coordination with other work.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying:

1. Coating or material name.
2. Manufacturer.
3. Color name and number.
4. Batch or lot number.
5. Date of manufacture.
6. Mixing and thinning instructions.

B. Storage:

1. Store materials in a clean dry area and within temperature range in accordance with manufacturer's instructions.
2. Keep containers sealed until ready for use.
3. Do not use materials beyond manufacturer's shelf-life limits.

C. Handling: Protect materials during handling and application to prevent damage or contamination.

D. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

B. Weather:

1. Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.
2. Surface Temperature: Minimum of 5 degrees F above dew point.
3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
4. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.
5. Wind: Do not spray coatings if wind velocity is above manufacturer's recommended limit.

C. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with manufacturer's instructions.

D. Dust and Contaminants:

1. Schedule coating work to avoid excessive dust and airborne contaminants.
2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

PART 2 - PRODUCTS

2.1 HIGH PERFORMANCE COATINGS GENERAL

A. Materials Compatibility:

1. Provide field primers and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
2. Provide products of same manufacturer for each coat in a coating system.

2.2 MANUFACTURERS

- A. Products specified are manufactured by Tnemec Company Incorporated, 6800 Corporate Drive, Kansas City, Missouri 64120-1372, (816) 474-1616, www.tnemec.com/mwcc, and are specified as a standard of quality.
- B. Materials specified herein shall not preclude consideration of equivalent or superior materials. Suggested equivalent materials or other substitutions shall be submitted to specifier for consideration in compliance with substitution procedures in Section 01 25 00 of this Project Manual and include the following.
 1. Submittals shall be provided no later than (10) days after Owner/Owner's Agent letter of Notice to Proceed.
 2. Requests for substitution shall include evidence of satisfactory past performance in similar environment.
 3. Substitutions will not be considered that change the number of coats or do not meet specified dry film thicknesses.
 4. Manufacturer's certified test reports showing the substitute product(s) performance as outlined in Paragraph 2.15 shall be submitted.
 5. After second submittal, Engineer/Owner or Owner's Agent hourly rates will be charged to review further submittals.
- C. A test patch is recommended when applying materials overtop existing coatings.

2.3 MATERIALS

- A. Pool Slide Structure:
 1. Spot Primer: Tnemec Series 132 Protuff Mastic
 - a. Generic Type: Phenalkamine Epoxy Mastic
 - b. VOC content: 156 grams/liter
 - c. Volume solids: 81%
 2. Full Primer: Tnemec Series 27 FC Typoxy
 - a. Generic Type: Polyamide Epoxy
 - b. VOC Content: 282 grams/liter
 - c. Volume Solids: 58%
 3. Topcoat: Tnemec Series 1071 Fluoronar
 - a. Generic Type: Fluoropolymer
 - b. VOC Content: 351 grams/liter

- c. Volume Solids: 60%
 - d. Finish Coat: Gloss
- B. Pool Structures in Immersion (Umbrellas and Mushrooms):
 - 1. Primer: Tnemec Series 94-H₂O Hydro-Zinc
 - a. Generic Type: Aromatic Urethane, Zinc-Rich
 - b. VOC content: 89 grams/liter
 - c. Volume solids: 62%
 - d. Zinc Pigment: 83% by weight in dried film
 - 2. Intermediate: Tnemec Series 66 Hi-Build Epoxoline
 - a. Generic Type: Polyamide Epoxy
 - b. VOC Content: 362 grams/liter
 - c. Volume Solids: 56%
 - 3. Topcoat: Tnemec Series 1071 Fluoronar
 - a. Generic Type: Fluoropolymer
 - b. VOC Content: 351 grams/liter
 - c. Volume Solids: 60%
 - d. Finish Coat: Gloss

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.

3.2 PROTECTION OF SURFACES NOT SCHEDULED TO BE COATED

- A. Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.
- B. Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.
 - 1. After completing coating application, reinstall equipment that was removed using workers skilled in the particular trade(s) involved.

3.3 SURFACE PREPARATION

- A. Prepare surfaces in accordance with manufacturer's instructions.
 - 1. Steel Structures in Possible Immersion (Umbrella and Mushroom): Prepare surface in accordance with SSPC SP 10 Near White Metal Blasting- The removal of all grease, dirt,

dust, mill scale, rust, paint, oxides, corrosion products and other foreign matter by compressed air nozzle blasting, centrifugal wheels or other specified method. Discoloration caused by certain stains shall be limited to no more than 5 percent of each unit area. Unit area is approximately 9 in² (6400 m²).

2. Slide Structure Overcoat: Prepare in accordance with SSPC SPWJ 4- High pressure water blast all areas with a minimum 3500 – 5000 lbs. psi at the tip at a rate of 3 – 5 gallons/minute, utilizing an orbital tip and TSP detergent additive to remove chalk, loose paint and other contaminants, followed by a clean water rinse. Abrade surface to dull sheen and provide a clean and paintable surface.

Rusted or Bare Steel: Prepare surface in accordance with SSPC SP 3- Power Tool Cleaning- The removal of all loose mill scale, loose rust, loose paint and other loose detrimental foreign matter by the use of power-assisted hand tools. Power tool cleaning will not remove adherent mill scale, rust and paint. Mill scale, rust and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Feather all edges to a smooth transition.

*Test Patch recommended to confirm adhesion.

3.4 APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions.
 1. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.
 2. Keep containers closed when not in use to avoid contamination.
 3. Do not use mixed coatings beyond pot life limits.
 4. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- B. Uniformly apply coatings at spreading rate required to achieve specified DFT.
- C. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.
- D. Stripe paint with brush critical locations on steel such as welds, corners, and edges using specified primer.

3.5 REPAIR

- A. Materials and Surfaces Not Scheduled to Be Coated: Repair or replace damaged materials and surfaces not scheduled to be coated.
- B. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.

- C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

3.6 FIELD QUALITY CONTROL

A. Inspector's Services:

1. Verify coatings and other materials are as specified.
2. Verify surface preparation and application are as specified.
3. Verify DFT of each coat and total DFT of each coating system specified using wet film and dry film gauges.
4. Coating Defects: Check coatings for film characteristics or defects that would adversely affect performance or appearance of coating systems.
5. Report:
 - a. Submit written reports describing inspections made and actions taken to correct nonconforming work.
 - b. Report nonconforming work not corrected.
 - c. Submit copies of report to Engineer and Contractor.

- B. Manufacturer's Technical Services: Coordinate with coating manufacturer's technical service department or independent sales representative for current technical data and instructions.

3.7 CLEANING AND PROTECTION

- A. Remove temporary coverings and protection of surrounding areas and surfaces.
- B. Protect surfaces of coating systems from damage during construction.
- C. Touch-up, or repair damaged products before Substantial Completion.

3.8 ONE-YEAR INSPECTION

- A. Owner will set date for one-year inspection of coating systems.
- B. Inspection shall be attended by Owner, Contractor, Engineer, and manufacturer's representative.
- C. Repair deficiencies in coating systems as determined by Engineer in accordance with manufacturer's instructions.

3.9 HIGH-PERFORMANCE COATING SCHEDULE

A. Slide Structure Overcoat:

1. Epoxy/Fluoropolymer:
2. Exterior Overcoat: Prepare in accordance with SSPC SPWJ 4- High pressure water blast all areas with a minimum 3500 – 5000 lbs. psi at the tip at a rate of 3 – 5 gallons/minute, utilizing an orbital tip and TSP detergent additive to remove chalk, loose paint and other contaminants, followed by a clean water rinse. Abrade surface to dull sheen and provide a clean and paintable surface.

Rusted or Bare Steel: Prepare surface in accordance with SSPC SP 3- Power Tool Cleaning- The removal of all loose mill scale, loose rust, loose paint and other loose detrimental foreign matter by the use of power-assisted hand tools. Power tool cleaning will not remove adherent mill scale, rust and paint. Mill scale, rust and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Feather all edges to a smooth transition.

- a. Spot Prime: Tnemec Series 132 Protuff Mastic at 6.0-8.0 mils DFT.
 - 1) When spot priming, ensure to overlap 3” on existing coating to promote better adhesion.
- b. Full Primer Coat: Tnemec Series 27 FC Typoxy at 4.0-6.0 mils DFT
- c. Finish Coat: Tnemec Series 1071 at 2.0-3.0 mils DFT

B. Steel in Possible Immersion, Umbrellas and Mushroom:

1. Zinc/Urethane/Fluoropolymer System:

- a. Prepare surface in accordance with SSPC SP 10 Near White Metal Blasting- The removal of all grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products and other foreign matter by compressed air nozzle blasting, centrifugal wheels or other specified method. Discoloration caused by certain stains shall be limited to no more than 5 percent of each unit area. Unit area is approximately 9 in2 (6400 m2).
- b. First Coat: Tnemec Series 94-H20 at 2.5–3.5 mils DFT
- c. Second Coat: Tnemec Series 66 Hi-Build Epoxoline applied at 4.0-6.0 mils DFT.
- d. Finish Coat: Tnemec Series 1071 Fluoronar at 2.0-3.0 mils DFT

END OF SECTION 09 96 00















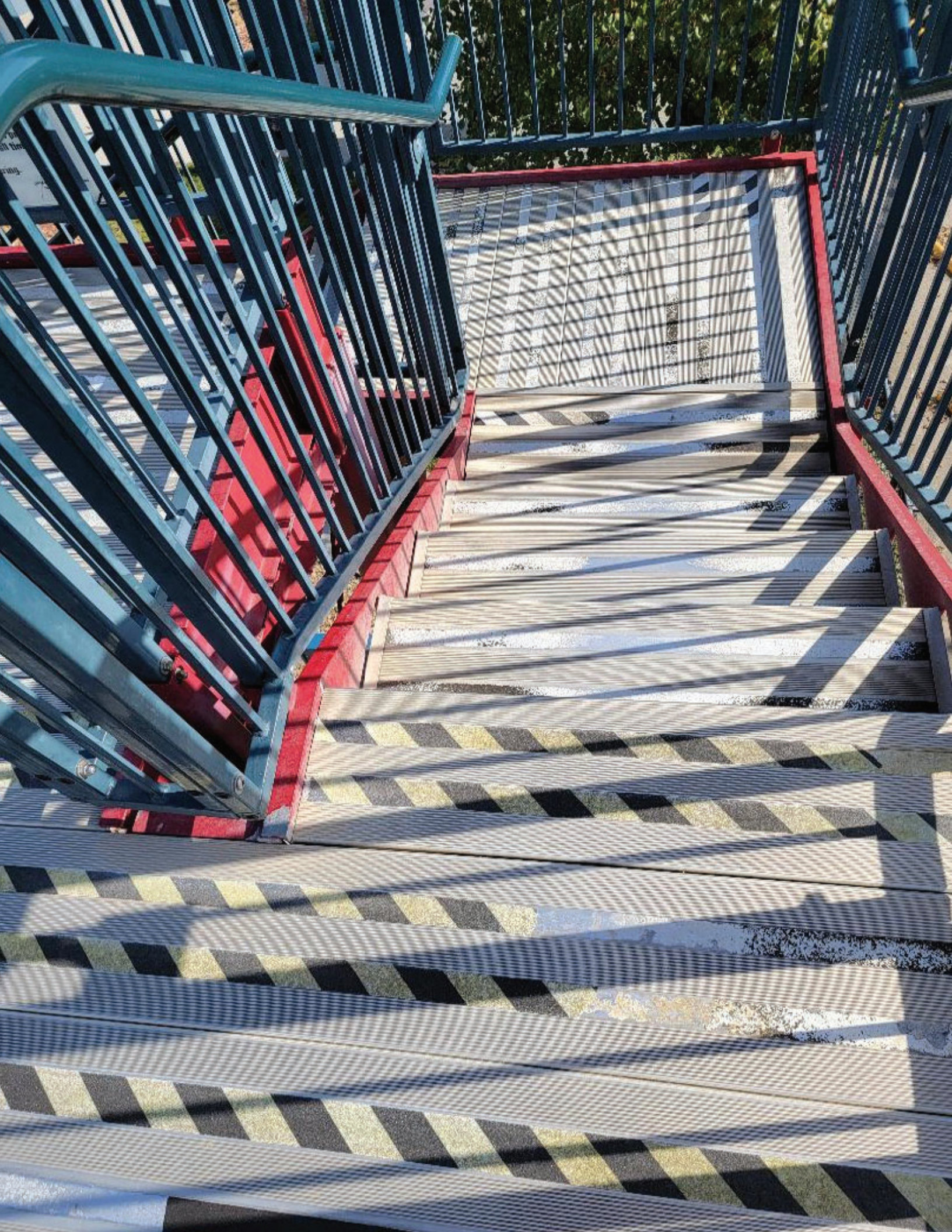




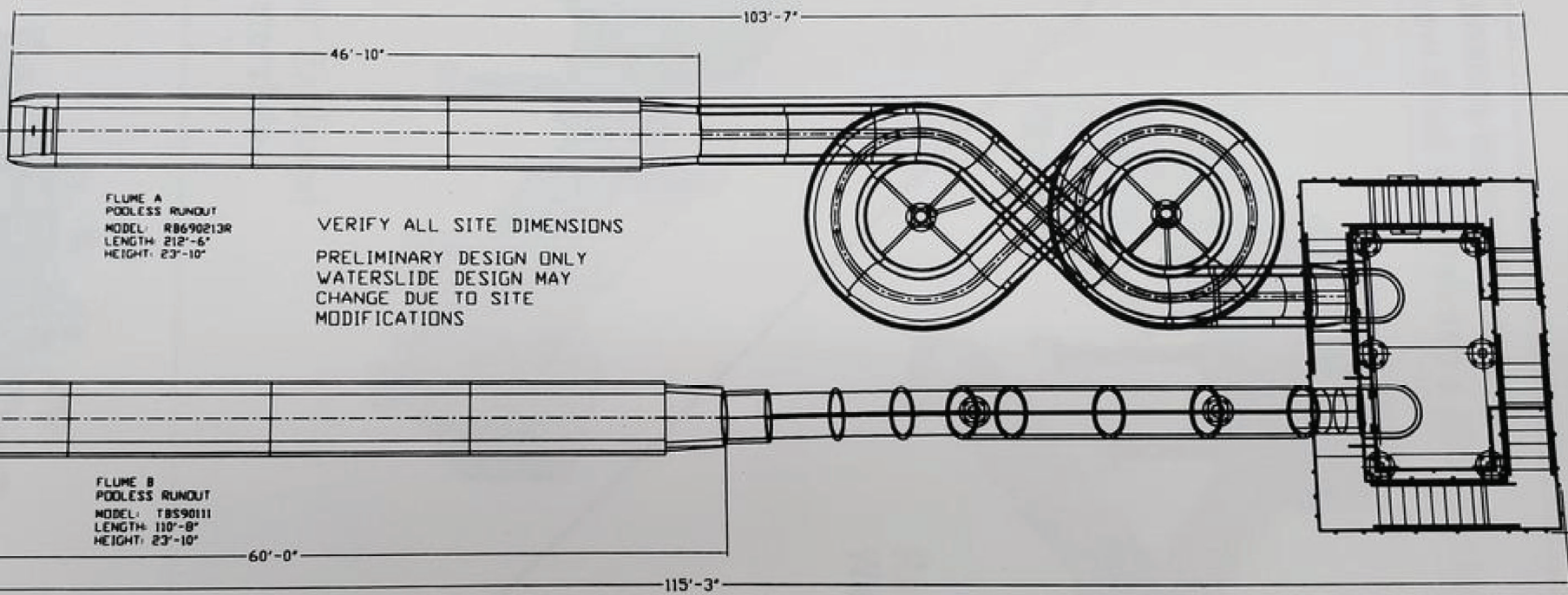

WATER SLIDE RULES

- 1. Riders must be at least 48 inches tall.
- 2. Riders must be able to swim.
- 3. Riders must wear their life preserver at all times.
- 4. Riders must wear their seat belt at all times.
- 5. Riders must not drink alcohol or use drugs before riding.
- 6. Riders must not ride if they are pregnant or have a heart condition.
- 7. Riders must not ride if they are wearing loose clothing or jewelry.
- 8. Riders must not ride if they are wearing contact lenses.
- 9. Riders must not ride if they are wearing glasses.
- 10. Riders must not ride if they are wearing a hat or sunglasses.







AQUA RECREATION
 13620 EAST REESE BLVD, SUITE 300
 HUNTERSVILLE, NC 28078
 PHONE 704.875.6550 · FAX 704.875.6561
 LOCATION: TONGANDYIE, VA









SlideRite

11413 E.118 Pl
Henderson, CO 80640 US
7204296767
mike@slideriteusa.com
http://www.slideriteusa.com



ADDRESS

City Of Tonganoxie
City Of Tonganoxie
Po Box 326
Tonganoxie, Ks 66086 U.S.

Estimate 1527

DATE 01/25/2022

DATE	WORK DESCRIPTION	QTY	RATE	AMOUNT
	Labor and materials to refinish the interior of waterslide our process is as follows: 1. Clean and degrease all areas 2. Mechanically sand all areas 3. Repair all cracks and visible damage with Vinyl Ester Resin 4. Grind out all seams to 3/8 5. Clean and solvent rinse all areas to be GelCoated 6. Apply 20-40 mls of Gelcoat on the interior of slide 7. Fill seams with 3m 5200 sealant	1	42,000.00	42,000.00
	Labor and materials to paint the exterior of slide our process is as 1. Pressure wash and degrease slide 2. Check and tighten bolts 3. Paint entire slide with Polysiloxane marine coating			
	Labor, equipment and materials to paint the exterior structure per provided city specifications	1	25,000.00	25,000.00
	Alternate 1 Labor and materials to prep and paint per city specifications 3 shade structures Mushroom feature Spray dish and features	1	7,500.00	7,500.00

Thank you for the opportunity to work with you.
If you have any questions call Mike Bencivenga at 720-429-6767
or email mike.sliderite@gmail.com

TOTAL \$74,500.00



SlideRite

11413 E.118 pl.
Henderson CO. 80640
EIN 81-2542691

Transmittal Letter

SlideRite has been in the Coatings industry for the past thirty years. We've completed hundreds of municipal and amusement park slide and tower projects across the United State. We pride ourselves in understanding prep and process to get the job done successfully. On this project we would have 4-6 of our staff there at all time until the project is complete

The Project plan will consist of

1. Sand all areas of slide and tower for adhesion per specifications
2. Clean up debris
3. Pressure wash all areas
4. Mask and protect all areas
5. Spray slide exterior
6. Spray slide interior
7. Prime all steel per spec
8. Paint all steel per spec

Steel will be done with combination of spray, brush or rolled

All pricing is valid for 90 days from date on estimate

References:

JR Bernanzoni/WaterWold CO
JBerninzoni@waterworldcolorado.com
+1 (720) 936-2253

Gerad Bristol/Mt.Olympus Wisconsin
gerrad@mtolympuspark.com
+1 (608) 963-8184

Josh Minturn/LegoLand
josh.Minturn@legoland.com
(760) 809-8278



Office of the City Manager
AGENDA STATEMENT

DATE: February 7, 2022
TO: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Request to Waive Fee for Family Season Pass for Genesis Christian Preschool and Academy

DISCUSSION:

Genesis Christian Academy requested that the City Council consider donation of a 2022 family season pass to the Tonganoxie Water Park for use in their silent auction held at the "Night of Knights" fundraiser on April 8, 2022. The City Council has voted to approve this request each of the last several years except 2020, which was impacted by closure of the water park for the entirety of the summer season. In order to provide the complimentary pass for use in the fundraiser, the City Council would be required to waive the \$140 fee for the resident family season pass and agree to donate it to Genesis Christian Academy.

ACTION NEEDED:

Make a motion to waive the \$140 Tonganoxie Water Park resident family season pass fee and donate it to the Genesis Christian Academy for use at an upcoming annual silent auction.

ATTACHMENTS:

Donation Request and Information from Genesis Christian Academy

cc: George Brajkovic, City Manager



Night of Knights

presented by **Genesis Schools**

Family Night Fundraiser

Community event on **April 8, 2022** to support Genesis Schools that provide a faithful foundation for local youth. This community event will consist of dinner, silent auction and children's activities.

Proceeds from the night's activities will help keep tuition affordable and supplement any of the school's needs to further its mission.

Genesis is a 501(c)3 not for profit organization.

Calling for Your Support


Genesis Schools needs your support to make this evening a success. Donations of goods, services or gift certificates are all great ways to support a worthy cause as well as advertise your business!

Additionally, you can reserve a table with a commitment of \$250 that will include dinner for 8 attendees, a full page in the program for the evening and a special gift. If interested, please notify our office by April 1, 2022.

All businesses that agree to donate, will be presented in the program. Genesis always encourages the patronage of businesses that choose to provide support.

Our Mission

Genesis Schools, Inc. exists to exalt Christ by teaching and reinforcing Biblical truths while producing well-rounded, highly educated young people equipped to serve God and others.



204 Washington St
PO Box 994
Tonganoxie, KS 66086



(913) 845-9498



Denise.Bixby@
genesisschools.org



Office of the City Manager
AGENDA STATEMENT

DATE: February 1, 2021
TO: Honorable Mayor David Frese and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Civil Engineering/Land Surveying work at the Tonganoxie Business Park as submitted by GBA

DISCUSSION:

The Mass Grading at the Tonganoxie Business Park was completed in the Fall of 2017, and the scope of work included the regional detention basin designed for the entire 140 acres, which was being prepared as 6 pad ready sites. At the time of completion, there was a review on the entirety of the mass grading work via GPS coordinates; however, to save in the total project costs, we elected to not do an as-built survey of the detention basin alone. With the recent private surveying work done as part of the Hill's project, we noticed some potential deviation, near the detention basin, from the original engineering/construction documents. This could be attributed to a number of items, including 4+ years of potential silting, and I feel warrants us to move forward with an as-built survey prior to incurring any costs for additional site work.

In addition, the original stormwater calculations were based off of total square foot calculations of finished/impervious surface areas, calculated primarily from size estimates of potential development as provided in the Preliminary Development Plan for the Park and each Lot. As we've had developments approved on 3 of the 6 lots in the Park, those with Final Development Plans have significantly less total square feet of finish/impervious surface than what was projected in the Preliminary Development Plan. Therefore, even if the as-built survey indicates deficiencies in the originally engineered volumes in the basin, it may not warrant any physical changes to the basin if the overall volume can be reduced.

I recommend moving forward with the scope of services as submitted.

ACTION NEEDED:

Make a motion to approve the proposal submitted by GBA for Civil Engineering/Land Surveying work at the Tonganoxie Business Park in an amount not to exceed \$11,750.00

ATTACHMENTS:

GBA Proposal

February 01, 2022

Mr. George Brajkovic
City Manager
City of Tonganoxie
526 E. 4th Street
Tonganoxie, KS 66086

SUBJECT: Civil Engineering/Land Surveying
Detention As-builts and Calculations
Tonganoxie Business Park
Tonganoxie, Kansas

Dear George:

We are pleased to submit this proposal setting forth Land Surveying and Civil Engineering Services to be provided by our firm in conjunction with as-builts and detention calculations at the Tonganoxie Business Park. George Butler Associates, Inc. (GBA) proposes to provide the services listed in the following Scope of Services.

PROJECT DESCRIPTION

The City of Tonganoxie is interested in reviewing existing site conditions and understanding how stormwater detention volumes of the detention basin in the current Tonganoxie Business Park impacts current and future development. This proposal by George Butler Associates, Inc. (GBA) is intended to cover land surveying, and civil engineering as further defined in the Scope of Services described below.

SCOPE OF SERVICES:

1. **Topographic As-built Survey** - GBA will perform an as-built survey of the existing open channel, open detention basin and existing weir structure on the project site. (See attached Exhibit A for area to be surveyed). The survey will be completed to understand as-built conditions of the system and to ascertain the condition of existing improvements and to determine what (if any) maintenance or restoration of the storm improvements may be required to function as originally designed.
2. **Stormwater Summary Update Memo** - GBA will review previously prepared stormwater management plans and studies (completed by GBA) and compare them to existing conditions identified during field investigation. From this review, GBA will prepare a summary memorandum of the existing conditions and the understood detention capacity as well as potential capacity for current and future development on the site. The summary will describe if/how the project conforms to current City of Tonganoxie, Kansas requirements. This summary will address the 2 following scenarios:
 - a. **Existing Conditions** – GBA will provide an assessment of the existing storm drainage system and provide recommendations of any improvements/maintenance required to bring the system into original design compliance if deficiencies are noted during field investigation.

- b. **Detention Calculations Update** – GBA will provide calculations of the current capacity of the existing detention basin. This update to detention calculations will be based upon a combination of existing improvements (Unilock), current improvements under construction (Hill’s Pet Nutrition) and future improvements (based on the approved Preliminary Development Plan(s) for the Business Park). If modification of the existing stormwater drainage detention system is required, a summary of improvements will be provided.
3. **Miscellaneous Expenses** – Expenses and normal reimbursable costs (inclusive of travel, printing, telephone, facsimile, postage, delivery, and plotting)

Project Assumptions

We have made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

1. Owner will provide GBA the right of complete access to the site and current management personnel during normal working hours for the purpose of inspecting existing site for design purposes.
2. GBA will utilize existing information that we have in-house that was prepared for the original development of the site:
 - a. Plans for proposed building, foundation walls, site layout for parking drives and other site related components for the project.
 - b. Geotechnical Engineering Report including depth of rock, pavement recommendations, and earthwork specifications.
 - c. Stormwater Drainage Study for the existing business park.
 - d. Previously completed/gathered information by GBA in completing Scopes of Work for the City of Tonganoxie on the subject site.
3. There are no anticipated Filing fees, recording fees, and submittal fees associated with this scope of work.

Additional Services

The following items were not included in this Scope of Services (Additional Services, if requested):

Site Investigation, Planning and Zoning

- a. Location of Utilities
- b. Private utility locates utilizing ground penetrating radar or potholing services.
- c. Confined space infrastructure entry or data acquisition.
- d. Geotechnical Engineering, reports or studies.

Design Period

- e. Construction Documents
- f. Any off-site or public improvements.
- g. Environmental permitting or studies.
- h. Floodway Modeling or Floodway/Floodplain impact permitting.
- i. Traffic Engineering, Counts, Studies, or Reports.
- j. Landscape Architecture.

Construction Period

- k. Construction period services. (Bidding, Follow-up, etc.)

Miscellaneous Services

- l. Attend public meetings beyond those specifically noted in the above Scope of Services.

GBA can provide any of the above listed additional services if required and/or requested by the Owner. We will execute a separate or supplemental agreement for these services.

In the event the Owner determines that the project limits should be adjusted significantly or if the scope of the Engineer's Services should be revised due to changes in the project size, complexity, completion schedule, character of construction, or for other reasons, or if the Engineer is requested to make revisions in drawings or contract documents prepared under this contract and previously approved by the Owner, then such services of the Engineer shall be considered Additional Services.

FEE AND BASIS OF PAYMENT:

We propose to provide the services outlined above in the section entitled Scope of Services for the lump sum fees noted below. Invoices will be submitted monthly for work completed the previous month and will become due and payable within thirty (30) days. Work tasks will be invoiced based on the percentage of the Task that has been completed at the time of invoicing. Expenses such as mileage, printing and all other direct expenses incurred for the work tasks noted as time and expense shall be invoiced at our actual cost. This proposal is subject to the GEORGE BUTLER ASSOCIATES, INC. TERMS AND CONDITIONS (copy attached).

FEE BREAKOUT:

	Item	Fee Type	Fee
	Proposed Services		
1.	Topographic As-built Survey	Lump Sum	\$6,500.00
2.	Stormwater Summary Update Memo	Lump Sum	\$5,000.00
3.	Miscellaneous Expenses	Lump Sum	\$250.00
TOTAL PROPOSED FEE			\$11,750.00

The services described in this letter, and the Engineer's compensation for said services have been proposed in anticipation of the orderly and continuous progress of the project through completion of construction. If delays occur due to reasons beyond the control of the Engineer, the time of performance of the Engineer shall be adjusted properly.

Thank you for your confidence in our firm and allowing us the opportunity to present this proposal. Should you have any questions or need additional information, please call us.

Respectfully submitted,

GEORGE BUTLER ASSOCIATES, INC.



Harland Russell
Site Development Specialist



Bradley D. Burton, P.E.
Senior Associate

We hereby approve the provisions set forth above in this Letter of Agreement dated this _____ day of _____, 2022.

Print Name:

Title: _____

Attachments: GBA Terms and Conditions, Exhibit "A"

GEORGE BUTLER ASSOCIATES, INC. (“Consultant”)
TERMS AND CONDITIONS

1.0 Responsibility of Consultant

1.1 Scope of Services. Consultant shall provide the services as described in the attached Proposal, which is incorporated by reference and made a part of this Agreement.

1.2 Standard of Care. Consultant shall perform its services in accordance with the standard of care and skill ordinarily exercised under the same or similar circumstances by members of Consultant’s profession.

2.0 Responsibility of Client

2.1 Client Representative. Client shall designate a representative authorized to act on Client’s behalf with respect to the Project.

2.2 Information. Client shall provide to Consultant all available reports, plans, specifications, background information, and other data pertinent to the services required. Consultant will rely on the accuracy and completeness of this information in the performance of Consultant’s services.

2.3 Site Access. Client shall arrange Consultant’s access to the Project site and provide required personal protective equipment for the purpose of performing Consultant’s services.

2.4 Timely Reviews. The Client representative shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid delay in the orderly and sequential progress of Consultant’s services.

3.0 Compensation

3.1 Fees and Expenses. Client agrees to pay Consultant’s fees and reimbursable expenses as described in the attached Proposal.

3.2 Terms of Payment. Consultant will submit monthly invoices, which are due upon presentation. If an invoice is not paid within 30 calendar days, Client shall be liable to Consultant for interest at the rate of 1.5% per month and reasonable attorneys’ fees and costs incurred to collect the amount due.

4.0 Services

4.1 Instruments of Service. The Consultant’s reports, drawings, specifications, and other deliverables, including all documents on electronic media, are instruments of professional service (“Instruments of Service”) and shall remain the property of the Consultant, which also retains the copyrights. During the Project, and conditioned on the Client satisfying its payment obligations under this Agreement, Client shall have a non-exclusive license to use the Instruments of Service with respect to the Project. Client shall not assign its license to third parties without the written consent of the Consultant. However, Client may provide copies of the Instruments of Service to contractors and consultants for the purpose of bidding or building the Project and to governmental authorities for the purpose of securing permits, licenses, and approvals.

4.2 Opinion of Probable Construction Costs. Opinions of the probable costs and schedule prepared by the Consultant are based on the Consultant’s experience, qualifications, and judgment as a professional. Since the Consultant has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor’s procedures and methods, unavoidable delays, construction contractor’s methods of determining prices, economic conditions, government

regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, the Consultant cannot and does not guarantee that the actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from the estimates and projections prepared by the Consultant. If the City desires more accurate estimates or projections, it should retain the services of a construction estimator and/or scheduler.

4.3 Certifications, Guarantees, and Warranties. Consultant shall not be required to execute any document that would result in Consultant certifying, guaranteeing, or warranting the existence of any conditions.

5.0 Construction Issues

5.1 Construction Job Site Safety. Client agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in Client’s agreement with the General Contractor. That agreement will also provide that the General Contractor shall defend and indemnify Client, Consultant, and Consultant’s sub-consultants and maintain them as additional insureds under the General Contractor’s general liability insurance policy.

5.2 Means and Methods. Consultant shall not be responsible for the construction means, methods, techniques, sequences, and procedures of the General Contractor, subcontractors and suppliers, and shall not be liable for the failure of the General Contractor or other Project participants, not under contract to Consultant, to fulfill contractual responsibilities to Client, construct the Project in accordance with applicable Contract Documents, or comply with federal, state, or local laws, regulations, and codes.

5.3 Observation of Construction. If required by the attached Proposal, Consultant’s observation of construction is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable Contract Documents. Consultant will not be required to make exhaustive or continuous on-site observations. Consultant will not have any authority to stop the work.

5.4 Interpretations or Decisions by Consultant. If the attached Proposal authorizes Consultant to interpret and decide matters concerning the performance of any contractor or the requirements of the applicable Contract Documents, it shall not show partiality to the Client or contractor and shall not be liable for interpretations and decisions rendered in good faith.

6.0 Contract Time

6.1 Termination. Either party may terminate this Agreement upon 14 calendar days’ written notice, if the other party substantially fails to perform its obligations hereunder, including failure to make payments when due to Consultant. Within 30 calendar days of termination by Client, Client shall pay Consultant for all services rendered, all expenses incurred up to the date of termination, and reasonable fees and expenses incurred as a result of the termination.

6.2 Delays. Consultant is not responsible for delays caused by factors beyond Consultant’s reasonable control, including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely

GEORGE BUTLER ASSOCIATES, INC. ("Consultant")
TERMS AND CONDITIONS

manner, failure of Client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, or delays caused by faulty performance by Client, General Contractor, subcontractors or suppliers. When such delays occur, Client agrees Consultant is not responsible for damages and is not in default of this Agreement.

7.0 Risk Allocations

7.1 Insurance. During the term of this Agreement and upon request, Consultant will provide evidence of insurance. Increased coverage at Client's request shall be a reimbursable expense.

7.2 Limitation of Liability. To the maximum extent permitted by law and for adequate consideration, the total liability of Consultant and its employees and sub-consultants for Client's damages, in any way arising out of the services of Consultant, shall be limited to Consultant's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract or warranty. The parties acknowledge sufficient consideration has been given for this limitation.

7.3 Indemnification. To the fullest extent permitted by law, Consultant agrees to indemnify and hold Client harmless from loss, damage, or cost to the extent caused by Consultant's negligent acts, errors or omissions in the performance of services under this Agreement. To the fullest extent permitted by law, Client agrees to indemnify and hold Consultant harmless from loss, damage, or cost to the extent caused by Client's negligent acts, errors or omissions.

7.4 Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Consultant waive any and all claims against each other and their respective officers, directors, partners, employees, contractors and subcontractors for any incidental, indirect or consequential damages, including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, punitive, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

7.5 Environmental and Health Hazards. Consultant shall not be responsible for the discovery, identification, presence, handling, disposal or removal of, or exposure of any person to hazardous materials pre-existing in any form at the Project, including, but not limited to, asbestos products or PCB's. In the event Consultant becomes aware of the presence of these materials at or near the job site, Consultant may suspend performance until such materials have been removed by others.

7.6 Betterment/Added Value. If Consultant negligently omits a component of the Project from the design, Client will be responsible for the amount it would have paid if the item had been included in the original design. If it is necessary to repair or replace a component of the Project due to the negligence of Consultant, it will not be liable to Client for any enhancement or

upgrade of the component beyond what was originally included in the design.

7.7 Waiver of Subrogation. To the extent any claimed damages are covered by property insurance, Client and Consultant waive all rights, including subrogation, against each other and all of their contractors, subcontractors, sub-consultants, agents and employees, except for rights they may have to the proceeds of that insurance. Client and Consultant shall require the same waiver by their respective contractors, subcontractors, and sub-consultants.

8.0 Dispute Resolution

8.1 Negotiation and Mediation. Client and Consultant shall attempt to amicably resolve all disputes through direct discussion and negotiation between the designated representatives of each party. If that is unsuccessful, the parties will submit any claim or dispute arising out of or related to this Agreement to nonbinding mediation. Unless the parties otherwise agree, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Each party will pay an equal share of the mediator's fees. All contractors, design professionals, subcontractors and sub-consultants, who are involved in and potentially liable for any claim being asserted, may be joined into a single mediation.

8.2 Litigation. If the parties are unable to resolve a dispute through negotiation and mediation, they may resort to litigation in a court of competent jurisdiction.

9.0 Other Provisions

9.1 Governing Law. This document shall be governed by the laws of the State of Kansas.

9.2 Integration. This Agreement and documents incorporated herein constitute the entire agreement of the parties and supersedes all prior negotiations and representations.

9.3 Assignment. Neither party to this agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party.

9.4 Amendments. This Agreement may only be amended in writing, signed by both parties.

9.5 Separation Clause. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

9.6 Third Parties. Nothing in this Agreement shall be construed to create a contractual relationship with or provide any rights or benefits to any person or entity other than Client and Consultant.

Client

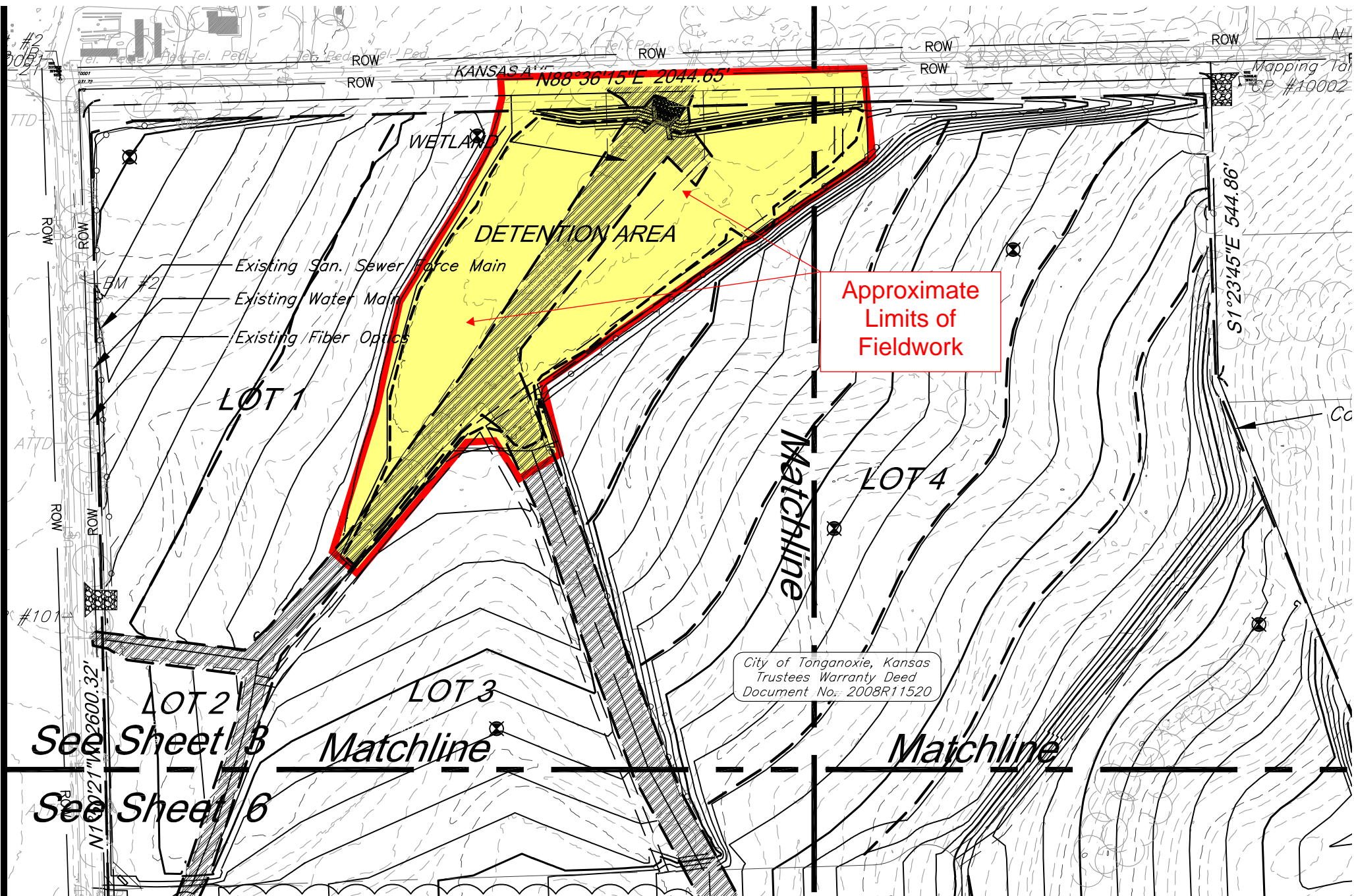


EXHIBIT A



Office of the City Manager
AGENDA STATEMENT

DATE: February 7, 2022
To: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: 2022 Water Treatment Plant Filter Media Replacement Project

DISCUSSION:

The replacement of aged and deteriorated water filter media at the City’s Water Treatment Plant was a planned initiative in the 2022 Adopted Annual Budget and Capital Maintenance and Improvement Plan. These filters include media composed of anthracite & specialized sand and work to improve the quality of water produced in City wells and distributed, along with water purchased from BPU, to the City’s water utility customers. The life span of water filter media is estimated to be from 15-20 years and the most recent replacement was completed in 1998.

The project scope of work includes procuring services from an outside contractor to remove existing filter media, wash and sanitize the interior of the filter tanks, and install new filter media in tanks. Materials required to be purchased include new filter media (anthracite and sand) and a new blower motor that is mounted on the exterior of the filter tanks.

The City collected 3 quotes from vendors for the aforementioned services to be completed by an outside contractor for the project and the bid results are listed below. Following review, staff recommend acceptance of the lowest cost bid from Environmental Works, Inc. The City collected sole source quotes from vendors for the Filter Media commodities and Filter Blower Package and those quotes are listed below and recommended for approval.

Filter Media Removal & Replacement Quotes	Cost	Filter Media Vendor	Cost
Environmental Works, Inc.	17,593.00	JL Components, LLC	5,122.00
MPW Industrial Services, Inc.	28,142.50		
WesTech Engineering, Inc.	32,900.00	Filter Blower Package Vendor	Cost
		Northern Filter Media, Inc.	17,296.00

BUDGET IMPACT:

The 2022 Budget for the Water Capital Fund planned for a cost of \$40,000 for this project, and the three bids collected for completing the project scope totaled \$40,011. The additional \$11 above the projected cost is able to be afforded within existing budget authority in the City’s Water Capital Fund.

ACTIONS NEEDED

1. Make a motion to approve and authorize moving forward with a quote for Water Filter Media Removal and Replacement services with Environmental Works, Inc. for a cost not to exceed \$17,593 and a quote for purchase of water filter anthracite media from Northern Filter Media, Inc. for a cost not to exceed \$17,296 and a quote for purchase of a 2” pressure blower package from JL Components for a cost not to exceed \$5,122.

ATTACHMENTS

- Quote – Environmental Works, Inc.
- Quote – Northern Filter Media, Inc.
- Quote – JL Components, LLC



ENVIRONMENTAL WORKS

January 17, 2022

Josh Sudduth
City of Tonganoxie, Kansas
Sent Via Email: Josh Sudduth <joshsudduth@yahoo.com>

Current Est.
as of 1-17-22

Re: Filter Media Removal and Replacement

Dear Josh,

Thank you for the opportunity to be of service. Environmental Works, Inc. (EWI) is pleased to submit the following proposal to remove and replace the filter media in the pressure vessels at the City of Tonganoxie, KS Water Treatment Plant (1536 East 4th Street).

Scope of Work

EWI will supply labor and equipment to remove existing granular media and install client supplied replacement media in the two (2) above referenced pressure vessels, in accordance with the filter media quantities outlined in your 10/27/20 email and the site visit on 11/02/21.

For each of the pressure vessels, EWI will perform the following scope of work.:

- The EWI crew will remove existing media from the pressure vessels utilizing a 6000CFM Guzzler® vacuum truck. The removed material will be disposed on site at the direction of Tonganoxie personnel.
- Prior to placing media, EWI will pressure wash the interior of the vessels and spray down the interior with a chlorine solution.
- Once the pressure vessel has been cleaned out, the EWI crew will install layers of media in the amounts outlined in the vessel drawing sent on 12/27/21 in accordance with AWWA B-100 Sec. 4.4. (Placing Filter Material).

As part of the media removal and replacement process, EWI personnel will need to enter the pressure vessel interior. Work inside the vessel will be considered a confined space (CS) and entry will require a CS permit and specialized equipment. The CS equipment costs are included in our pricing.

Estimated Costs

The work is expected to take three to four days (8 hours on-site) to complete. EWI will invoice on a time and material basis in accordance EWI standard labor and equipment rates. Depending on duration of the work, we estimate the cost to complete the above scope of work to range from \$13,195, if the work is completed in three days, to \$17,593, if the work is completed in four days. The not-to-exceed cost is \$17,593.

EWI Experience

816.285.8410

1731 Locust, Kansas City, MO 64108

environmentalworks.com

877.827.9500

SPRINGFIELD, MO KANSAS CITY, MO ST. LOUIS, MO DECATUR, IL SAUGET, IL SPRINGDALE, AR TULSA, OK DENVER, CO MEMPHIS, TN



NORTHERN FILTER MEDIA, INC.
 2509 PETTIBONE AVE
 MUSCATINE, IA 52761

Current as of 1-14-22
Estimate

Date	Estimate #
1/14/2022	18216

Name / Address
City of Tonganoxie Tonganoxie, KS 66086 Attn: Josh Sudduth

Job	Rep	FOB	Project
	KB	OH	Tonganoxie, KS

Item	Description	Qty	U/M	Cost	Total
ANBP60-80UC16	* .60 - .80mm, U.C. 1.6 Anthracite in c.f. bags on pallets (3700#)	74	cuft	14.00	1,036.00T
Mangrsandplus	Manganese Greensand Plus in bags on pallets (12,056#)	137	cuft	87.00	11,919.00
FILTER OUTSL...	1.0-1.3mm Filter Sand in 50#. bags on pallets (10,700#)	214	bg	6.50	1,391.00T
FREIGHTCHRG	Estimated Flatbed Freight Charge to Toxganoxie, KS			2,950.00	2,950.00
	* This is the finest anthracite size I have available				
	Current availability of the above media is running approximately one to two weeks after release for shipment.				

Thank you for the opportunity to quote on this project.
 Karen Brown Ph.# 800-992-0096

Subtotal	\$17,296.00
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Estimated freight rates are listed only as a courtesy. Freight will be billed direct from freight carrier. Current freight rate, at time of shipment, will apply.

Additional accessorial charges may apply to freight charges.

A fee of 5% will be added to all invoices paid by credit card at the time of payment.

Sales Tax (0.0%)	\$0.00
Total	\$17,296.00

Signature _____

Phone #	Fax #	E-mail
(IA) 563-263-2711 (IL) 217-224-3362	563-263-2857	info@northernfiltermedia.com



5155 E Front Street
Kansas City MO 64120
info@jlcomponents.com
816-207-0090

← P/u address

October 27, 2021

City of Tonganoxie

1536 E 4th St,
Tonganoxie, KS 66086
Phone: (913) 908-5134
Email: joshudduth@yahoo.com

Attention: Josh Sudduth

We are pleased to quote the following Blower Package for **City of Tonganoxie**

Roots 32 URAI / 3 HP / 2" Pressure Blower Package

System Parameters: 1000 FTASL, 90°F. Ambient, 64 SCFM, 70 ICFM @ 4 PSIG Discharge Pressure, 5 PSIG relief valve setting

- Roots blower; 32 URAI
- Motor; 3 HP, 1740 RPM 230/460 Volt 60 Hz, 3 phase, premium efficient, TEFC, inverter duty
- Adjustable motor mount; **Spring loaded** for constant tension
- Premium belt drive; (low overhung load)
- OSHA belt guard
- Elevated **forklift-compatible** steel base
- Air intake filter/silencer; 2"
- Discharge silencer; 2" premium chambered absorption; **Removeable and replaceable**
- Expansion joint between silencer and blower
- Discharge spool pipe for relief valve, check valve, pressure gauge, and ports for instrumentation
- Weighted relief valve; 2" set at 5 PSIG
- Check valve; 2"
- Pressure gauge
- Painted and assembled
- Start-up oil & grease

Blower Package Price \$5,022 NET each

* August - Sept before it would arrive.
* 5,122 per James Oyer on 1-17-22

Adders:

- | | |
|--|-----------------------|
| • Pressure Diaphragm Switch – Barksdale E1H-15 | Price: \$190 Net Each |
| • Pressure Sensor Switch/Transmitter with Digital Display – IFM PN2299 | Price: \$220 Net Each |
| • Temperature Transmitter – IFM TA2603 | Price: \$190 Net Each |
| • Temperature Switch/Transmitter with Digital Display – IFM TN2303 | Price: \$302 Net Each |

**Contains Confidential, Proprietary, or Privileged Information Exempt from Public Disclosure. Information Provided is only for Intended Recipient and/or their Organization or Company. **

Current estimate
as of 1-17-22
~~Roots 32 URAI / 3 HP / 2" Pressure Blower Package~~
on 1-17-22



Office of the City Manager
AGENDA STATEMENT

DATE: February 7, 2022
To: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: 2022 Evaluation Framework for Community Funding Requests Discussion

DISCUSSION:

As part of the FY 2022 Annual Budget development process completed in the summer of 2021 the City Council received requests for funding from several local community groups. This has been a common practice in recent years and discussion amongst the City Council included a request that staff collect examples of frameworks and criteria from which to evaluate applications for funding from the City for community groups, especially those that provide cultural enhancements to the community.

Staff took the feedback from Council discussions and researched various evaluation criteria and methodologies. Findings ranged from numerical scores to short narrative responses to key questions. Several examples have been provided as attachments for discussion purposes.

Once the City Council agrees upon an evaluation framework staff will strive to collect updated budget request information from community groups that includes all information relevant to consideration according to the agreed upon framework.

BUDGET IMPACT:

None. The 2022 Annual Budget includes \$10,000 from the General Fund for funding for community events (traditionally Tongie Days & Mayor's Tree Lighting), \$5,000 from the General Fund for total funding assistance split between the Tonganoxie Arts Council and the Tonganoxie Historical Society, and \$5,000 from the General Fund for funding assistance for the Tonganoxie Business Association.

ACTIONS NEEDED

Staff request feedback from the Governing Body on the preferred evaluation methodology/criteria and information necessary to be submitted by community groups for consideration for approval of funding.

ATTACHMENTS

- Collected Examples of Evaluation Frameworks for Requests for City Funds from Community Organizations
- Tonganoxie Arts Council 2022 Funding Request – Submitted in Summer 2021
- Tonganoxie Historical Society 2022 Funding Request – Submitted in Summer 2021
- Tonganoxie Business Association 2022 Funding Request – Submitted in Summer 2021

Examples of Evaluation Frameworks for Discussion –

CITY OF FORT COLLINS, CO FORT FUND FOR CULTURAL PROGRAMS

The Fort Fund Cultural Arts Funding Program support projects and activities in all disciplines that provide arts and other cultural programming to the Fort Collins community

General Eligibility Requirements

Organizations chartered in Colorado with IRS nonprofit status. Written proof of this status must accompany all applications.

Events must be held in Fort Collins or in the Fort Collins Growth Management Area

Events must be open to the general public and efforts must be made to advertise and make the general public aware of the opportunity to attend and/or participate in the event

Events or activities must provide a direct public benefit of a reasonably general character to a significant number of City residents

Organizational Support Evaluation Criteria - Applications to the Organizational Support program will be reviewed according to the following criteria. There is a maximum score of 100 points possible. A score of at least 75 points must be earned for the application to receive a funding recommendation. The proposal must address each of the three sections of evaluation criteria. The following criteria will be used for evaluation of Organizational Support applications:

Artistic Excellence and Innovation: 30 Points • Does the organization and proposed programming demonstrate artistic excellence? • Does the applicant demonstrate a history of providing programs or services of high quality? • Does the applicant produce/present professional quality work that contributes to the unique artistic, cultural, historic landscape and to Fort Collins' recognition as a center for arts and culture in the region, state, nationally, or internationally? • How does the proposed programming/project make use of high caliber artists and/or promote culture?

Administrative Capability: 20 Points • Does the project adhere to and further the mission or goals of the organization? • Does the applicant demonstrate business skills, production accomplishments, and administrative skills needed to complete the proposed programming/project? • Is the season/project budget appropriate and reasonable and does the proposed budget provide sufficient funding from an appropriate variety of sources to successfully accomplish the programming/project? • Does the applicant conduct ongoing planning and program evaluations with appropriate use of tools to measure program/project effectiveness? • Does the applicant have a history of financial stability and sound financial practices? • Does the applicant collect data regarding audience demographics, audience involvement, and tourists in attendance? Is data used in planning, programming and decision making? • Does the applicant provide leadership to artists and smaller organizations in their field and foster collaborations or partnerships between themselves and other organizations?

Community, Cultural, and Social Impact: 50 Points • Does the proposed programming expand the opportunities for residents, visitors, and tourists to actively participate in Fort Collins' cultural life? • Does the applicant/project promote and encourage arts and cultural awareness to a broad and diverse audience? • Does the proposed activity promote tourism by marketing to a broad constituency, including residents, visitors, and tourists with measurable goals to assess the outreach of the organization? • Is the proposed programming accessible to all audiences, including individuals with disabilities, economically disadvantaged, or historically underserved? • Does the applicant demonstrate efforts to diversify its audience and outreach? • Does the programming provide a measurable economic contribution to the community, including expansion of tourism, employment of local artists, and leveraging of dollars? • Does the proposed programming meet a recognized social or cultural need?

CITY OF EVANSTON, IL CULTURAL GRANT

CRITERIA

Organization's Goals and Strength of Programming or Project: 30%

- The quality of the work, service or project.
- Goals expressed with clarity and purpose.

Impact on Evanston (especially underserved communities) : 35%

- How many people in Evanston are served and what needs are being met.
- Impact on underserved communities and demographics will be favored.
- Collaborations that bring the community together are encouraged.

Intended use of Grant Funds: 35%

- Demonstrated need for funds
- Strength of plans to utilize funds effectively

CITY OF SAMMAMISH, WA ARTS GRANT PROGRAM

The Arts Grant Program provides funding for organizations, individuals, and youth to deliver exemplary projects in arts education, dance, design, folk and traditional arts, literary arts, media arts, musical theater, multidisciplinary works, theater, visual arts, and all other forms of art or artwork for the citizens

ELIGIBILITY

In order to be eligible for an Arts grant, the applicant must:

- **Neighborhood & Community Focus:**
Program, event or service must serve Sammamish residents and take place within City limits. Perform services within a twelve-month period. Organizations, individuals or youth can apply.
- **CityArtist Focus:**
Artist's project, program and service must serve Sammamish residents Perform services within a twelve-month period. Individuals or youth can apply.
- **Educational Focus:**
Program, event or service must serve Sammamish residents and take place within City limits. Perform services within a twelve-month period. Organizations, individuals or youth can apply.
- **Cultural Focus:**
Program, event or service must serve Sammamish residents and take place within City limits. Perform services within a twelve-month period. Organizations, individuals or youth can apply.

Evaluation Criteria

Applications will be evaluated according to the following criteria which are described below:

Artistic & Professional Quality of individual or organization - 25 percent

The applicant's art and cultural work demonstrates high quality or promise through its artistic history, accomplishments, and examples of previous work.

Quality of Proposed Project, Programming or Special Event - 40 percent

Project, programming or special event goals and processes are clearly defined, demonstrate originality, clarity and depth of concepts.

Cultural Equity Impact - 15 percent

Demonstrated ability of the applicant to support Sammamish's diverse culture and values, including capacity to support the City's underserved communities.

Community Impact - 20 percent

The experience the public will receive from this program, artwork or event.

Rating System

When evaluating each criterion, panelist will use the following 10-point scale, which is then translated to the appropriate weight for each criterion:

Exceptional	9-10 points
Somewhat Exceeds Expectations	8-8.9 points
Meeting Accepted Standards	7-7.9 points
Needs Improvement to Warrant Funding	6-6.9 points
Does Not Merit Funding	0-5.9 points

An application must receive an overall score of at least 70 percent of total possible points in order for the panel to consider it for funding. However, achieving a score of at least 70 percent of total possible points does not guarantee that the panel will recommend an application for funding, as funds may not be sufficient to recommend a grant for all applicants that score above the minimum threshold.

CITY OF CUPERTINO, CA

The City of Cupertino currently provides funding to local non-profit organizations in the areas of social services, fine arts and other programs for the general public. The Community Funding Grant application becomes available at the beginning of January every year and applications are due by February 1. The City Council will make the final decision regarding Community Funding Grant requests in June. Funding is contingent upon the City Council's General Fund allocation to the program and funding is not guaranteed.

Evaluation Criteria

Evaluation criteria for grant requests include, but are not limited to, the following:

- Impact on and benefit to the Cupertino community
 - Number of Cupertino residents served vs. number of non-Cupertino residents served
 - Cost per Cupertino resident served vs. cost per non-Cupertino resident served
 - Availability of the program/project/event to the entire Cupertino community
- Community need for the program/project/event
- Alignment with City mission and values
- Uniqueness of the program/project/event
 - Lack of duplication in service
 - Level of collaboration if a duplicated service
- Qualifications and experience of the organization and its members
- Reasonable cost
- Demonstrated effort to secure funding from other sources and/or establishing partnerships with other community or city organizations
- Clarity, completeness, and accuracy of grant application
- Past performance and compliance with requirements if a recurring applicant
- Applications will be sorted into two categories:
 - New applicant
 - Past recipients
- Applications in each category will be evaluated using a tiered structure based on the dollar amount requested for award as follows:

- < \$999.99
- \$1,000.00 - \$4,999.99
- \$5,000.00 – \$9,999.99
- \$10,000.00 - \$20,000.00

Restrictions/Guidelines

- An organization that is applying for multiple grants shall only submit one application
- Proceeds generated from the funded activity may only be used for the conducted activity
- If requested, recipients must provide full financial statements for the organization
- Admission to or participation in the event must be "free of charge" for Cupertino residents unless stated in the application and approved by Parks & Recreation Commission
- If an applicant makes a grant request directly to a member of the City Council, whether individually or as a group, the Council shall refer the applicant to the Parks and Recreation Department for a Grant application to be reviewed in accordance with this policy
- Grant recipients shall acknowledge the City contribution in formal promotional materials and efforts related to the funded activity. Any use of the City logo must be approved by the City's Communications Officer

MASSACHUSETTS CULTURAL COUNCIL

Core Criteria

1. Arts, Humanities, and Sciences

2. Public Benefit

3. Non-Discrimination

4. Other Local Priorities –

1. How does Mass Cultural Council define the arts, humanities, and sciences?

Arts refer to the creation of work in the crafts and performing, visual, media, folk, design, literary, and interdisciplinary arts. They also include the presentation and preservation of, and education about works in these disciplines.

Humanities are types of learning that deal with human values and aspirations, human thought and culture, language, and creativity. Examples include, but are not limited to, history, social studies, philosophy, criticism, and literature.

Sciences are types of learning that deal with nature, science, and technology in ways that explain how they relate to people's lives. Organizations that conduct this type of activity include aquariums, botanical gardens, nature centers, natural history museums, planetariums, and science centers.

2. Public Benefit

Funds must be used to support activities that contribute to the cultural vitality of the community as a whole rather than benefiting any private individual or group. This does not mean that a large crowd of people needs to participate in order to satisfy the public benefit requirement. For example, an artist working with a small group of teens is a valid public benefit. Whenever possible, activities funded by LCCs should be available to the general public by exhibit, performance, demonstration, reading, or other means.

3. Non-Discrimination

The Americans with Disabilities Act (ADA) requires that persons with disabilities have access to public programs or services on an equal basis with the rest of the public. Federal law mandates that any programs or service that receives federal or state funding must be accessible to persons with disabilities. All events and

programs funded by the LCCs must be accessible to persons with disabilities, including the facility or event location as well as the content of the program.

4. Sample Local Priorities

The [Town] Council gathers input from the community yearly and develops funding priorities based on this feedback. This year the Council will give priority to:

- Applicants that have secured a local venue
- Projects that serve youth or the elderly
- Projects that focus on local history

Applications will also be evaluated using the following review criteria:

- How well the program meets our local priorities
- Community support and involvement
- Evidence of track record and dedication of the applicant
- Ability to address the diverse cultural needs of a community's underserved populations or support diverse forms of cultural activities
- Financial need
- Demonstrated planning

FY 2022 Budget Development
Copies of
Requests for Funding Support

Tonganoxie Arts Council

2022 Budget Request



The Tonganoxie Arts Council (TAC) is a relatively new group to the Tonganoxie not-for-profit scene, having been formed in June 2019 and having shortly thereafter received federal exempt 501(c)(3) status. We currently have 10 paid members.

Mission: The Tonganoxie Arts Council (TAC) is the collective voice for the arts. It strives to advance a thriving arts community in Tonganoxie and acting as a catalyst for the enrichment of cultural life by delivering resources, providing educational opportunities, presenting art forms, promoting artists and art groups, developing innovative collaborations, fostering creativity in the community, and guiding advancement of the arts.

Vision: We envision the Tonganoxie area as a region where the arts inspire our innovative spirit, celebrate our rich cultural diversity, recognize our valuable history, and encourage our individual and community involvement.

Guiding Principles: We believe that:

- The arts improve our lives.
- The arts articulate, preserve, and perpetuate our shared history and culture.
- The arts should reflect a diverse community.
- Every citizen should have the opportunity to engage in arts experiences.
- A community that invests in the arts benefits from the arts economically, culturally and socially.
- All artists and arts forms, both emerging and existing, deserve respect and encouragement.
- Collaborative, trusting, and respectful relationships with community leaders, artists and the public are essential.
- Arts information needs to be comprehensive and accessible.
- A cohesive arts community thrives best with the leadership of a dedicated arts council.

In 2020, TAC was on a hiatus along with the rest of the world due to the pandemic. But, we are starting to reawaken and are testing the waters with some monumental events. For the 2021 year, we received \$5,000.00 in funding from the City of Tonganoxie, a \$2,360.00 grant from the Pete and Margaret Leighty Trust Fund, and a \$500 grant from the Believe in Reading Fund. These grants along with membership fees, community donations and a modest carryover from 2020 gave us a 2021 operating budget of approximately \$11,500.00.

With this money we have so far in 2021 planned and produced the inaugural Children's Storytelling Festival on June 5, 2021. Five regional and national storytellers performed five performances each at 5 different venues. In the community room of the new Tonganoxie Public Library, the children listened to storyteller Sherry Norfolk, an award-winning storyteller,

author and teaching artist. She captured their imagination with her magical storytelling skills and taught them how to use movement, gesture, imagination, character voices, and sound effects. At the Village Event Venue, the children got to meet Daniel Miyares, a critically acclaimed picture book author and illustrator. Seeing him and realizing that he created the book that they had been given upon registration, was truly something special. He autographed their books and he taught them to draw using shapes. When the kids entered the 304 building, Alastair Heim greeted them. He is the author of Love You Too, No Tooting at Tea, The Great Puppy Invasion and so many more. He took hold of the kids' imaginations and reminded them that ideas and stories are everywhere! They had the opportunity to see JT Nagle in the basement of the Congregational Church. JT is an actor, stand-up comedian, voiceover artist and more. He had the kids up and moving with his use of improvisation, physical theatre, and vocal technique all while playing his guitar and banjo. And last, but not least, the kids entered the magical world of Joyce Slater when they entered the Ratcliffe Drugstore. She captured their attention with the art of storytelling through puppets.

The kids also made their own tails out of yarn at Coffman Artworks Gallery and wore them throughout the day. They decoupled rocks and then told a story with the rocks at the 1866 patio. They also could get a free waffle on a stick from the 1866 food truck.

Storyboards representing the "Tails and Tales" theme of the festival painted by the Tonganoxie High School art students and by local artists were hung on the light poles throughout the downtown. The boards were then auctioned off online and sold to various residents. Proceeds of the sale went 80% to the Tonganoxie High School Art Club and 20% to TAC.

In addition to the free book from one of the featured presenters that the kids got to choose when they registered, they also had the opportunity to buy books from the storytellers and from the Usborne bookstore located in the Village Event Venue.

Although only 50 children participated, the ones that did truly enjoyed themselves and it is our hopes that we reached each of them and encouraged them to read, to write and to tell stories. Even if we only reached one child, we feel that the festival was a success. Here are some of the comments we received on our TAC Facebook page at the conclusion of the Festival:

Jill Weishaubt

Great event! My 6 year old loved it all.

He was amazed to meet Alastair, the "secret, actual" author behind Dr. Seuss.

Daniel made him believe that he has a future career as an illustrator (and, wow, Daniel is super talented)!

JT was so fun and engaging.

Joyce was the one he chose to see twice. She told stories to you in a way that made you feel like you were talking to your favorite aunt, and he loved that she let the kids have a puppet that became part of the story.

Great job! 🍌🍌🍌

HM Steele

Thank you for a great day! My daughter loved it!

Jacki Kelly Himpel

This was a fabulous event! Thank you to all of the volunteers and storytellers!

Kaitlyn King

My family loved it! We have read the books we got several times already.

Attached is a copy of the budget we allotted for this event and the actual expenditures. (Attachment A).

We have a small painting workshop planned for Saturday, July 17th at 1866 Bar and Grill. Registration is currently taking place for it.

Our next major event, The Tonganoxie Plein Air Art Festival, is scheduled for September 30th through October 3rd and the planning is well underway. We will hold ten plein air painting competitions with a total of \$3,100.00 in prize money. These competitions will take place from Thursday evening through Sunday morning. On Saturday, October 2nd, we will celebrate with the downtown festival featuring juried art vendors, live entertainment, food trucks, and more! The artwork that is produced during the competitions will not only be eligible for the prize money but will be displayed and for sale in the temporary art gallery (the 304 Venue).

So far, we have booked three street performer acts, updated the website with the current online applications, planned the paint out locations, started selling paint your places, and started advertising for food trucks, vendors and artists. We've booked the venue for the temporary gallery. The marketing material is currently being designed. We've delivered and mailed over 100 personal invitations to artists along with generic invitations through Facebook. A lot of ground work has been laid and we are just now seeing the fruits of this work as vendors and artists and food trucks start to apply for a spot. Attached is the proposed budget for this event this year. (Attachment B)

REQUEST

We are requesting the City fund the TAC in the amount of \$5,000.00 again in 2022. This amount will help us to close the gap between what we anticipate bringing in in 2022 and what we believe we will need to produce quality events again in 2022. We appreciate the City Council's consideration of our request.

Attachments: A – 2021 Children's Storytelling Budget

B – 2021 Plein Air Art Festival Budget

C- 2022 Proposed Budget

D- 2021 Checkbook Register

Tonganoxie Children's Storytelling Festival				Actual Exps	Funding	
5-Jun-21						
Advertising	Cost	In-kind Donations	\$ 293.00	\$ 294.48	Leighty Grant	\$ 2,360.00
Posters	\$ 50.00				Believe in Reading Grant	\$ 500.00
Table Tents	\$ 85.00				Friends of the Library donation	\$ 500.00
Guides	\$ 100.00				Total Dedicated to Storytelling Festival	\$3,360.00
School fliers	\$ 58.00					
Design Fees and markup (donated by Rnky Dink Graphics)		\$ 200.00				
Performers fees, travel, lodging, etc.			\$ 1,650.00		Anticipated Revenue	Actual Revenue
Sherry Norfolk fee plus travel	\$ 650.00			\$ 650.00	Entry Fees	\$ 375.00 \$ 166.81
1-days Lodging for Storyteller (donated by community member)		\$ 100.00			20% of book sales	\$ 100.00 \$ 98.64
Performers contract preparation and review (donated by Kelly Law Office, LLP)		\$ 500.00			20% of painting auction	\$ 120.00 \$ 55.90
Joyce Slater	\$ 500.00			\$ 500.00	TOTAL Anticipated Revenue	\$ 595.00
J.T. Nagle	\$ 500.00			\$ 500.00	Donations	\$ 50.00
Childrens Authors and Illustrators			\$ 1,000.00		TOTAL	\$ 371.35
Alastair Heim	\$ 500.00			\$ 500.00		
Daniel Miyares	\$ 500.00			\$ 500.00		
Miscellaneous			\$ 50.00			
postage, office supplies, name tags, etc.	\$ 50.00			\$ 124.83	ACTUAL COST	\$3,911.84
Decorations			\$ 260.00		LESS ACTUAL REVENUE	\$ 371.35
Boards for animal paintings	\$ 260.00			\$ 247.99	TOTAL COST OF FESTIVAL	\$3,540.49
Artwork for photo backdrops (donated by local artists)		\$ 500.00				
Books to Give Away	\$ 500.00		\$ 500.00	\$ 594.54		
TOTAL COST OF FESTIVAL	\$ 3,753.00	\$ 1,300.00	\$ 3,753.00	\$ 3,911.84		

“A”

"B"

2021 Plein Air Art Festival Budget

Total Budget	\$ 6,500.00
Expenses	
Advertising:	
Guide Books x 1000	\$ 630.00
11x17 Posters	\$ 30.00
Table Tents	\$ 90.00
Banners/Facebook	\$ 150.00
Radio Station	\$300.00
Total	\$ 1,200.00
Plein Air Competition Expenses:	
Prizes for Paint outs	
Paint My Place Prizes:	\$ 1,800.00
Overall Prize Winner	\$400.00
Paint Out Prizes	\$ 900.00
Refreshements	\$250.00
A-Frame Boards for in front of Gallery	\$100.00
Total	\$ 3,450.00
Festival Day of Expenses:	
Street Performers:	
No Bow Tie	\$ 500.00
One Woman Stunt Show	\$ 750.00
Street Magician	\$ 750.00
Total	\$ 2,000.00
Kids Crafts Booth	\$ 200.00
Portapotty and Handwashing Station	\$ 410.00
Toilet Paper/Lysol	\$ 25.00
Total	\$ 435.00
Picnic Table Rentals	\$ 130.00
Total	\$ 130.00
Miscellanoeous costs	\$500.00
TOTAL ESTIMATED COST	\$ 7,915.00
Projected Revenue	
40 Artists at \$40.00	\$ 1,600.00
20 Booths at \$40.00	\$ 800.00
Food Trucks x 3	\$ 450.00
20% Sales Revenue from art	\$ 700.00
Paint my Place Revenue	\$ 1,800.00
Advertising in Guide books	\$ 500.00
Total	\$ 5,850.00

"C"

T.A.C.

Tonganoxie Arts Council

2022 Budget

Cash on hand as of 07-07-2020	\$	9,189.75
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(\$7,475.00 allocated to 2021 Art Festival)

PROJECTED REVENUE		
Membership Fees	\$	420.00
Business Sponsorships	\$	2,000.00
Grants	\$	2,500.00
Plein Air Entry Fees	\$	1,200.00
Booth fees	\$	600.00
Children's Storytelling Entry fees	\$	250.00
City of Tonganoxie	\$	5,000.00
Fundraisers	\$	500.00
Total Projected Revenue 2022	\$	12,470.00

BUDGETED EXPENSES				
General	Advertising	\$	200.00	
	Corporate Filings	\$	40.00	
	Misc.	\$	200.00	
	Supplies	\$	50.00	
	Liability Insurance	\$	650.00	
	Postage	\$	50.00	General Total \$ 1,190.00
2022 Plein Air Art Fest	Advertising	\$	750.00	
	Entertainment/Street Performer	\$	2,000.00	
	Supplies	\$	500.00	
	Artist Prizes	\$	4,000.00	
	Porta-pot/picnic tables rental	\$	750.00	
	Reception	\$	300.00	Plein Air Art Fest \$ 8,300.00
Children's Storytelling Event	Advertising	\$	300.00	
	Entertainer fees	\$	3,000.00	
	Supplies	\$	500.00	
	Books for Children	\$	500.00	Children's Storytelling \$ 4,300.00
TOTAL BUDGET		\$	13,790.00	

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Tonganoxie Arts Council					
2021					
Date	To/From	Description	Income	Expense	Balance
Balance Forward					\$ 6,493.71
1/29/2021	Kris Roberts	membership fee	\$ 35.00		\$ 6,528.71
1/29/2021	Kris Roberts	donation	\$ 35.00		\$ 6,563.71
1/29/2021	Wendy Scheidt	membership fee	\$ 35.00		\$ 6,598.71
3/1/2021	Network for good	Giving Tuesday donations	\$ 386.50		\$ 6,985.21
3/1/2021	Rnky Dink Graphics	reimburse web site		\$ 120.00	\$ 6,865.21
3/16/2021	City of Tonganoxie	grant	\$ 5,000.00		\$ 11,865.21
3/19/2021	Kris Ball	membership fee	\$ 33.68		\$ 11,898.89
4/23/2021	Penguin Random House	books for festival		\$ 196.54	\$ 11,702.35
4/23/2021	Himpel Lumber	boards for paintings		\$ 247.99	\$ 11,454.36
5/14/2021	Rnky Dink Graphics	reimburse for printing		\$ 294.48	\$ 11,159.88
4/26/2021	Rachel Kelly	storytelling registration	\$ 9.41		\$ 11,169.29
4/28/2021	Kris Ball	donation	\$ 96.80		\$ 11,266.09
5/2/2021	Rebecca Tombaugh	plein air registration	\$ 33.68		\$ 11,299.77
5/4/2021	Lissy James	storytelling registration	\$ 14.26		\$ 11,314.03
5/4/2021	Kaitlyn King	storytelling registration	\$ 14.26		\$ 11,328.29
5/14/2021	Rachel Gardner	storytelling registration	\$ 14.26		\$ 11,342.55
5/18/2021	Ronald McGuinty	plein air registration	\$ 38.54		\$ 11,381.09
6/3/2021	Sherry Norfolk	honorarium and bks CSF		\$ 848.00	\$ 10,533.09
6/3/2021	Alastair Heim Books	honorarium and bks CSF		\$ 700.00	\$ 9,833.09
6/3/2021	J. T. Nagle	honorarium		\$ 500.00	\$ 9,333.09
6/3/2021	Joyce Slater	honorarium		\$ 500.00	\$ 8,833.09
6/3/2021	Daniel Miyares	honorarium		\$ 500.00	\$ 8,333.09
6/9/2021	Kansas Secretary of State	Annual Report		\$ 40.00	\$ 8,293.09
5/25/2021	Amazon Smile	donation	\$ 5.00		\$ 8,298.09
6/9/2021	Melissa Pilgrim	storytelling registration	\$ 4.55		\$ 8,302.64
6/9/2021	Corrie Jones	storytelling registration	\$ 14.26		\$ 8,316.90
6/9/2021	Sarah Larossa	storytelling registration	\$ 9.41		\$ 8,326.31
6/9/2021	Pamila Blackmer	storytelling registration	\$ 4.55		\$ 8,330.86
6/9/2021	Angela Hoffman	storytelling registration	\$ 4.55		\$ 8,335.41
6/9/2021	Chelsea Shrant	storytelling registration	\$ 9.41		\$ 8,344.82
6/9/2021	Jessica Correll	storytelling registration	\$ 4.55		\$ 8,349.37
6/9/2021	Hillary Baldwin	storytelling registration	\$ 4.55		\$ 8,353.92
6/9/2021	Jill Weishaubt	storytelling registration	\$ 4.55		\$ 8,358.47
6/9/2021	Amber Rea	storytelling registration	\$ 9.41		\$ 8,367.88
6/9/2021	Miranda Steele	storytelling registration	\$ 4.55		\$ 8,372.43
6/9/2021	Tiffany Faught	storytelling registration	\$ 4.55		\$ 8,376.98
6/9/2021	Lindsey Klaminski	Usborne books registratio	\$ 96.80		\$ 8,473.78
6/9/2021	Michelle Miller	storytelling registration	\$ 9.41		\$ 8,483.19
6/9/2021	Ashlee Baker	storytelling registration	\$ 4.55		\$ 8,487.74
6/9/2021	Cheryl Clark	dues	\$ 33.68		\$ 8,521.42
6/9/2021	Elizabeth Newton	storytelling registration	\$ 4.55		\$ 8,525.97
6/9/2021	Michelle Brewer	storytelling registration	\$ 13.96		\$ 8,539.93
7/7/2021	Joseph Hernandez	art booth registration	\$ 38.54		\$ 8,578.47
7/7/2021	Keyta Kelly	workshop registration	\$ 33.68		\$ 8,612.15
7/7/2021	Keyta Kelly	workshop registration	\$ 33.68		\$ 8,645.83
7/7/2021	Keyta Kelly	workshop registration	\$ 33.68		\$ 8,679.51
7/7/2021	Cathy Bowen	2021 dues	\$ 33.68		\$ 8,713.19
7/7/2021	Kris Roberts	donation	\$ 25.00		\$ 8,738.19
7/7/2021	Flashbacks	donation	\$ 25.00		\$ 8,763.19
7/7/2021	Friends of the Library	donation	\$ 500.00		\$ 9,263.19
7/7/2021	Storytelling registrations -	storytelling registrations	\$ 60.00		\$ 9,323.19
6/30/2021	Vodville Entertainment	street performers deposit		\$ 400.00	\$ 8,923.19
6/30/2021	Better World	auction proceeds	\$ 266.56		\$ 9,189.75
TOTAL			\$ 6,776.49	\$ 3,947.01	

balanced as of 7-7-21



201 W. Washington
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TCHSTonganoxie@gmail.com
www.TonganoxieHistoricalSociety.org

July 23, 2021

The Tonganoxie City Council
Loralee Stevens, Rocky Himpel, Jake Dale,
Chris Connelly, Jennifer McCutchen
PO Box 326
Tonganoxie, KS 66086

All:

Thank you for the opportunity to request funds from the Tonganoxie City Council. Our letter presents a short history of our society (TCHS), followed by a description of our finances and list of our needs as established at our board meeting on June 16, 2020.

History and Mission of TCHS

TCHS was founded in 1981 with 132 charter members. The mission of the organization was and is: "To discover, collect, identify, preserve and display materials which illustrate the history of this community."

Starting in 1981, historical programs or programs of community interest have been held ten months of every year on the Fourth Tuesday. These programs are always free and always open to the public. COVID halted those Fourth Tuesday programs, but we will start them up again in October 2021.

During the late 1980s and early 1990s, the society was gifted the Fairchild-Knox barns and silo with six acres of land, along with the Honey Valley school house and the Reno Methodist Church. Many, many hours of volunteers labor were spent to restore these buildings and to create historical displays in each one. By 2003, the Honey Valley School House, the Reno Church and the barns were all open to the public. Volunteers restored the 1936 USA Fire Pumper Truck, which had been a part of the Tonganoxie Fire Department, in 2012. The Fairchild Spring, our newest exhibit, opened in 2020.

Education is a cornerstone of the museum. Our third-grade field trip has been an annual event since 2005 (although we were unable to host the field trip in 2020, we plan to welcome the students back in 2021). In 2015, our volunteers created a program for first graders, which we take into the school. Last month, we held our first annual History Camp for eleven 4th-6th graders participated in that camp.

Our barn and our church are both available for use by the public. Coming out of the pandemic, we have been pleased to have our buildings and grounds used this year for the 1970/1971 joint class reunion, several graduation parties and baby showers, a wedding & reception, and Field Day for Genesis School.

We currently have 180 members of the historical society and another 350 friends in the community and across the country.

Impact of COVID

The museum was closed for three months in early 2020. We gradually reopened and are now open two days per week. We continued doing research for those who requested it during the pandemic and we were able to find other ways to keep in touch with the community.

For instance, TCHS collaborated with the Tonganoxie Public Library (TPL) on several programs over the past fifteen months. To date, the museum grounds and barns have been used for three family programs sponsored by the public library, including the recent Farm Day on June 25. Library staff and TCHS volunteers created the video game, To Tell the Historical Truth, which aired on the TPL Facebook page last summer and fall. We also created a Farm to Table video about corn that was used in second grade education last fall. This collaboration between TCHS and the library is only good for the community.

During the pandemic, our social media presence has increased significantly. Our Facebook followers number 858, an increase of over 15% from this time last year. And our Instagram account has over 150 followers, more than twice what we had last year.

We were fortunate to receive funds specifically for COVID relief, which were used to pay utilities and staff costs. These funds came from national funds distributed by Humanities Kansas and Leavenworth County.

Finances of TCHS

TCHS is a 501c3 non-profit corporation. Our 2021 budget is \$46,000 per year. A summary copy of our budget is attached.

Our funding comes from facility use fees, interest from an endowment, fundraising events (such as our annual chili supper and our Memorial Day Biscuits & Gravy), membership dues, memorials and donations. We also apply for and receive grants from the Pete and Margaret Leighty Trust and from Leavenworth County, which sets aside funds for county museums (these grants cover special projects like the new spring exhibit and capital improvements, such as roofing, painting, window restoration, etc.).

Our expenses include utilities, insurance, professional memberships, and one part-time registrar who records all museum artifacts and archives in a data-based museum program. Most of the work associated with the museum, such as landscaping, minor building upkeep, cleaning, creating exhibits, staffing educational programs and keeping the museum open for visitors is done by volunteers. Over 40 of our members and friends volunteer on various programs and events.

Our Needs

We are requesting that the City allocate \$5,000 to the museum to be used to increase our exposure in the community. Specifically, we want to replace the 4' x 8' sign on our property on Washington Street. It is time to update and make some repairs to the sign at our entrance. And, we would like to design and install a sign in the park at Washington & 24-40.

In the first six months of 2021, we have almost 300 signatures in the museum guestbook, which is an amazing number, considering that COVID restrictions have only been in the process of relaxing in the past three to four months *and* that for the years 2015-2020, visitors signing the guestbook in the museum averaged 370 per year. Our overall attendance will be down, of course, since we have not been able to hold events such as the Biscuits & Gravy Memorial Day Breakfast or Fourth Tuesday programs. But we have hosted a larger than usual number of visitors who are ready to re-engage and we want to be fully poised to continue that momentum.

Thank you very much for your interest and involvement in the museum.

Sincerely,

A handwritten signature in cursive script that reads "Kris Roberts".

Kris Roberts, President
Tonganoxie Community Historical Society

cc: George Brajkovic, City Manager
Dan Porter, Assistant City Manager
David Frese, Mayor
TCHS Board of Directors – Ray Stockman, Janet Burnett, Connie Torneden, Shirley Martin,
Ken Mark, Kay Soetaert

TCHS BUDGET**BUDGET
2021**

INCOME	AMOUNT
Donations & Memorial Gifts	\$3,700
Facility Use Donations	\$12,000
Program Income	\$7,500
Grant Income	\$16,000
Interest Income	\$4,700
Membership Dues	\$1,300
Miscellaneous Income	\$850
	\$46,050
EXPENSES	
Program Expenses	\$1,750
Facilities & Equipment	\$20,350
Museum Operations	\$4,310
Staff & Contract Employees	\$5,250
Utilities	\$9,940
Insurance & Accounting	\$4,450
	\$46,050



June 9,2021

The Tonganoxie Business Association continues to actively use best practices when objectively adding value to fellow businesses, our community and the city of Tonganoxie. TBA continues to develop, cultivate and facilitate many events, educational training and business support typically with funds generated from membership and sponsorships.

Due to the covid pandemic of 2020-2021 Tonganoxie Business Association was not able to host events for the public or provide our typical business support. We maintained our business promotional support, social media promotions and community communication. TBA assisted in procuring grant money, assisting with PPE loan applications and acquiring other forms of financial assistance for local businesses. 2021 business dues were waived for all businesses and TBA asked for no money from the city. The TBA Board does not believe our operating expenses should have been passed on to the Tonganoxie taxpayers.

Tonganoxie Business Association successfully operates on a very modest budget that benefits from supplementation provided by the City of Tonganoxie. We are requesting \$5000.00 for 2022 from the city. The TBA Board strives to create, implement and provide events, education and resources for all of Tonganoxie to benefit.

Events, Promotions, and Budgetary Expenses for Tonganoxie Business Association for 2022

- Annual Appreciation Dinner
- St Patrick's Day Parade
- Downtown Beautification Project
- Movies in the Park Series Equipment & Licensing
- Website
- Social Media Promotions
- Google Job and Event Listing Capabilities
- Umbrella Insurance Policy for Events and TBA Board
- Attorney Retainer
- Grand Openings/Open House Hosting
- Pet Health Day
- Skeleton Scavenger hunt
- Spooktacular
- Kansas Publication Advertising & Promotions
- Marketing, Website, Social Media and Digital Training
- Local Marketing Campaign
- Reserve Budget
- Tonganoxie Business Showcase
- Leadership Southern Leavenworth County Sponsorship

Just a few facts that also make Tonganoxie Business Association strong.

- TBA has a current Board of 8 business owners and civic minded individuals that donate countless hours to make us successful.
- Volunteer base that supports events and activities.
- Continued Growth.
- Community Support.
- Willingness to work with and coordinate with City Staff.
- Accountability for our funding and budget.
- Working relationship with other communities.
- Cooperative relationship with LCDC. Grow Leavenworth County, Local lenders & Network Kansas.
- Working relationship with City departments.

Thank you for your consideration,
Monica Gee
President, Tonganoxie Business Association

March 13	St. Patrick Day Parade
May 14	Movie in the Park
June 25	Movie in the Park
July 9	Movie in the Park
August 13	Movie in the Park
August 28	Sunflowers up
September 17	Movie in the Park
September 18	Tongie Days
October 25-28	Scavenger Hunt
October 29	Spooktacular
November 11 (?)	Business Expo
December 4 th	Board Dinner
February 15	Appreciation Dinner

Tonganoxie Business Association 2021

<i>Budget Item</i>	<i>Spent 2019</i>	<i>2021</i>	<i>Proposed 2022</i>
Storage	\$600	\$600	\$600
Website	\$3590	\$3590	\$3590
Phone	\$420	\$420	\$420
Quickbooks	\$270	\$270	\$270
Friday Meetings/Coffee Bar	\$430	\$150	\$150
Insurance	\$1720	\$609	\$650
LV Southern Leadership	\$400	\$0	\$200
Marketing	\$4300	\$0	TBD
Annual Banquet	\$1550	\$0	\$1500
St Pats Parade	\$420	\$880	\$500
Downtown Decorations	\$840	\$1250	\$2000
Pet Health Day	\$20	\$0	\$100
Movies in the Park	\$3220	\$400	\$2400
Tongie Days	\$0	\$0	TBA
Spooktacular/Skeleton Scav Hunt	\$1500	1000	\$1500
Business Expo	\$760	\$500	\$800
Board Christmas Dinner	\$500	\$0	\$500
Mayor's Christmas Tree	\$476	\$0	\$0
Grand Openings/Open Houses	\$50	\$50	\$200
Trainings & Education	<u>\$3200</u>	<u>\$0</u>	<u>\$3500</u>
<hr/>	\$24266	\$9719	\$18880

Current Funds as of June 09, 2021 \$6795.57 Reserve \$5003.13 Total Balance \$11798.70

Forecasted membership dues \$6000.00

Approximate sponsorship based on previous years \$5000.00

Position	Completed, Anticipated, or Required Governing Body Consideration Date	Authority for Appointment
LVCO Port Authority board position currently held by Chris Donnelly with term expiring March 2022	18-Jan-22	Governing Body
Library Board City position currently held by Megan Vestal with term expiring July 2021	18-Jan-22	Mayor with the consent of the Governing Body
Library Board City position currently held by Angela Bowlin with term expiring August 2021	18-Jan-22	Mayor with the consent of the Governing Body
Municipal Court Judge position currently held by Judge Kenneth Moore	4-Apr-22	Mayor with the consent of the Governing Body
City Attorney position currently held by Anna Krstulic	4-Apr-22	Mayor with the consent of the Governing Body
Planning Commission City position currently held by John Kirk with term expiring May 2022	2-May-22	Mayor with the consent of the Governing Body
Planning Commission City position currently held by Patti Bitler with term expiring May 2022	2-May-22	Mayor with the consent of the Governing Body

CURRENT TONGANOXIE Planning Commission

2/7/2022

Residency Requirements

5/7 Positions required to be City residents

	COUNTY	COUNTY	CITY	CITY	CITY	CITY	CITY
Position Number	1	2	3	4	5	6	7
Name	Monica Gee	Howard Brewington	John Kirk	Patti Bitler	Meagan Vestal	Amanda Horner - vacated by JMcCutchen Angela Schultz	
Appointment Date (CC)	3/15/2021	9/21/2020	1/6/2020	8/5/2019	9/21/2020	3/15/2021	3/15/2021
Term Expiration Date	5/6/2024	5/31/2023	5/5/2022	5/5/2022	5/4/2023	5/4/2023	5/6/2024
Officer Role	Chair		ViceChair		Secretary		