

City of Eudora Modified Public Meeting Procedure

The City of Eudora will hold its regular City Commission meeting on Monday, July 13, 2020 beginning at 7:00 P.M. Due to the concerns of spread of COVID-19, the City Commission meeting will be held remotely. To meet the spirit and intent of the Kansas Open Meetings Act (KOMA), anyone can listen to the meeting live via a conference call. This access can be gained as follows:

Dial-in number (US): (701) 802-5407

Access code: 7548666#

If anyone wishes to make a public comment, they may do so by sending or e-mailing their comment to City Clerk Pam Schmeck by 5:00 P.M. on Monday, July 13, 2020. Public comments can also be mailed to the City Clerk at P.O. Box 650, Eudora, Kansas 66025 (please keep in mind delivery time; if they do not arrive by 5:00 P.M. Monday, July 13, 2020 they will not be read), submitted via the utility bill drop box on the east side of City Hall, or e-mailed to pschmeck@cityofeudoraks.gov. The public comments will be read by the City Clerk during the public comment portion of the meeting. All public comments must include the name and address of the person submitting the comment. Please remember that public comment is limited to 5 minutes per person.

Members of the City Commission, presenters, or staff will identify themselves when speaking so that everyone will know who is speaking at the time.

**EUDORA CITY COMMISSION
MEETING AGENDA
July 13, 2020
Eudora City Office
4 East 7th Street Eudora, Kansas
7:00 P.M.**

Mayor: Tim Reazin

Vice Mayor: Ruth Hughs

City Commissioners: Jolene Born, Roberta Lehmann & Tim Bruce

- I. CALL TO ORDER Roll Call Pledge of Allegiance**
- II. CHANGES OR ADDITIONS TO AGENDA – Approve agenda**
- III. CONSENT ITEMS:**
 - A. Consider minutes of June 22, 2020 Eudora City Commission meeting**
 - B. Consider warrants against the City of Eudora**
 - C. Consider June Police Department report**
 - D. Consider June Fire Department report**

PUBLIC COMMENTS: Please state name and address prior to addressing the Governing Body. Public comments are limited to 5 minutes per speaker.

- IV. BUSINESS ITEMS:**
 - A. Consider Ordinance 1110: Authorizing the execution of an amendment to the loan agreement between the City of Eudora and Kansas Department of Health & Environment**
- V. Mayor & City Commission comments**
- VI. City Manager & staff comments**
- VII. WORK SESSION:**
 - A. Discussion of additional stop sign in Wakarusa Ridge Estates neighborhood**
 - B. Consider regulating fireworks**
- VIII. EXECUTIVE SESSION:**
 - A. Non-elected personnel**
- IX. Adjournment**

As a courtesy, please silence all cell phones while the City Commission meeting is in session.

Eudora City Commission Meeting
City Hall – 4 E. 7th Street
Eudora, Kansas
June 22, 2020
7:00 pm

Call to Order

Mayor Tim Reazin

Vice Mayor Ruth Hughs

Commissioner Jolene Born

Commissioner Roberta Lehmann absent

Commissioner Tim Bruce

Quorum noted.

Pledge of Allegiance was recited.

Changes or additions to agenda

Mayor Reazin requested the personnel matter of non-elected personnel Executive Session be removed from the agenda.

Mayor Reazin moved the City Commission approve the agenda with the personnel matter of non-elected personnel Executive Session removed, motion seconded by Commissioner Born, all ayes, motion carried, 4-0.

Consent agenda items

A. Consider minutes of June 8, 2020 Eudora City Commission meeting

B. Consider minutes of June 16, 2020 Eudora City Commission special meeting

C. Consider warrants against the City of Eudora

Mayor Reazin moved the City Commission approve the consent items, motion seconded by Commissioner Born, all ayes, motion carried, 4-0.

Public comments

Public comments were invited and heard by Sara Taliaferro introducing herself as a candidate for Douglas County Commissioner in District 2 and Robert Lasher regarding street conditions and storm drainage problems in his neighborhood around the 1300 block of Maple Street.

Public Hearing

A. Incentive request form Modern Manufacturing for Industrial Revenue Bond tax abatement
Staff has been working with Mr. Ed Snow and Mr. Russ Taylor with Modern Manufacturing who have been exploring sites for expansion of Modern Manufacturing. They submitted a formal application for process for 50% IRB tax abatement for ten years. A public hearing is required in this process. The legal notice was published and a notice of the public hearing was sent to Eudora School District and to the Douglas County Commission. Modern Manufacturing President Russ Taylor addressed the City Commission introducing Vice President of Operations Ed Snow and Ms. Andrea Taylor and explained their company to the City Commission. Modern Manufacturing representatives thanked the Commission and staff for being so helpful during the process and making them feel welcome. Mayor Reazin thanked Modern Manufacturing for considering Eudora and working with the Eudora Tech School.

Mayor Reazin opened the public hearing for public comments and none were heard.

Mayor Reazin closed the public hearing.

Business Items

- A. Consider Resolution 2020-06 determining the intent to issue Industrial Revenue Bonds, in an amount not to exceed \$8,299,500, to finance the costs of acquiring, construction, and equipping an industrial facility for the benefit of Modern Manufacturing, Inc.

Once the public hearing is completed the next step in the process is approving Resolution 2020-06 determining the intent to issue Industrial Revenue Bonds. Kevin Wempe, bond counsel with Gilmore and Bell, addressed the City Commission. He gave an overview of the IRB process. Modern Manufacturing is requesting a sales tax exemption certificate along with the 50% tax abatement for ten years. The next step will be to approve a bond ordinance issuing the bonds which will occur after the project has been completed and according to state law will begin start the next calendar year.

Vice Mayor Hughs moved the City Commission approve Resolution 2020-06 determining the intent of the City of Eudora to issue its Industrial Revenue Bonds in the amount not to exceed \$8,299,500 to finance the costs of acquiring, constructing and equipping an industrial facility for the benefit of Modern Manufacturing Inc. and its successors and assigns, motion seconded by Mayor Reazin, all ayes, motion carried, 4-0.

- B. Consider Resolution 2020-07 updating the Master Fee Schedule

Clerk Schmeck outlined the suggested changes to the fee schedule.

Vice Mayor Hughs moved the City Commission adopt Resolution 2020-07 updating the fees and language reflected in the Master Fee Schedule as presented, effective July 1, 2020 with an additional correction to the Mayor and Commissioner stipend, motion seconded by Commissioner Born, all ayes, motion carried, 4-0.

- C. Consider Authority to Award Contract for Bluejacket Trail Phase 2

Manager Matite stated the city applied for and was awarded this KDOT Transportation Alternatives grant for the completion of Phase II of the Bluejacket Trail project. The state recommended Freeman Concrete Construction LLC for the project. The city originally budgeted \$71,000 as the cash match but the actual cash match is \$85,000. The city has sufficient funds in the CIP Fund to cover the additional amount.

Commissioner Born moved the City Commission approve the Authority to Award contract sent from the State of Kansas and award the contract to Freeman Concrete Construction LLC of Shawnee, KS and authorize the release of \$85,000 to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas to provide the required city cash match for this project, motion seconded by Commissioner Bruce, all ayes, motion carried, 4-0.

Mayor and City Commission Comments

Mayor Reazin thanked Mr. Lasher for coming to the meeting and speaking to the Commission. Mayor Reazin will speak with the public works director and follow up with this issue.

Commissioner Bruce – No comment.

Commissioner Hughs attended the ribbon cutting at Homestead. It was very nice and well attended. Hughs appreciates the company choosing Eudora for their new site. She appreciates the part the city played in bringing this project to Eudora. Hughs read a comment from Eudora citizen Sandra Deay thanking city staff on their dedication to their jobs. Deay thanked staff for the extra effort in opening the pool this year. She requests that Nottingham Center be pretty as possible. Hughs thanked Mr. Lasher for attending the meeting in person to talk about his concerns.

Commissioner Born commented she has heard nice compliments regarding the aquatic center. She is glad the pool opened and is going well.

Commissioner Lehmann did not attend meeting.

City Manager and Staff Comments

City Manager Barack Matite commented staff would be in touch with Mr. Lasher for a follow up on his comments. A budget work session was scheduled for July 20, 2020 at 5:00 pm until 9:00 pm. Dinner will be provided. Staff will work with the grant administrator to process the CDBG-CV funds that the city will receive. A workshop is scheduled for Friday from 10:00 am to 2:00 pm. The goal is to have the applications from the businesses in hand by Friday. Analyst Rhodes will contact the committee members selected to help with the process. Casey's General Store formally submitted plans for a new store to be located in Nottingham Center. Douglas County extended Phase III of the reopening plan for two more weeks.

City Management Analyst Jeff Rhodes – No comment.

Director of Public Works Branden Boyd commented storm sewer and pipe is being installed on Peach Street which take care of the subgrade issue. There is about 1200 ft left before the tie in on the Winchester Waterline project.

Police Chief Wes Lovett – No comment.

Fire Chief Ken Keiter commented since the start of COVID calls had slowed down a little bit but they are picking up the last couple of weeks.

Parks & Recreation Director Sally Pennington commented overall the community has been thankful, understanding and appreciative that the pool was able to open this year. No issues have arisen. A few sessions have been maxed out. Staff is thankful and it's been a real positive place. Prepackaged items were available for purchase at the concession stand today. Nothing will change with the extension of Phase III. Leak investigators will be back at the pool to look for the source of leaks. Toy Story 4 will be shown at the Lucy Kaegi Park ball fields. Midco will be there with popcorn. The event is free for everyone. People will bring their own chairs or blankets. Social distancing should not be a problem. Parks & Recreation will provide a fireworks show at the usual location between the High School and the Middle School. The parking lots will be blocked off and citizens are encouraged to watch from their own property.

City Clerk Pam Schmeck – No comment.

Mayor Reazin moved to adjourn, motion seconded by Commissioner Bruce, all ayes, motion carried, 4-0.

Meeting adjourned at 8:00 pm.

Tim Reazin, Mayor

Pam Schmeck, City Clerk



City of Eudora Police Department

Report Date Range: 06/01/2020 to 06/31/2020

Dispatched Calls- Priority Level= 136

INCIDENT TYPE	# INCIDENTS	% of TOTAL
Medicals	23	16.91%
Adult/Child Welfare Checks	21	15.44%
Disturbances	12	8.82%
Domestics	12	8.82%
Thefts	11	8.09%
Drunk/Reckless Driver	10	7.35%
Other	47	34.56%
TOTAL	136	100.00%

Dispatched Calls- Non-Priority= 151

INCIDENT TYPE	# INCIDENTS	% of TOTAL
Request Speak to Officer	51	33.77%
Animal Calls	15	9.93%
Motorist Assist	12	7.95%
Investigate Vehicle	11	7.28%
Parking Violations	8	5.30%
Noise Complaints	6	3.97%
Other	48	31.79%
TOTAL	151	100.00%

Self-Initiated Calls/Stops= 68

TYPE	#	
Traffic Stops	56	
Traffic Citations	5	also counts as a traffic stop
Criminal Citations	5	also counts as a traffic stop
Arrests	7	includes warrants served & DUI's
Warrants Served	3	
Attempted Warrants	2	
DUI's	1	
TOTAL	68	

***Total officer interactions for the month of June= 355**

Investigations:

Detective Flick currently has 14 active cases: 4 burglaries, 6 sex crimes, 1 abuse case, 1 rape, 1 auto thefts. 26 cases are pending with the DA's office & court system. Detective Flick has closed 0 cases this month.

News & Events:

Other:

City of Eudora Fire Department

Eudora, KS

This report was generated on 7/6/2020 8:33:14 AM



Incident Statistics

Start Date: 06/01/2020 | End Date: 06/30/2020

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		59	
FIRE		13	
TOTAL		72	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
0	0	0	0
C1200	2	2	2
C1201	1	2	2
E1232	1	1	1
M12	1	1	1
S1251	10	15	15
TOTAL	15	21	21
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
736 - CO detector activation due to malfunction		1	
TOTAL		1	
MUTUAL AID			
Aid Type		Total	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
7		9.72	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
City of Eudora Fire Department	0:04:54	0:04:08	
AVERAGE FOR ALL CALLS		0:04:56	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
City of Eudora Fire Department	0:01:28	0:00:46	
AVERAGE FOR ALL CALLS		0:01:20	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
City of Eudora Fire Department		16:12	

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



City of Eudora Fire Department

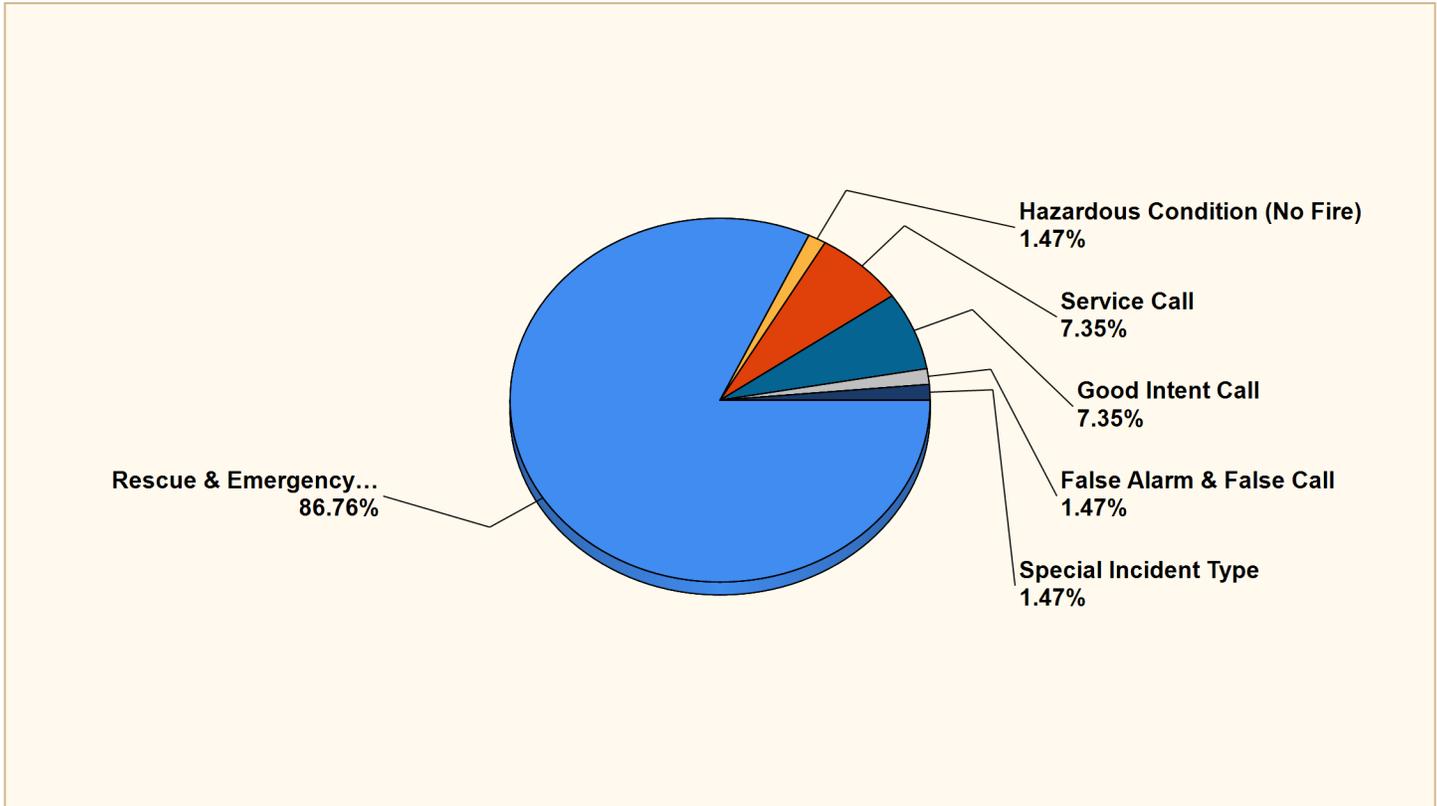
Eudora, KS

This report was generated on 7/6/2020 8:36:21 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/01/2020 | End Date: 06/30/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	59	86.76%
Hazardous Condition (No Fire)	1	1.47%
Service Call	5	7.35%
Good Intent Call	5	7.35%
False Alarm & False Call	1	1.47%
Special Incident Type	1	1.47%
TOTAL	72	105.87%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
311 - Medical assist, assist EMS crew	2	2.78%
321 - EMS call, excluding vehicle accident with injury	56	77.78%
322 - Motor vehicle accident with injuries	1	1.39%
412 - Gas leak (natural gas or LPG)	1	1.39%
512 - Ring or jewelry removal	1	1.39%
554 - Assist invalid	4	5.56%
611 - Dispatched & cancelled en route	3	4.17%
622 - No incident found on arrival at dispatch address	1	1.39%
631 - Authorized controlled burning	1	1.39%
736 - CO detector activation due to malfunction	1	1.39%
900 - Special type of incident, other	1	1.39%
TOTAL INCIDENTS:	72	100.02%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Pam Schmeck

From: Chuck Leistner <gysgt.leistner@gmail.com>
Sent: Wednesday, July 8, 2020 11:06 AM
To: Pam Schmeck
Subject: Public Comment regarding Eudora's Fireworks Code

My name is Charles Leistner and reside at 1224 Sandusky Drive. I would like to bring to the City Commission my concerns regarding Eudora's very loose Fireworks Code which promotes excessive use of fireworks by the City Residents and outlying Cities that come to Eudora to participate.

I purchased a home in Eudora on 15 March, 2019 and moved to this fine community on 3 April. I suppose that I did not do due diligence and research all City Codes prior to my home purchase. I was taken aback by the excessive use of fireworks last year from 1 July to 5 July. It was constant firecrackers and other daytime explosives from 7:00am until late at night, often ending after midnight. It was not only unnerving for my dogs but also my wife and I. It appears that the City and its residents are not concerned of the impact on small children, the elderly, Veterans and shift or early morning workers that are unable to sleep. I was taken aback that people were shooting this objects into the air without regard as to where they would land, leaving trash in yards and in the street. I asked one of my neighbors why there were fireworks in my yard as did not shoot any off. He stated that people were firing from the street at night without knowing where they would land. This type of cavalier disregard for safety is concerning as most of the items shot in the air are flammable with potential of staring fires.

This year I decided that I would not put my family and I in the same situation regarding non stop firecrackers and fireworks for 4 to 5 days so left the city to a State Park that prohibits fireworks. When I returned on 6 July, I noted that my driveway, yard, porch and roof had fireworks trash all over. Not one of my neighbors thought to clean up their mess. I was truly concerned about the rocket on my roof that had a waring label stating "Flammable Missile". Does the city have a liability insurance policy for fires caused by City Code condoned fireworks?

I would hope that Commission staff view the Eudora KS community discussion and bulletin Facebook page as well as Eudora KS Bulletin page. You will see many posts from residents that have the same concerns regarding the Fireworks Code with excessive use as I do. It would seem that some type of compromise could be worked out so that this time year would not be such a bad experience on a portion of the city residents. I would volunteer to be on a City Committee to come up with ideas that would meet most Residents expectations.

The experience last year soured me on the cozy and friendly feel of this great little city. Had I known the extent of the Eudora fireworks experience, I would not have purchased a home in this city. I'm concerned that this was not disclosed during the home purchase. Now that I'm here, I'm hopeful to make a positive impact.

Hi Pam,

I understand that a discussion about the July 1-4 fireworks is on the agenda for Monday night's meeting. I have some thoughts I would like to be considered.

1. For as many of the townspeople that enjoy the fireworks there are at least that many that do not. It is clear in the online forums and just talking with people around town. There is a tremendous amount of stress caused by the fireworks to our pets (many requiring medication), wildlife, babies, small children and our veterans. I own a pet sitting business in town and had many clients that had to pack up their dogs and babies and leave their homes for 4 nights. Cats were left behind with calming medicine (another expense) and instructions to leave on TVs and music to help them get through the fireworks.
2. We all know how incredibly damaging fireworks are to the environment. They literally shoot into the air pieces of metal, chemicals and toxins. This hangs in the air for several days and some actually never go away if you read environmental studies.
3. 4 days and nights of fireworks is just too much! The hours provided are not adhered to and the booms start early morning and continue well after the scheduled timeframes.
4. The firework debris around town is significant. The fields were left a mess this year with people not cleaning up after themselves. The neighborhoods look terrible with trash and debris literally for months. No one bothers to clean up their neighbors property that their fireworks exploded all over. Both my driveway and front yard are littered every year with debris until I clean it up.
5. In most of the surrounding towns and counties around Eudora fireworks are not legal. This includes Lawrence and all of Johnson County.

I do understand the firework sales help to sponsor/raise money for various groups in town which is great. However, I am sure there are healthier and kinder ways to supplement these funds.

If the city will not banish the fireworks completely then I respectfully request the 4 days and nights to be lessened to only the actual July 4th holiday.

Thank you for your consideration.

From: "Otto Buche" <ottobuche47@gmail.com>

Subject: fireworks

Date: July 5, 2020 at 6:36:18 PM CDT

To: <treazin@cityofeudoraks.gov>, "ruth hughes" <rhughes@cityofeudoraks.gov>, <jborn@cityofeudoraks.gov>, <rlehmann@cityofeudoraks.gov>, <tbruce@cityofeudoraks.gov>

Resent-From: <rhughes@cityofeudoraks.gov>

Dear city commissioners,

Please consider this my request for you to consider banning fireworks from the city limits of Eudora. Every year it gets a little worse and there doesn't seem to be any limit as to what you can get away with in regards to fireworks in this city.

I was afraid to go to bed last night in fear that my house would burn down. We were being attacked from all four sides and we could feel the concussion in our living room. It was so loud at times we could not hear television.

This morning we picked up a sack full of bomb debris from our yard. My roof is covered with the same remains from these way too powerful fireworks. I don't think I should have my property endangered like this. These are not ladyfingers, they are bombs.

The situation is out of control and unsafe for all neighbors.

Please do something about this unsafe practice before someone is seriously hurt and houses start burning down.

Thank you for your consideration.

Respectfully yours,

Otto J Buche
1306 W 13th Terr
Eudora

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Agenda Statement

Date: July 13, 2020
To: Mayor and City Commission
From: Barack Matite, City Manager
Jeff Rhodes, Management Analyst
Re: Consider Ordinance 1110: Amendment to KDHE/Kansas Public Water Supply Loan Fund Loan – Well #10 & Winchester Water Line

Background

In 2017, the City Commission passed Ordinance 1064 to enable the City to execute a loan with the Kansas Department of Health and Environment (KDHE) to construct a redundant water line (familarly known as Winchester Water Line) and complete a well for municipal use (familarly known as Well No.10).

In 2019, updated projects estimates were created, and project costs came in above the original estimates. As a result of those changes, City staff worked with KDHE to amend the loan amounts and related documentation.

Project Cost Changes

Staff presented these updated costs and project changes to the Commission in November of 2019. The City and KDHE are now ready to move forward with the updated loan agreement. The ordinance from 2017 and the updated project costs memo from 2019 are available upon request as reference.

Staff Comment

The action the Commission is taking tonight is an administrative action to approve Ordinance 1110 authorizing the execution of an amendment to the loan agreement between city of Eudora, Kansas and the state of Kansas, acting by and through the Kansas department of health and environment for the purpose of obtaining a loan from the Kansas public water supply loan fund for the purpose of financing a public water supply project; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the loan agreement.

The City has allocated funds in the budget to cover the debt service. Ordinance 1110 and the loan document have been included in your packet for review.

Budget Impact

The total increase to the loan is \$132,080.15 for Well No. 10, and \$333,563.72 for the Winchester Water Line. The tables below show the breakdown.

Well No. 10	
Original Project Cost (2017)	\$218,901
Projected Project Cost (2019)	\$350,981.15

Winchester Waterline	
Original Project Cost (2017)	\$364,329
Projected Project Cost (2019)	\$697,892.72

Public Water Supply Loan - KDHE		
	Annual	Monthly
Original/Current Loan Amount	\$601,309	\$37,784.50
Projected/New Loan Amount	\$1,050,000	\$66,200

City Manager Approval – N/A

Recommend Commission Action

Suggested Motion: I move the City Commission approve Ordinance 1110 authorizing the execution of an amendment to the loan agreement between the City of Eudora and Kansas Department of Health & Environment for the Winchester Water Line and Well No. 10 projects and authorize the Mayor to sign the official loan documents to authorize loan payments from the Water Utility Fund.

ORDINANCE 1110

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE LOAN AGREEMENT BETWEEN CITY OF EUDORA, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, CITY OF EUDORA, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

WHEREAS, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

[See Exhibit A of Loan Agreement]

(the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed \$1,050,000 (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Third Amendment to the Loan and to enter into a Third Amendment to the loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Third Amendment to the Loan Agreement.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EUDORA, KANSAS:

Section 1. Authorization of the Third Amendment to the Loan Agreement. The Municipality is hereby authorized to accept the Third Amendment to the Loan and to enter into a certain Third Amendment of the Loan Agreement, with an effective date of June 15, 2020, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Third Amendment to the Loan Agreement") to finance the Project Costs (as defined in the Third Amendment to the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Third Amendment to the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as

may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Third Amendment to the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan.

Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues (as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System's Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials and legal counsel 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 4. Governing Law. The Ordinance/Resolution and the Third Amendment of the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City of Eudora, and publication in the official City's newspaper.

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PASSED AND APPROVED by a majority vote of all members of the Governing Body of the City of Eudora, Kansas, this 13th day of July, 2020. Mayor.

Tim Reazin, Mayor

[SEAL]

ATTEST:

Pam Schmeck, City Clerk

THIRD AMENDMENT TO THE
LOAN AGREEMENT

BETWEEN

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS

AND

CITY OF EUDORA, KANSAS
KPWSLF PROJECT NO. 2926

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF MAY 10, 2017

AMENDMENT NO. 3
EFFECTIVE AS OF JUNE 15, 2020

Third Amendment to
the Loan Agreement between the
Kansas Department of Health and Environment
Acting on behalf of the State of Kansas
and Eudora, Kansas
Effective as of June 15, 2020

WHEREAS, the City of Eudora, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of May 10, 2017, (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the City of Eudora, KPWSLF Project No. 2926; and

WHEREAS, the Municipality hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, this Third Amendment to the Loan Agreement has been duly authorized and approved by the Kansas Development Finance Authority (attached hereto as Exhibit I).

WHEREAS, this Third Amendment to the Loan Agreement is entered into and effective as of June 15, 2020;

SECTION 1. Article II, Loan Terms, Section 2.01, Amount of Loan Exhibit B2, Exhibit F, and Exhibit G of the LOAN AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND EUDORA, KANSAS are hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the City of Eudora have caused this Third Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of June 15, 2020.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By: Leo G Henning
Leo G. Henning
Deputy Secretary and Director
Division of Environment

Date: 6-24-2020

By: _____

Printed Name
Mayor
City of Eudora

(Seal)

ATTEST:

By: _____

Title: _____

Date: _____

EXHIBIT I
CONSENT OF THE KANSAS DEVELOPMENT FINANCE AUTHORITY
FOR EXECUTION OF THE THIRD AMENDMENT TO THE LOAN AGREEMENT
BETWEEN
THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
AND EUDORA, KANSAS

WHEREAS, pursuant to the Kansas Public Water Supply Loan Fund, K.S.A. 65-163d et seq. as amended (the "Loan Act"), the State of Kansas has established the Kansas Public Water Supply Loan Fund for the purposes of the Safe Drinking Water Act Amendments of 1996 to be administered and managed by the Secretary of the Kansas Department of Health and Environment ("KDHE"); and

WHEREAS, the Kansas Development Finance Authority (the "Authority"), the Kansas Department of Administration, and the Secretary of KDHE have entered into an Inter-Agency Agreement dated as of March 1, 1999, and a Pledge Agreement, dated as of November 1, 1997, as the same may be amended and supplemented from time to time (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for Public Water Supply Projects and to pledge the Loan Repayments received pursuant to such Loan Agreements to the Authority and the Authority, in turn, pledges its rights to the Revenues under the Agreement to the payment of the principal of, premium, if any, and interest on the Bonds issued for the purpose of loaning the proceeds thereof to the participating municipalities; and

WHEREAS, based on said Pledge Agreement, KDHE has entered into a Loan Agreement effective May 10, 2017 with the City of Eudora, Kansas (the Municipality) for the benefit of KPWSLF Project No. 2926; and

WHEREAS, KDHE has expressed the need and intent to amend certain provisions and exhibits of said Loan Agreement with the Municipality in the form as set forth in a Third Amendment to the Loan Agreement as attached hereto; and

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, the Authority must consent in writing, to any amendment, supplement or modifications to the Loan Agreement.

WITNESSETH, the Kansas Development Finance Authority hereby agrees as follows:

- (1) The Authority acknowledges receipt of the Third Amendment to the Loan Agreement between the Kansas Department of Health and Environment and the City of Eudora, Kansas effective as of June 15, 2020;
- (2) The Authority consents to the execution of the Third Amendment to the Loan Agreement by KDHE and the City of Eudora.

KANSAS DEVELOPMENT FINANCE AUTHORITY

By 
Executive Director

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, KDHE will loan an amount not to exceed ~~\$601,309~~ \$1,050,000 to the Municipality to pay the costs of the Project described in Exhibit A hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (Exhibit B hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. An amendment to Exhibit B must be accomplished by an Amendment to the Loan Agreement executed by all parties.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Estimated Draws - Actual Interest Rate
 Amortization of Loan Costs - Loan Increase

Project Principal: 1,047,375.00
 Interest During Const.: 0.00
 Service Fee During Const.: 0.00
 Loan Origination Fee: 2,625.00
 Loan Reserve Account: 0.00
 Gross Loan Costs: 1,050,000.00

Prepared for:
 City of Eudora, Project No. 2926

6/15/2020 Gross Rate: 2.33%
 Service Fee Rate: 0.35% 1st Payment Date: 8/1/2019
 Loan Interest Rate: 1.98% Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Project Payments	Principal Payment	Service Fee	Total Payment	Ending Balance
1	8/1/2019	136,228.84	1,348.67		17,305.18	238.40	18,892.25	118,923.66
2	2/1/2020	118,923.66	1,177.34	913,771.16	17,506.79	208.12	18,892.25	1,015,188.03
3	8/1/2020	1,015,188.03	10,050.36		21,389.72	1,776.58	33,216.66	993,798.31
4	2/1/2021	993,798.31	9,838.60		21,638.91	1,739.15	33,216.66	972,159.40
5	8/1/2021	972,159.40	9,624.38		21,891.00	1,701.28	33,216.66	950,268.40
6	2/1/2022	950,268.40	9,407.66		22,146.03	1,662.97	33,216.66	928,122.37
7	8/1/2022	928,122.37	9,188.41		22,404.04	1,624.21	33,216.66	905,718.33
8	2/1/2023	905,718.33	8,966.61		22,665.04	1,585.01	33,216.66	883,053.29
9	8/1/2023	883,053.29	8,742.23		22,929.09	1,545.34	33,216.66	860,124.20
10	2/1/2024	860,124.20	8,515.23		23,196.21	1,505.22	33,216.66	836,927.99
11	8/1/2024	836,927.99	8,285.59		23,466.45	1,464.62	33,216.66	813,461.54
12	2/1/2025	813,461.54	8,053.27		23,739.83	1,423.56	33,216.66	789,721.71
13	8/1/2025	789,721.71	7,818.24		24,016.41	1,382.01	33,216.66	765,705.30
14	2/1/2026	765,705.30	7,580.48		24,296.20	1,339.98	33,216.66	741,409.10
15	8/1/2026	741,409.10	7,339.95		24,579.24	1,297.47	33,216.66	716,829.86
16	2/1/2027	716,829.86	7,096.62		24,865.59	1,254.45	33,216.66	691,964.27
17	8/1/2027	691,964.27	6,850.45		25,155.27	1,210.94	33,216.66	666,809.00
18	2/1/2028	666,809.00	6,601.41		25,448.33	1,166.92	33,216.66	641,360.67
19	8/1/2028	641,360.67	6,349.47		25,744.81	1,122.38	33,216.66	615,615.86
20	2/1/2029	615,615.86	6,094.60		26,044.73	1,077.33	33,216.66	589,571.13
21	8/1/2029	589,571.13	5,836.75		26,348.16	1,031.75	33,216.66	563,222.97
22	2/1/2030	563,222.97	5,575.91		26,655.11	985.64	33,216.66	536,567.86
23	8/1/2030	536,567.86	5,312.02		26,965.65	938.99	33,216.66	509,602.21
24	2/1/2031	509,602.21	5,045.06		27,279.80	891.80	33,216.66	482,322.41
25	8/1/2031	482,322.41	4,774.99		27,597.61	844.06	33,216.66	454,724.80
26	2/1/2032	454,724.80	4,501.78		27,919.11	795.77	33,216.66	426,805.69
27	8/1/2032	426,805.69	4,225.38		28,244.37	746.91	33,216.66	398,561.32
28	2/1/2033	398,561.32	3,945.76		28,573.42	697.48	33,216.66	369,987.90
29	8/1/2033	369,987.90	3,662.88		28,906.30	647.48	33,216.66	341,081.60
30	2/1/2034	341,081.60	3,376.71		29,243.06	596.89	33,216.66	311,838.54
31	8/1/2034	311,838.54	3,087.20		29,583.74	545.72	33,216.66	282,254.80
32	2/1/2035	282,254.80	2,794.32		29,928.39	493.95	33,216.66	252,326.41
33	8/1/2035	252,326.41	2,498.03		30,277.06	441.57	33,216.66	222,049.35
34	2/1/2036	222,049.35	2,198.29		30,629.78	388.59	33,216.66	191,419.57
35	8/1/2036	191,419.57	1,895.05		30,986.63	334.98	33,216.66	160,432.94
36	2/1/2037	160,432.94	1,588.29		31,347.61	280.76	33,216.66	129,085.33
37	8/1/2037	129,085.33	1,277.94		31,712.82	225.90	33,216.66	97,372.51
38	2/1/2038	97,372.51	963.99		32,082.27	170.40	33,216.66	65,290.24
39	8/1/2038	65,290.24	646.37		32,456.03	114.26	33,216.66	32,834.21
40	2/1/2039	32,834.21	325.06		32,834.21	57.39	33,216.66	0.00
		Totals	212,461.35		1,050,000.00	37,556.23	1,300,017.58	

EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EUDORA, KANSAS
HELD ON _____ (ORDINANCE DATE)**

The Governing Body of the City of Eudora met in _____ regular session at the usual meeting place in the City, at _____ [meeting time], 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)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE LOAN AGREEMENT BETWEEN EUDORA, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, Council member _____ moved that said Ordinance be passed. The motion was seconded by Council member _____. Said 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, the vote being as follows:

Yes: _____.

No: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

* * * * *

(Other Proceedings)

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

(SEAL)

_____ Clerk

(Published in [Official City Newspaper] on [publication date])

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE LOAN AGREEMENT BETWEEN CITY OF EUDORA, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, CITY OF EUDORA, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

WHEREAS, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

[See Exhibit A of Loan Agreement]

(the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed \$1,050,000 (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Third Amendment to the Loan and to enter into a Third Amendment to the loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Third Amendment to the Loan Agreement.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF [CITY], KANSAS:

Section 1. Authorization of the Third Amendment to the Loan Agreement. The Municipality is hereby authorized to accept the Third Amendment to the Loan and to enter into a certain Third Amendment of the Loan Agreement, with an effective date of June 15, 2020, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Third Amendment to the Loan Agreement") to finance the Project Costs (as defined in the Third Amendment to the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Third Amendment to the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as

may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Third Amendment to the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues (as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System's Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials and legal counsel 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 4. Governing Law. The Ordinance/Resolution and the Third Amendment of the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City of Eudora, and publication in the official City's newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City of Eudora on _____ (Ordinance Date) and signed and **APPROVED** by the Mayor.

(SEAL)

Mayor
ATTEST:

Clerk

APPROVED AS TO FORM ONLY.

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[Date]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Third Amendment to the Loan Agreement effective as of June 15, 2020, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and the City of Eudora, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Third Amendment to the Loan Agreement (the "Third Amendment to the Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Third Amendment to the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Third Amendment to the Loan Agreement) for repayment of the Loan evidenced by the Third Amendment to the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Third Amendment to the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Third Amendment to the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Third Amendment to the Loan Agreement;
- (c) Ordinance No. _____ of the Municipality (the "Ordinance") adopted on _____ (Ordinance Date), and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Third Amendment to the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Third Amendment to the Loan evidenced by the Loan Agreement; and

- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality cooperation duly created, organized and existing under the laws of the State.
2. The Municipality operates a Public Water Supply System, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Third Amendment to the Loan Agreement.
5. The Third Amendment to the Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Third Amendment to the Loan Agreement by the State, acting by and through KDHE.
6. By adopting the Ordinance, the Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Third Amendment to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Third Amendment to the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,



Memorandum

Date: July 13, 2020
To: Mayor T. Reazin & City Commissioners
From: Wes Lovett, Chief of Police
Re: Stop Sign Request

Background

On January 7, 2020, I received an email from Ryan Arnold (1204 W 13th Lane). Mr. Arnold stated that he has become increasingly concerned regarding the intersection at 13th Terrace and 13th Lane. He said the amount of traffic is continuing to increase as new homes are being built on the west side of Wakarusa Estates. He stated he “watches cars fly up and down” and something had to be done. I responded back to Mr. Arnold and said we would conduct selective enforcement and would let him know the results.

Results - Eudora Police Department personnel conducted seventeen hours of enforcement. The fastest speed we observed was thirty miles per hour, therefore, zero vehicles were stopped.

I shared the results, via email, with Mr. Arnold on March 2nd. I did not hear back from him nor anyone else in the neighborhood until Mr. Tegmeier spoke at the March 10th Commission meeting.

Staff Comments and Recommendations

Seventeen hours is a considerable amount of time to spend at one location. This number is almost double the time we would normally spend on a typical traffic complaint. Thirteenth terrace is not a main thoroughfare, and there are only approximately eighteen homes located west of this intersection. For these reasons, as well as the results of our selective enforcement, I do not recommend a stop sign be placed in the intersection of 13th Terrace and 13th Lane.



Memorandum

Date: July 13, 2020
To: Mayor and City Commission
From: Barack Matite, City Manager
Jeff Rhodes, Management Analyst
Re: **Work Session – Consider Additional Regulation of Fireworks in Eudora**

Background

The City of Eudora has two City Code sections that address the regulation of fireworks within City Limits – 7-401 and 7-402. Those two ordinances regulate the sale and discharge of fireworks within the city. Effectively, fireworks are illegal – to sell or discharge – in Eudora except between the dates of July 1 and July 4. Further, the times of sales and discharge are limited on each day. Bottle rockets are the only firework that is strictly prohibited.

The City of Eudora has organized an annual fireworks display for many years. Additionally, the community has a strong tradition of residents gathering to celebrate our nation's birthday and setting off large quantities of fireworks, across the City. Even more, there are several local non-profit organizations that conduct annual fundraising through the sale of fireworks in Eudora.

This year, the Eudora Fire Department responded to a call of a garbage can on fire due to improperly disposed fireworks casings. Eudora Police responded to 14 calls related to fireworks. Last year they responded to 13. There have also been several incidents in recent years where folks suffered injuries and property damage occurred because of unsafe fireworks usage.

In 2020, the City received comments from a few concerned citizens about the negative impacts of the widespread sale and use of fireworks in the City. Namely, they are concerned about the noise, the fire risk, the smoke, the litter, and the general disregard for safety and their neighbors. In addition to the emails received by the City, there have been several active comment threads on the community's Facebook pages. Those comments focus on:

- The noise nuisance and the challenges it causes for veterans with PTSD, folks with anxiety disorders, and pets. Also, the fact that many folks set off fireworks late into the night, after the midnight deadlines.
- The public safety risk of fire due to fireworks landing on houses, trees, grass, and open fields.
- The disregard for public spaces. This includes litter in the road, in others' yards, and in public spaces. One resident posted a video of the ball fields at the West Sports Complex covered in spent fireworks casings. His video talked about how the litter/debris made baseball practice nearly impossible and that the kids and parents had to clean it up before they could use the field.

- Several folks also posted and expressed support about the celebrations the City puts on during the 4th.

In preparation for this work session, staff has researched fireworks regulations, codes, and processes from neighboring communities and the National Fire Protection Association. There are several key pieces of this conversation for you to consider:

1. [The State of Kansas, through the State Fire Marshal, bans bottle rockets across the State.](#) Otherwise, they only permit fireworks sale during fireworks season – June 27 – July 5 – delegate the authority to regulate fireworks to local jurisdictions. Eudora is free to make rules that meet their community's wants and desires.
 - a. [According to the US Consumer Product Safety Commission](#), Kansas permits all consumer fireworks, aside from bottle rockets. Additionally, they indicate that sales only permitted between June 27 and July 5.
 - b. [Here is the complete list from the Fire Marshal](#)
2. [Missouri has similar regulations and expanded sale dates](#) – June 20 through July 10 AND December 20 – January 2.
3. Most of the neighboring communities we looked at have completely banned fireworks for the reasons mentioned above – public safety, nuisance, and litter.
 - a. Those communities include:
 - i. [Lawrence](#)
 - ii. [Baldwin City](#)
 - iii. [De Soto](#)
 - iv. [Leavenworth](#)
 - b. [Tonganoxie](#), [Basehor](#), [Lansing](#) and [unincorporated Douglas County](#) have very similar regulations to Eudora. Tonganoxie explicitly bans bottle rockets and sky lanterns – the floating, candles that fly for long distances using the hot air from a lit candle.

The NBC affiliate in Kansas City put out a comprehensive guide for their viewing area regarding what communities have which restrictions for fireworks. You can find that guide here: <https://www.kshb.com/lifestyle/holiday/the-definitive-guide-to-fireworks-legality-in-the-kansas-city-metro#Lenexa>

Staff Comment

Staff are prepared to answer any questions you may have about how to proceed with this discussion. Additionally, staff have identified a few questions to help guide the conversation:

- Should Eudora create additional guidance and regulations for fireworks?
- How can the City enforce any additional regulations?