

# **CITY COMMISSION AGENDA**

City Hall Commission Chambers

Monday, December 3, 2012

7:00 p.m.

MEETING #4906

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION:** By Phillip Scott of First Christian Church

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

## **VISITORS**

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, November 19, 2012;
2. Appropriation Ordinance No. 23, December 3, 2012;
3. Approval of Change Order No. 1 for Beeson Road Asphalt Mill & Overlay;
4. Approval of Change Order No. 1 for Trail Street Asphalt Mill & Overlay;
5. Cereal Malt Beverage License;
  - a. Casa Alvarez, 1701 W. Wyatt Earp Blvd.
6. Approval of Rack Card Project

## **ORDINANCES & RESOLUTIONS**

**Resolution No. 2012-37:** A Resolution Acknowledging the Proposed Transfer of Certain Property Subject to an Ad Valorem Property Tax Exemption and Acknowledging the Continued Applicability of such Ad Valorem Property Tax Exemption and all Conditions Therefore. Report by City Clerk/Director of Finance, Nannette Pogue.

**Resolution No. 2012-38:** An Ordinance Authorizing and Directing the Issuance, Sale and Delivery of General Obligation Temporary Notes, Series 2012-1, of the City of Dodge City, 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. Report by City Clerk/Director of Finance, Nannette Pogue.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of Memorandum of Understanding with Interfaith Housing for Hinkle House. Report by Leslie Lomas.
2. Approval of YMCA Membership Rate Proposal (REVISED). Report by Assistant City Manager, Cherise Tieben.
3. Approval of Naming of Field 1 at Legends Field. Report by Director of Parks & Recreation, Paul Lewis.

## **OTHER BUSINESS**

## **ADJOURNMENT**

# **CITY COMMISSION MINUTES**

City Hall Commission Chambers

Monday, November 19, 2012

7:00 p.m.

MEETING #4905

## **CALL TO ORDER**

**ROLL CALL:** Mayor Rick Sowers, Commissioners, Joyce Warshaw, Jim Sherer, Kent Smoll and Brian Delzeit.

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **Petitions & Proclamations**

**VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).**

Report on Cultural Relations Advisory Board by Chairperson, Greta Clark  
Report regarding use of Plastic Bags by Public Information Director, Jane Longmeyer  
Report on United Wireless Arena upcoming Events & Activities, Executive Director, Ralph Nall.

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, November 5, 2012
2. Appropriation Ordinance No. 22, November 19, 2012
3. Approval of Amendment to No. 6 to the Agreement for Operations Maintenance and Management Series for the Wastewater Treatment Plants.
4. Ratification of Bids for Crotts Aircraft Services Roof.
5. Approval of Hennessey Hall Lease Agreement with Southwest Kansas Service Center
6. Cereal Malt Beverage License
  - a. South Dodge Shamrock, 302 S. 2<sup>nd</sup>

Commissioner Brian Delzeit moved to approve the Consent Calendar as presented; Commissioner Kent Smoll seconded the motion. The motion carried 5-0.

**ORDINANCES & RESOLUTIONS**

**Resolution No. 2012-34:** Resolution Authorizing Payment of 2012 Year End Bonuses to Qualified Employees was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Joyce Warshaw, Motion carried 5-0.

**Resolution No. 2012-35:** A Resolution Authorizing the offering for sale of General Obligation Temporary Notes, Series 2012-1, of the City of Dodge City, Kansas was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Brian Delzeit. Motion carried 5-0.

**Resolution No. 2012-36:** of the Governing Body of the City of Dodge City, Kansas approving the form of an Amendment to a certain Bond Agreement entered into by the City in connection with the issuance by the City of its Taxable Industrial Revenue Bonds (Kimbroy's Properties L.L.C.) was approved on a motion by Commissioner Brian Delzeit, seconded by Commissioner Jim Sherer. Motion carried 5-0.

**NEW BUSINESS**

Approval to increase the cost of the Side Walk Cost Share Program in the amount of \$900 on any one property frontage and \$1,600 for properties with two frontages with the cost share percentage to remain at 50% of the actual repair or replacement cost until the new maximum dollar amount is reached was approved on a motion by Commissioner Brian Delzeit, seconded by Commissioner Joyce Warshaw. Motion carried 5-0.

Commissioner Jim Sherer moved to approve the Parks and Recreation Advisory Board recommendation to adopt the name Gunsmoke Trail for the Pedestrian/Bicycle Path Trail, The motion was seconded by Commissioner Brian Delzeit. Motion carried 5-0.

Authorized the City to submit local match financial commitment letters to be included with SFY 2014 U.S.C. 49-5311 (Public Transportation) and U.S.C. 49-5316 (Mobility Management) grant applications to be submitted to KDOT with a local match of \$288,459.00 on a motion by Commissioner Kent Smoll, seconded by Commissioner Jim Sherer. Motion carried 5-0.

Ray Slattery reported that the City of Dodge City will receive an award from American Council of Engineering Companies for the Water Reclamation Facility and the beneficial Reuse of that water, to be presented at the Association of City/County Mangers to be held December 6, 2012.

**UNFINISHED BUSINESS****OTHER BUSINESS**

Jim Sherer

- Thanks to Melissa McCoy for her work with refurbishing the Statue at Boothill;
- Thanks Ray Slattery for Expansion of the Sidewalk Program;
- Thanked Jennifer Delzeit for her determination in project;
- Reported he attended a Southwest Kansas Legislatives Program today.

Kent Smoll

- Thanks Jane for reports on Plastic Bag Program;
- Reported regarding the Kansas Gaming & Racing Commission in Dodge City and the report by Debbie Snapp regarding problem gaming;
- Black Friday – Encourage to shop local; and
- Happy Thanksgiving.

Brian Delzeit

- Happy Thanksgiving

Rick Sowers

- Thanked everyone responsible for award;
- Thanks Jennifer Delzeit for her project; and
- Thanked Jane for her report on Plastic Bags;

**ADJOURNMENT**

Commissioner Jim Sherer moved to adjourn the meeting; Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

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Rick Sowers, Mayor

ATTEST:

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Nannette Pogue, City Clerk

# Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Ray Slattery,   
City Engineer*

*Date: November 19, 2012*

*Subject: Beeson Rd. Asphalt Mill &  
Overlay  
ST 1205*

*Agenda Item: Consent Calendar*

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**Recommendation:** Approve change order No.1 Beeson Road Asphalt Mill & Overlay.

**Background:** Beeson Road Asphalt Mill & Overlay was approved by the Commission on July 16, 2012.

**Justification:** Asphalt Patching — The deletion of 9 tons of asphalt represent actual field measurements /weigh tickets. The reason for the under run was an over estimation/rounding of quantities in the design stage of this project.

Liquidated Damages — Due to scheduling conflicts, the contractor was not able to complete the project in the contracted time. Seventeen additional calendar days were charged to the contractor.

**Financial Considerations:** Change Order No.1 is for an decrease of \$3,230.00

**Purpose/Mission:** One of the City's core values in Ongoing Improvements. With the construction of these improvements the City is preparing for the community's future and providing new possibilities for current and future citizens of our community.

**Legal Considerations:** N/A

**Attachments:** Change Order No.1



# Memorandum

*To:* City Manager  
Assistant City Manager  
City Commissioners

*From:* Ray Slattery, *RS*  
City Engineer

*Date:* November 28, 2012

*Subject:* Trail St. Asphalt Mill &  
Overlay ST 1206

*Agenda Item:* Consent Calendar

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**Recommendation:** Approve change order No.1 Trail Street Asphalt Mill & Overlay.

**Background:** Trail Street Asphalt Mill & Overlay was approved by the Commission on July 16, 2012.

**Justification:** Liquidated Damages — Due to scheduling conflicts, the contractor was not able to complete the project in the contracted time. Nineteen additional calendar days were charged to the contractor.

**Financial Considerations:** Change Order No.1 is for an decrease of \$1,900.00

**Purpose/Mission:** One of the City's core values in Ongoing Improvements. With the construction of these improvements the City is preparing for the community's future and providing new possibilities for current and future citizens of our community.

**Legal Considerations:** N/A

**Attachments:** Change Order No.1



**INDIVIDUAL/SOLE PROPRIETOR  
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

City or  County of Dodge City

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the license premises.	

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): <u>K13315326</u>			
Name	Phone No.	Date of Birth	
<u>Rocio Alvarez</u>	<u>620-225-7164</u>	<u>5-10-60</u>	
Residence Street Address	City		
<u>1204 Shira St.</u>	<u>Dodge City, KS 67801</u>		
Applicant Spousal Information			
Spouse Name	Phone No.	Date of Birth	
<u>Javier Alvarez</u>	<u>620-225-7164</u>	<u>10-2-52</u>	
Residence Street Address	City		
<u>1204 Shira St.</u>	<u>Dodge City, KS 67801</u>		

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name	Name		
<u>Casa Alvarez</u>			
Business Location Address	Address		
<u>1701 W Wyath Corp</u>			
City	State	City	State
<u>Dodge City, KS</u>	<u>67801</u>		
Business Phone No.	<input checked="" type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.		
<u>620-227-7164</u>			
Business Location Owner Name(s)			
<u>Javier + Rocio Alvarez</u>			

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>29</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse <sup>1</sup> has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Have Not Have
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

*has not*

# Memorandum

*To: City Manager  
Assistant City Manager*  
*From: Jan Stevens Director CVB*  
*Date: 11-30-12*  
*Subject: Rack Card Project \$17,822.08*  
*Agenda Item: Consent Calendar*

**Recommendation:** Staff recommends continuation of the distribution service agreement between Certified Folder Display Service and the Dodge City CVB. The agreement will allow approximately 100,000 rack card advertisement pieces to be displayed in 987 locations in a multi state area at a cost of \$14,992.08. The cost of the printed material is \$2,830.00, for a total cost of the program at \$17,822.08.

**Background:** The CVB has a longstanding history of success with the services provided by Certified Folder, the company of visitor marketing program of professional brochure distribution. The contract will cover brochure distribution to the Limon/I-70 Colorado area, SE Colorado, Colorado Springs, all of the State of Kansas, the Oklahoma City area, Amarillo and Lubbock Texas. The CVB Advisory Board supports the continuation of this service. There was no bid process with the service, as this is the only company who provides this service. Bids were taken on the printing of the rack cards, and local printer, Spearville News was the low bid.

**Justification:** The service allows Dodge City tourism venues exposure to travelers in Motels, Campgrounds, convenience stores, and restaurants where regional travelers frequently spend the nights, eat meals, and shop. The service that is provided will distribute stock and restock visitor's information to the traveling public with a cost effective program.

**Financial Considerations:** I have included the expense of the program into my 2012 marketing plan.

**Purpose/Mission:** The inclusion of this advertising service supports the mission of the CVB in the pursuit to promote and market Dodge City and area resources, attractions, and assets to prospective tourists.

**Legal Considerations:** The Contract of the Distribution Service Agreement will be signed by the CVB and will be valid from March 1<sup>st</sup> 2013 to February 28<sup>th</sup> 2014. Renewal of the Contract is November 8<sup>th</sup> 2012.

**Attachments:** I am including the Certified Folder Distribution Agreement, from Steve Serreyn, the District Sales Manager for Certified Folder Display Inc.

Supporting documents available upon request



Contract Nbr: 12-0078318  
Revision Nbr: 00001

1. **Brochure Placement.** The actual placement and positioning of Advertiser's brochure in Certified's brochure display rack(s) and/or website(s) under this Agreement shall be within the sole and absolute discretion of Certified. Certified shall use its reasonable efforts to maintain adequate numbers of the brochures at each physical display rack, but Certified shall have no liability to Advertiser where the number of brochures is reduced or completely depleted due to special events or due to other circumstances beyond Certified's reasonable control.
2. **Fuel Surcharge.** Certified may, from time to time, impose a temporary fuel surcharge equal to 3.0% of the net monthly fee specified in the monthly billing schedule, upon 30 days written notice to Advertiser. Advertiser may elect to cancel contract on five day's written notice without penalty if surcharge is deemed unacceptable.
3. **Rights of Location Management.** The person or entity which owns or controls the physical premises at which a physical display rack is located shall have the right to object to the display of Advertiser's brochures. If Certified is informed of such objection, then it may in its sole and absolute discretion, without notice to Advertiser, remove the brochures from such location and place them at another location with no reduction in the fees due from Advertiser.
4. **No Representations or Warranties.** Certified does not make and specifically disclaims any representation, warranty or guarantee to Advertiser, including without limitation, any representation or warranty that: (a) any particular number of brochures will actually be distributed; (b) any particular amount of website traffic will be realized; (c) use of Certified's website(s) will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (d) Certified's website(s) will meet Advertiser's requirements or expectations; or (e) the servers that make Certified's website(s) available will be free of viruses or other harmful components.
5. **Shipment of Brochures.** All tangible brochures and/or publications to be distributed under this Agreement shall be shipped to Certified warehouse location(s), freight prepaid at Advertiser's expense. Any freight costs incurred by Certified on behalf of the Advertiser will be billed back to the Advertiser.
6. **No Other Rights.** This Agreement does not constitute a distributorship, joint venture, partnership, franchise, or other form of business relationship. Advertiser shall have no rights to renew or extend this Agreement. Any offer to renew or extend this Agreement by Certified shall be in its sole and absolute discretion and subject to any terms or conditions that Certified may impose in connection therewith.
7. **Reproduction of Materials; Compliance with Laws; Indemnity.** Advertiser hereby authorizes and grants to Certified and its affiliates a non-exclusive, royalty-free, worldwide license to scan, digitize, modify, reproduce and distribute Advertiser's marketing materials, including but not limited to Advertiser's advertising brochures, trademarks, service marks and copyrighted materials, for the promotional purposes contemplated by this Agreement. Advertiser represents and warrants that (i) all materials provided or made available to Certified comply with all applicable laws and regulations, including copyright, publicity and trade secrecy laws; (ii) such materials are solely and exclusively owned by Advertiser and do not infringe upon the rights of any third party; and (iii) Advertiser has the sole and exclusive right and authority to grant the rights provided herein. Advertiser shall indemnify, defend and hold Certified harmless against any loss, damage, claim, liability or expense, including but not limited to legal fees and court costs, arising out of or related to the contents of Advertiser's materials and/or Advertiser's breach of any representation or warranty provided in this Agreement.
8. **Partial Invalidity.** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be read as though the invalid or unenforceable portion or provision was never included. The remainder of this Agreement excluding the invalidity or unenforceable portion or provision shall continue in full force and effect.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principals.
10. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
11. **Limitation on Damages.** Certified will not be liable for any failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God and other force majeure events. In no event shall Certified be liable for lost profits or other consequential or incidental damages sustained by Advertiser as a result of a breach of this Agreement by Certified. In the event Certified materially breaches this Agreement, then it is agreed that Advertiser will be entitled to recover a maximum amount equal to one month of the fees due from Advertiser to Certified as liquidated damages.

12. **Indemnification.** Advertiser shall indemnify, defend and hold Certified harmless from and against any and all claims, threats, suits or liability (including legal fees and costs incurred by Certified in defending or responding to any claim, threat, or suit or any amounts paid by Certified in satisfaction of any judgment or other award incurred or expended by Certified) in any way related to, connected with, or arising out of the services provided to Advertiser in connection with this Agreement, including the posting of Advertiser's materials on Certified's website(s), and all publication, production and/or print design work produced for or used on behalf of Advertiser by Certified, its agents, assigns and subcontractors, concerning or related to this Agreement.
13. **Jurisdiction and Venue.** Advertiser consents to the exclusive jurisdiction of the superior courts of the State of California, County of San Diego, in connection with any dispute arising under or related to this Agreement.
14. **Modification in Writing.** This Agreement may be modified only by a writing executed by the party to this Agreement against whom enforcement of such modification is sought.
15. **Transfer of Rights.** Advertiser may not transfer its rights under this Agreement without the prior written consent of Certified, which consent shall not be unreasonably withheld.
16. **Prior Understandings.** This Agreement and the documents attached hereto contain the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement and supercedes all prior understandings, agreements, representations and warranties, whether oral or written, with respect to such subject matter.
17. **Notices.** All notices and/or communications regarding this Agreement other than a change of address, shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid and return receipt requested, FAX'd to Certified's corporate office, or by an overnight express courier service that provides written confirmation of delivery to such party's address shown on the front of this Agreement.
18. **Waiver.** No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver, nor will any single or partial exercise of any right preclude the further exercise of any other right.
19. **Failure to Provide Brochures.** Failure on the part of Advertiser to provide a sufficient number of brochures and/or to submit electronic copies of brochures in digital format(s) as requested by Certified shall in no way affect Advertiser's obligation to pay Certified under the terms and conditions of this Agreement.
20. **Loss of Material.** Certified is not responsible for the loss of, or damage to, Advertiser's brochures and/or other literature under any circumstances. Advertiser is responsible for securing appropriate insurance coverage to protect against any loss or damage to its brochures and/or other literature.
21. **Print & Advertisement Disclaimer.** In no event shall Certified be liable for color variances in any part or whole of Advertiser's publications, whether in print or included on Certified's website(s). Also, Certified will not be liable for errors in Advertiser's publications after Advertiser has signed approval to print and/or provided electronic copies, as applicable. If Advertiser does not indicate specific color preferences, Certified reserves the right to specify color of advertisement.
22. **Website Content.** Advertiser shall, at Certified's request, submit electronic copies of brochures to be included on Certified's website(s) in digital format(s) as reasonably requested by Certified from time to time.
23. **Cancellation.** This Agreement may be cancelled by either party with at least thirty (30) days written notice to other party; provided, however, if this Agreement includes an advertisement in a publication, the parties acknowledge that cancellation is not possible within 30 days of the publication date or at any time following publication. Adjustment will be made to the actual earned rate. If paid in advance, any unearned fees will be refunded less any adjustment to the actual earned rate. Additionally, if an invoice for advertising space on the Washington State Ferry System (WSF) or BC Ferries (BCF) is not paid by Advertiser within 30 days, Certified may cancel this Agreement immediately without notice.
24. **Washington State Ferry Program (WSF), BC Ferries Program (BCF) & California Welcome Center Program (CWC).** In the event Certified Folder Display Service, Inc. is unable to provide advertising space in either the (WSF), (BCF), or (CWC) programs as contracted for, this Agreement may be cancelled immediately by either party without penalty.
25. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of Advertiser and Certified and nothing in this Agreement may be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right.

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

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

APPROVED BY ADVERTISER



# DISTRIBUTION SERVICE AGREEMENT

**RENEWAL**

FEDERAL TAX ID: 48-6008416 REF: 11-0072929  
 SALES PERSON: 099400 - Steve Serreyn  
 ADVERTISER ID: 113027  
**SHIP TO:**  
 ADVERTISER: Dodge City CVB  
 CONTACT: Jan Stevens, Director  
 EMAIL: www.visitdodgecity.org  
 ADDRESS1: PO Box 1474 NEW ADDRESS:   
 ADDRESS2: Dodge City  
 CITY: Dodge City  
 STATE: KS ZIP: 67801  
 PHONE: (316) 225-8186 FAX:   
 ADDRESS1: PO Box 1474 NEW ADDRESS:   
 ADDRESS2: Dodge City  
 CITY: Dodge City  
 STATE: KS ZIP: 67801  
 PHONE: (316) 225-8186 FAX:

DATE: 11/08/2012  
 CONTRACT: 12-0078318 REV: 00001  
 START DATE: 03/01/2013  
 END DATE: 02/28/2014

**NAME OF BROCHURE / PUBLICATION:**  
 Dodge City & Boot Hill Casino

INVENTORY ID NUMBER: 003192

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	NONPROF	OVERTIME	TOTAL NET FEE
1-VM-1-R/LB	Limon/I-70	37	03/01/13	02/28/14	58.40	12	700.80	-35.04	-53.26	612.50
1-VM-1-R/SEC	SE Colorado	30	03/01/13	02/28/14	45.60	12	547.20	-27.36	-41.59	478.25
1-VM-2-R/CS	Colorado Springs (Super Cities)(*5 seasonal loc)	135	03/01/13	02/28/14	236.70	12	2,840.40	-142.02	-215.87	2,482.51
1-VM-1-CN/KS	Kansas	349	03/01/13	02/28/14	538.00	12	6,456.00	-322.80	-490.66	5,642.54
1-VM-1-CN/OKC	Oklahoma City	289	03/01/13	02/28/14	440.10	12	5,281.20	-264.06	-401.37	4,615.77
1-VM-2-SW/AM	Amarillo (Super Cities)	71	03/01/13	02/28/14	117.15	12	1,405.80	-70.29	-106.84	1,228.67
1-VM-1-SW/LU	Lubbock	76	03/01/13	02/28/14	117.80	12	1,413.60	-70.68	-107.43	1,235.49

**COMMENTS/SPECIAL INSTRUCTIONS:**

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

**APPROVED BY ADVERTISER**

Signature: \_\_\_\_\_  
 Name (print): \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED BY (Certified Folder Display corporate office)**

Signature: \_\_\_\_\_  
 Name (print): \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

**MONTHLY BILLING SCHEDULE (Plus any applicable sales tax)**

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Month	Monthly Fee	Nonprofit	Overtime	Total Net Fee
Feb	1,357.98			
Mar	1,357.98			
Apr	1,357.98			
May	1,357.98			
Jun	1,357.98			
Jul	1,357.98			
Aug	1,357.98			
Sept	1,357.98			
Oct	1,357.98			
Nov	1,357.98			
Dec	1,357.98			
Jan	1,357.98			

PREPAYMENT OPTION (Please check one)  Yes  No

Gross Total Fee = 16,295.73  
 Prepayment Discount percentage( 8.00 ) = - 1,303.65  
**TOTAL NET FEE (Plus any applicable tax)** = \$ 14,992.08

All fees billed 30 days in advance of service

**TERMS.** The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

## *Memorandum*

*To: Ken Strobel, City Manager  
Cherise Tieben, Assistant City Manager*

*From: Nannette Pogue*

*Date: November 29, 2012*

*Subject: Resolution No. 2012-37*

*Agenda Item: Ordinances and Resolutions*

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**Recommendation:** I recommend the approval of Resolution No. 2012-37.

**Background:** In 2011, the City of Dodge City granted Curtis Machine Company an ad valorem property tax exemption under Section 13, Article 11 of the Constitution of the State of Kansas for construction of their new manufacturing building. The City has received notice that Curtis Machine Company, Inc. may transfer ownership of the real property subject to the ad valorem property tax exemption to Betty Jane Curtis and Lloyd Stuart Curtis who will immediately contribute such property to a family limited partnership, SC&JC, LLC while continuing to own and operate the business.

**Justification:** This resolution will formalize the transfer of property subject to the ad valorem tax exemption. It will have no effect on the City's abatement program, it is only getting the City's acknowledgement of the transfer.

**Financial Considerations:** none

**Purpose/Mission:** We value progress and growth.

**Legal Considerations:** None

**Attachments:** Resolution No. 2012-37

**RESOLUTION NO. 2012 - 37**

**A RESOLUTION ACKNOWLEDGING THE PROPOSED TRANSFER OF CERTAIN PROPERTY SUBJECT TO AN AD VALOREM PROPERTY TAX EXEMPTION AND ACKNOWLEDGING THE CONTINUED APPLICABILITY OF SUCH AD VALOREM PROPERTY TAX EXEMPTION AND ALL CONDITIONS THEREFOR.**

WHEREAS, Resolution No. 2011-21 provided for an ad valorem property tax exemption under Section 13, Article 11 of the Constitution of the State of Kansas for certain land and improvements owned by Curtis Machine Company, Inc. (“Curtis”) of the City of Dodge City, Kansas (the “City”); and

WHEREAS, the City has received notice that Curtis may transfer ownership of the real property subject to the ad valorem property tax exemption to Betty Jane Curtis and Lloyd Stuart Curtis who will immediately contribute such property to a family limited partnership, SC&JC, LLC, while continuing to own and operate the business thereon; and

WHEREAS, the City desires to formally acknowledge that, consistent with applicable statutes and City policies regarding ad valorem property tax exemptions, the ad valorem property tax exemption provided for by Resolution No. 2011-21 and all conditions therefor shall continue in full force and effect if the foregoing transfer of the property occurs.

SO NOW, THEREFORE,

BE IT RESOLVED by the governing body of the City of Dodge City, Kansas:

Section 1. That, in the event of a transfer of ownership of the land and improvements subject to the ad valorem property tax exemption provided for by Resolution No. 2011-21, the ad valorem property tax exemption provided to such land and improvements shall remain in full force and effect.

Section 2. That, after any transfer, the above exemption shall remain subject to all applicable laws, rules and regulations of the State of Kansas and subject to all monitoring and compliance required by the City of Dodge City, Kansas, in accordance with the provisions of Resolution No. 97-12.

Adopted by the Governing Body of the City of Dodge City, Kansas this \_\_ day of December, 2012.

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Rick Sowers, Mayor

ATTEST:

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Nannette Pogue, City Clerk

## *Memorandum*

*To: Ken Strobel, City Manager  
Cherise Tieben, Assistant City Manager*

*From: Nannette Pogue*

*Date: November 29, 2012*

*Subject: Resolution No. 2012-38*

*Agenda Item: Ordinances and Resolutions*

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**Recommendation:** Approve Resolution No. 2012-38

**Background:** At the November 19 meeting the City Commission authorized Resolution No. 2012-35 Offering for Sale of General Obligation Temporary Notes 2012-1 of the City of Dodge City. These notes were to finance Candletree, Unit 5 Addition street, water, sewer and drainage improvements. The notes will be in the amount of \$630,000 with a maturity date of December 1, 2014 and an interest rate of 1.43% The notes can be called prior to that time with proper notice. The Note Purchase agreement has been executed by the Mayor and City Clerk. This resolution outlines the form and terms of the notes, the reporting responsibilities of the City of Dodge City, and outlines all aspects of the funds.

**Justification:** The resolution is necessary to formally issue \$630,000 in General Obligation Notes

**Financial Considerations:** Interest will be due upon maturity of the note.

**Purpose/Mission:** On-going improvement of infrastructure

**Legal Considerations:** All legal considerations are being met by the passage of this resolution

**Attachments:** Resolution No. 2012-38.

**RESOLUTION NO. 2012-38**

**OF**

**THE CITY OF DODGE CITY, KANSAS**

**ADOPTED**

**DECEMBER 3, 2012**

**GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 2012-1**

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**RESOLUTION**

**TABLE OF CONTENTS**

**ARTICLE I**

**DEFINITIONS**

Section 101. Definitions of Words and Terms..... 1

**ARTICLE II**

**AUTHORIZATION AND DETAILS OF THE NOTES**

Section 201. Authorization of the Notes..... 8  
Section 202. Description of the Notes. .... 8  
Section 203. Designation of Paying Agent and Note Registrar. .... 9  
Section 204. Method and Place of Payment of the Notes. .... 9  
Section 205. Payments Due on Saturdays, Sundays and Holidays..... 10  
Section 206. Registration, Transfer and Exchange of Notes..... 10  
Section 207. Execution, Registration, Authentication and Delivery of Notes..... 11  
Section 208. Mutilated, Lost, Stolen or Destroyed Notes..... 11  
Section 209. Cancellation and Destruction of Notes Upon Payment..... 12  
Section 210. Book-Entry Notes; Securities Depository..... 12  
Section 211. Nonpresentment of Notes..... 13  
Section 212. Preliminary and Final Official Statement. .... 13  
Section 213. Sale of the Notes – Note Purchase Agreement. .... 14

**ARTICLE III**

**REDEMPTION OF NOTES**

Section 301. Redemption by Issuer..... 14  
Section 302. Selection of Notes to be Redeemed. .... 14  
Section 303. Notice and Effect of Call for Redemption. .... 14

**ARTICLE IV**

**SECURITY FOR NOTES**

Section 401. Security for the Notes. .... 16  
Section 402. Levy and Collection of Annual Tax..... 16

**ARTICLE V**

**ESTABLISHMENT OF FUNDS AND ACCOUNTS**

**DEPOSIT AND APPLICATION OF NOTE PROCEEDS**

Section 501. Creation of Funds and Accounts..... 17

Section 502.	Deposit of Note Proceeds.....	17
Section 503.	Application of Moneys in the Improvement Fund. ....	17
Section 504.	Substitution of Improvements; Reallocation of Proceeds. ....	18
Section 505.	Application of Moneys in Debt Service Account. ....	18
Section 506.	Application of Moneys in the Rebate Fund. ....	18
Section 507.	Deposits and Investment of Moneys. ....	19
Section 508.	Application of Moneys in the Costs of Issuance Account. ....	19

**ARTICLE VI**

**DEFAULT AND REMEDIES**

Section 601.	Remedies.....	19
Section 602.	Limitation on Rights of Owners.....	20
Section 603.	Remedies Cumulative. ....	20

**ARTICLE VII**

**DEFEASANCE**

Section 701.	Defeasance. ....	20
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**ARTICLE VIII**

**TAX COVENANTS**

Section 801.	General Covenants. ....	21
Section 802.	Survival of Covenants.....	21

**ARTICLE IX**

**MISCELLANEOUS PROVISIONS**

Section 901.	Annual Audit.....	21
Section 902.	Amendments. ....	22
Section 903.	Notices, Consents and Other Instruments by Owners.....	23
Section 904.	Notices. ....	23
Section 905.	Electronic Transactions.....	23
Section 906.	Further Authority. ....	23
Section 907.	Severability. ....	24
Section 908.	Governing Law. ....	24
Section 909.	Effective Date. ....	24

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**RESOLUTION NO. 2012-38**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2012-1, OF THE CITY OF DODGE CITY, 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 (the "Issuer") is a municipal corporation duly created, organized and existing under the Constitution and laws of the State; and

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

<i>Project Description</i>	<i>Res. No.</i>	<i>Authority (K.S.A.)</i>	<i>Estimated Cost</i>
Candletree Addition, Unit Five - Street, Sewer, Water and Drainage Improvements	2012-17	12-6a01 <i>et seq</i>	\$690,000

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

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

**WHEREAS**, none of such general obligation bonds or temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; 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 \$630,000 to pay the costs of the Improvements.

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

**ARTICLE I**

**DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number

shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *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 Dodge City, 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 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 2012-1 created pursuant to **Section 501** hereof.

“**Dated Date**” means December 18, 2012.

“**Debt Service Account**” means the Debt Service Account for General Obligation Temporary Notes, Series 2012-1 (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) the obligations are rated in the highest rating category by Moody's (presently “Aaa”) or Standard & Poor's (presently “AAA”).

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

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

**“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 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.

**“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 2012-1 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.

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

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

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

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

**“Note Purchase Agreement”** means the Note Purchase Agreement dated as of [NPA Date], 2012, between the Issuer and the Purchaser.

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

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

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

**“Notes”** means the General Obligation Temporary Notes, Series 2012-1, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

City Hall  
806 2nd Avenue  
P.O. Box 880  
Dodge City, Kansas 67801  
Fax: (620) 225-8144

(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:

Stifel, Nicolaus & Company, Inc.  
301 N. Main, Suite 800  
Wichita, Kansas 67202  
Fax: (316) 337-8492

(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

Standard & Poor's, a division of  
The McGraw-Hill Companies, Inc.  
55 Water Street, 38th Floor  
New York, New York 10004

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any 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 *Section 701* 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, and any successors and assigns.

**“Permitted Investments”** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the

Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

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

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

**“Purchaser”** means Stifel, Nicolaus & Company, Inc., Wichita, Kansas, 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.

**“Rebate Fund”** means the Rebate Fund for General Obligation Temporary Notes, Series 2012-1 created pursuant to *Section 501* hereof.

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

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

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

**“Replacement Notes”** means Notes issued to the Beneficial Owners of the Notes in accordance with *Section 211* hereof.

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

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to *Section 205* hereof for the payment of Defaulted Interest.

**“Standard & Poor's”** means Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, 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 *Section 504(a)* 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 2012-1, of the Issuer in the principal amount of \$630,000, for the purpose of providing funds to: (a) pay the 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, subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>
<b><u>December 1</u></b>	<b><u>Amount</u></b>	<b><u>of Interest</u></b>
2014	\$630,000	_____ %

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 205* 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 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 **Section 304** 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 **Section 205** hereof.

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

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

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

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

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the 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 November 19, 2012, 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 Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Notes – Note Purchase Agreement.** The execution of the Note Purchase Agreement by the Mayor is hereby ratified and confirmed. Pursuant to the Note Purchase Agreement, the Issuer agrees to sell the Notes to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

### ARTICLE III

#### REDEMPTION OF NOTES

**Section 301. Redemption by Issuer.**

*Optional Redemption.* At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on August 1, 2013 and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

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

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption

Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 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 Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

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

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

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note 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 Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

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

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

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

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

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

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

## ARTICLE IV

### SECURITY FOR NOTES

**Section 401. Security for the Notes.** The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, or 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 2012-1.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2012-1.
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2012-1.

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) The sum of \$[\_\_\_\_\_] 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: (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 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; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this Resolution.

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 Consulting Engineer 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 authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

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

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

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

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

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

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) of the Code in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the

United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Notes and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

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

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

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

**Section 508. 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 be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

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

Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with *Section 303* of this Note Resolution. 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 Director of Finance 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

### MISCELLANEOUS PROVISIONS

**Section 901. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate. 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 902. 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 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 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 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 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, 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 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 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 903. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of 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 904. 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 905. Electronic Transactions.** The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**Section 906. 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 907. 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 908. Governing Law.** This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 909. Effective Date.** This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

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**ADOPTED** by the governing body of the Issuer on December 3, 2012.

(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 December 3, 2012, as the same appears of record in my office.

DATED: December 3, 2012.

\_\_\_\_\_

\_\_\_\_\_

Clerk

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## Memorandum

*To: City Manager  
City Commissioners*

*From: Leslie Lomas  
Special Projects/Housing*

*Date: 12-03-12*

*Subject: Memorandum of Understanding  
by and between Interfaith Housing  
Services and the City of Dodge City  
Agenda Item: New Business*

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**Recommendation:** Staff recommends the approval of a Memorandum of Understanding (MOU) between Interfaith Housing Services, Inc. (IHS) and the City of Dodge City regarding the donation of The Hinkle House for the Abandoned Housing Program.

**Background:** The City of Dodge City has owned the house and property located at 801 First Avenue in Dodge City commonly known as The Hinkle House since 1993. IHS and the City of Dodge City are working together for the implementation of the Abandoned Housing Program. As IHS searches for houses and/or properties for the Abandoned Housing Program, staff and IHS feel The Hinkle House is an ideal match. IHS agrees to renovate and maintain the property, as well as rent the real property to residents of Dodge City.

**Justification:** Housing continues to be a constant challenge in the Dodge City area. The approval of this MOU will allow IHS to take a vacant property, renovate it and return it to available rental housing in Dodge City.

**Financial Considerations:** Staff recommends that the City of Dodge City donate The Hinkle House to IHS. In the agreement, it will be agreed to that IHS shall not sell the property. If for any reason IHS no longer has the capacity or interest to continue the agreement, IHS will transfer the property back to the City of Dodge City.

**Purpose/Mission:** This MOU will assist staff in supporting IHS, who is working to bring housing opportunities to our community, therefore, improving the quality of life for our citizens.

**Legal Considerations:** None

**Attachments:** Memorandum of Understanding

## Memorandum of Understanding

This Memorandum of Understanding made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between Interfaith Housing Services, Inc., (hereinafter called "IHS") and the City of Dodge City.

WHEREAS, the City of Dodge City has agreed to cooperate with IHS in the implementation of the Abandoned Housing Program within the city limits; and

WHEREAS, The City of Dodge City currently owns the real property known as The Hinkle House located at 801 First Avenue in Dodge City; and

WHEREAS, the City of Dodge City desires that The Hinkle House be renovated for occupation and use; and

WHEREAS, the City of Dodge City desires to donate The Hinkle House to IHS, who will complete the renovation through the Abandoned Housing Program, to accomplish these ends.

NOW, THEREFORE, the Parties agree as follows:

- 1) The Hinkle House is currently on the National Historic Registry. If IHS determines that it is not financially feasible to meet the full restoration guidelines made necessary by the real property's inclusion on the National Historic Registry due to funding or other reasons, the City of Dodge City agrees to remove the house from the National Historic Registry. However, it is understood and agreed, that the goal of IHS is to renovate the dwelling in such a way as to retain as much of the external appearance as possible to be consistent with the style of the late 1800's. Due to cost, the existing stucco siding may or may not be removed, and the exterior may not be restored back to the original wood siding.
- 2) IHS will renovate the inside of The Hinkle House, upgrading it to meet or exceed all existing City Building Codes and will make the house energy efficient.
- 3) IHS agrees to rent the real property to residents of Dodge City and to maintain the real property after renovation.
- 4) It is agreed that IHS shall not sell the real property. If for any reason IHS no longer has the capacity or interest to continue this agreement, IHS will transfer the property back to the City of Dodge City. To ensure this agreement, a Notice of Equitable Interest will be recorded at the Register of Deeds identifying the City's interest in the real property.

- 5) The City of Dodge City will place a historical marker on the real property. Any maintenance, repair, or replacement of this historical marker will be the responsibility of the City of Dodge City.

Memorandum of Understanding

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year indicated above.

\_\_\_\_\_  
**Rick Sowers, Mayor**  
City of Dodge City, KS

\_\_\_\_\_  
**John Scott, President**  
Interfaith Housing Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Memorandum

*To: City Manager  
City Commissioners*

*From: Cherise Tieben*

*Date: 11-28-12*

*Subject: Membership Rate Proposal*

*Agenda Item: Old Business*

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**Recommendation:** In accordance with the Management Agreement – Section 2.g. Membership and Program Pricing, the City Commission must approve all increases in programming or membership costs prior to implementation by the YMCA.

**Background:** This issue was reviewed and approved at the first Commission meeting in November. However, the Annual Proposed Membership Fee and the savings listed was not accurate, once the issue was resolved, we felt we needed to have Commissioners review the annual rate. The annual savings listed next to the Y's annual fee is simply a comparison of their proposed monthly rate to the proposed annual rate.

**Justification:** Staff felt that the membership pricing issue was a public concern and that the difference was enough to cause the issue to be brought back to the Commission for approval or further discussion. These proposed membership fees will be for new members purchasing after January 1, 2013. Existing members will continue to be allowed to utilize our current membership fees.

**Financial Considerations:** None

**Purpose/Mission:** Together we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.

**Legal Considerations:** None

**Attachments:** Corrected Membership Price Comparison

**DODGE CITY FAMILY YMCA**

# Membership Breakdown

*Revised 11.28.12*

Here is a breakdown of the membership fees currently used at the Sheridan Center. The YMCA will not offer weekly, three month or six-month membership rates that will be published. This will be done on a case by case basis and worked out with the Membership Director. To compromise the situation for the current members on three or six-month plans, we can “grandfather” them into their existing price for “x” amount of time. I would only propose one year, but we could do the three years for the pledge period. This will be the Board’s decision. The guest fees will change dramatically.

<b>CURRENT MEMBERSHIP FEES</b>			
<b>Membership Type</b>	<b>1 month</b>	<b>3 month</b>	<b>6 month</b>
Youth (17 & under)	\$15	\$38	\$60
Adults (18-59)	\$30	\$75	\$120
Family	\$45	\$110	\$180
Seniors (60 & Over)	\$23	\$58	\$92
Senior Family (Husband & Wife)	\$35	\$88	\$140
Single Weekly	\$10		
Family Weekly	\$15		
Youth Guest Fee	\$2		
Adult Guest Fee	\$4		
Senior Guest Fee	\$3		

Here are the proposed membership fees when the YMCA starts January, 2013. Please keep in mind, the local Branch Board of Directors must agree with the prices as well as the Corporate Board of Directors before it goes before the City of Dodge City Commissioners. There will be some changes in types of memberships available but the biggest change will be adding Corporate Membership and Christian Community Leaders rates. We will also implement some value-added services with a joining fee for new members. The joining fee will be \$50. The Youth aged 12-17 will have a \$20 joining fee. To maintain the agreement with the City of Dodge City Commissioners, no rate increase is scheduled this first year except for families, \$2 per month and Adults \$1 per month. In fact, our Young Adult fee will move some of those monthly dues down three dollars. Each year, we will raise the fees based on the national index for cost of living in our area. Also, all the memberships will be set-up on an EFT through their checking, savings or credit card. For the Corporate Memberships, we will set-up payroll deducts through their checks.

<b>PROPOSED MEMBERSHIP FEES</b>		
<b>Membership Type</b>	<b>Monthly</b>	<b>Annually</b>
Youth (17 & under)	\$15	\$140 (save \$40)
Young Adult (18-24)	\$27	\$300 (save \$24)
Adult (25 -59)	\$31	\$350 (save \$22)
Family	\$47	\$500 (save \$64)
Seniors (60 & over)	\$23	\$231 (save \$45)
Senior Family (Husband & Wife)	\$35	\$356 (save \$64)
Youth Guest Fee	\$6	\$3 with a member
Young Adult	\$8	\$4
Adult Guest Fee	\$10	\$5
Family Guest Fee	\$15	\$7.50

On the second page is a list of the Corporate Membership/Military and Christian Community Leaders (CCL) rates. To qualify for the Corporate Membership, the Y offers the following:

- ◆ Small companies( Five or less): All employees must join
- ◆ Medium companies (Six – 99): Five or more must join
- ◆ Large companies (100 plus): Ten or more must join

## DODGE CITY FAMILY YMCA

To qualify for the Military rates, they must show their military ID. If they are currently deployed, the Armed Services YMCA will pay for six months of membership for their family.

\*If the retired senior is retired from a current corporate, we will offer that bankdraft or annual membership the same discount.

<b>CORPORATE/MILITARY MEMBERSHIP FEES</b>			
<b>Membership Type</b>	<b>Payroll</b>	<b>Bankdraft</b>	<b>Annual</b>
Youth (17 & under)	same		
Young Adult (18-24)	\$22	\$24	\$250
Adult (25 -59)	\$27	\$29	\$325
Family	\$39	\$41	\$450
Seniors (60 & over)*	N/A	N/A	
Senior Family	N/A	N/A	

To qualify for the CCL, you must be a full-time, licensed or ordained preacher, pastor or chaplain.

<b>CHRISTIAN COMMUNITY LEADERS MEMBERSHIP FEES</b>			
<b>Membership Type</b>	<b>Payroll</b>	<b>Bankdraft</b>	<b>Annual</b>
Youth (17 & under)	No discount	N/A	N/A
Young Adult (18-24)		\$18	\$175
Adult (25 -59)		\$24	\$250
Family		\$30	\$325
Seniors (60 & over)	N/A	N/A	
Senior Family (Husband & Wife)	N/A	N/A	

The YMCA will also offer value-added services with towels and lockers. The small lockers are \$12 and the half-length lockers are \$36 per year, pending we get a set of lockers as planned. The large towel service will be \$12 for single and \$24 for a family. The Family will consist of all the members.

The Benefits will entail the following:

- ◆ YPromise
- ◆ FREE Equipment Checkout
- ◆ FREE guest passes
- ◆ FREE body assessment and analysis
- ◆ FREE small towel service
- ◆ FREE Childwatch
- ◆ YMCA Away program
- ◆ No CONTRACTS – only a 30 day cancellation notice is required
- ◆ Member and Ambassador monthly recognition gifts
- ◆ Numerous promo weeks for friends and family
- ◆ Priority program registration
- ◆ Special facility rental rates
- ◆ FREE Bonus Card



## City of Dodge City

806 N. Second Ave.  
PO Box 880  
Dodge City, KS 67801

Phone: 620-225-8100  
FAX: 620-225-8144  
www.dodgecity.org

# Memorandum

To: City Manager  
Assistant City Manager  
City Commissioners

From: Paul Lewis, Parks & Recreation Director

Date: November 30, 2012

Subject: Memorial for Lee Braddock

Agenda Item: New Business

**Recommendation:** Staff recommends naming Field 1 at Legends Park in honor of Marian Lee Braddock, former Recreation Director for the Dodge City Recreation Commission.

**Background:** In August of this year, staff received correspondence from Mr. Bill Finch requesting that Sheridan Activity Center be renamed in Mr. Braddock's honor. I believe others may have received similar correspondence related to renaming other facilities.

Mr. Finch's request was taken to the Park and Recreation Advisory Board where it was determined it might be more appropriate to name a field at Legends Park rather than rename a facility already bearing a name. Based on that fact, the Advisory Board voted unanimously to recommend Field 1 at Legends Park be named in honor of Mr. Braddock and requested staff bring that recommendation to the City Commission.

With the Commission's approval of this recommendation, Mr. Braddock's name will be painted on the press box for that field and identifying it as Braddock Field.

**Justification:** Mr. Braddock served as Recreation Director for 32 years with the Dodge City Recreation Commission from 1958 until he retired in 1990. A DCHS graduate, he returned to Dodge after graduating from college and serving in World War II and initially served as a teacher at Lincoln School before becoming the Recreation Director. While serving in that position, Lee was instrumental in developing several new programs and played a long time role in promoting and managing various baseball and softball programs available in the community.

**Financial Considerations:** N/A

**Purpose/Mission:** This recommendation is consistent with the City's Mission Statement which includes the goal of preserving the City's heritage of which Mr. Braddock was a major contributor.

**Legal Considerations:** N/A

**Attachments:** Finch Request

August 14, 2012

Paul Lewis, Director of Parks and Recreation  
Dodge City Recreation Department  
240 San Jose  
Dodge City, KS 67801

Dear Director of Parks and Recreation Paul Lewis:

I am writing to ask that the City of Dodge City change the name of the recreation department building from the Sheridan Center to the Marion Lee Braddock Center.

Marion Lee Braddock "Mr. Recreation" became the second director of the Dodge City Recreation Department in 1958 and retired in 1990. With an annual budget in 1958 of \$20,756, Lee laid the ground work for the Department's budget to increase to \$2,276,470 in 2012. The department is one of the most successful departments for cities of its size in the United States.

Born the son of a prominent dentist in Marion, Kansas, the family moved to Dodge City in 1929.

While in school he attained the rank of Eagle Scout, participated in all sports and was a member of the undefeated 1942 Red Demon football team. In addition, according to lifelong childhood friend Louis "Louie" Sanchez, Lee became an active, outspoken opponent of racial discrimination.

After graduation from DCHS in 1943 Lee began his total and life commitment to public service with his enlistment in the US Army. In 1945 after serving in major campaigns in Northern Europe Lee returned home, married Margaret Daniel also of Dodge City and started his college career. After graduating from Emporia State in 1949 he began a teaching career at Lincoln Grade School and Dodge City Junior High School.

In 1965 Lee was elected to the Dodge City Community College Board of Trustees and received their Honored Trustee award in 1990. In 1989 he was inducted into the DCCC Hall of Fame. As a trustee Lee was very involved and instrumental in getting the new college campus built.

In 1958 when the recreation superintendent suddenly left Dodge City and without a back-up plan Lee was asked if he would take over as director of the recreation department. He was the one person department in an old school handling town team basketball, softball, dance classes and arts and craft classes.

Generations of local citizens can recall his voice on the radio each summer announcing the schedule for ball games and imploring youngsters to attend summer recreation camps at each of the local grade schools. Lee was recognized by national publications for his innovation in developing competitive T-ball programs for children.

During Lee's 32 years running the recreation department he was instrumental in the starting, growing, and making better the following in Dodge City:

- Inventing T-Ball in 1961 (it is now a major game throughout the world)
- Started classes in all types of arts and crafts
- Dance Classes and Baton Classes
- A's Baseball Team
- Rangers Baseball Team
- Youth, kids and high school sports
- Tennis, golf, weight lifting, wrestling, archery, classes, fundamental clinics, drills, and leagues

- Instrumental in getting the Civic Center built, the football stadium, Demon Baseball fields with lights, the kid's fields, Thurow Softball Park, Multi state softball and baseball tournaments

Through his leadership of the recreation department Lee Braddock was a staple of the community, a government leader, a progressive thinker, an out spoken advocate of what was right, known by all, a listener, and a friend to all.

As someone who worked for Lee, was a friend, and was mentored by him I would ask that you please take under consideration the renaming of the Sheridan Center to the Marion Lee Braddock Center.

Sincerely,

Bill Finch  
10315 Longmont Place NW  
Albuquerque, NM 87114  
(505) 922-4932