

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, March 2 2015

7:00 p.m.

MEETING #4998

CALL TO ORDER

ROLL CALL

INVOCATION by Father Wesley Schawe of Cathedral of Our Lady of Guadalupe Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Problem Gambling Awareness Month

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).

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, February 16, 2015;
2. Approval of City Commission Meeting Minutes, February 16, 2015;
3. Appropriation Ordinance No. 5, February 16, 2015;
4. Change order for Brick Street Repair Project.

ORDINANCES & RESOLUTIONS

Ordinance No. 3601: An Ordinance Annexing to the City of Dodge City the Described Property (U.S. Highway 50 from the existing city limits to 130 feet east of the centerline of Avenue P), in Accordance with K.S.A. 12-520 ET.SEQ; and Providing for Zoning Thereof. Report by Civil Engineer, Nathan Littrell.

Ordinance No. 3602: An Ordinance Authorizing and Providing for the Issuance of Sales Tax Revenue Bonds, Series 2015, of the City of Dodge City, Kansas, for the Purpose of Providing Funds to pay a Portion of the Costs of Constructing and Equipping Certain Public Facilities and Projects; Making Certain Covenants and Agreements to Provide for the Payment and Security Thereof and Authorizing Certain Other Documents and Actions in Connection Therewith. Report by City Finance Director/City Clerk, Nannette Pogue.

Resolution No. 2015-03: A Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of Sales Tax Revenue Bonds, Series 2015, of the City of Dodge city, Kansas, previously authorized by Ordinance No. 3602 of the City; Making Certain Covenants and Agreements to Provide for the Payments and Security Thereof; and Authorizing Certain Other Documents and Actions connected Therewith. Report by City Finance Director/City Clerk, Nannette Pogue.

Resolution No. 2015-04: A Resolution Providing for Substitute Improvements to be Financed with proceeds of the City of Dodge City, Kansas General Obligation Refunding and Improvement Bonds, Series 2013-A. Report by City Finance Director/City Clerk, Nannette Pogue.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of bid from Diamond Roofing for the City Hall Roof Project. Report by Director of Administration, Ryan Reid.
2. Approval of Agreement for Engineering Services with PEC, P.A. for U.S. 50 and Fairway Drive Intersection Design. Report by Director of Engineering, Ray Slattery.

ADJOURNMENT

PROCLAMATION

WHEREAS, the National Council on Problem Gambling and the Southwest Kansas Problem Gambling Task Force has designated March 2015 as Problem Gambling Awareness Month; and

WHEREAS, problem gambling is a public health issue affecting millions of Americans of all ages, races, and ethnic backgrounds; and

WHEREAS, problem gambling has a significant societal and economic cost for individuals, families, businesses and communities; and

WHEREAS, problem gambling is treatable and treatment is effective in minimizing this harm to both individuals and society as a whole; and

WHEREAS, numerous individuals, professionals and organizations have dedicated their efforts to the education of the public about problem gambling and the availability and effectiveness of treatment; and

WHEREAS, the National Council on Problem Gambling and the Southwest Kansas Problem Gambling Task Force invite all residents of Dodge City and Southwest Kansas to participate in Problem Gambling Awareness Month.

NOW, THEREFORE, by virtue of the authority vested in me as the Mayor of the City of Dodge City, do hereby proclaim the month of March 2015 as

Problem Gambling Awareness Month

in Dodge City and encourage all citizens to support the National Council on Problem Gambling and Southwest Kansas Problem Gambling Task Force in their efforts to have the conversation with friends, family, patients and clients about gambling addiction.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 2nd day of March, 2015.

Brian Delzeit, Mayor

Nannette Pogue, City Clerk

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, February 16, 2015

6:30 p.m.

MEETING #4995

ROLL CALL: Mayor Brian Delzeit, Commissioners, Jan Scoggins, Joyce Warshaw, Kent Smoll, Rick Sowers.

WORK SESSION

1. Discussion of a Public Art Ordinance. A report was made by Ernestor De La Rosa.

ADJOURNMENT was had on a motion by Commissioner Kent Smoll, seconded by Commissioner Rick Sowers. The motion passed unanimously.

Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, February 16, 2015

7:00 p.m.

MEETING #4996

CALL TO ORDER

ROLL CALL: Mayor Brian Delzeit, Commissioners, Kent Smoll, Jan Scoggins, Rick Sowers, Joyce Warshaw

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).

Roger Profitt- Dodge City Community College is applying for \$250,000 tax credits for the Student Activity Center. He is asking for the City's support. The Commission agreed that the Mayor would write a letter of support for the project.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, February 2, 2015;
2. Approval of Special City Commission Minutes, February 5, 2015;
3. Approval of Joint City Commission Meeting Minutes, February 9, 2015;
4. Approval of Special City Commission Meeting Minutes, February 9, 2015;
5. Appropriation Ordinance No. 4, February 16, 2015;
6. Approval of Agreements between Dodge City Community College and City of Dodge City for the use of Athletic Fields.

Commissioner Kent Smoll moved to approve the Consent Calendar as presented; Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3598: An Ordinance Adopting a Historic Resources Preservation Ordinance by Reference for the City of Dodge City, Kansas; Creating a Reconstituted Historic Landmarks Commission; Establishing Penalties for Violations Thereof; and Repealing and Replacing all other Ordinance and Provisions of Ordinances in Conflict Herewith was approved on a motion by Commissioner Jan Scoggins. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

Ordinance No. 3599: An Ordinance granting to the Victory Electric Cooperative Association, Inc, A Kansas Electric Cooperative a Franchise to Provide Electric Services within the City of Dodge City, Kansas was approved on a motion by Commissioner Kent Smoll. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

Ordinance No. 3600: An Ordinance granting to the United Wireless Communications, Inc., a Contract Franchise to Construct, Operate and maintain a Telecommunications System in the City of Dodge City, Kansas was approved on a motion by Commissioner Rick Sowers; Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

Resolution No. 2015-01: A Resolution Authorizing the Improvement or Reimprovement of Certain Main Trafficways within the City of Dodge City, Kansas; and providing for the payment of the costs thereof was approved on a motion by Commissioner Rick Sowers. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

Resolution No. 2015-02: A Resolution opposing the Kansas State Legislature's consideration of making Municipal Elections Partisan and moving to the fall of even numbered years was approved on a motion by Commissioner Kent Smoll. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve the Real Estate Advisor agreement with CBC Real Estate Group, LLC in relation to the Star Bond Project. Commissioner Joyce Warshaw seconded the motion. The motion carried 4-1, with Commissioner Kent Smoll voting no.
2. Commissioner Joyce Warshaw moved to approve Heritage District Overlay guidelines establishing development and redevelopment standards for the Heritage District anticipated in the STAR Bonds project. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

OTHER BUSINESS

City Manager, Cherise Tieben:

- Will be out on vacation Thursday through Tuesday;
- The Development agreements for the STAR bond agreements will be ready to be put on an agenda in the near future. A possible date is February 25.

Commissioner, Kent Smoll:

- Shop local and shop often. When retail establishments look at Dodge City as a potential place to locate, they need to see that its residents are shopping local.

Commissioner, Jan Scoggins:

- Expressed her condolences to Jamie Lutz's family and friends.

Commissioner, Joyce Warshaw:

- Be kind to each other.

ADJOURNMENT

Commissioner Jan Scoggins moved to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

*To: City Manager
City Commissioners*

*From: Ray Slattery, P.E.
Director of Engineering Services*

Date: February 24, 2015

*Subject: Brick Reconstruction (700 Block 1st
Ave.) (ST 1403)*

Agenda Item: Consent Calendar

Recommendation: Approve Change Order No. 1 for Brick Reconstruction (700 Block 1st Ave.)

Background: Brick Reconstruction was approved by the Commission on October 20, 2014

Justification: Sub-Grade Preparation – The additional 17 SY represent actual field measurements. The reason for the overage was due to the fact the street ended up being a few tenths of a foot wider and the south end of the project was extended a short distance.

Place Existing Brick over New 5” PCC – The additional 17 SY represent actual field measurements. The reason for the overage is the same as the overage for the Sub-Grade Preparation.

Traffic Control Deduct – The contractor suggested reducing the amount of traffic control from what was shown in the plans. The suggestion was to eliminate the Detour Signs. Staff considered this suggestion and agreed to not install the Detour Signs.

Waterline Break Recovery – The additional of this item was due to a waterline break happening about half way through the project. The contractor performed some additional work to prepare the sub-grade for the new concrete base and brick. This work was beyond the bid items of Sub-Grade Repair and Sub-Grade Preparation.

Financial Considerations: Change Order No. 1 is for an increase of \$1,394.00

Purpose/Mission: One of the City's core values is 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: Nathan Littrell
Date: February 25, 2015
*Subject: KDOT ROW Annexation of US
Highway 50*
Agenda Item: Ordinance No. 3601

Recommendation: City staff recommends approval of this annexation ordinance.

Background: Jerome Younger, State Transportation Engineer with KDOT has submitted a consent to annexation for the KDOT R/W of U.S. Highway 50, from the existing city limits adjacent to Cox Communications to 130 feet east of the centerline of Ave. P.

Justification: This is a voluntary annexation. This property is adjacent to the existing City Limits and city services are available to the property.

Financial Considerations: None

Purpose/Mission: To provide overall growth to the community and provide city services to developed areas.

Legal Considerations: None

Attachments: Ordinance No. 3601 and a map showing the proposed area.

ORDINANCE NO. 3601

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY, IN ACCORDANCE WITH K.S.A. 12-520 ET. SEQ; AND PROVIDING FOR THE ZONING THEROF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CIY, KANSAS:

SECTION 1: By the virtue of the authority granted by K.S.A. 12-520 and by one or more of the conditions listed therein being fulfilled, the following described real property located in Ford County, Kansas is hereby annexed to, and made part of the City of Dodge City:

All of the following described real estate, situated in Ford County, State of Kansas, to-wit:

Beginning at the northeast corner of Block 1, Summerlon Phase IV Addition, Dodge City, Ford County, Kansas; thence East along the south right of way line of U.S. Highway 50 a distance of 53 feet plus or minus to a point on the east line of Sec.24, T26S, R25W of the 6th P.M.; thence continuing East 130 feet along said south right of way line; thence North 240 feet plus or minus to the north right of way line of Highway 50; thence West 130 feet along said north right of way line to a point on the east line of Sec.13 T26S, R25W said point being the southeast corner of Kliesen Subdivision No. 2; thence Westerly along north right of way line of US Highway 50, said line also being the south line of Kliesen St. to the extended east line of Lot 10, Block 14, Kliesen Subdivision; Thence South 186 feet along the extended east line of Said Lot 10 to south right of way line of U.S. Highway 50, said line being the north plat line of Saint Mary Addition; thence Easterly along south right of way of U.S. Highway 50 to the Point of Beginning.

SECTION 2: The Highway Right of Way annexed is adjacent to property zoned C-2, "Commercial Highway" and will be designated C-2, "Commercial Highway", in accordance with the Dodge City Zoning Regulations.

SECTION 3: The City Clerk shall file a certified copy of this ordinance with the County Clerk and Register of Deeds of Ford County, pursuant to K.S.A 12-522.

SECTION 4: This ordinance shall take effect, from and following its publication in the official City paper, as provided by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS SECOND DAY OF MARCH, 2015.

BRIAN DELZEIT, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK

CONSENT TO ANNEXATION

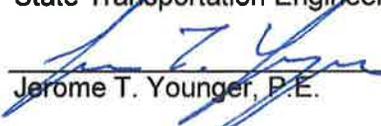
The undersigned Deputy Secretary and State Transportation Engineer of the Kansas Department of Transportation, being a record owner, hereby consents to annexation of the following described real estate into the City of Dodge City, Kansas.

Description of Property to be annexed:

That portion of U.S. Highway 50 right of way described as follows:

Beginning at the northeast corner of Block 1, Summerlon Phase IV Addition, Dodge City, Ford County, Kansas; thence East along the south right of way line of U.S. Highway 50 a distance of 53 feet plus or minus to a point on the east line of Sec.24, T26S, R25W of the 6th P.M.; thence continuing East 130 feet along said south right of way line; thence North 240 feet plus or minus to the north right of way line of Highway 50; thence West 130 feet along said north right of way line to a point on the east line of Sec.13, T26S, R25W said point being the southeast corner of Kliesen Subdivision No.2; thence Westerly along north right of way line of U.S. Highway 50, said line also being the south line of Kliesen St. to the extended east line of Lot 10, Block 14, Kliesen Subdivision; Thence South 186 feet along the extended east line of Said Lot 10 to south right of way line of U.S. Highway 50, said line being the north plat line of Saint Mary Addition; thence Easterly along south right of way of U.S. Highway 50 to the Point of Beginning.

Kansas Department of Transportation
Deputy Secretary and
State Transportation Engineer


Jerome T. Younger, P.E.

STATE OF KANSAS, COUNTY OF Shawnee, ss:

BE IT REMEMBERED, that on this 2nd day of February, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Jerome T. Younger, the Deputy Secretary and State Transportation Engineer of the Kansas Department of Transportation for the State of Kansas, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of same.

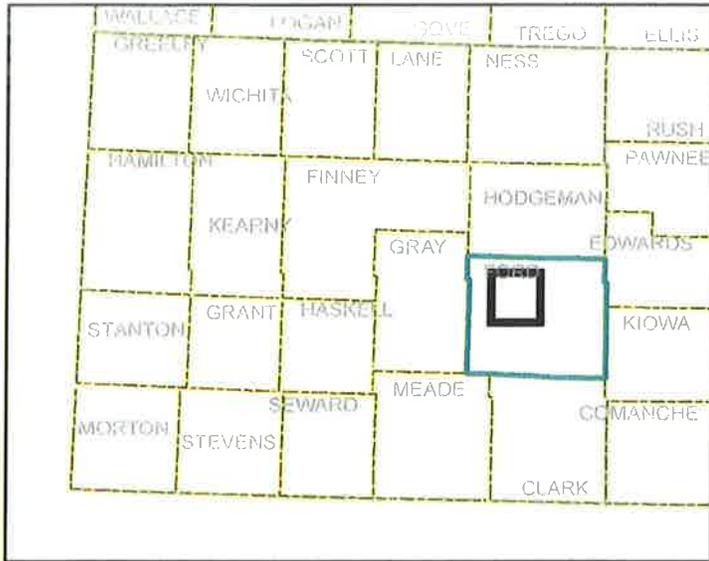
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.


Notary Public

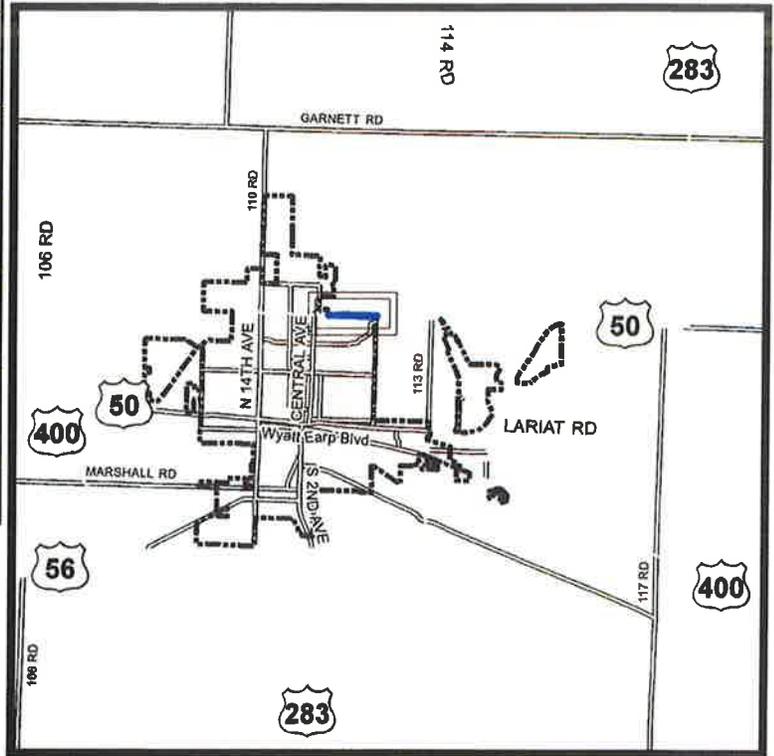


Dodge City Consent to Annexation

District 6

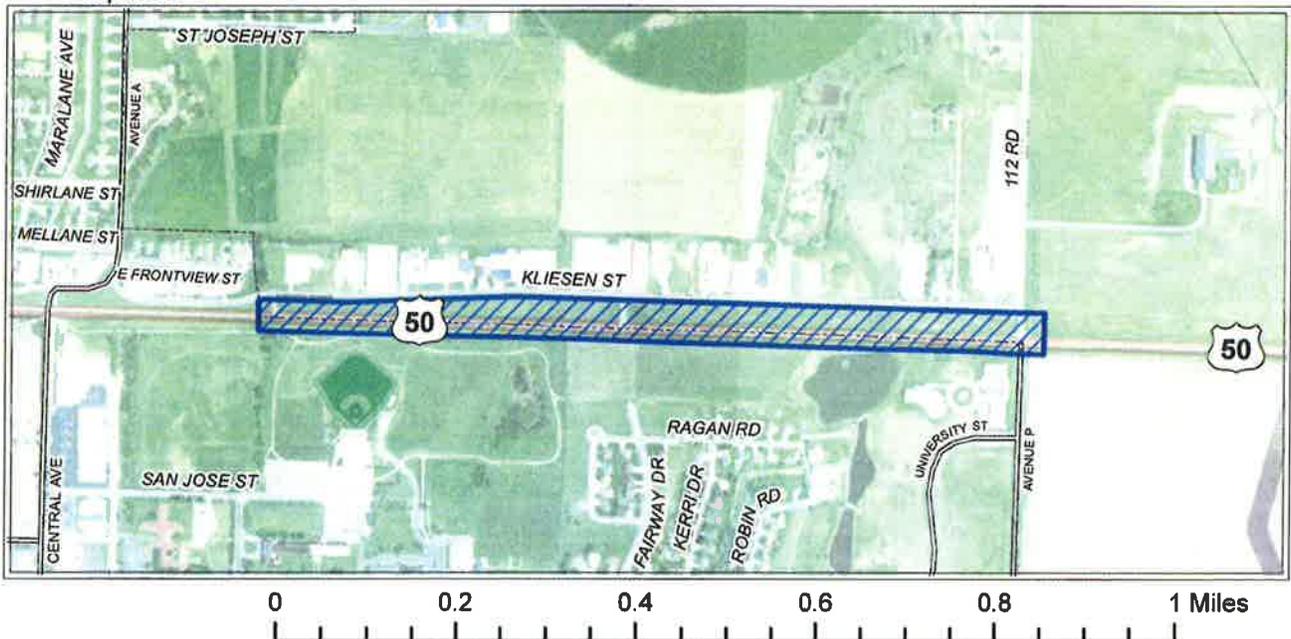


Dodge City



 Consent Request

Proposed Annexation



PREPARED BY THE
KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF TRANSPORTATION PLANNING
 MAP CREATED THURSDAY, JANUARY 22, 2015
 KDOT makes no warranties, guarantees, or representations for accuracy of this information
 and assumes no liability for errors or omissions.

City of Dodge City

City of Dodge City
806 N. Second Ave.
67801

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

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date: February 26, 2015
Subject: Ordinance No. 3602 and Resolution No. 2015-03
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Ordinance No. 3602 and Resolution No. 2015-03

Background: Ordinance No. 3602 authorizes and provides for the issuance of Sales tax Revenue Bonds, Series 2015, of the City, to pay a portion of the costs of constructing and equipping the regional outdoor aquatics facility and making certain covenants and agreements to provide for the payment and security thereof. Resolution No. 2015-03 prescribes the form and detail of the sales tax revenue bonds and directs the sale and delivery of those bonds.

The City has previously taken action to fund the Regional Outdoor Aquatics Facility.

By approving Ordinance No. 3602, the City Commission will authorize the issuance of Sales Tax Revenue Bonds, Series 2015-A, of the City in the principal amount of \$9,840,000 which will result in \$10,000,000 construction costs for the water park plus cost of issuance. The bond reserve will be funded with surplus cash in the Sales Tax Projects Fund.

The Bond Purchase Agreement was signed on Wednesday, February 18, and Stifel Nicholas sold the bonds. The net interest cost was 3.30%. The Ordinance lays out very nicely the history of actions regarding the special sales tax and the actions approving the Regional Aquatics Park and the financing of that project. The ordinance authorizes the Mayor, Finance Director/City Clerk and other City officials to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance.

Resolution No. 2015-03 prescribes the form and details of the sale and delivery of the bonds and makes certain covenants and agreements to provide for the payment and security of those bonds.

Justification: The Regional Outdoor Aquatics Facility is being financed with Sales Tax Revenue Bonds. In order to complete this financing it is necessary to authorize the final Ordinance and Resolution.

Financial Considerations: Annual payments will be made to mature the bonds. Sales tax deposited in the Sales Tax Project Fund will be used to make these payments. The City of Dodge City was rated by S & P as to the financial quality of the bonds and we were rated A+/Stable.

Purpose/Mission: We value progress and growth for the community's future.

Legal Considerations: All have been satisfied by bond counsel. They have prepared all of the ordinances, resolutions and other documents necessary to legally complete the sale.

Attachments: Ordinance No. 3602 and Resolution No. 2015-03.

ORDINANCE NO. 3602

OF

THE CITY OF DODGE CITY, KANSAS

PASSED

MARCH 2, 2015

**SALES TAX REVENUE BONDS
SERIES 2015**

ORDINANCE NO. 3602

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF SALES TAX REVENUE BONDS, SERIES 2015, OF THE CITY OF DODGE CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY A PORTION OF THE COSTS OF CONSTRUCTING AND EQUIPPING CERTAIN PUBLIC FACILITIES AND PROJECTS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

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

WHEREAS, pursuant to Resolution No. 97-11, adopted by the governing body of the City on April 28, 1997, and K.S.A. 12-187 *et seq.*, as amended (the “Act”), a special election was duly held in the City on June 10, 1997, on the question of whether to implement a special City-wide retailers’ sales tax at a rate of one-half percent (0.5%) (the “City Sales Tax”); the collection of one-quarter percent (1/4%) of which will commence on October 1, 1997 and the remaining one-quarter percent (1/4%) of which will commence on January 1, 2000 upon the expiration of the City’s 1994 Sales Tax, in order to jointly finance, in conjunction with Ford County, Kansas (the “County”), the construction, equipping and operation of certain public projects, including installing air conditioning in the Civic Center, constructing an outdoor motor sports complex, constructing field sports facilities, constructing and equipping a special events center and other public projects (collectively the “Projects”) and authorizing the issuance of revenue bonds of the City payable from and secured by the proceeds of the City Sales Tax, and it was found and determined that more than a majority of the qualified electors of the City voting on the question had voted in favor of the implementation of the City Sales Tax for the purpose aforesaid and the issuance of such revenue bonds; and

WHEREAS, pursuant to Resolution No. 1997-12 and the Act, a special election was also duly held in the County on June 10, 1997, on the question of whether to implement a special County-wide retailers’ sales tax at a rate of one-half percent (0.5%) (the “County Sales Tax”); the collection of one-quarter percent (1/4%) of which will commence on October 1, 1997 and the remaining one-quarter percent (1/4%) of which will commence on upon the expiration of the County’s 1991 Sales Tax, in order to finance, in conjunction with the City, the construction, equipping and operation of the Projects and authorizing the issuance of revenue bonds of the County payable from and secured by the proceeds of the County Sales Tax to be retained by the County, and it was found and determined that more than a majority of the qualified electors of the County voting on the question had voted in favor of the implementation of the County Sales Tax for the purpose aforesaid and the issuance of such revenue bonds; and

WHEREAS, pursuant to Resolution No. 97-11, the governing body of the City declared an intent, in order to finance a portion of the costs of the Project, to issue sales tax revenue bonds secured by the City's share of the County Sales Tax, a notice of such intent was duly published in accordance with the provisions of the Act and no sufficient protest was filed against the issuance of such revenue bonds within the time period prescribed in the Act; and

WHEREAS, the City and the County have entered into an Interlocal Cooperation Agreement, dated July 21, 1997 (the “Cooperation Agreement”) whereby the City and County agree to: (a) jointly fund the construction, equipping and operation of the Projects; (b) deposit the proceeds to be derived by the City and County from the City Sales Tax and the County Sales Tax into a separate fund to be established and

maintained by the City; (c) create a Project Review and Advisory Committee (the "Project Committee") to oversee the location, construction and operation of the Projects; (d) permit the County to assign its rights to issue revenue bonds against its portion of the County Sales Tax to the City; and (e) authorize the City, upon recommendation of the Project Committee, to issue sales tax revenue bonds secured by the City Sales Tax, the City's portion of the County Sales Tax and the County's portion of the County Sales Tax (collectively the "Sales Tax"); and

WHEREAS, the City has heretofore issued its: (a) Sales Tax Revenue Bonds, Series 1998A (the "Series 1998A Bonds"), in the principal amount of \$6,000,000; (b) Sales Tax Revenue Bonds, Series 1998B (the "Series 1998B Bonds"), in the principal amount of \$3,200,000; and (c) Sales Tax Revenue Bonds, Series 2009 (the "Series 2009 Bonds"), in the principal amount of \$40,300,000, to finance a portion of the costs of the Projects; and

WHEREAS, K.S.A. 12-6,122 provides, in substance, that prior to financing or letting of contracts for making improvements authorized at an election, if the proposed costs of such improvements are determined to exceed, by at least 20%, the amount of the projected costs set forth in the notice of election authorizing such financing and improvements, the governing body shall not authorize the letting of contracts for such improvements until the governing body publishes a notice in a newspaper of general circulation within such municipality of the time, date and place of a public hearing before such governing body concerning the costs of such improvements; and

WHEREAS, the Notices of Election published in conjunction with the elections held on June 10, 1997, estimated the costs of the Projects to be \$26,000,000; and

WHEREAS, prior to the issuance of the Series 2009 Bonds, the City and County were advised that the projected costs of the Projects, specifically including the costs of the special events center, approved at such elections would exceed by 20% the costs set forth in such Notices of Election, and the City and County provided for notice of and conducted a public hearing in accordance with K.S.A. 12-6,122, at the conclusion of which the governing body of the City adopted Resolution No. 2009-01 and the governing body of the County adopted Resolution No. 2009-05 authorizing proceeding with the Projects to be financed by the Series 2009 Bonds and the letting of contracts relating thereto notwithstanding the increased costs; and

WHEREAS, the Project Committee has recommended to the governing bodies of the City and the County that a new regional outdoor aquatic facility be approved as a related public Project pursuant to the Cooperation Agreement, and the governing bodies of the City and the County have jointly accepted such recommendation; and

WHEREAS, the City and County have been advised that the projected costs of the Projects, specifically including the costs of the regional outdoor aquatic facility, approved at such elections will exceed by 20% the costs set forth in such Notices of Election; and

WHEREAS, the City and County have provided for the publication of a notice of public hearing in a newspaper of general circulation within the City and the County regarding such increased costs and conducted a public hearing in accordance with provisions of K.S.A. 12-6,122, at the conclusion of which the governing body of the City adopted Resolution No. 2014-19 and the governing body of the County adopted Resolution No. 2014-15 authorizing proceeding with the Projects to be financed by sales tax revenue bonds of the City and the letting of contracts relating thereto notwithstanding the increased costs; and

WHEREAS, the City now desires to proceed with the issuance of one or more series of additional sales tax revenue bonds to finance a portion of the Project in the estimated amount of \$10,000,000

(exclusive of related bond reserves and financing costs, if necessary) that was not previously financed by the Series 1998A Bonds, Series 1998B Bonds, or Series 2009 Bonds; and

WHEREAS, the City has not heretofore issued and does not have Outstanding any bonds or other obligations payable from the revenues derived by the Issuer from the Sales Tax other than the Series 2009 Bonds; and

WHEREAS, the City hereby finds and determines that it is necessary to authorize the issuance of the Series 2015 Bonds in the principal amount of \$9,840,000 for the purpose of paying additional costs of the Projects and related financing costs and reserves.

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

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

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.* and K.S.A. 12-187 *et seq.*, all as amended and supplemented from time to time.

“Additional Bonds” means any bonds secured by the Revenues hereafter issued pursuant to the Bond Resolution.

“Additional Obligations” means any leases or other obligations of the Issuer payable from the Revenues, other than the Bonds.

“Bond Resolution” means collectively the 2009 Bond Resolution, the 2015 Supplemental Resolution, and any supplemental resolution authorizing any Additional Bonds.

“Bonds” means collectively the Series 2009 Bonds, the Series 2015 Bonds, and any Additional Bonds.

“City” means the City of Dodge City, Kansas.

“City Sales Tax” means the one-half percent (0.5%) retailers’ sales tax collected within the boundaries of the City, authorized under the Act by the special election held on June 10, 1997, and implemented by Resolution No. 97-16 of the City.

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

“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.

“Cooperation Agreement” means the Dodge City-Ford County Interlocal Cooperation Agreement, dated as of July 21, 1997.

“County” means Ford County, Kansas.

“County Sales Tax” means the one-half percent (0.5%) retailers’ sales tax collected within the boundaries of the County, authorized under the Act by the special election held on June 10, 1997, and implemented by Resolution No. 97-28 of the County.

“Debt Service Reserve Account” means the Debt Service Reserve Account for Parity Bonds created by the Bond Resolution.

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

“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 City.

“1991 Sales Tax” means the one-quarter percent (1/4%) retailers' sales tax imposed within the boundaries of the County, which was authorized by an election held on April 2, 1991.

“1994 Sales Tax” means the one-quarter percent (1/4%) retailers' sales tax imposed within the boundaries of the City, which was authorized by an election held on August 24, 1993.

“Net Revenues” means, for the period of determination, all Revenues less all Expenses.

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

“Parity Bonds” means the Outstanding Series 2009 Bonds, the Series 2015 Bonds, and any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Series 2009 Bonds and the Series 2015 Bonds with respect to the Revenues.

“Parity Obligations” means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

“Parity Resolution” means the Bond Resolution and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

“Project” means the construction, equipping and operation of the operation of certain public projects, including installing air conditioning in the Issuer’s Civic Center, constructing an outdoor motor sports complex, constructing field sports facilities, constructing and equipping a special events center, constructing and equipping a new regional outdoor aquatic facility, and other public projects.

“Project Committee” means the Project Review and Advisory Committee established by the Cooperation Agreement.

“Revenues” means all revenues received by the City pursuant to the Cooperation Agreement from the implementation and collection of the Sales Tax.

“Sales Tax” means collectively the City Sales Tax and the County Sales Tax.

“Series 2009 Bonds” means the Issuer's Sales Tax Revenue Bonds, Series 2009, authorized and issued by the Issuer pursuant to the 2009 Bond Resolution.

“**Series 2015 Bonds**” means the Issuer's Sales Tax Revenue Bonds, Series 2015, authorized and issued by the Issuer pursuant to the Ordinance and the 2015 Supplemental Resolution.

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

“**2009 Bond Resolution**” means Resolution No. 2009-09 of the Issuer, which authorized the issuance of the Series 2009 Bonds and Additional Bonds.

“**2015 Supplemental Resolution**” means Resolution No. 2015-[__] of the Issuer, which amends and supplements the 2009 Bond Resolution and authorizes the issuance of the Series 2015 Bonds.

Section 2. Authorization of the Series 2015 Bonds. There shall be issued and are hereby authorized and directed to be issued the Sales Tax Revenue Bonds, Series 2015, of the City in the aggregate principal amount of \$9,840,000 for the purpose of providing funds to: (a) pay a portion of the costs of the Projects; (b) pay costs of issuance of the Series 2015 Bonds; and (c) make a deposit to the Debt Service Reserve Account, if necessary.

Section 3. Security for the Bonds. The Bonds shall be special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Revenues, and the City hereby pledges said Revenues to the payment of the principal of and interest on the Bonds. The general taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall not be or constitute a general obligation of the State, the County or the City nor shall they constitute an indebtedness of the State or the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

The covenants and agreements of the City contained herein and in the Series 2015 Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2015 Bonds, all of which Series 2015 Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2015 Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Series 2015 Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Revenues with any Parity Bonds or Parity Obligations. The Series 2015 Bonds shall not have any priority with respect to the payment of principal or interest from said Revenues or otherwise over the Parity Bonds or Parity Obligations; and the Parity Bonds and Parity Obligations shall not have any priority with respect to the payment of principal or interest from said Revenues or otherwise over the Series 2015 Bonds.

Section 4. Terms, Details and Conditions of the Series 2015 Bonds. The Series 2015 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the 2015 Supplemental Resolution.

Section 5. Further Authority. The Mayor, Finance Director, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 6. Governing Law. This Ordinance and the Series 2015 Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 7. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on March 2, 2015 and signed by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on March 2, 2015; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in *The Dodge City Daily Globe* on March 6, 2015.

DATED: March 6, 2015.

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

SUPPLEMENTAL RESOLUTION NO. 2015-03

OF

THE CITY OF DODGE CITY, KANSAS

ADOPTED

MARCH 2, 2015

**SALES TAX REVENUE BONDS
SERIES 2015-1**

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2015 Bonds. 16
Section 202. Description of the Series 2015 Bonds. 16
Section 203. Designation of Paying Agent, Bond Registrar and Fiscal Agent. 17
Section 204. Preliminary and Final Official Statement. 17
Section 205. Sale of the Series 2015 Bonds – Bond Purchase Agreement. 17
Section 206. Other Provisions..... 17

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer..... 17
Section 302. Other Redemption Provisions. 18

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds..... 18

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Creation of Funds and Accounts. 19
Section 502. Deposit of Series 2015 Bond Proceeds and Other Moneys..... 19
Section 503. Application of Moneys in the Project Fund. 19
Section 504. Substitute Project; Reallocation of Proceeds. 20
Section 505. Application of Moneys in the Rebate Fund. 20
Section 506. Nonpresentment of Bonds..... 21
Section 507. Application of Moneys in the Costs of Issuance Account. 21
Section 508. Application of Moneys in the Compliance Account..... 21

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund. 21
Section 602. Application of Moneys in Funds and Accounts. 22
Section 603. Transfer of Funds to Paying Agent. 23
Section 604. Payments Due on Saturdays, Sundays and Holidays. 24

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposits and Investment of Moneys. 24

ARTICLE VIII

ADDITIONAL PROVISIONS

Section 801. Incorporation by Reference. 24

ARTICLE IX

TAX COVENANTS

Section 901. General Covenants. 24
Section 902. Survival of Covenants. 24

ARTICLE X

CONTINUING DISCLOSURE REQUIREMENTS

Section 1001. Disclosure Requirements. 25
Section 1002. Failure to Comply with Continuing Disclosure Requirements. 25

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Inconsistent Provisions. 25
Section 1102. Electronic Transactions. 25
Section 1103. Further Authority. 25
Section 1104. Severability. 25
Section 1105. Governing Law. 26
Section 1106. Effective Date. 26

EXHIBIT A – FORM OF SERIES 2015 BONDS A-1

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 2015-03

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF SALES TAX REVENUE BONDS, SERIES 2015, OF THE CITY OF DODGE CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 3602 OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore adopted the Ordinance authorizing the issuance of the Series 2015 Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Series 2015 Bonds; 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 Series 2015 Bonds in the principal amount of \$9,840,000 for the purpose of paying additional costs of the Projects and related financing costs and reserves.

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 Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.* and K.S.A. 12-187 *et seq.*, all as amended and supplemented from time to time.

“Additional Bonds” means any bonds secured by the Revenues hereafter issued pursuant to *Article IX* hereof.

“Additional Obligations” means any leases or other obligations of the Issuer payable from the Revenues, other than the Bonds.

“Assured Guaranty” means Assured Guaranty Corp., a Maryland corporation, or any successor thereto.

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

“Balloon Indebtedness” means Long-Term Indebtedness, 25% or more of the original principal amount of which becomes due (either by maturity or mandatory redemption) during any consecutive twelve-month period, if such principal amount becoming due is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period.

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

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

“Bond Insurance Policy” means: (a) with respect to the Series 2009 Bonds, the municipal bond insurance policy, financial guaranty bond or financial guaranty insurance policy issued by the Bond Insurer concurrently with the delivery of the Series 2009 Bonds guaranteeing the scheduled payment when due of the principal of and interest on the Series 2009 Bonds; and (b) with respect to Additional Bonds, the municipal bond insurance policy, financial guaranty bond or financial guaranty insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on such Additional Bonds, as set forth in the supplemental resolution.

“Bond Insurer” means: (a) with respect to the Series 2009 Bonds, Assured Guaranty; and (b) with respect to Additional Bonds, the entity set forth in the supplemental resolution authorizing the Additional Bonds.

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

“Bond Purchase Agreement” means: (a) with respect to the Series 2015 Bonds, the Bond Purchase Agreement dated as of February 18, 2015, between the Issuer and the Purchaser; and (b) with respect to Additional Bonds, the Bond Purchase Agreement between the Issuer and the Purchaser of such Additional Bonds.

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

“Bond Registrar” means: (a) with respect to the Series 2015 Bonds, The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Bond Registrar in the supplemental resolution authorizing such Additional Bonds.

“Bond Resolution” means collectively the 2009 Bond Resolution, the 2015 Supplemental Resolution, and any supplemental resolution authorizing any Additional Bonds.

“Bonds” means collectively the Series 2009 Bonds, the Series 2015 Bonds, and any Additional Bonds.

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

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

“**City**” means the City of Dodge City, Kansas.

“**City Sales Tax**” means the one-half percent (0.5%) retailers’ sales tax collected within the boundaries of the City, authorized under the Act by the special election held on June 10, 1997, and implemented by Resolution No. 97-16 of the City.

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

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

“**Compliance Account**” means the Compliance Account created pursuant to *Section 501* hereof.

“**Consultant**” means the Independent Accountant, or an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the Issuer and acceptable to the Bond Insurer for the purpose of carrying out the duties imposed on the Consultant by this Bond Resolution.

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

“**Cooperation Agreement**” means the Dodge City-Ford County Interlocal Cooperation Agreement, dated as of July 21, 1997.

“**Costs of Issuance**” means all costs of issuing any series of Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving financial ratings on any series of Bonds, and any premiums or expenses incurred in obtaining any credit enhancement.

“**Costs of Issuance Account**” means the Costs of Issuance Account for Sales Tax Revenue Bonds, Series 2009 created pursuant to *Section 501* hereof.

“**County**” means Ford County, Kansas.

“**County Sales Tax**” means the one-half percent (0.5%) retailers’ sales tax collected within the boundaries of the County, authorized under the Act by the special election held on June 10, 1997, and implemented by Resolution No. 97-28 of the County.

“**Dated Date**” means: (a) with respect to the Series 2015 Bonds, March 17, 2015; and (b) with respect to any other Additional Bonds, the date set forth in the supplemental resolution authorizing such Additional Bonds.

“**Debt Service Account-2009**” means the Debt Service Account for Sales Tax Revenue Bonds, Series 2009 referred to in *Section 501* hereof.

“Debt Service Account-2015” means the Debt Service Account for Sales Tax Revenue Bonds, Series 2015 created by *Section 501* hereof.

“Debt Service Fund” means the fund by that name referred to in *Section 501* hereof.

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

“Debt Service Reserve Account” means the Debt Service Reserve Account for Parity Bonds referred to in *Section 501* hereof.

“Debt Service Reserve Requirement” means the amount on the date of original issuance and delivery of any Series of Bonds equal to the least of (a) 10% of the stated principal amount of all Parity Bonds, (b) the Maximum Annual Debt Service for all Parity Bonds during any Fiscal Year, or (c) 125% of the average annual Debt Service Requirements for all Parity Bonds over the term of all Parity Bonds. If the aggregate initial offering price of any series of Bonds to the public is less than 98% or more than 102% of par, such offering price shall be used in clause (a) in lieu of the stated principal amount. When calculating the Debt Service Reserve Requirement in conjunction with the issuance of Refunding Bonds, the principal amount of Bonds to be refunded shall be deducted from said calculations.

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

“Defeasance Obligations” means any of the following obligations:

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

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

“Disclosure Undertaking” means the Issuer’s Omnibus Continuing Disclosure Undertaking relating to certain obligations contained in the SEC Rule.

“Discount Indebtedness” means Long-Term Indebtedness that is originally sold at a price (excluding accrued interest, but without deduction of any underwriters' discount) of less than 75% of the maturity amount including the amount of principal and interest to accrete at maturity of such Long-Term Indebtedness.

“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.

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

- (a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;
- (b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due and payable;
- (c) The Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder;
- (d) Any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the Revenues; or
- (e) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution on the part of the Issuer to be performed (other than relating to the SEC Rule), and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding; or
- (f) A monetary default shall have occurred on any Indebtedness.

“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 a Project which has been duly authorized by action of the governing body of the Issuer to be financed by Indebtedness, less: (a) the amount of any Indebtedness of the Issuer which is 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 Agent” means, with respect to the Series 2015 Bonds, collectively The Bank of New York Mellon Trust Company, N.A., having an office in St. Louis, Missouri, and its successors and assigns and INTRUST Bank, N.A., Wichita, Kansas, its successors and assigns, in their capacities as co-fiscal agents.

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

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

“Indebtedness” means collectively the Bonds and any Additional Obligations which are payable out of, or secured by an interest in, the Revenues.

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

“Index Rate” means the rate of interest set forth in *The Bond Buyer* Revenue Bond Index (or, in the event that *The Bond Buyer* does not compile such index or ceases publication, another comparable publication recognized in the municipal bond market) published for the week immediately preceding the date of determination.

“Insurance Consultant” means an individual or firm selected by the Issuer and acceptable to the Bond Insurer qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the System and having a favorable reputation for skill and experience in making such surveys and recommendations.

“Insured Bonds” means any Series of Bonds insured by a Bond Insurer, including the Series 2009 Bonds but excluding the Series 2015 Bonds.

“Insurer's Fiscal Agent” means: (a) with respect to the Series 2009 Bonds, the agent designated by the Bond Insurer pursuant to the Bond Insurance Policy; and (b) with respect to Additional Bonds, the entity set forth in the supplemental resolution authorizing such Additional Bonds.

“Interest Payment Date(s)” means: (a) with respect to the Series 2015 Bonds, the Stated Maturity of an installment of interest on the Series 2015 Bonds which shall be June 1 and December 1 of each year, commencing June 1, 2015; and (b) with respect to Additional Bonds, the Stated Maturity of an installment of interest on such Additional Bonds, as set forth in the supplemental resolution authorizing such Additional Bonds.

“Interim Indebtedness” means Indebtedness having a term not less than one year, and not in excess of five years, incurred or assumed in anticipation of being refinanced or refunded with Long-Term Indebtedness.

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

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

“Junior Lien Obligations” means any Additional Bonds or Additional Obligations payable from, and secured by a lien on the Revenues, which lien is junior to that of any Parity Bonds, but senior to that of the Subordinate Lien Bonds.

“Long-Term Indebtedness” means Indebtedness having an original stated maturity or term greater than five years, or renewable or extendible at the option of the debtor for a period greater than one year from the date of original issuance or incurrence thereof.

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

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

“Maximum Annual Debt Service” means the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year; provided that the Debt Service Requirements in the final Stated Maturity of any series of Parity Bonds shall be reduced by the value of cash and Permitted

Investments on deposit in the Debt Service Reserve Account, so long as the Debt Service Reserve Account is maintained at the Debt Service Reserve Requirement.

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

“**Net Revenues**” means, for the period of determination, all Revenues less all Operating Expenses.

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

(a) To the Issuer at:

City Hall
806 2nd Avenue
Dodge City, Kansas 67801
Fax: (620) 225-8144

(b) To the State Treasurer at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235

(c) To the Bond Registrar, Paying Agent and Fiscal Agent at:

Series 2015 Bonds:

The Bank Of New York Mellon Trust Company, N.A.
911 Washington Avenue
St. Louis, Missouri 63101
Fax: (314) 613-8227

(d) To the Purchaser:

Series 2015 Bonds:

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

(e) To the Rating Agency(ies):

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

Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

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

“Notice Representative” means:

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

“Operating Fund” means the Operating Fund for Sales Tax Facilities referred to in this Bond Resolution.

“Operation Expenses” means all expenses of operating the facilities that comprise the Project.

“Ordinance” means Ordinance No. [_____] of the Issuer authorizing the issuance of the Series 2015 Bonds, as amended from time to time.

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

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to the Bond Resolution;
- (b) Bonds deemed to be paid in accordance with the provisions of *Section 1101* of this Bond Resolution; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Bond Resolution.

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

“Parity Bonds” means the Outstanding Series 2009 Bonds, the Series 2015 Bonds, and any Additional Bonds hereafter issued pursuant to *Section 902* or *Section 905* of the Bond Resolution and standing on a parity and equality with the Series 2009 Bonds and the Series 2015 Bonds with respect to the lien on the Revenues.

“Parity Obligations” means any Additional Obligations hereafter issued or incurred pursuant to *Section 902* or *Section 905* of the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Revenues.

“Parity Resolution” means collectively the 2009 Bond Resolution, the 2015 Supplemental Resolution, and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

“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: (a) with respect to the Series 2015 Bonds, the Fiscal Agent; and (b) with respect to Additional Bonds, the entity designated as Paying Agent in the supplemental resolution authorizing such Additional Bonds.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative:

- (a) Cash (fully insured by the Federal Deposit Insurance Corporation);
- (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 (other than an obligation subject to variation in principal repayment);
- (d) Evidences of ownership of proportionate interests in future interest and principal payments on obligations described in (c) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated;
- (e) Federal Housing Administration debentures;
- (f) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:
 - (1) Federal Home Loan Mortgage Corporation (FHLMC) senior debt obligations and Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts);
 - (2) Farm Credit System (formerly Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) consolidated system-wide bonds and notes;
 - (3) Federal Home Loan Banks (FHL Banks) consolidated debt obligations; and
 - (4) Federal National Mortgage Association (FNMA) senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts);

(g) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located, which have capital and surplus of at least \$15,000,000, and which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c);

(h) Money market funds rated “Aam” or “AAM-G” by S&P, or better and if rated by Moody’s rated “Aa2” or better, the portfolio of which is comprised entirely of securities described in (c), (e) or (f);

(i) 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 and which is rated at least “A3” by Moody’s and at least “A-” by S&P, or any obligation fully and unconditionally guaranteed by the State or any subdivision or agency thereof whose unsecured general obligation debt is so rated;

(j) Direct general short-term obligations of the State or any subdivision or agency thereof described in (i) and rated “A-1+” by S&P and “MIG-1” by Moody’s;

(k) Bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity, are rated “AAA” by S&P and “Aaa” by Moody’s, are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of Defeasance Obligations, and which meet the following requirements:

(1) the bonds are (A) not subject to redemption prior to maturity or (B) the Paying Agent for the bonds has been given irrevocable instructions concerning their call and redemption and the Issuer of the bonds has covenanted not to redeem such bonds other than as set forth in such instructions;

(2) the bonds are secured by cash or United States Government Obligations which may be applied only to payment of the principal of, interest and premium on such bonds;

(3) the principal of and interest on the United States Government Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the bonds;

(4) the cash or United States Government Obligations serving as security for the bonds are held by an escrow agent or trustee in trust for owners of the bonds;

(5) no substitution of a United States Government Obligation shall be permitted except with another United States Government Obligation and upon delivery of a new report as described in (3); and

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

(l) Repurchase agreements with (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least “A-” by S&P and “A3” Moody’s; (2) any broker-dealer with “retail customers” or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least “A-” by S&P and “A3” by Moody’s, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated at least “A-” by S&P and “A3” Moody’s and acceptable to the Bond Insurer (each an “Eligible Provider”), provided that:

(4) permitted collateral shall include (A) direct obligations of the United States Government or any agency thereof, or (B) senior debt obligations of FNMA, FHLB or FHLMC (no collateralized mortgage obligations shall be permitted for these providers), and (ii) collateral levels must be at least 102% of the total principal when the collateral type is U.S. Government Obligations, and 104% of the total principal when the collateral type is FNMA, FHLB and FHLMC (“Eligible Collateral”);

(5) the trustee or a third party acting solely as agent therefore or for the Issuer (the “Custodian”) has possession of the collateral or the collateral has been transferred to the Custodian in accordance with applicable state and federal laws (other than by means of entries on the transferor's books) and such collateral shall be marked to market;

(6) the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the trustee, the Issuer and the Bond Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

(7) the repurchase agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Bond Insurer;

(8) the repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof; and

(9) the repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below “A-” by S&P or “A3” by Moody's, as appropriate, the provider must, notify the Issuer, the Paying Agent and the Bond Insurer within five (5) days of receipt of such notice. Within ten (10) days of receipt of such notice, the provider shall either: (i) provide a written guarantee acceptable to the Bond Insurer, (ii) post Eligible Collateral, or (iii) assign the agreement to an Eligible Provider. If the provider does not perform a remedy within ten (10) business days, the provider shall, at the direction of the trustee (who shall give such direction if so directed by the Bond Insurer) repurchase all collateral and terminate the repurchase agreement, with no penalty or premium to the Issuer or the Paying Agent;

(m) Investment agreements: with a domestic or foreign bank or corporation the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least “AA-” by S&P and “Aa3” by Moody's, and acceptable to the Bond Insurer (each an “Eligible Provider”); provided that:

(1) interest payments are to be made to the Paying Agent at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Bonds;

(2) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven (7) days' prior notice; the Issuer and the Paying Agent hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

(3) the provider shall send monthly reports to the Paying Agent, the Issuer and the Bond Insurer setting forth the balance the Issuer or Paying Agent has invested with the provider and the amounts and dates of interest accrued and paid by the provider;

(4) the investment agreement shall state that is an unconditional and general obligation of the provider, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

(5) the investment agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Bond Insurer;

(6) the Issuer, the Paying Agent and the Bond Insurer shall receive an opinion of domestic counsel to the provider that such investment agreement is legal, valid, binding and enforceable against the provider in accordance with its terms;

(7) the Issuer, the Paying Agent and the Bond Insurer shall receive an opinion of foreign counsel to the provider (if applicable) that (i) the investment agreement has been duly authorized, executed and delivered by the provider and constitutes the legal, valid and binding obligation of the provider, enforceable against the provider in accordance with its terms, (b) the choice of law of the state set forth in the investment agreement is valid under that country's laws and a court in such country would uphold such choice of law, and (c) any judgment rendered by a court in the United States would be recognized and enforceable in such country;

(8) the investment agreement shall provide that if during its term:

(A) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) provide a written guarantee acceptable to the Bond Insurer, (ii) post Eligible Collateral with the Issuer, the Paying Agent or a third party acting solely as agent therefore (the "Custodian") free and clear of any third party liens or claims, or (iii) assign the agreement to an Eligible Provider, or (iv) repay the principal of and accrued but unpaid interest on the investment;

(B) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", the provider must, at the direction of the Issuer or the Paying Agent (who shall give such direction if so directed by the Insurer), within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Issuer or Paying Agent;

(9) in the event the provider is required to collateralize, permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers) and collateral levels must be 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral"). In addition, the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Paying Agent, the Issuer and the Bond Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

(10) the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof; and

(11) the investment agreement must provide that if during its term: (i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Issuer or the Paying Agent (who shall give such direction if so directed by the Bond Insurer), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Issuer or Paying Agent, as appropriate, and (ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc., the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Issuer or Paying Agent, as appropriate.

“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.

“Project(s)” means the construction, equipping and operation of the operation of certain public projects, including installing air conditioning in the Issuer’s Civic Center, constructing an outdoor motor sports complex, constructing field sports facilities, constructing and equipping a special events center, constructing and equipping a new regional outdoor aquatic facility, and other public projects, including any Substitute Project.

“Project Committee” means the Project Review and Advisory Committee established by the Cooperation Agreement.

“Project Fund” means the Project Fund for Sales Tax Revenue Bonds, Series 2015 created by *Section 501* hereof.

“Purchase Price” means: (a) with respect to the Series 2015 Bonds, the amount set forth in the Bond Purchase Agreement; and (b) with respect to Additional Bonds, the amount set forth in the supplemental resolution authorizing such Additional Bonds.

“Purchaser” means: (a) with respect to the Series 2015 Bonds, Stifel, Nicolaus & Company, Inc., Wichita, Kansas, the original purchaser of the Series 2015 Bonds, and any successor and assigns; and (b) with respect to Additional Bonds, the original purchaser of such Additional Bonds, as set forth in the supplemental resolution authorizing such Additional Bonds.

“Put Indebtedness” means Long-Term Indebtedness which is (a) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, at the option of the holder thereof, prior to its stated maturity date, or (b) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, other than at the option of the holder, prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund, or other than by reason of acceleration upon the occurrence of an Event of Default under this Bond Resolution.

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

“Rebate Fund” means the Rebate Fund for Sales Tax Revenue, Series 2009, referred to in *Section 501* hereof.

“Rebate Fund” means the Rebate Fund for Sales Tax Revenue, Series 2015, 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 Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

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

“Refunding Bonds” means Indebtedness issued pursuant to *Section 905* of the Bond Resolution for the purpose of refunding any Outstanding Indebtedness.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 209* hereof.

“Revenue Fund” means the Sales Tax Revenue Fund referred to in *Section 501* hereof.

“Revenues” means all revenues received by the City pursuant to the Cooperation Agreement from the implementation and collection of the Sales Tax.

“Sales Tax” means collectively the City Sales Tax and the County Sales Tax.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

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

“Series 2009 Bonds” means the Issuer's Sales Tax Revenue Bonds, Series 2009, authorized and issued by the Issuer pursuant to the 2009 Bond Resolution.

“Series 2015 Bonds” means the Issuer's Sales Tax Revenue Bonds, Series 2015, authorized and issued by the Issuer pursuant to the Ordinance and the 2015 Supplemental Resolution.

“Series 2015-2033 Term Bonds” means the Series 2015 Bonds scheduled to mature in the year 2033.

“Series 2015-2035 Term Bonds” means the Series 2015 Bonds scheduled to mature in the year 2035.

“Short-Term Indebtedness” means Indebtedness having an original maturity less than or equal to one year from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original issuance.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Section 204* of the Bond Resolution for the payment of Defaulted Interest.

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc., New York, New York, 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 with notice to the Bond Insurer.

“State” means the state of Kansas.

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

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

“Subordinate Lien Bonds” means any Additional Bonds or Additional Obligations payable from the Revenues on a subordinate lien basis to any Parity Bonds and Junior Lien Obligations, and which constitute general obligations of the Issuer.

“Substitute Project” means a substitute or additional project authorized in the manner set forth in *Section 504(a)* of the Bond Resolution.

“Surplus Fund” means the Surplus Fund for Sales Tax Revenue Bonds referred to in *Section 501* hereof.

“Term Bonds” means any Bonds designated as Term Bonds in the Bond Resolution or in any supplemental resolution authorizing the issuance of Additional Bonds.

“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.

“2009 Bond Resolution” means Resolution No. 2009-09 of the Issuer, which authorized the issuance of the Series 2009 Bonds and Additional Bonds.

“2015 Supplemental Resolution” means Resolution No. 2015-[__] of the Issuer, which amends and supplements the 2009 Bond Resolution and authorizes the issuance of the Series 2015 Bonds.

“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.

“Value” as of any particular time of determination, means, (a) with respect to cash, the face value thereof, and (b) with respect to any Permitted Investments, the lower of the cost of the investment or the market price of the investment on the date of valuation.

“Variable Rate Indebtedness” means any Indebtedness which provides for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the instrument creating such Indebtedness.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2015 Bonds. The Series 2015 Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$9,840,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Projects; and (b) pay Costs of Issuance.

Section 202. Description of the Series 2015 Bonds. The Series 2015 Bonds shall consist of fully registered bonds in Authorized Denominations, and shall be numbered in such manner as the Purchaser shall determine. All of the Series 2015 Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, and subject to redemption and payment, prior to their Stated Maturities as provided in *Article III* hereof and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity <u>June 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>	Stated Maturity <u>June 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2016	\$355,000	2.00%	2024	\$455,000	4.00%
2017	360,000	2.00%	2025	475,000	4.00%
2018	365,000	3.00%	2026	495,000	4.00%
2019	380,000	3.00%	2027	515,000	4.00%
2020	390,000	4.00%	2028	535,000	3.10%
2021	405,000	4.00%	2029	550,000	3.15%
2022	420,000	4.00%	2030	570,000	3.20%
2023	440,000	4.00%	2031	585,000	3.25%

TERM BONDS

Stated Maturity <u>June 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2033	\$1,230,000	3.375%
2035	1,315,000	3.500%

The Series 2015 Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* of the 2009 Bond Resolution. The Series 2015 Bonds shall be issued as Book-Entry-Only Bonds and administered in accordance with the provisions of *Section 209* of the 2009 Bond Resolution.

Each of the Series 2015 Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *Exhibit A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent, Bond Registrar and Fiscal Agent. INTRUST Bank, N.A., Wichita, Kansas and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, are hereby designated as co-Fiscal Agents and Paying Agents for the Series 2015 Bonds, and each and every power, right, duty or obligation to be exercised by, vested in or conveyed to the Fiscal Agent or Paying Agent by this Bond Resolution shall be exercisable by, vest in and be conveyed to each co-Fiscal Agent and Paying Agent, but only to the extent necessary for it to be so vested and conveyed and to enable that co-Fiscal Agent to exercise it. The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, is hereby designated as Bond Registrar with respect to the registration, transfer and exchange of the Series 2015 Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and with the Fiscal Agent and Paying Agent for the Series 2015 Bonds.

Section 204. Preliminary and Final Official Statement. The Preliminary Official Statement dated February 9, 2015, is hereby ratified and approved. The final 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 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 Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds 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 205. Sale of the Series 2015 Bonds – Bond Purchase Agreement. The execution of the Bond Purchase Agreement by the Mayor is hereby ratified and confirmed. Pursuant to the Bond Purchase Agreement, the Issuer agrees to sell the Series 2015 Bonds to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

Section 206. Other Provisions. The provisions of *Article II* of the 2009 Bond Resolution, to the extent not inconsistent with the provisions of this *Article II*, are hereby incorporated herein by reference.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer. The Series 2015 Bonds shall be subject to redemption and payment prior to their Stated Maturity, as follows:

(a) **Optional Redemption.** At the option of the Issuer, Series 2015 Bonds or portions thereof maturing in the years 2025 and thereafter may be called for redemption and payment prior to their Stated

Maturity on June 1, 2024, and thereafter as a whole or in part (selection of maturities and the amount of Series 2015 Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

(b) **Mandatory Redemption.**

(1) *The Series 2015-2033 Term Bonds.* The Issuer shall from the payments specified in **Section 602(b)** hereof which are to be deposited into the Debt Service Account redeem on June 1 in each year, the following principal amounts of Series 2015-2033 Term Bonds:

Principal Amount	Year
\$605,000	2032
625,000	2033*

*Final Maturity

(2) *The Series 2015-2035 Term Bonds.* The Issuer shall from the payments specified in **Section 602(b)** hereof which are to be deposited into the Debt Service Account redeem on June 1 in each year, the following principal amounts of Series 2015-2035 Term Bonds:

Principal Amount	Year
\$645,000	2034
670,000	2035*

*Final Maturity

Section 302. Other Redemption Provisions. The provisions of **Article III** of the 2009 Bond Resolution, to the extent not inconsistent with the provisions of this **Article III**, are hereby incorporated herein by reference.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Revenues, and the Issuer has pledged said Revenues to the payment of the principal of and interest on the Bonds. The general taxing power of the Issuer is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall not be or constitute a general obligation of the State, the County or the Issuer nor shall they constitute an indebtedness of the State or the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

The covenants and agreements of the Issuer contained herein, in the Ordinance and in the Series 2015 Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2015 Bonds, all of which Series 2015 Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2015 Bonds, or otherwise, except as to rate of interest, date of

maturity and right of prior redemption as provided in this Ordinance. The Series 2015 Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Revenues with any Parity Bonds or Parity Obligations. The Series 2015 Bonds shall not have any priority with respect to the payment of principal or interest from said Revenues or otherwise over the Parity Bonds or Parity Obligations; and the Parity Bonds and Parity Obligations shall not have any priority with respect to the payment of principal or interest from said Revenues or otherwise over the Series 2015 Bonds.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Creation of Funds and Accounts. (a) This 2015 Supplemental Resolution establishes or ratifies within the treasury of the City the following separate Funds and Accounts:

- (1) Revenue Fund for Sales Tax.
- (2) Project Fund for Sales Tax Revenue Bonds, Series 2015.
- (3) Operating Fund for Sales Tax Facilities.
- (4) Surplus Fund for Sales Tax.
- (5) Compliance Account.

(b) This 2015 Supplemental Resolution establishes or ratifies with the Fiscal Agent the following separate Funds and Accounts:

- (1) Debt Service Fund for Sales Tax Revenue Bonds.
 - (A) Debt Service Account for Sales Tax Revenue Bonds, Series 2009; and
 - (B) Debt Service Account for Sales Tax Revenue Bonds, Series 2015.
- (2) Debt Service Reserve Account for Parity Bonds.
- (3) Costs of Issuance Account for Sales Tax Revenue Bonds, Series 2015.
- (4) Rebate Fund for Sales Tax Revenue Bonds, Series 2009.
- (5) Rebate Fund for Sales Tax Revenue Bonds, Series 2015.

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

Section 502. Deposit of Series 2015 Bond Proceeds and Other Moneys. The net proceeds received from the sale of the Series 2015 Bonds and certain other moneys shall be deposited simultaneously with the delivery of the Series 2015 Bonds as follows:

- (a) The sum of \$64,545 shall be deposited in the Costs of Issuance Account.
- (b) The remaining balance of the proceeds derived from the sale of the Series 2015 Bonds shall be deposited in the Project Fund.
- (c) Simultaneously with the issuance and delivery of the Series 2015 Bonds, the Issuer shall transfer from the Surplus Fund to the Debt Service Reserve Account amounts necessary, together with funds therein, to bring the Debt Service Reserve Account to the Debt Service Reserve Requirement.

Section 503. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used for the sole purpose of: (a) paying the costs of the Projects, in accordance with the plans and

specifications therefor prepared by the Consulting Engineer, heretofore approved by the Project Committee 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 Project Committee; (b) for paying Costs of Issuance to the extent necessary; (c) paying interest on the Series 2015 Bonds during construction of the Projects; and (d) transferring any amounts to be deposited into the Rebate Fund-2015 required by *Section 504* hereof.

Withdrawals from the Project Fund shall be made only when authorized by the Project Committee and only on duly authorized and executed warrant therefor accompanied by a certificate executed by the Consulting Engineer that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment of Costs of Issuance or the interest on the Series 2015 Bonds during construction of the Project from the Project Fund without a certificate from the Consulting Engineer. Upon completion of the Project, any surplus remaining in the Project Fund shall be deposited in the Debt Service Account.

Section 504. Substitute Project; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other improvements or projects to be financed with proceeds of the Series 2015 Bonds provided the following conditions are met: (1) the Substitute Project and the issuance of Bonds to pay the cost of the Substitute Project has been duly authorized in accordance with the laws of the State and in the manner set forth in the Cooperation Agreement; (2) a resolution authorizing the use of the proceeds of the Series 2015 Bonds to pay the Financeable Costs of the Substitute Project 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 Series 2015 Bonds to include the Substitute Project; and (4) the use of the proceeds of the Series 2015 Bonds to pay the Financeable Cost of the Substitute Project will not adversely affect the tax-exempt status of the Series 2015 Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Series 2015 Bond proceeds among all Projects financed by the Series 2015 Bonds; 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 Series 2015 Bonds allocated to any Project to exceed the Financeable Costs of the Project; and (3) the reallocation will not adversely affect the tax-exempt status of the Series 2015 Bonds under State or federal law.

Section 505. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund-2015 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-2015 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 Series 2015 Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund-2015 shall be governed by this Section and the Federal Tax Certificate (it being understood that the Fiscal Agent shall not be deemed to have any knowledge of the terms of the Federal Tax Certificate and shall have no responsibility for adhering to the provisions therein or monitoring the compliance thereof).

(b) The Issuer shall periodically determine the rebatable arbitrage, if any, under Code § 148(f) 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-2015 after redemption and payment of all of the Series 2015 Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Revenue Fund.

(c) Notwithstanding any other provision of the Bond Resolution, including in particular *Article XI* thereof, the obligation to pay rebatable arbitrage 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 Series 2015 Bonds.

Section 506. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Fiscal Agent to pay the Costs of Issuance upon the written direction of the Issuer. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Series 2015 Bonds, shall, to the extent the Projects have not been completed, be transferred to Issuer for deposit into the Project Fund until completion of the Project. If the Projects have been completed, such excess shall be deposited into the Compliance Account or Debt Service Account-2015.

Section 508. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay the to pay fees and expenses relating to compliance with federal arbitrage law, state or federal securities laws, and other costs or expenses of carrying or repaying the Series 2015 Bonds as set forth in the Federal Tax Certificate. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account-2015.

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund. The Issuer covenants and agrees that as long as any of the Bonds remain Outstanding hereunder, all of the Revenues derived and received by the Issuer pursuant to the Cooperation Agreement shall be segregated and kept separate and apart from all other moneys, revenues, Funds and Accounts of the Issuer and shall not be mingled with any other moneys, revenues, Funds and Accounts. Upon receipt, Revenues will be deposited by the Issuer in the Revenue Fund. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Bond Resolution, except as may be modified by the provisions of the Parity Resolution.

Section 602. Application of Moneys in Funds and Accounts. The Issuer covenants and agrees that so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) ***Debt Service Fund.***

(1) ***Debt Service Account-2009.*** Beginning as of the first day of the month next ensuing after the issuance of the Series 2009 Bonds, the Issuer shall transfer to the Fiscal Agent an amount (less accrued credits to such Debt Service Account-2009) equal to: (i) an equal proportionate amount of the next maturing interest on the Series 2009 Bonds; and (ii) an equal proportionate amount of the next maturing principal on the Series 2009 Bonds; to the end that at all times one (1) month prior to maturity of interest or principal, on the Series 2009 Bonds, there shall be sufficient moneys in the Debt Service Account-2009 for the payment of the maturing interest and principal on the Series 2009 Bonds.

(2) ***Debt Service Account-2015.*** Beginning as of the first day of the month next ensuing after the issuance of the Series 2015 Bonds, the Issuer shall transfer to the Fiscal Agent an amount (less accrued credits to such Debt Service Account-2015) equal to: (i) an equal proportionate amount of the next maturing interest on the Series 2015 Bonds; and (ii) an equal proportionate amount of the next maturing principal on the Series 2015 Bonds; to the end that at all times one (1) month prior to maturity of interest or principal, on the Series 2015 Bonds, there shall be sufficient moneys in the Debt Service Account-2015 for the payment of the maturing interest and principal on the Series 2015 Bonds.

(3) ***Parity Bond Accounts.*** Each series of other Parity Bonds shall have established a separate Debt Service Account. Beginning as of the first day of the month next ensuing after the issuance of such other Parity Bonds, the Issuer shall transfer to the Fiscal Agent an amount (less accrued credits to such Debt Service Account) equal to: (i) a pro-rata amount of the next maturing interest on such Parity Bonds; and (ii) a pro-rata amount of the next maturing principal on such Parity Bonds; to the end that at all times one (1) month prior to maturity of interest or principal, on such Parity Bonds, there shall be sufficient moneys in such Debt Service Account for the payment of the maturing interest and principal on the such Parity Bonds.

All such transfers shall be made on a parity basis among all debt service accounts within the Debt Service Fund for Parity Bonds. The amounts transferred and credited to the various accounts within the Debt Service Fund shall be used solely and exclusively for the payment of principal of and interest on the respective Parity Bonds when the same shall become due and payable. In addition thereto, there shall be transferred to the various accounts within the Debt Service Fund sufficient sums to pay any fees and expenses of the Bond Registrar, Fiscal Agent and Paying Agent for such Parity Bonds.

(b) ***Debt Service Reserve Account.*** Simultaneously with the issuance of each series of Parity Bonds, the Issuer shall provide that the Debt Service Reserve Account shall attain the Debt Service Reserve Requirement. If the Issuer shall ever be required to expend and use a part of the moneys in the Debt Service Reserve Account for the purpose herein authorized and such expenditure shall reduce the amount of the Debt Service Reserve Account below the Debt Service Reserve Requirement, the Issuer shall, after all payments and credits required at the time to be made by the Issuer under the provisions of paragraph (a) of this Section have been made, transfer all available funds in the Revenue Fund into the Debt Service Reserve Account until it shall again aggregate to the Debt Service Reserve Requirement.

Except as hereinafter provided in this Section, all amounts paid and credited to the Debt Service Reserve Account shall be expended and used solely to prevent any default in the payment of interest on or principal of the Parity Bonds if the moneys in the Debt Service Fund are insufficient to pay the interest on or principal of said Parity Bonds as they become due. Moneys in the Debt Service Reserve Account may be used to call any series of Parity Bonds for redemption and payment prior to their maturity provided all of such series of Parity Bonds at the time Outstanding are called for payment and that after such redemption there shall remain in the Debt Service Reserve Account an amount equal to the Debt Service Reserve Requirement. Moneys in the Debt Service Reserve Account shall be used to pay and retire the last Outstanding Parity Bonds unless such Parity Bonds and all interest thereon are otherwise paid.

(c) ***Operating Fund.*** After the transfers required in the previous subsections have been made, the Issuer shall transfer to the Operating Fund sufficient amounts, as determined by the governing body of the Issuer, to provide for payment of Operating Expenses during the next ensuing month. Amounts in the Operating Fund shall be used to pay such Operating Expenses upon proper voucher approved by the Issuer's City Manager.

(d) ***Debt Service Accounts-Junior Lien Obligations.*** There shall next be paid and credited monthly to the debt service account(s) for any Junior Lien Obligations, to the extent necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Junior Lien Obligations. The amounts required to be paid and credited to the debt service account(s) for any Junior Lien Obligations shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Junior Lien Obligations.

(e) ***Debt Service Accounts-Subordinate Lien Bonds.*** There shall next be paid and credited monthly to the debt service account(s) for any Subordinate Lien Bonds, to the extent necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Subordinate Lien Bonds. The amounts required to be paid and credited to the debt service account(s) for any Subordinate Lien Bonds shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Subordinate Lien Bonds.

(f) ***Surplus Fund.*** After the transfers required in the previous sections have been made, any remaining funds in the Revenue Fund shall be deposited in the Surplus Fund. Amounts in the Surplus Fund may be used to: (1) make payments into, increase the amounts in, or prevent a deficiency in any other Fund or Account; (2) pay the costs to construct, equip and furnish the Project not paid from the Project Fund; or (3) to call, redeem and pay any Bonds prior to maturity, if then callable by their terms. If at any time the moneys in the Debt Service Fund and in the Debt Service Reserve Account are not sufficient to pay the principal of and interest on any Bonds as and when the same become due, then moneys in the Surplus Fund shall be used to prevent any default in the payment of the principal of and interest on such Bonds.

(g) ***Deficiency of Payments into Funds and Accounts.*** If at any time the Revenues derived from Sales Tax are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available Revenues thereafter received from the Sales Tax, such payments and credits being made and applied in the order hereinbefore specified in this Section.

Section 603. Transfer of Funds to Paying Agent. All Funds and Accounts held by the Fiscal Agent shall be held in trust for the benefit of the Owners of the Bonds at the time Outstanding. The Fiscal Agent is hereby authorized and directed to withdraw from the Funds and Accounts held by such Fiscal Agent, and transfer the same to the Paying Agent or other parties as may be required and set forth in this

Bond Resolution. The Treasurer of the Issuer, to the extent necessary to prevent a default in the payment of either principal of or interest on the Bonds, is authorized and directed to transfer from the Revenue Fund or Surplus Fund as provided herein, sums sufficient to prevent a default in the punctual payment of the principal of and interest on the Bonds and the fees of the Bond Registrar and Paying Agent when the same become due. If, through lapse of time, or otherwise, the Owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited and may be invested in accordance with the provisions of *Article VII* of the 2009 Bond Resolution as supplemented.

ARTICLE VIII

ADDITIONAL PROVISIONS

Section 801. Incorporation by Reference. The provisions of *Articles VIII* through *XI*, inclusive, and *Article XV* of the 2009 Bond Resolution, to the extent not inconsistent with the provisions of this Supplemental Bond Resolution, are hereby incorporated herein by reference.

ARTICLE IX

TAX COVENANTS

Section 901. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Series 2015 Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Series 2015 Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 902. 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 Series 2015 Bonds

pursuant to *Article XI* of the Bond Resolution or any other provision of this 2015 Supplemental Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE X

CONTINUING DISCLOSURE REQUIREMENTS

Section 1001. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 1002. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Inconsistent Provisions. In case any one or more of the provisions of this 2015 Supplemental Resolution or of the Series 2015 Bonds issued hereunder shall for any reason be inconsistent with the provisions of the 2009 Bond Resolution, any Parity Resolution or any previously issued Bonds, the provisions of the 2009 Bond Resolution and any Supplemental Bond Resolution adopted prior to this 2015 Supplemental Resolution shall prevail with respect to such previously issued Bonds, so long as such previously issued Bonds are Outstanding.

Section 1102. Electronic Transactions. The issuance of the Series 2015 Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1103. 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 2015 Supplemental 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 1104. Severability. If any section or other part of this 2015 Supplemental 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 2015 Supplemental Resolution.

Section 1105. Governing Law. This 2015 Supplemental Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1106. Effective Date. This 2015 Supplemental Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the Issuer on March 2, 2015.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the 2015 Supplemental Resolution of the Issuer adopted by the governing body on March 2, 2015, as the same appears of record in my office.

DATED: March 2, 2015.

Clerk

City of Dodge City

City of Dodge City
806 N. Second Ave.
67801

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

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date: February 26, 2015
Subject: Resolution No. 2015-04
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission adopt Resolution No. 2015-04.

Background: On 1/20/2015 the City Commission approved the 2015 Street Program and on 2/16/2015, the City Commission authorized Resolution No. 2015-01 which authorized street projects so that they can be funded by General Obligation Bonds. In the memo I stated part of the funding for these projects will come from the 2013 bond funds and part of it will be new General Obligation Bonds. Resolution No. 2015 provides for substitute improvements so that moneys remaining in the 2013 General Obligation Bond fund can be used for the new projects. There were funds remaining from the 2013 bond fund because the Trail Street project came in less than was anticipated at the time the bonds were issued.

Justification: Resolution No. 2015-04 is necessary to make sure 2013 GO Bond funds can be used for new projects.

Financial Considerations: none with these actions

Purpose/Mission: On-going improvement.

Legal Considerations: This resolution, transcript proceedings authorizing substitute improvements and an amended federal tax certificate will satisfy all requirements for making the substitutions. The documents have been prepared by Gilmore & Bell, PC, the City's bond attorneys.

Attachments: Resolution No. 2015-04

RESOLUTION NO. 2015-04

A RESOLUTION PROVIDING FOR SUBSTITUTE IMPROVEMENTS TO BE FINANCED WITH PROCEEDS OF THE CITY OF DODGE CITY, KANSAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2013-A.

WHEREAS, on November 18, 2013, the City of Dodge City, Kansas (the “Issuer”), adopted Resolution No. 2013-34 (the “Bond Resolution”) authorizing the issuance of the Issuer’s General Obligation Refunding and Improvement Bonds, Series 2013-A, in the original principal amount of \$6,235,000 (the “Bonds”); and

WHEREAS, the Bond Resolution provided that the proceeds of the Bonds would finance the cost of certain public improvements (collectively the “Improvements”), as shown below:

Project Description	Ord./Res. No.	Authority (K.S.A.)	Authorized Amount
Trail St. Asphalt Mill & Overlay	Ord. 2297/ Res. 2013-26	12-685 <i>et seq.</i>	\$ 500,000
U.S. 50 Mill & Overlay – W. City Limits to E. City Limits	Ord. 3569/ Res. 2013-26	12-685 <i>et seq.</i>	250,000
Comanche St. Construction – 14 th Ave. to Highway 50	Ord. 3038/ Res. 2013-31	12-685 <i>et seq.</i>	8,808,000
Trail St. Reconstruction – 2 nd Ave. to 14 th Ave.	Ord. 3572/ Res. 2013-31	12-685 <i>et seq.</i>	<u>4,800,000*</u>
Total			\$14,358,000

* It is anticipated that approximately \$600,000 of this project will be paid or reimbursed from funds received from KDOT

; and

WHEREAS, the Bonds were issued on December 12, 2013; and

WHEREAS, *Section 504* of the Bond Resolution provides that the Issuer may elect for any reason to substitute or add other improvements to be financed with proceeds of the Bonds (the “Substitute Improvements”) provided certain conditions are met; and

WHEREAS, there are moneys remaining in the Improvement Fund established by the Bond Resolution after the completion of certain of the Improvements and the Issuer hereby finds it necessary and desirable to authorize the addition of Substitute Improvements to be financed with proceeds of the Bonds.

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

Section 1. The governing body hereby authorizes the designation of certain improvements as Substitute Improvements, as follows:

Project Description	Initial	New	Reallocated
----------------------------	----------------	------------	--------------------

	Allocation*	Allocation*	Amount*
Trail St. Asphalt Mill & Overlay	\$500,000	\$660,320	\$-160,320
U.S. 50 Mill & Overlay – W. City Limits to E. City Limits	250,000	185,000	65,000
Comanche St. Construction – 14 th Ave. to Highway 50	1,000,000	795,000	205,000
Trail St. Reconstruction – 2 nd Ave. to 14 th Ave.	4,200,902	3,110,000	1,090,902
14 th Avenue Reconstruction from Country Acres Drive to Ross Blvd	0	1,200,000	0
Widening of Central Avenue from Layton Street to approx. 450' south of US 50, storm drainage modifications and installation of traffic signal	0	0	0
US 50 and Fairway Dr. Intersection	<u>0</u>	582	0
Total	\$5,950,902	5,950,902	1,200,582

* Plus associated costs of issuance

Section 2. The officers and officials of the Issuer, including the Mayor and Director of Finance, are hereby authorized and directed to execute all documents and take such other actions as they may deem necessary or advisable in order to carry out and perform the purposes of this 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 3. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the Issuer on March 2, 2015.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2015-_____ of the City adopted by the governing body on March 2, 2015, as the same appears of record in my office.

DATED: March 2, 2015.

Clerk

Memorandum

*To: City Manager
City Commissioners*
From: Ryan Reid
Date: February 24, 2014
Subject: New roof for City Hall
Agenda Item: New Business

Recommendation: On February 17th, 2015 we received one (1) bid for the City Hall Roof project. The bid was from Diamond Roofing and was for \$148,515.00 which is under budget. It is staff's recommendation that we purchase the roof from Diamond Roofing.

Background: This roof is a budgeted purchase. The North side of City Hall (Court) was new in 1996. The South side is the same roof that was in place when City Hall moved to this location in 1995. Over time the roof(s) have had leaks and been repaired many times. This roof job includes some modifications that should improve the effectiveness of the new roof.

Justification: Diamond was the only bidder and we have had good results with Diamond in the past.

Financial Considerations:
There was \$175,000 budgeted for this purchase.

Attachments: N/A.

Memorandum

*To: City Manager
City Commissioners*

*From: Ray Slattery, P.E.
Director of Engineering Services*

Date: February 24, 2015

*Subject: Consulting Agreement for US 50 &
Fairway Dr. Intersection Design,
ST 1404*

Agenda Item: New Business

Recommendation: Approve the Agreement for Engineering Services with PEC, P.A. The agreement has already been approved by City Attorney.

Background: In May of 2014 the City submitted a Geo-Metric Improvement (GI) application to KDOT for consideration of the construction of this intersection. The previous 3 GI applications to KDOT for this intersection construction were denied. After some negotiations, KDOT awarded the project with a not to exceed funding from KDOT of \$600,000. Our estimate for the project is \$1.2 million. Request-for-Proposals (RFP) were sent out to 10 design firms late last year. Six firms responded to the RFP. A selection committee made up of staff from Engineering, Public Works, and Developmental Services reviewed and evaluated these RFP's. PEC was then chosen. KDOT has sent us a timeline as to when crucial steps in the design process of this project have to be completed. Hiring of a consultant needs to be completed by March 30th. The project is scheduled to be advertised for bid in December 2016. Construction will take place in the calendar year of 2017.

Justification: The construction of this intersection has been considered for a number of years. As development in the area south of US 50 continues, traffic on the existing local road networks continues to increase. This intersection will realize this increase traffic on some of the local roads. Also emergency respond time can be reduced with this intersection, increasing the safety of the adjoining neighborhoods. The opening for the intersection from the residential area has been planned for since the '70's when KDOT purchased R/W for the highway. And every housing development since then has worked to align Fairway Dr. to the existing Access Control opening.

Financial Considerations: The contract with PEC, P.A. is for \$77,500.00. Funding for the design contract work will be from GOB which were approved early this year. Funding for the construction of the intersection will need to be included in the 2016 Budget. The City will need to make payment to KDOT prior to KDOT bidding the project.

Purpose/Mission: The completion of this project will enable the City to have the documents necessary to meet KDOT's requirements for the bidding of this project. The intersection will provide better access for the residents, businesses, and emergency services.

Legal Considerations: The City is entering into a contract with PEC, PA and is bound by the provisions of this contract.

Attachments: The Agreement for Engineering Services with PEC, PA.